



PORT FACILITY OPERATING RULES

(Rev 2. April 2026)



Executive Summary:

This document sets out the compliance requirements for all users of the Northport Port Facility at Marsden Point, Northland, New Zealand. These Port Facility Operating Rules regulate access to, and activities undertaken at, the Port.

As the principal governing document for operational conduct at the Port, the Port Facility Operating Rules sit above all internal policies, procedures, and guidance documents. All subordinate documents must align with, and remain within the scope of, these Rules. Where other documents provide detailed processes or instructions, they do so under the authority of this overarching framework. In the event of any inconsistency, these Rules take precedence.

The Rules apply to all work and business operations conducted at the Port. Compliance with the Rules is mandatory and is a condition of being granted a licence to access the Port to undertake Work.

Port Users accept these obligations through completion of the Northport Site Induction or, for a Port User Business, through the granting of an Authority to Operate.

Northport may take enforcement action in response to any non-compliance with the Rules, including suspension or revocation of access to the Port. The enforcement processes, including appeal rights, are outlined in this document.

Document Revision History:

Revision Number	Revision Date	Reviewed By	Revision Type	Pages Reviewed
0	2013	Jon Moore		
1	Jan 2020	Management Team	Full	All
2	April 2026	Ken Andrews Northport SLT MWIS	Full	All

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NOTE: THE MOST UP-TO-DATE VERSION IS PROVIDED ONLINE AT www.northport.co.nz

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1. Definitions

“Northport” means Northport Limited (Ltd), its officers, employees, authorised representatives, and its agents. Northport Ltd is a subsidiary of Northport Group Ltd.

“Northport Port Facility” and “Port Facility” and “the Port” means the Northport Port Facility at Marsden Point, New Zealand. It Includes all land, infrastructure, and facilities owned, leased, operated, or controlled by Northport, and includes the **“Workplace”** as defined by the Health and Safety at Work Act 2015 (**“HSWA”**). Note the clarification of areas in **Section 2: Areas**.

“Port User Business” means the business, organisation, or Person Conducting a Business or Undertaking (**“PCBU”**) as defined in the HSWA, undertaking Work at the Port (whether under an Authority to Operate or other licence) and includes any company, unincorporated entity or natural person.

“Port User” refers to both a Port User Business and a Worker.

“Work” means any activity carried out in the course of a business or undertaking at the Port.

“Worker” has the meaning provided under the HSWA, and includes any person under the control, supervision, or direction of the Port User, undertaking Work at the Port.

“Port Facility Operating Rules” and “the/these Rules” means these Port Facility Operating Rules, and subsequent amendments as published on Northport’s website <http://www.northport.co.nz>.

“Authority to Operate” means the non-exclusive authority granted by Northport to a Port User Business permitting access to the Port for the purpose of undertaking Work for a period on the terms and conditions set out in that Authority to Operate and these Rules.

“Plant” has the meaning provided under the HSWA.

“Structure” means anything that is constructed whether fixed, moveable, temporary or permanent – including buildings, masts, towers, frameworks, pipelines, bridges, shafts, or tunnels – as well as any component or part of a structure.

“Waste” means any material generated as a result of the Port Users operations, including but not limited to packaging, dunnage, lashings, strappings, pallets, wrap, damaged materials, general refuse, quarantine waste, waste food, and residues. It includes substances such as oils, greases, spill residues, contaminated absorbent, and cleaning materials.

2. Areas

This section clarifies designated operational and regulatory areas at the Port.

2.1 APPENDIX 1: *Northport Port Facility Area Plan*

This area is defined by the port's boundary fences, gates, and wharf extremities.

This area also defines the **Biosecurity Control Area**, for which the regulator is the Ministry of Primary Industries (MPI) under the Biosecurity Act 1993.

2.2 APPENDIX 2: *Customs Controlled and Port Security Areas.*

This area is the **Customs-Controlled Area**, for which the regulator is the New Zealand Customs Service under the Customs and Excise Act 2018.

This area is also designated as a **Port Security Area**, for which the regulator is Maritime New Zealand (MNZ) under the Maritime Security Act 2004.

2.3 APPENDIX 3: *MNZ Safer Ports Programme Map.*

This area is the MNZ Safer Ports Programme Area, for which the regulator is MNZ under the Health and Safety at Work Act 2015.

Any event, incident, or situation that is notifiable under the Act, and that occurs within this area, must be notified to MNZ in accordance with the Act and associated regulations.

The land area outside this boundary remains under the regulatory control of WorkSafe New Zealand under the Health and Safety at Work Act 2015, except where otherwise expressly designated by legislation.

3. Commitment of Northport

Northport commits to providing a safe, legally compliant, and efficient port facility.

Northport will:

- 3.1 Provide, at its sole discretion, non-exclusive access to berths, wharves, hardstands, land, infrastructure, and other Port resources, to Port Users for the purpose of carrying out Work, in common with others, and subject at all times to compliance with the Rules;
- 3.2 Comply with international and domestic laws, obligations, and environmental responsibilities;
- 3.3 Develop and maintain a framework of rules and guidelines, and ensure these are communicated to Port Users by publication on Northport's website;
- 3.4 Monitor Port User compliance with the Rules;
- 3.5 Record and monitor reported incidents at the Port, provide oversight of investigations, disseminate health and safety information, and actively promote a safe and healthy working environment;
- 3.6 Provide continuous site security, including patrols and monitored CCTV coverage at the Port;
- 3.7 Exercise general operational oversight to ensure the monitored, orderly, and efficient use of Port infrastructure, including storage and cargo turnover;

- 3.8 Facilitate meetings with Port Users in accordance with the HSWA principles of “cooperation, coordination, and consultation”;
- 3.9 Be liable to Port Users only to the extent provided for under the Rules.

4. General

This section outlines the general legal and procedural obligations with which all Port Users must comply to gain access to the Port and carry out Work.

Port Users must:

- 4.1 Comply with international and domestic laws, obligations, and environmental responsibilities and guidelines relevant to the Port User’s Work at the Port, including, for example:
- Maritime Security Act 2024 (“MSA”)
 - Customs and Excise Act 2018
 - Health and Safety at Work Act 2015 (“HSWA”)
 - Resource Management Act 1991 (“RMA”)
 - Biosecurity Act 1993
 - Approved Code of Practice for Loading and Unloading of Cargo at Ports and on Ships 2024.
 - Health and Safety at Work (General Risk and Workplace Management) Regulations 2016
 - Health and Safety at Work (Worker Engagement, Participation, and Representation) Regs 2016
 - Health and Safety at Work (Major Hazard Facilities) Regulations 2016
 - Health and Safety at Work (Hazardous Substances) Regulations 2017
 - Plumbers, Gasfitters, and Drainlayers Act 2006
 - Human Rights Act 1993
 - Smoke-free Environments Act 1990
 - Maritime Transport Act 1994
 - The Port and Harbour Marine Safety Code 2026
 - Building Act 2024
 - The Health Act 1956
 - The International Health Regulations (“IHR”) 2005
 - Health and Safety in Employment Regulations 1995
 - Electricity Act 1992 and the Electrical (Safety) Regulations 2010
 - Hazardous Substances and New Organisms Act (“HSNO”) 1996
 - Customs - Trade Partnership Against Terrorism (“C-TPAT”) 2001
 - International Ship and Port Facility (“ISPS”) Code 2004
 - Building a Fatigue Risk Management System – Good Practice Guidelines for the Port Industry
 - The Approved Code of Practice for Cranes 2009, and associated ACOP’s.
 - The Approved Code of Practice for Load-lifting Rigging 2012
 - The Best Practice Guidelines for Working at Height in New Zealand.
- 4.2 Comply with Northport’s plans, conditions, terms, protocols, requirements and instructions published on Northport’s website, including, for example:
- Conditions within Northport Maritime Security Plan, eg security levels
 - Emergency Plan
 - Port Facility: Health and Safety Requirements
 - Port Information and Operating Criteria for Shipping Operations at Northport

- Terms and Conditions, and other conditions under commercial agreement
- Hazardous Substance Storage and Cargo Handling Requirements
- Northport Site Induction
- Log Storage Management Protocols
- Minimum Requirements for Fumigation Operations at Northport
- The conditions of all Resource Consents granted to Northport.

- 4.3** Where any area of the Port is occupied by a Port User Business under a lease or licence with Northport, the Rules prevail over the terms of the lease or licence to the extent of any ambiguity.

5. Health & Safety in the Workplace Policy Requirements

This section outlines the health, safety, environmental, and conduct standards, including reporting requirements, that all Port Users must comply with to ensure a safe, responsible, and legally compliant workplace.

Port Users must:

- 5.1** Adopt and integrate a 'Safety First' culture into business policies, procedures, plans, operations, and Work, with a commitment to achieving a zero-harm workplace;
- 5.2** Fulfil their duties as required by the HSWA;
- 5.3** Maintain documented, auditable health, safety, and environmental policies, procedures and plans, which must be made available to Northport for review immediately upon request;
- 5.4** Ensure that all policies, procedures, plans, operations, and Work meet or exceed the standards set out in Northport's corresponding policies as published on Northport's website, including, for example, Northport's:
- Health and Safety Requirements
 - Drug and Alcohol Policy
 - Environmental Policy
 - Fatigue Management Policy
 - Oil Spill Containment and Clean-up Plan
 - Traffic Management Planning
 - Plant and Mobile Plant Standards and Maintenance Planning
 - Social Media Policy (posting of work-related media and comments)
 - Photography and Video Policy
 - Hazardous Substance Storage and Cargo Handling Policy
 - Smoking and Vaping Policy

Where a Port User does not have a policy, procedure, or plan that aligns with Northport's standards, Northport's policies, procedures, plans and standards will apply as the minimum requirement.

- 5.5** Cooperate, coordinate, and consult with Northport and other Port Users in accordance with HSWA requirements;
- 5.6** Promote and enforce a high standard of professional conduct, including supporting Northport's zero-tolerance policy toward physical or verbal aggression;

- 5.7 Ensure the containment and timely removal of all Waste generated by its Work. Any hazardous or regulated substance must be handled and disposed of in accordance with applicable maritime, port, and environmental regulations;
- 5.8 Immediately report to Northport any emergency or Notifiable Event (as defined in the HSWA) and make notification in accordance with their duties as a PCBU. In the event of any other incident, near-miss, property damage, oil or hazardous substance or contaminant spill or release, report to Northport as soon as practicable and within 12 hours;
- 5.9 Immediately report to Northport any actual or potential health and safety risk or hazard, whether or not the risk or hazard arises from the Port User's own activities;
- 5.10 In addition to points 5.8 and 5.9, submit into the Northport online reporting system any Notifiable Event or significant incident, near-miss, spill, damage, hazard or risk, as soon as practicable and within 48 hours;
- 5.11 Cooperate with any investigation conducted by Northport or any regulatory authority, including for example Maritime New Zealand (MNZ), Customs, Biosecurity NZ, WorkSafe NZ, or the New Zealand Police;
- 5.12 Cooperate with all legal requirements and Northport policies concerning detention, search and seizure, and testing (including drug and alcohol testing);
- 5.13 Train and educate their Workers on their business policies, procedures, plans, and operations, and to monitor the standard of this training and education;
- 5.14 Train and educate their Workers on compliance with the Northport Port Facility Operating Rules;
- 5.15 Enforce compliance of their own rules and the Port Facility Operating Rules, including a robust investigation process, rectification, and legal disciplinary process for breaches.

6. Access to the Northport Port Facility to Work

This section defines the conditions and requirements for accessing the Port, emphasising that entry is a controlled privilege subject to compliance with the Rules.

The Port is Northport's privately owned property. Access is a privilege granted by Northport which may be revoked at any time at Northport's sole discretion.

Access to the Port is strictly limited to the performance of Work.

Compliance with the Rules is a condition of entry and access to the Port.

Port Users must:

- 6.1 For a Port User Business, enter into an Authority to Operate licence prior to entry to the Port unless exempted in writing by Northport;
- 6.2 For a Worker, have a valid and current Northport Site Induction prior to entry to the Port;
- 6.3 Immediately report any breach of rules regarding access or security either in person or by phone to the Port Services Centre (PSC).

7. Labour

This section outlines the responsibilities of Port User Businesses to provide adequate, competent, and well-managed labour resources to ensure complaint, safe and efficient operations in accordance with the Rules.

Port Users must:

- 7.1 Where they are engaged in ship loading, discharge, or other related operations, ensure sufficient Workers are available to support operations over 24 hours a day, seven days a week;
- 7.2 Implement systems to manage Worker fatigue in accordance with industry best practices;
- 7.3 Ensure that they and all their Workers, including contractors, suppliers, and agents:
 - Abide by the Rules;
 - Are trained and educated in accordance with relevant law, industry best practice, and operating procedures for the Work undertaken;
 - Are inducted, competent, qualified, licensed, and certified to perform the Work undertaken;
 - Are briefed at the start of their shift for the Work they are undertaking;
 - Are at all times supervised by the Port User, especially where training or competency development is required.
 - Are fit for duty.

8. Plant

This section sets out the requirements and standards for the safe approval, operation, storage, and maintenance of all Plant used at the Port.

Port Users must:

- 8.1 Ensure that Plant and its operation comply with relevant regulations, industry standards and best practices;
- 8.2 Ensure that Plant and its operation comply with the rules and standards as outlined in Northport's *Port Facility: Health and Safety Requirements*;
- 8.3 Obtain Northport's approval before bringing any Plant onto the Port Facility that is not of an existing type and model previously approved;
- 8.4 Comply with all load-bearing and operational restrictions imposed by Northport including limits relating to the engineering capacity of the Port's wharves, bridges, roads, and storage areas;
- 8.5 Seek permission from Northport to store Plant on the Port.
- 8.6 Ensure the Plant displays clear signage identifying the company to whom it belongs;
- 8.7 Ensure that non-mobile Plant is moved around the Port using suitable transport and competent operators.
- 8.8 Ensure operators of Plant take care to avoid damaging Port surfaces (noting fair wear and tear is not considered damage for the purpose of this clause);

- 8.9 Ensure roads within the Port remain unobstructed. Plant placed on the wharves must be relocatable at short notice on request.
- 8.10 Ensure repairs and maintenance, where practicable, is carried out at suitable workshop areas.
- 8.11 Ensure Plant remains sufficiently clean so as to eliminate the risk of Plant fire.
- 8.12 Washing down of mobile Plant must occur at Northport's wash bay, or other approved location.

9. Work Areas and Work Undertaken

This section outlines the responsibilities of Port Users in managing and maintaining designated Work areas safely, efficiently and compliantly.

Port Users are responsible for the complaint, safe, clean, and efficient operation, use, and maintenance of any Port area used for their Work purposes.

Northport assumes no management or supervisory role over a Port User's Workers or Work unless expressly agreed.

Port Users must:

- 9.1 Ensure all Work is conducted compliantly, safely, and efficiently in accordance with the HSWA and other relevant legislation.
- 9.2 Seek the safest, reasonably practicable means to eliminate or control health and safety hazards and risks.
- 9.3 Utilise, manage, and control their designated Work area compliantly, safely, and efficiently.
- 9.4 Ensure other Port Users aren't put at risk from their activities, including other Workers, visitors, and persons transiting their Work area.
- 9.5 Where other Port User Businesses are involved with or affected by their activities, must consult, co-operate, and co-ordinate with those Port Users on those activities.
- 9.6 Implement a Traffic Management Plan ("**TMP**") or Temporary Traffic Management Plan ("**TTMP**") for their Work area, which must be coordinated with existing TTMPs and align with Northport's site-wide TMP.
- 9.7 Operate strictly within the boundaries of their designated Work area, manage those physical boundaries, coordinate interfaces with neighbouring Port Users, and control access to and from their designated Work area unless otherwise managed by Northport;
- 9.8 Maintain their designated Work area in a clean and tidy condition with particular attention to the containment of oil and hazardous substances, and the control of Waste and dust;
- 9.9 Proactively contribute to the general tidiness of the shared areas of the Port with a focus on safety, efficiency, and professionalism, with shared responsibility.
- 9.10 Obtain any permits required before commencing Work;
- 9.11 Not interfere with or obstruct the Work of Northport or any other Port User.
- 9.12 Not modify any Northport infrastructure or property without Northport's written consent;
- 9.13 Not access or use Northport's utilities such as power, water, and IT systems without Northport's consent;

- 9.14 At the completion of Work activities on a short-term work area such as at shipside, remove all equipment, Plant, and Waste, and leave the area in a clean, tidy, and safe condition to Northport's satisfaction.
- 9.15 At the end of an occupation of a long-term designated Work area, or when otherwise directed by Northport, remove all equipment, Plant, structures, and Waste, and reinstate and return the area to a tidy, clean, and safe condition to Northport's satisfaction.
- 9.16 Reimburse Northport for all reasonable costs incurred by Northport for any cleaning or reinstatement of the Port User's Work area, and for the repair and reinstatement of Northport infrastructure or property damaged (excluding fair wear and tear) or modified without Northport's prior written consent.

10. Supply of Information to Northport

This section outlines Port Users' obligations to promptly supply Northport with information necessary for compliance and administration.

Port Users must:

- 10.1 Promptly provide Northport with all cargo, health and safety, and any other information to enable Northport to meet its international and domestic legal and commercial obligations;
- 10.2 Provide to Northport an accurate vessel cargo exchange summary no later than three days after completion of a vessel exchange electronically unless otherwise agreed;
- 10.3 Promptly, on request, provide to Northport information relating to incidents, accidents or investigations;
- 10.4 Promptly, on request, provide to Northport any statistical information Northport requires.

11. Protection of the Environment

This section sets out the environmental responsibilities with which Port Users must comply.

Northport is obligated and committed to protecting the environment and to comply with the conditions of its RMA consents and expects the same of all Port Users with respect to their Work at the Port.

Port Users must:

- 11.1 Comply with the RMA and the Whangarei District Council (WDC) and Northland Regional Council (NRC) rules and permitted activities relevant to the Port User's Work at the Port;
- 11.2 Comply with relevant conditions of Northport's consents that apply to the Port User's Work at the Port;
- 11.3 Comply with all reasonable directions issued by Northport relating to RMA compliance and environmental protection;
- 11.4 Comply with the Northport *Environmental Management Plan*;
- 11.5 Control and reasonably mitigate noise, dust, contaminants, light pollution, and Waste in all aspects of their activities and operations;
- 11.6 Comply with the environmental rules, standards, and expectations set out in Northport's *Port Facility: Health and Safety Requirements*.
- 11.7 Report any incidents negatively affecting the environment to Northport immediately.

12. Commitment to the Community

This section outlines the importance of the Port's social licence to operate through responsible, ethical, and community-conscious practices, and being an environmental and social steward.

A social licence to operate is the ongoing acceptance, approval, and trust that Northport and Port Users maintain with the local community and broader stakeholders, including iwi/hapu, and the general public. This informal and evolving concept reflects the community's perception of the Port's legitimacy, credibility, and social responsibility.

Port Users must:

12.1 Conduct their operations in a manner that actively supports and protects our social licence to operate. This includes:

- **Environmental Performance** - Committing to sustainable practices, minimising environmental impacts, complying with the RMA and Northport's consent conditions, environmental protocols and Northport directions;
- **Cultural Respect** - Recognising and respecting the values of local iwi and hapū, and engaging appropriately with cultural heritage and tikanga Māori;
- **Community Awareness** - Being mindful of the Port's proximity to residential areas by managing noise, dust, lighting, and port-related traffic impacts, and avoiding activities that may negatively affect public perception of the Port;
- **Responsible Business Conduct** - Upholding ethical, lawful, and professional standards, acting with integrity, and contributing positively to the Port's reputation as a safe, responsible, and valued regional asset;
- **Diversity and Inclusiveness** - Promoting a respectful, inclusive workplace that values diversity and equal opportunity for all individuals.

13. Enforcement

This section sets out how Northport will enforce compliance with the Rules.

Northport will enforce compliance with the Rules with a specific focus on:

- Health and Safety
- Security
- Legal Obligations
- Environmental Responsibilities and our Social Licence to Operate

13.1 Northport may, at its sole discretion, determine a breach of the Rules, assess the seriousness of the breach, and subsequently take enforcement action.

13.2 In the event of a breach of the Rules by a Port User, Northport may, at its sole discretion, take any one or more of the following actions in any order:

13.2.1 Issue a **Warning**, and in the event of three Warnings for the same or similar action or inaction in breach of the Rules, Northport may Suspend or Terminate a Port User's licence to access the Port. Note: Warnings may colloquially be referred to as '**Strikes**';

- 13.2.2 Require an immediate **Shutdown** of a Port User's Work for a period of up to 12 hours or extended until the non-compliance has been remedied to Northport's satisfaction, and other conditions as determined by Northport are met;
- 13.2.3 **Suspend** a Port User's licence to access the Port for a period until the non-compliance has been remedied to Northport's satisfaction, and other conditions as determined by Northport are met;
- 13.2.4 **Terminate** a Port User's licence to access the Port;
- 13.2.5 Require a Port User to direct their Workers, as determined by Northport, to immediately depart from and cease accessing the Port;
- 13.2.6 Itself require any Worker to immediately depart from and cease accessing the Port.
- 13.3** Action taken by Northport on a Port User may be irrespective of any other action the Port User may be subject to.
- 13.4** Notices to a Port User under this section are effective when issued verbally. Northport will also issue a notice in writing as soon as reasonably practicable, setting out the relevant action or inaction, the reasons for the notice, the duration of any Shutdown or Suspension, and any required remedial actions or conditions.
- 13.5** Upon receipt of any notice for Suspension or Termination the Port User will immediately stop Work and on the further direction of Northport:
- Remove the Port User's property from the Port;
 - Make good any damage (other than fair wear and tear);
 - Return to Northport any Northport property (including records, documents and intellectual property);
 - Depart from the Port;
 - Cease accessing the Port.
- 13.6** On actioning a Suspension or Termination, Northport may, at its sole discretion, remove, sell or dispose of any of the Port User's property which remains at the Port for 14 days for mobile plant and three months for fixed plant after Northport has directed the Port User to remove that property. If sold, Northport may offset the proceeds against the costs of any removal and disposal and otherwise retain the net proceeds of any sale. The Port User must, upon demand, reimburse Northport for the costs of any removal and disposal.
- 13.7** Termination does not operate as a waiver of any breach of the Rules or a Northport Authority to Operate licence or any other agreement to access or a lease of any area within the Port and is without prejudice to any other Northport claim or right.
- 13.8** In the event of any action under this section, Northport is not liable to the Port User or any other Port User, Worker or third party for any direct or consequential losses or costs incurred.

14. Appeal

This section outlines the process by which a Port User may appeal enforcement actions taken by Northport in response to a breach of the Rules.

- 14.1** A Port User has no right of appeal against a Warning, as Warnings are not subject to review.

- 14.2** A Port User may appeal against any other enforcement action taken by Northport in accordance with this clause.
- 14.3** Any appeal must be submitted in writing to Northport within ten (10) days of receiving Northport's written notice of enforcement action.
- 14.4** The parties will engage in good faith to resolve the dispute within five (5) days after submission.
- 14.5** If the dispute remains unresolved, either party may request mediation by notifying the other with details of the disputed issues. The parties must then:
- Agree on a mediator within three (3) days, and if no agreement can be reached, either party may seek appointment of a mediator by the Arbitrators and Mediators Institute of New Zealand (AMINZ);
 - Appoint a representative authorised to settle the matter;
 - Collaborate in good faith to attend and participate in a mediation meeting within 21 days;
 - Share the mediator's fees and any costs of appointing the mediator equally.
- 14.6** If mediation does not resolve the dispute within 21 days, then either party may refer the dispute to arbitration. Any arbitration will be determined by a sole arbitrator who must be agreed by the parties within five days, and if none can be agreed, by a sole arbitrator appointed by AMINZ.
- 14.7** The costs of the arbitrator and any costs of appointment must be shared equally between the parties at first instance but may be allocated at the discretion of the arbitrator.

15. Liability and Indemnification

This section sets out the limitations on Northport's liability, duties of Port Users to make good any loss or damage to Northport, and indemnifications.

- 15.1** Access to and use of the Port is at the Port User's own risk.
- 15.2** Northport is not liable to any Port User for any loss, damage, delay, loss of access, or suspension or reduction of services arising of any event outside Northport's reasonable control, including but not limited to any Act of God, natural disaster, pandemic, war, strike, lockout, industrial dispute, government or local authority direction (including lockdowns), or any other similar event whether or not such event or action is lawful.
- 15.3** Northport's liability to a Port User whether at law or in equity is limited to direct physical loss caused by Northport of an amount equal to the lesser of the actual loss or damage or NZ\$20,000 per event or series of connected events.
- 15.4** Northport is not liable to a Port User for any loss or damage caused by any other Port User or third party, or indirect, special, punitive or consequential loss or damage however that is caused, including by the negligence or recklessness of Northport.
- 15.5** A Port User must make good, at their own cost, any damage or loss the Port User causes to the Port or Northport's property (excluding fair wear and tear) and indemnifies Northport against any damage or loss they cause to any other Port User or third party, including Northport's legal costs on a solicitor- and-own-client basis.

15.6 Environmental and Regulatory Liability

Without limiting any other obligation under these Rules, the Port User is fully responsible for, and indemnifies Northport against, all loss, damage, liability, cost, or expense arising out of or in connection with:

- a) any pollution, contamination, spill, discharge, emission, or environmental harm caused or contributed to by the Port User;
- b) any breach by the Port User of any applicable environmental, health and safety, maritime, or port-related legislation, regulation, consent, permit, or standard;
- c) any infringement notice, abatement notice, improvement notice, prohibition notice, enforcement order, prosecution, fine, penalty, or other regulatory action taken against Northport arising from any act or omission of the Port User and
- d) all clean-up, remediation, response, monitoring, investigation, consultant, contractor, and legal costs reasonably incurred by Northport, including costs required or directed by any regulator or authority, except to the extent caused or contributed to by Northport or any third party.

15.7 Nothing in the Rules limits Northport's right to make claim against a Port User for any further losses, whether in law or in equity.

15.8 Port Users must maintain sufficient insurance including public liability insurance of not less than NZ\$10,000,000 and such environmental liability or pollution insurance as is appropriate having regard to the nature of the Port User's activities and must provide a certificate of currency to Northport upon request.

16. Notices

16.1 Notices under the Rules may be served by the Port User on Northport by delivery to the Northport Port Services Centre or by email to **administrator@northport.co.nz**.

16.2 Notices for Port User Business's under the Rules Notices may be served on the Port User Business by delivery to the branch or operations manager of the Port User, or by email to their usual address.

16.3 Notices for an individual Port User under the Rules may be served directly on the Port User, or by email to their usual address.

17. Amendments

17.1 Northport may review and amend the Rules at any time. Amendments take effect thirty (30) days after being posting on Northport's website, or immediately upon direct communication to the Port User's usual email address, whether or not such notice is received.

Northport Ltd

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ISSUE	DATE	DETAILS	APPROV	BY

 Northport PO BOX 10 RUKAKA NEW ZEALAND TEL 09 435 5010	Date _____		NORTHPORT PORT FACILITY AREA OVERVIEW PLAN		Scale
	Drawn B SWEENEY	Checked B SWEENEY	Revised	Issue No. DIC-00-135	Revision 01
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NORTHPORT

[illegible]

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PLUNKAN, NEW ZEALAND

Appendix 3: MNZ Safer Ports Programme Map



ISSUE	DATE	DETAILS	APPROVED	BY

LEGEND	
	ASSOCIATED PORT INFRASTRUCTURE
	PORT INFRASTRUCTURE IN SCOPE

Northport
 P.O BOX 44
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 TEL 09 432 5010

MARITIME NZ AREAS
SAFER PORTS PROGRAMME MAP

Date: 06-05-12 Drawn: NTS Checked: B GREENY Title: T RIVAN	Date: APRIL 2026 Issue: R2 Rev: 01
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