

## Container Transport Operator Access Terms & Conditions

LAST UPDATED 28/12/18

These Terms & Conditions govern the entry into and use of ACFS Port Logistics, ACFS e-Rail by Container Transport Operators (“CTO”). Any CTO seeking to access ACFS e-Rail is deemed to have accepted these Terms & Conditions.

### 1. Overview

ACFS e-Rail Sydney is an empty reposition container facility located at;

Enfield Intermodal Terminal

Gate E5 Mainline Drive South Strathfield NSW

CTO can contact the facility on (02) 8484-6262 during normal depot business hours. ACFS e-Rail Sydney is committed to high standards of safety, operational excellence and customer focus and will endeavour to meet all reasonable service requests in an efficient and timely manner; and it expects its customers and CTO's attending the site to acknowledge and match this commitment.

Depot Opening Hours: 5:00am to 5:00pm Monday to Friday.

### 2. Site Safety Requirements

ACFS e-Rail places the utmost importance on safety for all employees, contractors and visitors. We have policy of zero tolerance to behaviours that have the potential to contribute to workplace incident, or which may have a negative impact to our business or others. Safety is a fundamental component of our daily operations and we expect all those who enter our site to both respect and adhere to our safety principles and policies. It is a condition of entry to ACFS e-Rail that the CTO's ensure they comply with all legislative requirements, including the *Work Health And Safety Act 2011 (NSW)* and any regulations made pursuant to the act.

During business operations, and especially in the unlikely event of an emergency occurring on our site, CTO's must follow all reasonable instructions and requests issued by any ACFS e-Rail staff immediately and without question. Any CTO who fails to do so may be immediately expelled from the depot (with or without being served) and may be temporarily or permanently prohibited from further entry to ACFS e-Rail premises.

CTO's and their contractors enter the ACFS e-Rail site at their own risk and, to the extent permissible by law, ACFS e-Rail accepts no responsibility for any loss or damage of any nature suffered by any person entering its premises arising from any cause whatsoever including without limitation the negligence or wilful misconduct of ACFS e-Depot Link, its servants, agents or contractors.

### 3. Protective Equipment (PPE) Requirements

Truck drivers entering the site are required to comply with ACFS e-Rail PPE standards. At a minimum, a high visibility vest is to worn as an outer layer of clothing ( Compliant to Australian Standard AS/NZS 4602), as well as approved protective footwear (compliant to AS/NZS 2210).

### 4. Traffic Management

- Designated walkways and pedestrian crossings must be used at all times where possible.
- Maximum truck speed limit in the site is 10km/hr.
- Truck drivers must adhere to all traffic signs and instructions given by ACFS e-Rail staff.
- Trucks must give way to pedestrians and forklifts at all times whilst at ACFS e-Depot Link.

- Damage to either prime movers or trailer pins will be the responsibility of the driver.
- Under no circumstances are drivers allowed to engage/disengage twist locks in forklift operational areas. This task is only permissible whilst the truck is parked in the designated pinning bay (see map below).
- When returning an empty container, drivers must unlock container twist locks as they arrive in the pinning bay after paper work has been processed and before proceeding to the unloading area.
- All container locking pins for all four corners of each container must be working condition prior to loading. Damage to either the trailer or container resulting from a failure to correctly position container locking pins will be the responsibility of the driver.
- Truck Drivers are not permitted to perform maintenance or cleaning activities on their vehicles whilst on ACFS e-Rail sites.
- ACFS e-Rail will presume that all vehicles arriving at the site are fit for purpose and drivers hold the appropriate licenses/permits required under law.
- Any damage sustained to CTO`s vehicles must be reported immediately to Container Office staff.

## **5. Truck Driver Behaviour**

- Drivers must at all times conduct themselves in a safe and respectful manner whilst on site.
- Truck drivers suspected as being under the influence of drugs or alcohol will not be permitted on the site.
- Truck drivers are required to remain in their cabins whilst in the depot unless otherwise directed by ACFS e-Rail staff.
- Any driver found walking around container stacks or in any other place other than approved places such as the Container Office may be ejected from the site with or without being served.
- ACFS e-Rail reserves the right to impose sanctions and bans on any driver it deems to be a safety or health risk to its staff and/or operations.

## **6. Fatigue Management**

- CTO`s are required by law to ensure their drivers do not exceed their maximum regulated hours for driving and working. ACFS e-Rail will assist in every way to notify CTO of current and possible delays at its site via the Containerchain "Message Alert System".
- All CTO`s are responsible for managing their drivers hours and CTO`s must change over drivers who have worked their maximum number of hours. The CTO must not rely on ACFS e-Rail to manage their driver fatigue.

## **7. Access to ACFS e-Rail via the truck notification system**

CTO access to ACFS e-Rail is via a pre-booked "notification" through [www.containerchain.com](http://www.containerchain.com). A notification means a booking made by a CTO through Containerchain, for an allocated time for the return or pickup of a container. CTO`s will be required to have an active commercial account with Containerchain in order to book notifications. (To set up a commercial account with Containerchain go to [www.containerchain.com](http://www.containerchain.com) and register).

## 8. Notification Times

- Notification times will be in 30 minute windows (notification window)
- Notification windows will be made available up to 48 hours prior to the day that a notification is required

## 9. Returning an Empty Container

- All containers being returned to ACFS e-Rail will require an electronically generated “Container Return Advice” to be completed by the CTO in Containerchain prior to the truck arriving at the site. All containers being returned to ACFS e-Rail will subsequently require a “notification” to be made by the CTO in Containerchain prior to the truck arriving at the site.
- All “notifications” will require the container truck registration number to be recorded by the CTO prior to the arrival of the truck at the site.
- All containers received by ACFS e-Rail are deemed to be damaged until a full container survey has been completed to verify its true condition. Any identified damages will be subsequently reported through to the shipping line by ACFS e-Rail staff. Once reported, ACFS e-Rail will have no further responsibility for the damaged container. The container operator/shipping line may, at its discretion, deal with the issue of the damaged container directly with CTO.

## 10. Picking up an Empty Container

- All containers being collected from ACFS e-Rail will require a “Container Pick Up Advice”
- All container pick up advice transactions will subsequently require a “notification” to be made by the CTO in Containerchain prior to the truck arriving at the site
- All “notifications” will require the truck registration number to be recorded by the CTO prior to the truck arriving at the site
- All containers collected by the CTO have been accepted on behalf of their customer as “fit for purpose”

## 11. Container Notification Fee

- A fee is applicable for each notification
- Each “notification” is for one container
- The container fee applicable effective 19/11/18 for ACFS e-Rail is \$10.90 + GST per container notification (container fee) between the times 5:00am – 17:00pm and \$14.05 + GST per container notification (container fee) between the times 17:01pm – 4:59am
- The Container Fee will be reviewed annually and subject to CPI and business cost increases, whichever is greater
- Container Fees will be invoiced to CTO`s directly by Containerchain on a monthly basis.

## 12. Depot Gate Charge (DGC)

- Any container dehiired at ACFS e-Rail Enfield but not marked for ACFS e-Rail on the DO will attract a DGC (in addition to the Notification Fee above)
- The DGC partially covers the cost of handling, storage and rail relocation charges back to the Port.
- ACFS e-Rail cannot guarantee acceptance of non e-Rail DO's and acceptance is at the absolute discretion of ACFS e-Rail.

- ACFS will accept only certain Shipping Lines and grades which will be notified from time to time by email however it is the responsibility of CTO's to check via phone before attempting to dehire. ACFS e-Rail will not accept any redirection charges if CTO's have not had prior confirmation of acceptance
- An account with ACFS Port Logistics must be set up prior to acceptance of any container as the DGC will be applied directly by ACFS Port Logistics to the CTO's.
- The DGC container fee's applicable effective 1/1/2019 are;
  - \$40.00 + GST per 20' container
  - \$80.00 + GST per 40' container

### **13. Truck arrival procedure with a valid Notification**

When a truck arrives at ACFS e-Depot the driver will be required to quote either the "Notification Number" or their truck registration number to Container Office staff. Upon verification of a valid notification, the truck driver will then be directed to proceed towards the load/unload area.

If a truck arrives within their allocated "notification" they will gain entry. For reporting purposes, Containerchain will record the performance of the CTO in respect of that "notification" as being on time.

Trucks that arrive no greater than 30 minutes early, or no greater than 30 minutes late of their "Notification" will be allowed entry in to ACFS e-Depot Link, however truck drivers should not ;

- Expect to be serviced ahead of a CTO that has arrived within their allocated notification, and must ensure they do not cause excessive queuing on Mainline Road as a result of their early arrival.
- Trucks that arrive greater than 30 mins early for a "notification" must assess the appropriateness of their arrival in terms of current queue length and obvious congestion and their likely impact thereon. ACFS reserves the right to direct early arrivals away from the depot and return at the appropriate time.

ACFS e-Rail will review the outcomes of Containerchain reporting relating to Early and Late Arrivals, and reserves the right to amend this procedure should ACFS e-Depot determine it to be impacting negatively on its operations.

### **14. Failure to arrive for a valid notification**

If a truck fails to arrive on the day of its notification, that notification will be considered as being unutilised. Unutilised notifications will still be charged the "Container Fee", unless prior arrangements have been made with ACFS e-Rail staff to cancel the notification.

### **15. Arrival without a notification**

If a truck arrives at ACFS e-Rail without a notification, ACFS staff will not be able to service the truck. The driver of a truck that has arrived without a "notification" will be instructed to remove their vehicle from the queue and park in an appropriate place whilst they procure a notification.

### **16. 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 still be charged.

ACFS e-Rail 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.

## **17. Dispute Resolution**

All disputes arising out these terms & conditions must be logged with the Containerchain help desk for processing as each dispute arises. If the intended container return or pick up from a notification does not occur due to a contributing factor from ACFS e-Depot Link, the CTO is required to log the issue with the Containerchain help desk within 60 minutes of the truck departing ACFS e-Depot Link. This is to enable any potential invoice dispute regarding the notification to be addressed. Disputes relating to notification invoices must also be submitted to Containerchain help desk as each dispute arises.

The outcome of a dispute will be determined by Containerchain in accordance with its policies and procedures.

## **18. Liability and Indemnity**

The CTO must fully indemnify and keep indemnified ACFS e-Rail in respect of any loss or damage or death or injury to any person whatsoever which arises out of:

- a) Any breach of these terms and conditions by the CTO, its drivers, agents or contractors;
- b) Any negligent act or omission or wilful misconduct of the CTO, its drivers , agents or contractors
- c) Any damage to ACFS e-Rail or a third party`s property where such damage is caused by the CTO, its drivers, agents or contractors.

## **19. Alterations to these Terms & Conditions**

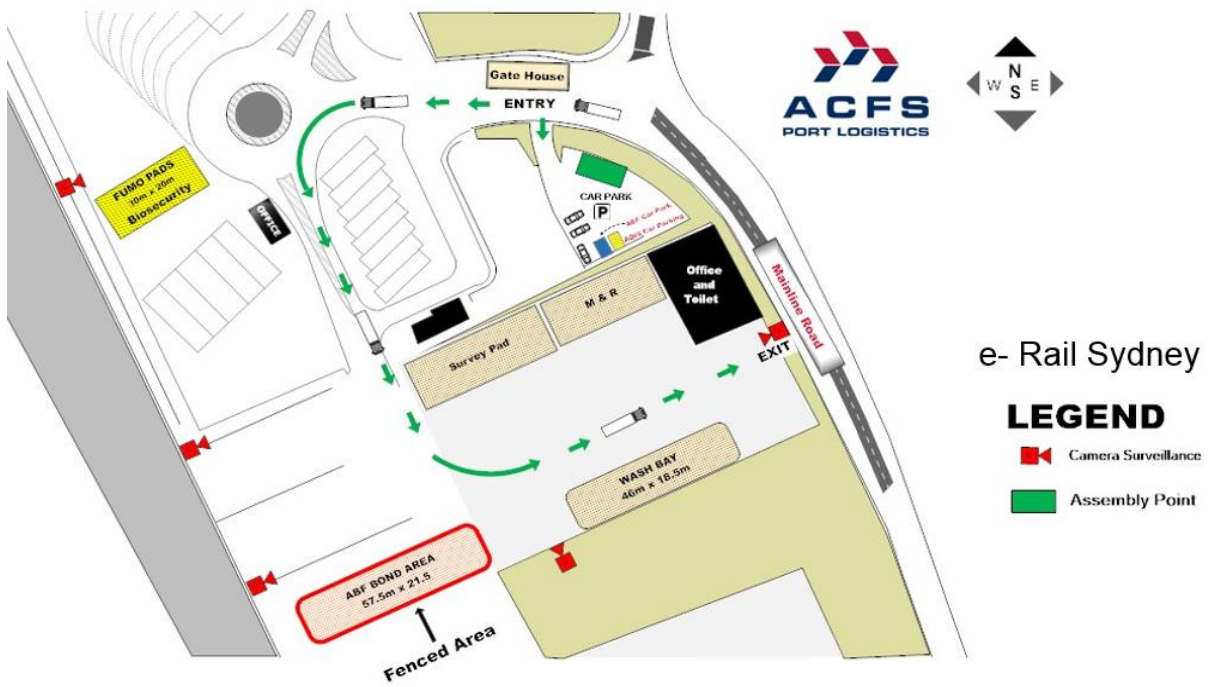
ACFS e-Rail reserves the right to amend these Terms & Conditions from time to time. Amendments will be published through Containerchain.com

## **20. Governing Law**

These terms and conditions, and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to these terms and conditions, shall be governed by and constructed in accordance with the laws of the state of New South Wales, Australia.



## **21. Severability**

If at any time a provision of these terms and conditions is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that will not affect or impair the legality, validity or enforceability in that jurisdiction of any other provision of these terms and conditions; or the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of these terms and conditions.



e- Rail Sydney

**LEGEND**

-  Camera Surveillance
-  Assembly Point