

## Container Transport Operator Access Terms & Conditions

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These terms and conditions govern the entry into use of Containerspace empty container park by Container Transport Operations (CTO). Any CTO seeking access to Containerspace yard is deemed to have accepted these terms and conditions.

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## 1. Overview

Containerspace is a shipping container storage facility located at 465-467 Somerville Road (between McDonald and Market Roads) Brooklyn, Victoria. Close to the Port of Melbourne and on a fully sealed and secure site we also have the capacity to store full containers.

Containerspace has made a strong commitment towards change in the Container Park Industry. Safety, sustainability and service excellence are the key focus in our daily operations and we will meet all reasonable service requests in an efficient and timely manner.

### 1.1 Depot Opening Hours

Monday – Friday : 5.00am to 5.00pm (excluding public holidays)  
Saturday : 6.00am to 12.30pm

\*\* Extended hours outside these times can be arranged on request \*\*

Please contact the depot Manager direct on 9314 5589

## 2. Site Entry Requirements

Containerspace places the utmost importance on safety for all employees, contractors and visitors who access our site. Containerspace has a policy of zero tolerance to behaviours that contribute to workplace incidents or which have a negative impact to our business and that of 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 Containerspace that the CTO's ensure they comply with all legislative requirements and Containerspace safety rules and procedures. Driver participation in the safety induction process and compliance with Containerspace site safety procedures is a mandatory requirement.

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

CTO's and contractors enter and bring their vehicles and other equipment onto Containerspace site at their own risk and Containerspace 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 Containerspace, its servants, agents or contractors.

## 2.1 Chain of Responsibility (CoR)

The CTO acknowledges and agrees that Containerspace takes its responsibilities under the Chain of Responsibility Law seriously. Without limiting any other provision in this Agreement, the CTO must comply with, and ensure that its Employees comply with, the CoR and retain proper, complete and accurate records of such compliance. The CTO must ensure that its Employees and Contractors understand, are adequately trained and aware of their obligations under CTO's systems; and any policies, procedures or systems of Containerspace relating to Chain of Responsibility laws and actively engage in implementing such practices.

For further information regarding CTO obligations please visit the Regulators website [www.nhvr.gov.au](http://www.nhvr.gov.au)

## 2.2 Vehicle Standards

1. All vehicles arriving at Containerspace must be registered, road worthy and maintained to a condition as per Vic Roads/manufacture's standards.
2. All vehicles are fit for purpose and serviced and maintained within the manufacturer's specifications.
3. CTO must ensure the dimensions of its vehicles are within the legal limits required for the transport of goods.
4. CTO must have implemented systems and procedures to ensure that they comply with NHVR law with respect to mass of its vehicles are within the legal limits for the transport of goods by road.
5. All vehicles must have twist locks fitted. Damage to either the prime mover or trailer pins will be the responsibility of the driver.

## 2.3 Fatigue Management

1. Notwithstanding Containerspace's obligations under Clause 2.3, the CTO remains responsible for managing its fatigue related obligations under CoR. CTO's are required to ensure their drivers do not exceed maximum regulated hours for driving and working.
2. All CTO's are responsible for managing their driver's hours and must change over drivers who have worked their maximum numbers of hours. If the CTO is unable to change drivers, then the CTO must withdraw and move the truck away from Containerspace.
3. CTO's must routinely check on driver's activities, including work and rest times, to ensure compliance.
4. Containerspace will use all reasonable endeavours to notify CTO's of any possible delays at its site to assist with this CoR compliance and will:
  1. Send a "Message Broadcast" via Containerchain alerting CTO when a potential for possible delays could occur.
  2. Notify inducted drivers directly (via text) if loading/unloading times will be 30 minutes late so they can manage their work/rest times.
  3. Directly notify drivers in truck queues on site if loading/unloading times are likely to exceed 30 minutes.

## 2.4 CTO & Driver Obligations

1. All drivers must be licensed to operate the vehicle and its configurations.
2. All drivers must be fit for duty.
3. Drivers must complete a daily check on their vehicle before starting a journey.
4. Drivers must report identified faults on their vehicle before starting or during a journey.
5. Drivers must not be under the influence of intoxicants, illegal narcotics or alcohol.

## 2.5 Personal Protective Equipment (PPE)

It is a mandatory requirement for all truck drivers entering our site to wear the following:

1. High Visibility garments with a minimum being a vest to be worn as an outer layer of clothing (compliant to Australian Standard AS 4602).
2. Safety boots or enclosed safety footwear equivalent (no thongs or sandals are allowed).

## 2.6 Expected Driver Behaviour

Each driver must conduct themselves in a safe and efficient manner whilst at our depot. This includes observing site rules and procedures at all times as per the below:

1. Truck drivers are not permitted to perform maintenance or cleaning activities on any part of the vehicle whilst on site.
2. Truck drivers are not permitted to climb onto trucks including placing materials inside containers.
3. Drivers must not use their mobile phones within the depot.
4. Drivers must not use headphones within the depot.
5. Designated walkways must be used at all times when accessing toilet facilities.
6. Drivers are not permitted in exclusion zones, walk around containers stacks or in any other place other than approved places such as the office and will be ejected from the site, with or without being served, and may face further sanctions.
7. Truck drivers will not be permitted to conduct internal inspections of containers on site without prior arrangement from Containerspace management. This includes supplying copies of Public Liability Insurance, WorkSafe Insurance and Safe Work Method Statements (SWMS).
8. Drivers are not permitted to smoke whilst on site.
9. Drivers must not throw rubbish or cigarette butts anywhere on Containerspace grounds.

## 2.7 Discrimination, Harassment & Bullying

Containerspace has zero tolerance towards discrimination, harassment and bullying and treats all complaints very seriously. This includes any such behaviour towards Containerspace staff, contractors, visitors and other truck drivers. This behaviour will not be tolerated and will lead to action being taken, which may include immediate dismissal, reporting to CTO Management and permanent ban from Containerspace premises.

## 2.8 Social Media Policy

No CTO is to engage in Social Media as a representative or on behalf of Containerspace, unless they first obtain written approval from Containerspace Management. CTO's and their employees must agree to not publish any material, in any form, which identifies themselves as being associated with Containerspace or its clients, business partners or suppliers.

## 2.9 Confidentiality

CTO's agree to refrain from posting, sending, forwarding or using, in any way, any inappropriate material including but not limited to material which:

Violates the privacy or publicity rights of another party and/or

1. Information (regardless of whether it is confidential or public knowledge) about clients, business partners or suppliers; on any social or business networking sites, web-based forums or message boards, or other Internet sites.
2. Is intended to (or could possibly) cause insult, offence, intimidation or humiliation to Containerspace or its clients, business partners or suppliers.
3. Is defamatory or could adversely affect the image reputation, viability or profitability of Containerspace or its clients, business partners or suppliers; and/or
4. Contains any form of Confidential Information relating to Containerspace, or its clients, business partners or supplier.

## 3. Site Inductions

In our commitment to providing a safe workplace for all, every employee, contractor and visitor on our site will be inducted. It is thereby a mandatory requirement that all transport drivers undertake the Containerspace online induction. This includes specific information about the Containerspace site including:

1. Site access and conditions of entry requirements.
2. Key personnel.
3. Emergency evacuation procedures.
4. Site hazards.
5. Site map, including location of amenities (toilets, first aid etc.)
6. Traffic management, including pedestrian walkways.
7. Visual instruction of loading/unloading procedures.
8. Incident and hazard reporting.
9. Driver responsibilities, behaviours and expectations.
10. Non-compliance.

All CTO's agree to supply Containerspace with a list of their existing employees and any new employees (Full name, mobile number and/or email address) to ensure a site induction can be completed prior to attending site.

## 4. Traffic Management Procedures

CTO'S are responsible for informing Containerspace of any first-time drivers of the following site procedures. These procedures are also included in the Containerspace site induction.

1. Entry is via Somerville Rd.
2. Entry is via one way only with two access lanes.
3. To minimise congestion on roads, please utilise the far-left lane where possible.
4. Form two (2) queues inside the depot, either lane is acceptable for drop off and pickups.
5. Drivers must always maintain at least two (2) metres behind the driver in front.
6. Ensure the park brake is on before exiting their vehicle to undo twist locks.
7. Drivers must ensure all locking pins are in the ready position prior to container loading or unloading.
8. Proceed to office window. After sighting truck registration, the Gate In Operator will book vehicle in.
9. Observe and wait for a green light or go ahead from Gate In Operator.
10. Once cleared proceed to loading/unloading area. Do not continue past the stop sign.
11. Drivers are required to remain in their cabin whilst being loaded or unloaded in the depot, observe exclusion zones and not walk behind or around forklifts.
12. Trucks must give way to forklifts operating in the depot.
13. Truck drivers must adhere to traffic flow and follow any internal traffic signs and directions.
14. Trucks must give way to pedestrians.
15. Drivers must secure twist locks on all four corners of the container/s in the designated area prior to departing the depot.
16. No left turn onto Somerville Road.

## 5. Access to Containerspace via Containerchain Notification System

CTO's access to Containerspace is by pre-transacted "Notification" through [www.containerchain.com](http://www.containerchain.com). CTO's will be required to have an active commercial account with Containerchain in order to pre-transact a "notification". To set up a commercial account with Containerchain, go to [www.containerchain.com](http://www.containerchain.com) and click on "Register".

### 5.1 Notification Times Information

1. Notification times will be in 30-minute window.
2. Notifications will be made available up to 48 hours prior.

### 5.2 EGate

1. Enter depot via either lane.
2. Bypass the Gate In Window.
3. Proceed direct to loading/unloading area.

### 5.3 Returning an Empty Container

1. All containers being returned to Containerspace 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 site. Notifications must include the truck registration number.
2. For shipping lines that do not have dehire EDI the delivery order (DO) must be emailed to [gatein@containerspace.com.au](mailto:gatein@containerspace.com.au) prior to arrival. Arriving without a delivery order causes considerable delays. Containerspace must have a hard or soft copy of this document and produce to the shipping line when directed. Viewing information via tablet is not acceptable.
3. All containers received by Containerspace are deemed to be damaged until a full container survey has been completed to verify its true condition. Any damage identified to the container will be reported to the container operator/shipping line as per their instruction.
4. Containers being returned as "unused" or "booking cancelled" will not be accepted unless prior written notification is received from the shipping line. Containers being returned for any other reason will not be accepted without written email approval from the shipping line or Containerspace Management.
5. Containers reported as rejected or released as 'allegedly damaged' will not be accepted back into the depot without written email approval from Containerspace depot management. We will first request to inspect the container on site. If it is proven the container was released in error the depot will proceed to make good the repair or organise a container exchange at no charge. If it is proven the container was not released as damaged Containerspace will undertake either of the following:
  1. Repair the container as a gesture of good will.
  2. Repair the container and charge accordingly.
  3. Agree to have the container returned for exchange. This would only occur once written confirmation is received that no futile or other charges will be pursued against Containerspace.
6. Hazard or bulk liquid labels must be removed prior to site entry. The driver will be asked to leave the premises and return once labels are completely removed. Removing them on our premises is strictly forbidden.

### 5.4 Picking Up an Empty Container

1. All "Container Pick Up Advice" transactions will require a "Notification" which must include the truck registration to be made by the CTO in [www.containerchain.com](http://www.containerchain.com) prior to the truck arrival at the site.
2. Door direction must be specified in the remarks column or requested at the office prior to loading.
3. All containers collected by the CTO have been accepted on behalf of their customer as "fit for purpose".

### 5.5 Container Notification Fee

1. A fee is applicable for each "Container Notification".
2. Each "Notification" is for one container.
3. A Container Fee is applicable for each "Notification".



4. The container chain fee application for Containerspace per container notification is \$39.50 +GST
5. Notification windows may be made available outside of these standard operational times (at discretion of Management).
6. The container fee will be reviewed from time to time and subject to CPI and business cost increases, whichever is greater.

## 5.6 Invoicing

1. Container fees will be invoiced to CTO's by Containerchain.
2. Invoices are raised monthly and represent all activity for the preceding month.
3. Invoice payment terms are fourteen days from invoice.
4. Outstanding invoices will result in a CTOs Containerchain account being suspended.
5. Reconnection of a suspended account will attract a reconnection fee of \$100.00 + GST.

## 6. Truck Arrival Procedure with A Valid Notification

1. Truck Drivers arriving at Containerspace will be required to quote either the truck registration number, container number or Notification number to the Gate In Operator to activate the transaction in the site operating system. Upon verification of a valid Notification, the truck driver will then be directed to proceed to loading/unloading area.
2. Drivers who arrive no greater than 30 minutes early for a Notification, on the same day of the Notification, will be allowed entry. However, they should not expect to be served ahead of a driver who has arrived within their correct Notification window.
3. Drivers who arrive greater than 30 minutes early for a Notification must assess the appropriateness of their arrival in terms of current queue length and any obvious congestion and their likely impact thereon. Drivers who chose to join the queue may at arrival at the Gate In window and be directed to leave the Depot and return at the appropriate time. For reporting purposes, Containerchain will record the performance of the CTO in respect of that Notification as being "Early".
4. Drivers who arrive no greater than 30 minutes late for a Notification, on the same day of the Notification, will be allowed to entry. However, they should not expect to be served ahead of a driver who has arrived within his correct Notification period.
5. Drivers who arrive greater than 30 minutes early for a Notification must assess the appropriateness of their arrival in terms of current queue length and any obvious congestion and their likely impact thereon. Drivers who chose to join the queue may at arrival at the Gate In window and be directed to leave the Depot and return at the appropriate time. For reporting purposes, Containerchain will record the performance of the CTO in respect of that "Notification" as being "Late".
6. Containerspace will review the outcomes of the Containerchain reporting relating to early and late arrivals and reserves the right to amend this procedure should Containerspace determine it to be impacting negatively on its ability to perform.

## 7. Failure to Arrive Without Valid Notification

1. 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".
2. Unutilised Notifications will be charged the container fee.

## 8. Arrival Without Notification

1. If a truck arrives without a valid Notification, Containerspace will not be able to service the truck.
2. The drivers will be instructed to remove their vehicle from the queue and park in a holding bay whilst they receive further instruction or procure a Notification, should one be available.
3. Containerspace will provide drivers with contact details of Containerchain so that they may either open an account and make a booking or use the Containerchain booking service.

## 9. Cancelled Notification

1. 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.
2. If a Notification is cancelled by a CTO after this time the container fee will still be charged.
3. Containerspace 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.

## 10. CCTV/Video Surveillance

CCTV cameras operate at the site entrance, exit, loading/unloading area and perimeter of office and workshop buildings. Video surveillance is primarily used to assist in the investigation of:

1. Security incidents such as theft, vandalism and violence.
2. Ensuring the safety of our employees and all visitors.
3. Verifying shipping container condition upon release.

### 10.1 Request for Footage

Records made as a result of the surveillance will not be disclosed unless the disclosure of the footage is to be released for a legitimate purpose.

1. Requests by CTO to access video surveillance footage must be made in writing.
2. A request is not a guarantee footage will be provided
3. If the event occurred in an area where video surveillance coverage is available, Management will review the footage and determine if any video relevant to the incident is available.
4. If incident involved drivers who have not been inducted, video surveillance may not be provided.
5. Recorded video is generally stored for 3 months.

## 11. Dispute Resolution

All disputes must be logged with Containerchain Helpdesk for processing.

If the intended container return or pick up from a Notification does not occur due to a contributing factor from Containerspace, the CTO is required to log the issues with the Containerchain Helpdesk within 60 minutes of the truck departing Containerspace. This is to enable any potential invoice dispute regarding the notifications to be addressed.

Disputes relating to notifications invoices must also be submitted to Containerchain Helpdesk.

## 12. Liability and Indemnity

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

1. Any breach of this arrangement by the CTO, its drivers, agents or contractors.
2. Any negligent act, omission or wilful misconduct of the CTO, its drivers, agents or contractors.
3. Any damage to Containerspace or a third party's property where such damage is the fault of CTO, its drivers, agents or contractors.

## 13. Non-Compliance

All CTO's must comply with our site rules and procedures. It is very important that you are aware that any breaches will be dealt with accordingly. If, in Containerspace's reasonable opinion, a CTO has failed to comply with an obligation under OHS or Chain of Responsibility Law, Containerspace may;

1. Refuse site entry until such time as the CTO has demonstrated to the satisfaction of Containerspace that such failure has been remedied; and/or
2. Notify the relevant regulator in the event of becoming aware of a breach

## 14. Alterations to Container Transport Operator Access Arrangement

Containerspace reserves the right to amend the CTO Access Arrangements from time to time. Amendments will be published on [www.containerchain.com](http://www.containerchain.com) prior to implementation.