



# Northport

## PORT USER COMPANY OPERATING RULES



[www.northport.co.nz](http://www.northport.co.nz)

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## 1.0 Introduction:

- 1.1. Northport Limited (Northport) owns and operates the port of Northport, whose property is defined on the plan attached. These rules cover all Northport land, as defined on the plan and, in particular, cargo operations carried out within the confines of Northport's Customs Controlled Area (CCA). This includes the supply of information for all cargo transiting the Northport CCA. Where areas are subject to a lease agreement with Northport, then the lease agreement terms shall take precedence over these rules if they are in conflict.
- 1.2. The Northport premises are private property and these rules are to provide for port users to access and work within the property of Northport under conditions acceptable to Northport.
- 1.3. The mutual interests of the port user and Northport are reflected in the outcomes being sought from these operating rules, including:
  - Safe and efficient utilisation of Northport assets and infrastructure;
  - Compliance with all regulatory requirements and obligations inclusive of New Zealand's Customs Service, MPI Biosecurity and Northport's own requirements to meet their obligations under any required legislation;
  - Provide Northport with information required to ensure regulatory compliance;
  - Ensure environmental responsibilities either regulatory or those required by Northport are maintained and adhered to;
  - Ensure the ability to load and unload ships and maintain other port operation related activities 24 hours per day, seven days a week;
  - Defined responsibilities and respective liabilities.
- 1.4. The nature of the business of Northport means that all port users shall accept concurrent multiple use and co-operate with other port users to operate efficiently and safely. These rules do not grant exclusive rights to the port user to the exclusion of other port users.

## 2. Northport will:

- 2.1. Within Northport's capacity, it will provide the berth, hardstand and land (the determination of land supplied being at the sole discretion of Northport) to enable the port user to work.
- 2.2. Allow the port user access to Northport for the purpose of carrying out port-related activities and the use of the facilities in common with other users and with Northport Limited, subject to compliance with these rules.
- 2.3. At its sole discretion, deny access to any port user who fails to comply with the operating rules. These include, but are not restricted to, regulatory compliance, security, traffic, health and safety management plans, code of conduct or any other rules outlined or those subsequently implemented by Northport and notified to port users.

### **3. The Port User Company will:**

- 3.1. Ensure that labour contracts provide for 24 hours per day, seven days a week operation for the loading and unloading of ships, and for other port related activities which may require “out of normal work hours” functions for overall port efficiency.
- 3.2. Efficiently utilise the open and under-cover cargo storage space as allocated by Northport.
- 3.3. Ensure containment and timely removal of all waste/rubbish created by the port user (unless otherwise agreed with Northport) from all wharf and storage areas and any other allocated operational area.
- 3.4. Comply with all load-bearing and/or other operational restrictions imposed by Northport with specific reference to the wharf and storage areas of the port. To ensure compliance, port users must register all cargo-handling plant (including hire equipment) with Northport for Northport’s approval prior to use on any wharf structures. In so registering, the port user must supply details of safe working load (SWL), calculated dynamic loads, maximum axle loads, pad loads and footprint configurations.
- 3.5. Clearly mark all equipment and plant with the owner’s name.
- 3.6. Ensure that all equipment and plant used for cargo handling is removed from common user areas immediately after use, so as to allow other port users unobstructed access to, and use of, operational areas.
- 3.7. Ensure that all equipment and plant is maintained in a safe operating condition including all COF/WOF requirements, and is removed from the wharf operating area when conducting maintenance work.
- 3.8. Ensure that any tracked plant and/or equipment that may damage the asphaltic-concrete paving is suitably transported to and from the wharf areas. Any exception to this requirement must first be approved by Northport.
- 3.9. Ensure portable amenities used on wharf are situated in such a position to allow clear and unobstructed movement of mobile plant along the wharf face.
- 3.10. Ensure port users staff use the toilet facilities provided by Northport.
- 3.11. Ensure that port users staff do not swim, jump, dive or fish from ships, wharves or rock walls within the Northport facility.

### **4. Regulatory and Legislative Requirements**

#### **The port user company will:**

- 4.1. Comply with the provisions of all regulatory acts and legislation relating to the port users operation and activities whilst on Northport premises including any regulations, codes or subsequent guidance issued under such acts. These acts include but are not limited to:
  - Health and Safety in Employment Act 1992/2002;
  - Building Act 1991;

- Electrical Safety Regulations 2010 and applicable safety standards;
- Hazard Substances and New Organisms Act (HSNO) 1996;
- Customs & Excise Act 1996;
- Maritime Security Act 2004;
- Customs Trade, Partnership Against Terrorism (C-TPAT);
- International Ship and Port Facility (ISPS) Code;
- Biosecurity Act 1993;
- Maritime Transport Act 1994;
- Resource Management Act (RMA) 1991, inclusive of any operative regional or district plan in respect of Northport land and/or premises and any direction from Northport in respect of Northport's obligations under the RMA and regional/district plans.

4.2 Ensure that all spills (liquid and/or dry bulk) are notified immediately to Northport; clean-up is to be undertaken in a timely manner using the correct materials and procedures. All waste/clean-up material is to be removed off site and disposed of in the appropriate facilities. Site clean-up is to be signed off by Northport.

## **5. Health & Safety**

### **The port user company will:**

- 5.1 Utilise safe operational and general work practices and comply with the Health and Safety Employment Act 1992 and any amendments;
- 5.2 Maintain auditable procedures that comply with the requirements of this Act;
- 5.3 Maintain a Drug and Alcohol Policy acceptable to Northport;
- 5.4 Maintain a Code of Conduct acceptable to Northport;
- 5.5 Report all near misses, incident, and/or accidents as soon as practicable, as and no later than 24 hours, to Northport security.

## **6. Port Access**

### **The port user company will:**

- 6.1 Comply with the security arrangement, including having completed an induction process for access to the port area as determined by Northport. This includes complying with requirements under respective legislation inclusive of C-TPAT and ISPS Code requirements.
- 6.2 Comply with all traffic management rules whilst on all Northport premises inclusive of all speed limits, intersection stop and give way rules, priority and directional information as marked by signage and/or on roadways, using only designated parking and storing of vehicles in allocated areas as determined by Northport.
- 6.3 Operate all vehicles and plant as required by Northport traffic management plans, all vehicles must display an Approved Vehicle sticker or Approved Access card, headlamps must be on at all times, seatbelts must be worn at all times, no mobile communication devices are to be operated while moving.
- 6.4 Operate all vehicles and plant as required by the NZ Road Rules and Land Transport Act 1998 and any amendments.

## **7. Supply of Information to Northport**

### **The port user company will:**

- 7.1 Supply Northport with information relative to cargo operations required by Northport to meet all regulatory requirements and Northport's own internal requirements in a timely manner;
- 7.2 Supply Northport with an accurate vessel cargo exchange summary at the earliest possible opportunity on completion of the vessel exchange. It is expected that this information will be exchanged electronically unless otherwise agreed.

## **8. Wi-Fi and Radio Frequencies**

### **The port user company will:**

- 8.1 Ensure radio frequencies do not interfere with any existing frequencies utilised by Northport, border security agencies or existing port user frequencies;
- 8.2 Ensure the introduction of Wi-Fi (broadband) or other wireless networks do not interfere with existing networks utilised by Northport and must gain prior approval from Northport to install equipment or utilise intended frequencies.
- 8.3 Obtain approval from Northport for the installation of any hardware on Northport infrastructure; all installation and electrical design and final install drawings must be provided.

## **9. Indemnification:**

### **The port user company will:**

- 9.1 Indemnify Northport against all claims, proceedings or losses caused by the acts or omissions of the port user whether relating to Northport or any other person.
- 9.2 The port user shall take out insurance policies of an amount to be reasonably determined by Northport to cover as far as may be legally possible the indemnities included in clause 9.1 and shall provide evidence of such insurances if so requested by Northport.

## **10 Force Majeure**

- 10.1 Northport shall not be held responsible in any way for any loss or damage arising out of a suspension of services resulting from any Act of God, strike, lock out, industrial dispute, or any other issue outside of the control of Northport.

## **11 General**

- 11.1 Northport may amend these rules at any time. Notice of such changes will be provided when appropriate and practicable to do so. When such changes are made, thirty (30) days' notice of any change to these rules will be provided.

**DEFINITIONS:**

The definition of “Northport’s premises” is all that area of land and structures thereon as shown on the attached plans.

**ATTACHMENTS:** Northport Ltd - Outline of Premises 2013 Plan