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## **Carrier Access Arrangements**

The website Terms of Use form part of this document. By accepting those Terms of Use you also agree to these conditions.

### **1. Overview**

Container Refrigeration Services (CRS), Empty Container Park is committed to work safety, customer focus and continuous improvement.

### **2. Site Safety Requirements**

CRS places the utmost importance on site safety for all employees, contractors and visitors who access the park. We take a stance of zero tolerance to behaviours that contribute to workplace incidents which have a negative impact to the business. Safety is a fundamental component of operations and it will be incorporated into all business relationships and processes.

### **3. Personal Protective Equipment (PPE) Requirements**

- Drivers entering the park are required to wear closed shoes.
- Drivers entering the park are required to wear High Visibility Garments with a minimum being a vest to be worn as an outer layer of clothing (Compliant to Australian Standard AS 4602).

### **4. Traffic Management**

- Obey all signage around the depot including Entry and Exit signs posted on gates
- Truck drivers must adhere to traffic flow.
- Truck Drivers must stop at the designated STOP signage at unload area.
- Trucks must give way to pedestrians.
- Trucks must give way to forklifts operating in the depot.
- Drivers are to remain in their truck until Forklift is stationary.
- Truck Drivers are not to wonder around the depot unless advised to do so.

- Drivers are to remain with their vehicles while in the designated roadways, do not leave any truck unattended.
- Truck drivers are to remain in their vehicle whilst being loaded or unloaded.
- Drivers are not permitted to perform maintenance or cleaning activities on any vehicle whilst in the park.
- Maximum speed limit in the park is 10 km/hr.
- Drivers must be/ and hold a valid license to operate their truck and its configurations.
- Drivers must secure the twist locks on all four corners of the container(s) prior to departing the park.
- Drivers shall not access the top of trucks or containers (point of work) where a fall the potential of which is = or > than two meters exists.
- Drivers are not to walk under or drive under a suspended load.
- Drivers must ensure all container locking pins are in the ready position for container loading or unloading. Damage resulting from failure to correct position container locking pins will be the responsibility of the driver.
- All container locking pin for all four corners of each container must be present and in working condition.
- Side loader trailers must have contrasting hi visibility markings on the trailer arms. All skeletal trailers must be fitted with safety chains.
- Intoxicants, illegal narcotics and persons under the influence of are not permitted in the depot.
- Any plant or property damage must be reported immediately to the office.
- Drivers must keep at least 2 metres behind the vehicle in front at all times whilst on this site and ensure that the park brake is on before they exit their vehicle.
- Visitors must not wonder around the depot unless accompanied by a staff member and directed to do so.
- Pedestrians must use designated walkways at all times.

## 5. Container Park Access

Container Transport Operator (CTO) access to CRS is by pre transacted “Notification” Through the website at [www.containerchain.com](http://www.containerchain.com). CTOs will be required to have an active commercial account managed through the website at [www.containerchain.com](http://www.containerchain.com) order to pre transact “Notifications”.

### Returning an Empty Container

- All containers being returned to CRS will require a “Container Return Advice” transaction to be completed by the CTO in [www.containerchain.com](http://www.containerchain.com) prior to the truck arriving at the park.
- All “Container Return Advice” containers being returned to CRS will require a “Notification” to be made by the CTO in [www.containerchain.com](http://www.containerchain.com) prior to the truck arriving at the park.
- All “Notifications” will require the truck registration number to be recorded by the CTO prior to the arrival of the truck at the park.

### Picking Up an Empty Container

- All containers being collected from CRS will require a “Container Pick Up Advice” transaction to be completed by the CTO in [www.containerchain.com](http://www.containerchain.com) prior to the truck arriving at the park.
- All “Container Pick Up Advice” transactions will require a “Notification” to be made by the CTO in [www.containerchain.com](http://www.containerchain.com) prior to the truck arriving at the park.

#### Returning an Empty (Bulk Run) Container

- All containers being returned to CRS will require a “Bulk Run Gate In” Notification to be completed by the CTO in [www.containerchain.com](http://www.containerchain.com) prior to the truck arriving at the park.
- All “Bulk Run Gate In” Notifications will require the truck registration number to be recorded by the CTO prior to the arrival of the truck at the park.
- If a truck arrives at CRS and their registration number has not been assigned to the notified Bulk Run, CRS will not be able to service the truck.

#### Picking Up an Empty (Bulk Run) Container

- All containers being collected from CRS will require a “Bulk Run Gate Out” Notification to be completed by the CTO in [www.containerchain.com](http://www.containerchain.com) prior to the truck arriving at the park.
- All “Bulk Run Gate Out” Notifications will require the truck registration number to be recorded by the CTO prior to the truck arriving at the park.
- If a truck arrives at CRS and their registration number has not been assigned to the notified Bulk Run, CRS will not be able to service the truck.
- All “Notifications” will require the truck registration number to be recorded by the CTO prior to the truck arriving at the park

### **6. Notification Times information**

- Notification times will be in 30 minute windows.
- Notifications will be made available 48 hours prior.

### **7. Container Fees**

- A Container Fee is applicable for each “Notification”.(Bulk Runs Excl)
- The Container Fee charged by CRS is \$8.00 + GST Per container and will be invoiced and collected by Containerchain Pty Ltd on our behalf.
- Occasionally CRS at its discretion, may open up notifications outside of normal business hours. These additional notifications will be advertised via a Containerchain CTO broadcast. Notifications outside our normal business hours will be charged at \$8.00 + GST per container.
- The Container fee will be reviewed annually and subject to CPI and business cost increases whichever is greater.

### **8. Truck Arrival Procedure**

- When a truck arrives at CRS the driver will be required to quote either the “Notification Number” or their truck registration number to container control. This will activate the transaction in the park operating system. The truck will then be directed to proceed into the park.

- If a truck arrives early for a “Notification”, on the same day of the “Notification”, they will be allowed entry subject to completing a Notification and other exigencies. For reporting purposes, the performance of the CTO in respect of that “Notification” will be recorded as being “Early”.
- If a truck arrives on time for a “Notification” they will gain entry subject to completing a Notification and other exigencies. For reporting purposes, the performance of the CTO in respect of that “Notification” will be recorded as being “On Time”.
- If a truck arrives late for a “Notification”, on the same day as the “Notification” the truck will be allowed entry subject to completing a Notification and other exigencies. For reporting purposes, the performance of the CTO in respect of that “Notification” will be recorded as being “Late”

#### **9. Failure to Arrive for a Notification**

If a truck fails to arrive on the day of the “Notification”, for reporting purposes, the performance of the CTO in respect of that “Notification” will be considered “Unutilised”. “Unutilised Notifications” will be charged the “Container Fee”

#### **10. Arrival without a Notification**

If a truck arrives at CRS without a “Notification” then CRS will not be able to service the truck.

#### **11. Cancelled Notifications**

- A “Notification” can be cancelled by a CTO up to 60 minutes prior to the commencement of a “Notification Window” and the “Container Fee” will not be charged.
- If a “Notification” is cancelled by a CTO after this time the “Container Fee” will be still be charged.
- CRS may also be required to cancel a “Notification” on behalf of a CTO due to internal operational issues. If this occurs the CTO will be advised by email and the corresponding “Container Fee” will not be charged.

#### **12. Invoicing**

- Container Fees will be invoiced to CTO’s by Containerchain Pty Ltd on behalf of Container Refrigeration Services in accordance with the website Terms of Use.
- Invoices are raised monthly and represent all activity for the preceding month.
- Invoice payment terms are fourteen days from invoice.
- Outstanding invoices will result in a CTOs Containerchain account being

suspended Reconnection of a suspended account will attract a reconnection fee of \$100.00 + GST.

### **13. Dispute Resolution**

If the intended container return or pick up from a "Notification" does not occur due to a contributing factor from CRS the CTO is required to log the issue with [www.containerchain.com](http://www.containerchain.com) Help Desk within 60 minutes of the truck departing CRS. This is to enable any potential invoice dispute regarding the "Notification" to be addressed. Disputed invoices can be taken up via the help desk at [www.containerchain.com](http://www.containerchain.com).

### **14. Liability and Indemnity**

The carrier must indemnify and keep indemnified CRS in respect of any loss or damage or death or injury to any person as a consequence of:

- a) Any breach of this arrangement by the carrier, its drivers, agents or contractors; (b) Any negligent act or omission or wilful misconduct of the carrier, its drivers, agents or contractors;

And

- b) Any damage to CRS property where such damage is the fault of the carrier, its drivers, agents or contractors.

Except to the extent that such loss or damage is caused by a breach of this arrangement or an act or omission constituting negligence or wilful misconduct by CRS

CRS must indemnify and keep indemnified the carrier in respect of any loss or damage or death or injury to any person as a consequence of:

- a) Any breach of this arrangement by CRS;
- b) Any negligent act or omission or wilful misconduct of CRS; and
- c) Any damage to the carrier's property where such damage is the fault of CRS

Except to the extent that such loss or damage is caused by a breach of this arrangement or an act or omission constituting negligence or wilful misconduct by the carrier, its drivers, agents or contractors.

### **15. Fatigue Management**

- Carriers are required by law to ensure drivers do not exceed their maximum regulated hours for driving and working. CRS will assist in every way to notify carriers of current and possible delays at the ECP. These notifications will be sent via our "Message Alert System" which sends emails and SMS messages to registered users.
- All carriers are responsible for managing their driver's hours and carriers must change over drivers who have worked their maximum number of hours. If the carrier is unable to change drivers then the carrier must withdraw and move the truck away from CRS

### **16. Depot Opening Hours**

Day to Day Operations-Monday to Friday 7:00am to 4.30pm (excluding public holidays) Bulk  
Runs By prior arrangement

#### **17. Alterations to these Carrier Access Arrangements**

Container Refrigeration Services reserves the right to alter these Carrier Access Arrangements. CTO's will be advised of alterations to this arrangement via the website at [www.containerchain.com.au](http://www.containerchain.com.au).