



Protecting Our Marine Environment

A large blue and white marine vessel, likely a fuel tanker or supply ship, is docked at a pier. The vessel has a white upper hull and a blue lower hull. It features a complex superstructure with various antennas, radar, and other equipment. The vessel is moored at a concrete pier with a green safety netting along the edge. The background shows a clear blue sky and a body of water.

**A Best Practice
Approach to
Marine Refuelling**



www.baileysmarine.com.au

Version 3

Emergency Contact List

BAILEY'S MARINE - EMERGENCY RESPONSE

All Hours 1300 224 539

FIRE / POLICE / AMBULANCE 000

Fremantle (Head OFFICE) 08 9335 7822

28 Mews Road Fremantle 6160

8am to 5pm Weekdays (WST)

Sydney Office (Whitebay) 02 8080 1216

Roberts St Balmain NSW 2041

Darwin Office 08 8941 3320

Fisherman's Wharf, Francis bay Drive Darwin NT 0600

Gladstone Office 0437 666 021

Ferry Terminal Building, Bryan Jordon Drive, Gladstone QLD 4680

Graham Bailey PTY LTD ABN 13 008 677 370

P.O. Box 979 Fremantle, WA 6959 28 Mews Road, Fremantle, WA 6160

Tel: 61 8 9335 7822 Fax: 61 8 9430 4618

ENVIRONMENTAL POLICY

Environmental responsibilities are integral to the way we do business. As a major Australian marine fuel distributor and infrastructure Company Baileys Marine Fuels Australia (BMFA) recognises the risks associated with operating in close proximity to the marine environment, particularly in respect to handling hydrocarbons. Successfully managing environmental issues is an essential component of BMFA's business strategy.

BMFA is committed to:

- The use of processes, practices, techniques, technologies, materials, products, services or energy to avoid, reduce or control (separately or in combination) the creation, emission or discharge of any type of pollutant or waste, to reduce adverse environmental impacts and use resources sustainably.
- Conducting our operations in compliance with all relevant environmental regulations, licences and legislation.
- Systematically identify and control environmental risks arising from our operations, by maintaining our environmental management system in compliance with ISO 14001:2015 Environmental Management System Standard.
- Seek to continually improve our environmental performance by setting and reviewing environmental objectives through Environmental Improvement Plans.
- Promoting a culture that encourages employees, contractors and clients to identify and promote health, safety and environmental initiatives.
- Providing a safe environment for employees, contractors, stakeholders, customers and third parties who operate on our premises and or use our facilities.

Our mission is to be the industry leader in the delivery of marine services, fuels, lubricants and associated infrastructure to the Australian marine industry through the adoption of industry best practice dedicated to minimising impacts to the environment, preventing pollution and preventing harm to our employees, clients and communities.

To achieve these objectives, we will identify environmental risks arising from our activities and through the observance and promotion of this policy, we aim to protect the environment we operate in and enhance the overall well-being of all of our stakeholders, specifically, our employees, customers, subcontractors, and the wider community.

BMFA strives for continual improvement in the performance of all our activities.

A handwritten signature in black ink, appearing to read 'G. Eldon'.

Glenn Eldon
National Manager

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1 **Baileys Marine Fuels Australia**

Thank you for choosing to be a customer of Baileys Marine Fuels Australia. We welcome you to join us in our total commitment to a culture of no harm to people and protection of our precious marine environment. We are proud to have achieved ISO14001 Environmental Management Accreditation and are keen to share our knowledge and procedures with our customers.



“Bailey’s Marine Fuels Australia (BMFA), established in 1986 is one of Australia’s leading providers of specialist marine fuels and lubricants to both the commercial and recreational marine industries. we operate nationally with our headquarters located in Fremantle western Australia one of Australia’s busiest ports.”

2 Why have Refuelling Guidelines?

Baileys Marine Fuels has produced these guidelines to assist our customers and contractors increase their environmental awareness and inturn adopt safe practices when refuelling their vessels at our facilities.

- Spills of fuels and oils into the marine environment are of great concern. The cumulative effects of multiple spills, however small add up to a significant impact on our marine environment. Spills can occur from wharfs, jetties, vessels and launching ramps. All users of these facilities should be aware of, and adopt the correct procedures when handling fuels and oils.
- Fuels and oils contain Polycyclic Aromatic Hydrocarbons, these are carcinogens, which have been proven to contribute to diseases in marine organisms and can also impact on human health.
- Fuels and oils if handled incorrectly, and in the wrong environment can become volatile resulting in harm to both life and property. Diesel is classed as nonflammable, however petrol, (used primarily in recreational boating) is a classed as a dangerous good and extreme care should be taken when handling.
- Refuelling activity involves both manual handling and a need to be aware of the surrounding environment. Unsafe practices can lead to injury and in extreme circumstances death.

When refuelling your vessel and operating the dispensing equipment, extreme care should be taken to avoid spills, fire, and accidents. We all have a duty of care to protect the marine environment, coastal amenities, and ourselves.

3 Our Shared Obligations

3.1 Bailey's Marine obligations to you, our customer:

As a responsible company engaged in the distribution of marine fuel and oil products, we adhere strictly to government legislation concerning the environment. We are committed to providing you the customer with the most environmentally safe delivery platform in which to operate.

We are governed primarily by AS1940 - The Storage and Handling of Flammable and Combustible Liquids, The Environmental Protection Act (EPA) 1986 and the Pollution of Waters by Oil and Noxious Substances Act 1987. Under these acts, pollution is a prosecutable offence that we take very seriously. We ask you to make yourself familiar with all relevant legislation that is applicable to you state and assist us to care for the environment.

3.2 Our Customers obligations to the environment:

As a consumer of marine fuel and oil products you also have obligations under the above acts.

There is a definite responsibility for all persons involved in marine refueling to eliminate the escape of petroleum product into the rivers or sea. There are heavy penalties that apply to individuals and corporations who do not manage to prevent spillage. It is the sole responsibility of the vessel's Skipper / Engineer for all refueling activities. (Refer 5.1 & 5.2)

- Set a S.F.L (Safe fill Limit) for each tank to allow for expansion or trim. This is not the capacity of the tank.
- Prior to refueling, determine volume to be pumped into each tank. Without exceeding the S.F.L.
- Buckets or safety bags are to be placed at each breather while refueling wherever possible.

- The Skipper or a responsible person as delegated by the Skipper must stand by the nozzle or inlet and maintain a visual check in the breather.
- While refueling two people must be assigned to the vessel at all times, one at a handpiece and one at the cabinet to activate Emergency Stop Button should an emergency occur.
- All spillages are to be reported to the owner of the vessel and Baileys Marine Fuels Australia.

We would welcome customers' feedback and queries concerning the requirements and would like to advise that our company will not protect those who abuse the service.

4 Environmental Legislation

Legislation has been put in place to cover the duties and limitations on individuals and companies regarding emissions and discharges of pollutants or waste product into the environment. Here are two examples from Western Australia.

4.1 Environmental Protection Act 1986.

- Under the Environmental Protection Act the occupier of any premises who does not take all reasonable steps to prevent pollution of the environment or does not comply with any laws or licence conditions is guilty of an offence and liable to be fined. Fines imposed - up to \$250,000 for individuals and \$500,000 for companies.
- Individuals (consumers) who do not take all reasonable steps to prevent pollution of the environment are also guilty of an offence and liable to be fined.

4.2 Pollution of Waters by Oil and Noxious Substances Act 1987

The act relates to the protection of the sea and certain waters from pollution by oil and other noxious substances discharged from vessels and places on land.

- Under the Act, if any discharge of oil or oily mixture occurs from a place on land into State waters, the occupier of that land is guilty of an offence punishable, upon conviction, by a fine not exceeding \$50,000 for individuals and \$250,000 for companies. Clean up costs and expenses may be awarded whether or not the owner, master, occupier or person is convicted of an offence.

- Individuals (consumers) who discharge oil or any oily mixture into any state waters by reason of a wrongful or negligent act or omission in a transfer operation (refuelling) is guilty of an offence punishable, upon conviction, by a fine not exceeding \$50,000 for individuals and \$250,000 for companies. Clean up costs and expenses may be awarded whether or not the owner, master, occupier or person is convicted of an offence.

We ask you to make yourself familiar with all relevant legislation that is applicable to you and your State or Territory.

5 Refuelling Procedures

5.1 Refuelling Code of Practice

There is definite responsibility for all persons involved in marine refueling to eliminate the escape of petroleum product into rivers or sea. There are heavy penalties, which apply to individuals, and corporations who do not manage to prevent spillage.

- Prior to refueling, extinguish all cigarettes, cigars and any naked Flames
- Prior to refueling, determine each volume to be pumped into each tank. Without exceeding the S.F.L.
- Buckets or safety bags are to be placed at each breather while refueling wherever possible.
- It is the sole responsibility of the vessel's Engineer for all refueling activities.
- Refuelling of a vessel rafted up greater than two wide is prohibited.
- All required work permits for the area must be adhered to.
- All hot works on the vessel, any rafted vessel or within 20 metres of the refuelling point must be ceased.
- The Engineer or a responsible person as delegated by the Engineer must stand by the nozzle or inlet and maintain a visual check on the breather.
- While refueling two people must be assigned to the vessel at all times, one assigned to a handpiece and one at the cabinet to activate Emergency Stop Button should an emergency occur.
- All on vessel spillages or wharf spillages are to be reported to the owner of the vessel and Bailey's Marine Fuels.

5.2 Recommended Refuelling Procedures

Before Refuelling

1. Moor vessel securely.
2. Shut down main engine.
3. Make sure firefighting equipment is available for immediate use.
4. Take effective measures to contain any spillage, e.g. block scuppers, place buckets / bags under fuel breathers.
5. Make sure adequate lighting is available.
6. Agree on emergency shut down procedures.
7. Prohibit smoking and ignition sources on or near vessel.
8. Adjust flow rate to suit tank to be filled.
9. Agree on the maximum amount of fuel to be dispensed into tank.
10. Check hose for any leaks or damage.
11. If hot works are being performed an appropriate permit must first be obtained from the relevant authority.
12. Refuelling of a vessel rafted up greater than two wide is prohibited.

During Refuelling

1. Maintain contact with the fuel nozzle and fill pipe to avoid static.
2. Constantly monitor fill rate to avoid overfilling
3. Ensure all hot works on the vessel, adjacent vessels and within 20 metres of the refueling point are ceased.
4. Have cloths and or absorbent pads at hand to catch any minor spills.
5. **DO NOT JAM OPEN TRIGGER ON THE FUEL NOZZLE.**

After Refuelling

1. Lift the filler hose and nozzle to drain any residual fuel from the hose into the tank.
2. Thoroughly clean up any spillages.
3. Wind up hose and close cabinet.
4. Be aware that traces of fumes may remain in lower extremities of vessel ie. Hull and bilges.
5. Adjust flow rate lever to "CLOSED" position

EMERGENCY PHONE NUMBER
1 300 224 539
FIRE / POLICE / AMBULANCE 000

6 Preventing and Managing Spills

6.1 Managing Spills

- Attempt to contain the spill unless it is petrol. Spills involving petrol must be left to professionals as petrol is extremely flammable.
- Any spill regardless of size, which is on the water or may enter a waterway must be reported immediately reported to Bailey's Marine Fuels on 1300 224 539.
- If the spill is small, absorbent pads should be immediately placed on the spill and then removed and disposed of appropriately.
- For larger spills, professional help should immediately be sought. In the interim try to contain the spill with absorbent pads. If there is a spill kit available the use of booms and mops in conjunction with pads should be used.
- For land based spills all efforts should be made to contain the spill and prevent it entering the water system.
- For larger land based spills contact the Metropolitan Fire service or Country Fire Service for help with the cleanup
- Do not use detergents or chemicals on spills

6.2 Spill Kits

- We recommend every vessel carries absorbent pads.
- Spill kits are located nearby at most refuelling locations.
- Spill kits contain booms, pads, pillows, mops, gloves and plastic bags for the safe disposal of used materials.
- Local authorised officers, marina owners/managers, key users and Bailey's staff have been trained in the correct use of spill kits. They should be contacted and their assistance sought in the first instance.

6.3 Reporting Spills

When reporting a spill please provide the following information:

- When and where the incident occurred and whether it has ceased.
- Type of substance and estimated quantity released
- Any activity initiated to contain the spill
- Source of the spill
- Name of vessel.
- Your contact details

Contacts

Metropolitan Fire Service 000

Country Fire Service 000

Baileys Marine Fuels Australia 1300 224 539

7 Prevention of Fire

7.1 Sources of Ignition

Fire at any Baileys Marine Fuels Australia Facility can be catastrophic hence our aim is to prevent or limit sources of ignition entering our sites.

All customers using our facilities or contractors working on site must understand

the hazards presented by sources of ignition.

There are generally four sources of ignition:

1. Naked flame, sparks, matches, lighters, cigarettes etc.
2. Static electrical discharges when handling product
3. Non-flameproof equipment mobile phones, pagers, cameras, radios. This also includes equipment used in hot works activity, where an appropriate work permit is required.
4. Motor vehicles and ancillary equipment.

7.2 Static Electricity

Static electricity is a build up of electrical charges on a body and is caused by friction between two dissimilar materials. It is generated every time we move product through a pipeline or hose and it is for this reason procedures must be followed for correct bonding of vessels and containers EVERY time product is transferred.

7.3 Prevention of Fire

- Turn off mobile phones, extinguish cigarettes, cease any hot works.
- With the storage and handling of flammable liquids and gases, there is always the risk of vapors being present. Petroleum vapors and gases are heavier than air and may accumulate in bilges and confined spaces.

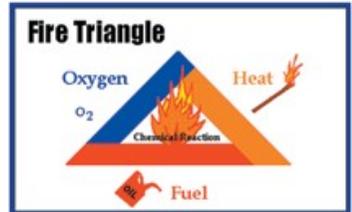
- All portable equipment for use within the hazardous area must be certified intrinsically safe to the appropriate zone standard.
- Ensure all hot work is in accordance with Safe Work Permit conditions.
- Know the location of site firefighting equipment, emergency stops, fire extinguishers, and emergency contact numbers.
- Keep on board fire extinguishers close and accessible during refuelling.

7.4 The Fire Triangle

In order to understand how fire extinguishers work, you first need to know a little bit about fire.

Four things must be present at the same time in order to produce fire:

1. Enough oxygen to sustain combustion
2. Enough heat to raise the material to its ignition temperature
3. Some sort of fuel or combustible material, and
4. The chemical, exothermic reaction that is fire



Oxygen, heat, and fuel are frequently referred to as the “fire triangle.” Add in the fourth element, the chemical reaction, and you actually have a fire “tetrahedron.” The important thing to remember is taking any of these four things away, and you will not have a fire or the fire will be extinguished.

Essentially, fire extinguishers put out fire by taking away one or more elements of the fire triangle/tetrahedron. Fire safety, at its most basic, is based upon the principle of keeping fuel sources and ignition sources separate.

7.5 Fire Equipment

Fire fighting equipment placed on site may ONLY be used for emergency use and not be taken from fire boxes. The most common fire extinguisher on site is a 9kg Dry Chemical Powder type. Contractors and staff working on site and carrying out hazardous tasks require training in use of fire extinguishers.

Two colour schemes for fire extinguishers exist		EXTINGUISHANT
PRE 1999	FROM 1999	
		WATER
		WET CHEMICAL
		FOAM
		DRY CHEMICAL
		CARBON DIOXIDE
		VAPORISING LIQUID

8 Work Practices

8.1 What We Expect of You

Customers are our most valuable asset. The most elaborate rules, legislation or

procedures cannot overcome a poor personal attitude toward health safety and the environment.

- Follow procedures. If you are not sure please ask.
- Be aware of signage
- KEEP YOUR EYES OPEN and be alert to potential hazards and risks.
- If something is not as it should be, please report it to us.
- Use the right tool for the job, wear personal protective equipment for the task and wear sun protection if working outdoors.
- Use correct manual handling techniques to avoid personal injury
- Good housekeeping - keep your work area clean and orderly and tidy up after yourself once you have completed a task
- Obey all specific rules, signs and instructions.
- Identify the vessel First Aid personnel and location of First Aid Kit

8.2 Work Permits and Clearances

All non-routine work carried out at our refuelling facilities must be covered by an appropriate Safe Work Permit issued by the appropriate authority. All personnel associated with the work are to read and sign the work permit and abide by its conditions.

Hot Work

Due to the nature of products that we store and handle on site it is essential that all hot work only be carried out under cover of a Safe Work Permit. Prior to carrying out any hot work you must ensure that all conditions of the Safe Work Permit are met, including notifying us of the activity.

Hot work includes:

- Electrical and oxy welding, oxy cutting or soldering
- Electric or air grinders and electric drills
- Use of spark producing tools
- Portable electronic equipment (phones, cameras, etc.)
- Concrete cutting
- Grit blasting

8.3 Hazardous Substances

When handling products Personal Protective Equipment must be worn according to the properties of the product being handled. PPE may include safety footwear, eye wear and PVC gloves. It is important that you are aware of the properties of the product and whether that product could cause harm.

If you are not sure of the product handling requirements, then request a Material Safety Data Sheet (MSDS) for the product.

Always ensure that you give due consideration to the safe handling of products. Ie. Toxicity. Flammability, vapour migration, compatability with other products, etc. Many products have a low flash point and give off vapours readily (classed as flammable products), which creates an extra hazard if a source of ignition is present. Ensure you understand the product you are handling and if you need further information about any product, contact us.

8.4 Personal Protective Equipment (PPE)

We recommend the appropriate protective clothing and equipment be worn when operating a Baileys Marine Fuels Australia refuelling facility.

We suggest at a minimum:

- Short sleeve shirt and shorts (preferably natural fibre)
- Enclosed footwear
- Eye protection to Australian standards when handling product or where particles may enter the eyes.
- Gloves when handling hydrocarbon product.

In addition to the above to the above, extra PPE may be required for specific areas or tasks and will be defined on the Safe Work Permit.

9 Quick Reference Emergency Response

Please Note: Emergency stop button should only be used in an emergency as this will cut power to the whole facility and disrupt other users.

Push emergency stop button

If safe, stop or control product flow

**Call Baileys Marine Fuels
1300 224 539**

Control Ignition Sources

- Eliminate all ignition sources
- Do not allow vehicles to be started
- Isolate mains power
- Evacuate people and clear the area

Control

Contain

Clean Up

Contain Spilt Product

- Contain Product using absorbent material (e.g. soil, sand spillkit)
- Build dams using soil, fire hoses etc., to protect drains

Clean Up

- Dispose of materials as directed by regulatory authority

10 Locations

We can help with your refuelling needs anywhere in Australia. Please visit www.baileysmarine.com.au for an up to date map. Simply click on your required location where you will find refuelling information for that port.

or

Call us on 1300 224 539

Email us at baileys@caltex.com.au

or

Download App available at stores.



11 Fuel Card Declaration Form

	FUEL CARD DECLARATION	FM-0139 Revision 04
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Your Account Code:

Online Induction Steps

- Step 1. Go To www.baileysmarine.com.au
- Step 2. Click on [Your Account](#)
- Step 3. Click on [Refuelling Induction Program](#)
- Step 4. Download the [Protecting our Marine Environment](#) Manual.
- Step 5. Enter your details and follow on the screen instructions

Date:

Help Line: 1300 224 539

Dear Customer

On behalf of the Baileys Marine Fuels Australia team, welcome and thank you for becoming a customer.

Please find attached your new Baileys Marine Fuels Australia Card and your account details. If any details vary please contact our office so we can make the appropriate changes. Your card will require a 4 digit PIN. Please do NOT use 0000 or 1234

We ask that you and anyone else that maybe involved in refuelling your vessel to visit our website and complete our online induction, this will take approximately 20 minutes. Follow steps on top right of this form. Once the induction is done you will receive an Induction Certificate Number (ICN) via Email. Please keep this number on file as you will be asked for it whenever a replacement or new card is required. To activate your card. Please fill in the panel below with your ICN and either Fax to 08 9430 4618 or Email to baileysinduction@caltex.com.au

Card Number

By signing this declaration, you are agreeing to the terms of use of Baileys Marine Fuels Australia's facilities and sections 2, 6, 7, 9 & 10 of the Individual Terms and Conditions, which can be obtained at www.baileysmarine.com.au You are liable for any spills or damage that may occur during the refuelling process and, whether YOU are doing the refuelling or someone else, therefore you have a responsibility to ensure that any person refuelling your vessel are competent and have been inducted. By having other users of your vessel inducted you will limit the liability to yourself.

Operations/Environmental Manager

NOTE: CARD WILL ONLY BE ACTIVATED UPON RECEIPT OF THIS FULLY COMPLETED AND SIGNED FORM BY BAILEYS MARINE FUELS AUSTRALIA

Account Number:	Induction Certificate Number:
Account Name:	
Card Number:	Phone Number:
Vessel Name:	
Name:	Signature
Date:	4 Digit Pin:

12 Individual Terms and Conditions

1. ACCEPTANCE

By this Deed ("the agreement") Graham Bailey Pty Ltd trading as Baileys Marine Fuels Australia (BMFA) may accept this application by notice to the Applicant in writing or by extending credit. Upon acceptance, the terms and conditions contained, or incorporated by reference, in this agreement will apply and be binding on the parties and the parties agree that this agreement shall operate as a Deed between the Applicant and Graham Bailey Pty Ltd.

2. USE OF THE ACCOUNT

- a) The Applicant or anyone authorized by the Applicant to use the account may obtain goods or services on credit from BMFA.
- b) The Applicant is wholly responsible and liable for any account opened in the Applicant's name. No account may be assigned to any other party under any circumstances whatsoever.

3. PAYMENT and SECURITY

- a) The Applicant agrees to pay the amount included on any invoice or statement for goods or services provided by BMFA, plus any additional fees and charges applicable.
- b) Where more than one person or entity is the 'Applicant' then such persons and/ or entities shall be jointly and severally liable to pay all amounts, and comply with all obligations, owed to BMFA.
- c) The total amount owed to BMFA in respect of goods and services supplied will be debited to the Applicants nominated bank or credit card account on a weekly basis. Purchases undertaken for the week beginning Monday and ending Sunday will be debited on the proceeding Wednesday. The Applicant is in default if the payment in full is not received by the due date.
- d) Account payments made by credit / debit cards will incur a fee not more than the average annual cost of accepting the card type as provided to BMFA by American Express, VISA or Mastercard.
- e) Time shall be of the essence with regard to the payment of all monies due and payable under the terms of this agreement.
- f) BMFA can for any reason whatsoever (in its sole discretion) and without incurring any liability to the Applicant (including where the Applicant is in default of any obligation under this agreement) cancel this agreement or withhold supply of any goods or services to the Applicant.
- g) If requested at any time by BMFA to do so, the Applicant agrees to provide security to BMFA for the payment of any amount outstanding under this agreement. Such security is to be provided for an amount and in a form acceptable to BMFA in its sole discretion. BMFA can require the Applicant to provide security for payment prior to supply of any fuel by way of a credit card voucher duly executed by the Applicant but with the amount being left blank. The Applicant by execution of this application authorizes BMFA to insert the relevant amount and negotiate the voucher and complete the payment transaction in the event of non payment of any sum due to BMFA under this agreement.
- h) Payment to BMFA of any sums due shall be made to its address shown on the invoice or statement or to such other address as may be nominated by BMFA from time to time.

4. PRICES

4.1 These provisions apply to supply from BMFA owned and operated fixed fuelling facilities. Prices are for bulk supply and shall unless otherwise stated be;

- a) either as shown in the latest Customer Price Advice, as Quoted or as displayed on the Dispensing Equipment.
- b) in AUD per litre.
- c) inclusive of any port differentials including third party costs.
- d) subject to additional fees for deliveries in drums, pails or any other specially requested packages
- e) subject to an increase or reduction by reason of any change in Supplier Price Movements, Supplier Contract Prices and Customer Price Advices applicable at the date of delivery;
- f) exclusive of Goods and Services tax (GST) unless displayed on the Dispensing Equipment where the price displayed will be inclusive of all charges including GST
- g) inclusive of all duties and taxes unless accompanied by an endorsed Customs Declaration Form authorising supply of duty free goods to the vessel.

4.2 These provisions apply to bulk supply from non BMFA owned fixed fuel facilities. Prices quoted are for bulk supply and shall unless otherwise stated be;

- a) either as shown in the latest Customer Price Advice or as Quoted.
- b) quoted in AUD per litre (equivalent prices per metric tonne also be provided)
- c) subject to any port differentials including third party costs.
- d) subject to additional fees for deliveries in drums, pails or any other specially requested packages
- e) subject to an increase or reduction by reason of any change in the Supplier Price Movements, Supplier Contract Prices, and Customer Price Advice applicable at the date of delivery;
- f) exclusive of Goods and Services tax (GST);
- g) inclusive of all duties and taxes unless accompanied by an endorsed Customs Declaration Form authorising supply of duty free goods to the vessel.
- h) be exclusive of any imposts, dues and charges of any description levied or imposed directly or indirectly on the supplied product or on BMFA in respect thereof in the country in which delivery takes place, and if one of these charges is applied, it shall be paid by the Applicant to BMFA at the rate applicable on the actual date of delivery, over and above the said price.

5. CHARGES

- a) An Account Opening and Induction fee of \$35.00 will be charged for each new BMFA Individual account.
- b) Overdue accounts and direct debit authorities which are dishonoured will incur an administration fee.
- c) Replacement fuel cards will incur a replacement card fee.
- d) The Applicant agrees to pay any recovery and or enforcement expenses incurred by BMFA in enforcing its rights under this agreement or recovering amounts owed, including without limitation, any fees paid to BMFA's solicitors (on an indemnity basis), as well as any charges relating to dishonoured cheques.
- e) This agreement is governed by and construed in accordance with the laws of Western Australia, and the Applicant agrees to submit to the exclusive jurisdiction of the Courts in that

State. The Applicant hereby irrevocably waives any objection to the venue of any legal process selected by BMFA.

- f) The Applicant agrees that any claim or dispute under or arising out of this agreement shall be dealt with as a case under the general procedure as envisaged by the Magistrates Court (Civil Proceedings) Act 2004 ("the Act") (WA) and that if BMFA is a successful party in the case then the Applicant agrees to pay interest at the court rate and all of the costs incurred by BMFA regardless of the value of the claim or the relief claimed, and the Applicant agrees, as envisaged by s25(7) of the Act, to pay BMFA's costs on an indemnity basis or under the applicable costs determination whichever is the greater.
- g) The Applicant agrees to pay all government charges and duties of any kind incurred or in connection with the operation of the account, including without limitation, all stamp duties, financial institution duties and any other charges or duties of any kind.
- h) Payment received by BMFA shall be applied firstly in payment of any enforcement charges, secondly, in payment of any government charges and duties and thirdly in payment for goods and services supplied.

6. MAGNETIC CARD SALES, EQUIPMENT DAMAGE AND CLEANUP

- a) The Applicant accepts responsibility for and indemnifies BMFA against all and any costs, loss, expense or damages caused or incurred in connection with any fuel spillages caused or contributed to by the Applicant. The Applicant acknowledges that he/she has been notified of the after hours emergency phone number and the whereabouts of the emergency stop buttons in case of spillage or mishap.
- b) The Applicant must notify BMFA at the earliest available opportunity of any damage to the refuelling equipment whether the damage has been caused by or contributed to the Applicant or not.

7. TRANSFER OF RISK IN THE GOODS

Except as may be otherwise agreed, deliveries of any goods or product (including marine lubricants) at a delivery port shall be deemed to be complete and title and risk shall pass to the Applicant either:

- a) for bulk deliveries as the product pass the flange connecting the delivery facilities with the receiving facilities provided by the Applicant; or
- b) for delivery in containers upon delivery of the product alongside the ship according to the ICC Inco terms which are current as the date of delivery, or when they have been delivered to the point closest to the vessel that BMFA considers practicable.

8. RETENTION OF SECURITY INTEREST IN THE GOODS

- a) To secure the payment of the purchase price of all goods and products supplied by BMFA under this agreement and all other amounts payable by the Applicant to BMFA, the Applicant grants a security interest to BMFA in all its present and after-acquired rights and interests in any goods or products (including marine lubricants) supplied at any time to the Applicant by BMFA under this agreement and all proceeds of those things (even where there is commingling with other goods or loss of identity).

- b) The Applicant will, at its cost, promptly do all things requested by BMFA that BMFA thinks necessary to ensure that such security interest is fully effective, enforceable and perfected with first priority or to enable BMFA to exercise its security.

9. HEALTH SAFETY AND THE ENVIRONMENT

- a) The Applicant must ensure that its personnel (and customers) have and are familiar with Material Safety Data Sheets (“MSDS”) and any other information on health, safety and the environment (the “other information”) provided from time to time by BMFA.
- b) The Applicant must ensure that the provisions of any MSDS or recommendations in other information, relating to the handling and utilization of the marine products are observed and BMFA shall not be liable for any failure on the part of the Applicant to do so.
- c) The Applicant indemnifies BMFA against any action, claims or proceedings whatsoever arising from any default in the observance by the Applicant of the provisions of this clause.
- d) BMFA shall not be liable for losses or damage suffered by the Applicant its servants or agents, arising from risks inherent in the nature of the marine products delivered under the provisions of this agreement.
- e) The Applicant must ensure all refuelling personnel (and customers) have successfully completed the BMFA Induction Program prior to accepting delivery of marine products.

10. LIABILITY AND INDEMNITIES

- a) Without limitation of any other indemnity in this agreement, the Applicant indemnifies BMFA and holds it harmless against any costs, loss, expense or damage of BMFA arising or contributed to, whether directly or indirectly, from any breach of the terms and conditions by the customer arising from any act or omission of the Applicant, in connection with the supply of any goods, products (including marine lubricants) or which otherwise arises in connection with this agreement.
- b) Further and without limitation of the generality of the foregoing the Applicant is liable for and releases and indemnifies BMFA against any loss, liability or cost arising in connection with any:
 - (i) investigations, remediation, or other action carried out by BMFA in respect of any contamination, pollution, spill or leakage caused by or contributed to the Applicant;
 - (ii) notice issued or action taken by the Minister pursuant to the Marine Pollution Act 1987 (NSW) in respect of the premises arising out of any discharge of oil caused by or contributed to the Applicant;
 - (iii) environment protection notice issued pursuant to the Protection of the Environment Operations Act 1997 (NSW) in respect of the premises arising out of any pollution, spill or leakage caused by or contributed to the Applicant;

preliminary investigation, management, or ongoing maintenance orders issued pursuant to the Contaminated Land Management Act 1997 (NSW) in respect of the premises arising out of any contamination caused by or contributed to the Applicant;

(v) breach of any environment law by the Applicant relating to the supply of any goods or products (including marine lubricants) at the premises;

(vi) any claim for damages, compensation, loss, injury or death caused by or contributed to or arising out of or otherwise in respect of any contamination or pollution present in, over or under, emanating from or migrating to or from the premises caused by or contributed to the Applicant.

(vii) breach of BMFA's contractual obligations to third parties caused by or contributed to the Applicant.

For purposes of this agreement the word '*premises*' means and includes any premises, facility, installation, structure, barge, jetty or other object (located anywhere including off shore) which is owned, occupied, or operated by BMFA

- c) BMFA shall not (unless required by any statute or provision of the common law) be liable to the Applicant for any loss or damage whatsoever suffered by the Applicant whatsoever which arises in connection with the supply of any goods, products (including marine lubricants) or which otherwise arises in connection with this agreement including any breach thereof by BMFA and including any act or omission by BMFA or its officers, servants or agents.
- d) In any event and without limitation of the foregoing, the period of limitation for any action against BMFA arising out of this agreement is one year after the date of delivery of the product in connection with which such action is brought and BMFA shall be discharged from all liability whatsoever unless an action is brought within this period.

11. ENTIRE CONTRACT

This contract contains all the terms and conditions with respect to the sale of and purchase of the goods and supersedes all enquiries, proposals, agreements and negotiations, whether written or oral prior to the date of execution of this agreement. No modifications of these terms and conditions shall be of any force unless the modification is reduced to writing and authorized by BMFA and signed by the applicant and no modification shall be affected by the acknowledgement or acceptance of purchase order forms containing different conditions.

13 Company Terms and Conditions

Company Terms and Conditions are available at www.baileysmarine.com.au

Notes:

Quick Reference Emergency Response

Please Note: Emergency stop button should only be used in an emergency as this will cut power to the whole facility and disrupt other users.

Push emergency stop button

If safe, stop or control product flow

**Call Baileys Marine Fuels
1300 224 539**

Control Ignition Sources

- Eliminate all ignition sources
- Do not allow vehicles to be started
- Isolate mains power
- Evacuate people and clear the area

Control

Contain

Clean Up

Contain Spilt Product

- Contain Product using absorbent material (e.g. soil, sand spillkit)
- Build dams using soil, fire hoses etc., to protect drains

Clean Up

- Dispose of materials as directed by regulatory authority