Port Facility User’s Handbook
Port of Dampier
SHEQ-SYS-H-001
Port Facility User’s Handbook - Port of Dampier

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1. INTRODUCTION

The Port of Dampier is managed by the Dampier Port Authority (DPA). The DPA is committed to providing an efficient, professional port operation which meets the current and future needs of its customers. Due to the diversity of DPA’s operational structure, an integrated management system, capable of meeting the demands of customers, employees, Port Facility Users, contractors, relevant stakeholders and complying with the requirements of a large number of regulatory controls and industrial standards is required.

DPA have implemented this integrated Management System encompasses DPA’s Vision, Mission Statement and Core Values in addition to integrating existing Safety, Health, Environment and Quality control systems. As a result increased consistency occurs across DPA’s operational structure and strengthens DPA’s strategic focus on providing an efficient and professional Port operation which meets customer’s needs. The Port Facility User’s Handbook has been developed for Port Facility Users to provide them with operational guidelines for this system.

Vision: Australia’s premier energy and industry hub and gateway to Asia.

Purpose: To facilitate trade and help optimise the West Pilbara for the benefit of all.

DPA Core Values:

- Integrity - in our dealings;
- Professionalism - in our work;
- Value for money - to our customers;
- Care - for our environment, employees and community; and
- Teamwork – for shared success.

1.1. PURPOSE

The primary objective of the Port Facility Users Handbook is to provide Port Facility Users with guiding principles of DPA's Integrated Management System whilst operating within the Port. This handbook is a guide that will enable Port Facility Users to carry out their duties in a standardised manner; integrating safety, health, environment and quality standards to meet DPA’s and other legislative requirements.

Disclaimer

The information contained in this handbook is believed to be correct at the time of issue. However the Dampier Port Authority does not guarantee the accuracy of the information and accepts no liability for any damage, delay or loss resulting from any such inaccuracy. This document is only a guide and all Port Facility Users are required to comply with legislation, Port Standards and Procedures and their respective lease or licence agreements.

1.2. SCOPE

This document applies to Port Facility Users, which include DPA lease holders, license holders, users of the DPA's facilities and equipment, facility operators and their Associates. ‘Port Facility Users’ does not include vessels in the Port which are guided by the Port Standards and Procedures publication.

Nothing in this document overrides or varies the express terms set out in any written agreement between the Facility User and the DPA.
1.3. DAMPIER PORT AUTHORITY CONTACT DETAILS

Chief Operating Officer
Telephone: (08) 9159 6555
Fax: (08) 9159 6557
Email info@dpa.wa.gov.au
Web: www.dpa.wa.gov.au
Postal: PO BOX 285 Dampier WA 6713
Physical Address: MOF Road, Burrup Peninsula, Dampier WA 6713

1.4. REFERENCES

Contractors Handbook (SHEQ-SYS-H-002)
Contractors, Suppliers and Visitors Safety and Health Management (SHEQ-SYS-P-086)
Cyclone Response Plan (SHEQ-SYS-N-005)
Development Application Assessment (SHEQ-SYS-T-076)
Drug and Alcohol (SHEQ-SYS-P-083)
First Aid Procedure (SHEQ-SYS-P-010)
Job Safety and Environment Analysis Form (SHEQ-SYS-F-009)
Manual Handling Procedure (SHEQ-SYS-P-014)
Manual Handling Risk Assessment Form (SHEQ-SYS-F-010)
Permit Procedure (SHEQ-SYS-P-017)
Personal Protective Equipment Procedure (SHEQ-SYS-P-018)
Port Development Guidelines (SHEQ-SYS-G-006)
Site Inspection and Observation Checklist (SHEQ-SYS-F-015)
Site Inspection and Observation Procedure (SHEQ-SYS-P-026)
Smoke Free Workplace (SHEQ-SYS-P-082)
Work Permit Conditions Checklist (SHEQ-SYS-F-073)
Working Alone Procedure (SHEQ-SYS-P-065)
Workplace Monitoring Procedure (SHEQ-SYS-P-069)
## 2. DEFINITIONS AND ABBREVIATIONS

For the purpose of this document the following definitions apply:

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accident</td>
<td>Any unplanned event whereby a person, facility, equipment or the natural environment suffers or could have suffered an injury or damage.</td>
</tr>
<tr>
<td>Associates</td>
<td>All employees, invitees, contractors or agents of the Port Facility User, who have entered the Port for purposes associated with its business or activities in the Port.</td>
</tr>
<tr>
<td>Emergency</td>
<td>An event, actual or imminent, which endangers or threatens to endanger life, property or the environment, and which is beyond the resources of a single organisation or which requires the coordination of a number of significant emergency management activities.</td>
</tr>
<tr>
<td>Good Condition</td>
<td>State of repair of infrastructure including buildings, roads, lay down areas or the like, required for it to be safely used for its intended purpose.</td>
</tr>
<tr>
<td>Hazardous Situations</td>
<td>A situation where there is a likelihood of an Accident.</td>
</tr>
<tr>
<td>Incident</td>
<td>An event that causes, injury or harm to the person, property or the environment.</td>
</tr>
<tr>
<td>Infrastructure</td>
<td>Physical equipment or system, such as cables, pipelines, roads, railways, conveyors and pumps constructed, operated and maintained by a public authority or private sector body for the purposes of conveying, transmitting, receiving or processing water, sewerage, electricity, gas, drainage, communications, raw materials or other goods and services, but not including industry.</td>
</tr>
<tr>
<td>Lease Agreement</td>
<td>Document signed by the lessor and a second party (lessee), which formalises the terms and conditions under which the DPA allows the lessee to carry out Port related activities within a specified area within the Port.</td>
</tr>
<tr>
<td>Lease Area</td>
<td>Portion of land that has been leased by the DPA (lessor) to a Lessee on an exclusive basis for the purpose of carrying out Port related activities under the conditions established in a Lease Agreement.</td>
</tr>
<tr>
<td>Lessee</td>
<td>Party which has a current Lease Agreement with the DPA.</td>
</tr>
<tr>
<td>Licence Agreement</td>
<td>Document signed by the DPA and a second party (licensee), which formalises the terms and conditions under which the DPA allows the licensee to carry out Port related activities within a specified area, within the Port, on a non-exclusive basis.</td>
</tr>
<tr>
<td>Maritime Vessels</td>
<td>Any boat, ship, tanker, marine craft or floating structure visiting the Port.</td>
</tr>
<tr>
<td>Near Miss</td>
<td>An event that has the potential to cause, injury or harm to a person, property or the environment.</td>
</tr>
</tbody>
</table>
### OSH Program
The Occupational Safety and Health Program (OSH) is a document that aims to support the achievement of OSH performance through systematic elimination and reduction of risk among all DPA employees, visitors, contractors and relevant parties who work or are contracted to DPA. The DPA seeks to ensure compliance with all relevant statutory legislation, standards and codes of practice.

### Port
Port means the Port of Dampier, its seabed, Port waters together with all land, buildings, roads, wharfs and jetties that are owned, occupied or controlled by the DPA at the Port of Dampier.

### Port Facilities
Port Facilities means any land, buildings, berths, wharfs, jetties, laydown areas and any associated plant, equipment and infrastructure of any kind that is owned, managed or controlled by DPA and made available for use by Port Facility Users.

### Port Facility User
Any person or entity:
- (a) in the Port at any time
- (b) who uses any Port Facilities
- (c) who is bound by a Lease Agreement, Licence Agreement or other contract with the DPA.

They do not include Maritime Vessels.

### Premises
Any land owned or controlled by the DPA which a Port Facility User is occupying or using to conduct their business.

### Suspension Direction
Direction by DPA to a Port Facility User suspending the Port Facility User's right to use and access the any part of the Premises or the Port.

For the purpose of this document the following abbreviations apply:

<table>
<thead>
<tr>
<th>Abbreviation</th>
<th>Description</th>
</tr>
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<tbody>
<tr>
<td>DBLB</td>
<td>Dampier Bulk Liquids Berth</td>
</tr>
<tr>
<td>DCW</td>
<td>Dampier Cargo Wharf</td>
</tr>
<tr>
<td>DPA</td>
<td>Dampier Port Authority</td>
</tr>
<tr>
<td>MSIC</td>
<td>Maritime Security Identification Card</td>
</tr>
<tr>
<td>OSH</td>
<td>Occupational Safety and Health</td>
</tr>
</tbody>
</table>
3. DPA DEVELOPMENT STRATEGY

The DPA is a progressive and forward thinking organisation that views Port planning and development within a broad regional context. It takes into consideration current and potential cargoes, the logistics chain and it’s role in the Port in adding value to customers as a point of import/export.

The DPA’s focus is to encourage sustainable growth in the region and increase and diversify trade through the Port. This is achieved through provision of flexible and efficient Port services as well as logistics solutions with improved utilisation and expansion of land and infrastructure. The DPA has developed strategies to optimise management of existing land and infrastructure, designed to achieve DPA’s Port planning strategic goals including:

- Developing a lease application assessment methodology.
- Requiring all future lease applications and renewals to demonstrate a need to be located in close proximity to the Port.
- Introducing uniformed market rates across all leases.
- Developing a lease term strategy which is transparent, uniformed and encourages development and capital improvements on leased land.
- Rationalising Lessees and sub-lessees who could be more appropriately accommodated/positioned elsewhere, and develop a relocation strategy.
- Reconfiguring current lease boundaries to improve access to road networks and Port waters.

4. ROLES AND RESPONSIBILITIES

4.1. DPA ROLES AND RESPONSIBILITIES

<table>
<thead>
<tr>
<th>Role</th>
<th>Role/Responsibility</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Commercial Manager/ Assets Manager/ Environmental Manager</strong></td>
<td>- Ensure that a Lease Agreement or Licence Agreement has been finalised prior to the Port Facility Users occupying the premises.</td>
</tr>
<tr>
<td></td>
<td>- Ensure that Port Facility Users comply with the requirements established in DPA’s integrated management system.</td>
</tr>
<tr>
<td></td>
<td>- Ensure achievement of DPA standard performance measures is a key element of maintenance inspections.</td>
</tr>
<tr>
<td><strong>Engineering Services Manager</strong></td>
<td>- Ensure that all developments in the Port meet the required DPA standards.</td>
</tr>
<tr>
<td><strong>Project Managers</strong></td>
<td>- Ensure that any developments on the Premises comply with the requirements established in DPA’s integrated management system.</td>
</tr>
<tr>
<td></td>
<td>- Ensure the achievement DPA standard performance measures is a key performance indicator for developments for which the Project Manager is responsible.</td>
</tr>
<tr>
<td><strong>Contracts Administrator</strong></td>
<td>- Ensure that all documentation required in the contract is up-to-date and saved in DPA’s records management system.</td>
</tr>
<tr>
<td><strong>Health &amp; Safety Manager</strong></td>
<td>- Communicate requirements of DPA's OSH standards to all Port</td>
</tr>
</tbody>
</table>
4.2. PORT FACILITIES USER’S ROLES AND RESPONSIBILITIES

<table>
<thead>
<tr>
<th>Role</th>
<th>Role/Responsibility</th>
</tr>
</thead>
</table>
| Port Facility User | ▪ Ensure all contractual obligations are met.  
▪ Maintain the required DPA standards in all operations.  
▪ Submit all the documentation required under the Lease Agreement, Licence Agreement or other contract between the Port Facility User and the DPA. |
For the overall safety of the Port, the DPA has the right to examine the Port Facility User’s safety plan and emergency response plan which shall be provided upon request within 24 hours of the request being made.

6.1. ACCIDENT AND INCIDENT REPORTING GUIDELINES

Under the Port Authorities Act 1999, DPA is responsible for the safe and efficient operation of the Port, the preservation of property, and the protection of the environment. Therefore, any Emergency, Accident, Hazardous Situation, Near Miss and/or any marine and/or land pollution Incidents that a Port Facility User is aware of must be reported to the DPA.

The Port Facility User is responsible for ensuring that the DPA is notified as soon as an Incident occurs. This notification can be made to either the DPA’s Safety Officer or the Project Manager.

The Port Facility User is responsible for preparing a written incident report, which is to be submitted to DPA’s Safety Officer and Project Manager within a 24-hour period of the Incident occurring.

Management of Incidents

The Port Facility User is responsible for the management and investigation of all Incidents. The Port Facility User is required to conduct an investigation as appropriate and forward a completed investigation report to the DPA’s Safety Officer and Project Manager.

Where the DPA considers an investigation, or remedial action is inadequate, it will require the Port Facility User to remedy the situation. The DPA reserves the right to require any incident to be further investigated by an independent third party at the Port Facility User’s cost if deemed necessary.

For further information about reporting Incidents please contact DPA’s Safety Department at safety@dpa.wa.gov.au.

6.2. SAFETY REQUIREMENTS

Occupational Safety and Health Policy

The DPA is committed to achieving a safe and healthy work environment for all employees, contractors and visitors to the site through the establishment of an Occupational Safety and Health Policy, which is available at www.dpa.wa.gov.au.

Alcohol and Drugs Guidelines

Alcohol and illicit drugs are prohibited on DPA’s premises. Any person found under the influence or in possession of either alcohol or illicit drugs will be refused admittance and/or will be removed from the Port.

The DPA conducts random alcohol and other drug and blood alcohol content testing on a regular basis. The DPA’s Drug and Alcohol Procedure is available at www.dpa.wa.gov.au.

First Aid Guidelines

As part of DPA’s safety guidelines, the DPA requires that all port users provide first aid kits in their respective work areas.

Protective Clothing and Safety Equipment Guidelines
Personal protective equipment (PPE) must be worn at all times at designated areas, such as: DCW, DBLB and in other areas as indicated by signage. PPE includes, as a minimum:

- Steel capped boots;
- High visibility vest;
- Hard hat; and
- Safety glasses.

Personnel working above water must also wear appropriate flotation devices while carrying out the work. The DPA may require additional PPE in certain circumstances, this must also be worn.

**Smoking Guidelines**

Smoking is permitted in the Port however Port Facility Users must pay strict attention to signs that prohibit smoking in certain areas.

Smokers are requested to be respectful of non-smokers and the environment and are asked to dispose of their cigarette waste appropriately.

**Dangerous Goods**

A list of all dangerous and hazardous goods that a Port Facility User is seeking to bring into the Port must be provided to the DPA Safety Officer for approval, prior to bringing those goods into the Port.

### 6.3. EMERGENCY RESPONSE PLAN

The DPA has developed and implemented an Emergency Response Plan to fulfill its responsibilities under the *Port Authorities Act 1999* and the *Occupational Safety and Health Act 1984* where the provision of port services includes providing emergency response strategies to emergencies within the Port boundaries.

Port Facility Users must ensure that any emergency response plan that it develops for its Premises is consistent with the DPA's Emergency Response Plan. Port Facility Users must ensure that it and its Associates comply with the DPA's Emergency Response Plan.

### 6.4. CYCLONE RESPONSE PLAN

The Port of Dampier lies within a stretch of coastline which is prone to cyclonic weather events with the cyclone season beginning the 1st November each year and concluding at the end of April. The DPA has developed a Cyclone Response Plan and a Cyclone Response Procedure which is administered by the DPA.

The DPA has statutory authority to give effect to these procedures within the gazetted Port boundaries. These cyclone procedures apply to all Port Facility Users. Port Facility User’s need to ensure that they develop their own cyclone contingency plans which are in accordance with Port’s plan and that they and their Associates are aware of and comply with the Port Facility User's plans and the DPA’s cyclone response plans and procedures as the DPA has statutory right to initiate these procedures within the Port boundaries. The DPA's Cyclone Response Plan and Cyclone Response Procedures are available on the website [www.dpa.wa.gov.au](http://www.dpa.wa.gov.au).

### 7. SECURITY
The Port of Dampier is a security regulated Port in accordance with the \textit{Maritime Transport and Offshore Facilities Security Act 2003}. Only personnel and equipment required for work approved by the DPA are allowed in the Port. Port Facility Users must develop a security plan for their own worksite, facilities and equipment that complies with MTOSFA and ensure that the Port Facility User and its Associates comply with the plan. For the overall security of the Port, the DPA has the right to examine the Port Facility User's safety plan, emergency response plan and security plan which shall be provided upon request within 24 hours of the request being made.

7.1. PORT ACCESS AND INDUCTION

The Port of Dampier is a Landside Restriction Zone, and any personnel wanting entry to the Port is required to complete the Port induction program and obtain a MSIC. The Port Facility User shall ensure that none of its Associates enter the Port unless they hold and carry a valid MSIC.

The Port Facility User shall ensure that its Associates attend any relevant induction courses required by DPA. Further information can be obtained on the website: \url{www.dpa.wa.gov.au} or by contacting DPA Security Officer on 9159 6520.

7.2. MARITIME SECURITY IDENTIFICATION CARD (MSIC)

Unless a visitor to the site, it is a \textit{Maritime Transport and Offshore Facilities Act 2003} requirement that a MSIC be worn and visible at all times while in the Port. Failure to display a MSIC or produce it upon request by a member of the DPA staff may result in the Port Facility User or its Associate being ordered out of the Port and suspended from entering for a period of 7 days. Further MSIC information is available on the DPA website \url{www.dpa.wa.gov.au} or by contacting the DPA MSIC office on 9159 6500.

7.3. ESCORT PROCEDURE

All visitors to the Port who do not hold a valid MSIC and have not completed the DPA's safety induction require an escort. Visitors will meet their escort and be issued with a Visitor's Pass at the security gate prior to site entry. Personnel who require their vehicle to carry out their work anywhere on the Premises or in the Port must collect a Visitor's Pass before entry and must be escorted by an appropriate person during their time in the Port.

Unescorted access to the Port can only be provided to those people who hold a valid MSIC and have completed the DPA safety induction.

8. ENVIRONMENT

The DPA recognises its responsibility to manage the Port's environment whilst it progresses sustainable development. In doing so, the DPA has developed and implemented an Environmental Policy, with which Port Facility Users need to comply while in the Port. This policy is available at the DPA website \url{www.dpa.wa.gov.au}.

Port Facility Users are required to comply with all environmental legislation and the DPA's environmental requirements. Port Facility Users need to keep the DPA indemnified against any claims or costs incurred by the DPA in removing hazardous substances or contamination within the Port that is caused by the Port Facility User or its Associates.

The Port Facility User will be liable for any environmental damage that may occur during the course of their work. Further detailed information may be set out in Port Facility User's Lease Agreement, Licence Agreement or other contract with the DPA.
8.1. **POLLUTION CONTROL**

The Port Facility User shall ensure that neither they nor any of their Associates does anything that causes pollution or contamination of the Premises or the Port by garbage, refuse, waste matter, oil and other pollutants. If any pollution or contamination is caused or contributed to by the Port Facility User or its Associates, then, the Port Facility User shall do whatever is necessary to clean up and eliminate the pollution and contamination as soon as possible at their own cost.

8.2. **TRAFFIC AND DUST MANAGEMENT**

All Port Facility Users need to develop a detailed traffic and dust management plan that sets out the systems, practices and procedures that the Port Facility User shall apply to govern the movement of traffic (pedestrians and vehicles) and dust management whilst operating in the Port.

The DPA may conduct an environmental audit and review these plans. If requested by the DPA, the Port Facility User must incorporate changes, additions or variations to the plans to ensure efficient traffic and dust management in the Port.

8.3. **REMOVAL OF RUBBISH**

The Port Facility Users are required to keep the Premises or work areas free from dirt and rubbish keeping all trade waste, trash and garbage in proper receptacles.

8.4. **PEST CONTROL**

The Port Facility User shall take all reasonable precautions to keep the Premises or work areas free of rodents, pests, insects and termites infestation.

8.5. **NUISANCE**

The Port Facility User shall endeavour to minimise the interference or disturbance to other Port Users in the vicinity of the Premises or work area arising from the Port Facility User’s activities.

8.6. **FIRE PREVENTION**

The Port Facility User shall take all reasonable precautions against causing an outbreak of fire.

9. **CULTURAL HERITAGE**

DPA land, in common with many areas on the Burrup Peninsula, contains significant cultural heritage sites, especially sites of Aboriginal heritage. All of these sites are protected under various State and Federal legislation, but principally the *Aboriginal Heritage Act 1971*. While this may be an obvious issue with undisturbed areas, there are a large number of sites which have been retained in and around developed areas, and Port Facility Users should take care to ensure they understand this issue before considering work within the Port.

10. **MAINTAIN AND REPAIR PREMISES**

Port Facility Users are required to return the Premises at the expiration of any Lease Agreement, Licence Agreement or other contract between the Port Facility User and the DPA in its original or improved condition by ensuring that regular maintenance and repairs are conducted to keep the Premises in a good working order. Any improvements such as plants and fixtures which are not removed by the Port Facility User at the end of their term will be removed at the cost of the Port Facility User or become the property of the DPA. Specific conditions and other requirements are comprehensively covered in the Lease Agreement, Licence Agreement or other contract between the Port Facility User and the DPA.
10.1. LIGHTING, FENCING AND SIGNAGE

Port Facility Users with Lease Agreements or if otherwise requested by the DPA have an obligation to install adequate lighting, fencing along boundaries of the Premises and erect appropriate signage showing the Port Facility Users required information. The DPA Development Guidelines which are available on the website www.dpa.gov.au provide information on the required standards and process to meet these requirements.

10.2. CONSTRUCTION, ALTERATIONS AND INSTALLATIONS

The Port Facility Users are not entitled to demolish, construct, alter or modify anything on the Premises or in the Port unless the Port Facility User has obtained the prior written consent of DPA. The DPA has an established Development Approval Process in the DPA Development Guidelines for such work to be undertaken.

If the Port Facility User is granted consent by the DPA to undertake any construction, alterations or installations, all work relating to the design, construction and commissioning of such works shall be carried out in compliance with DPA requirements contained in the:

- Port of Dampier Development Plan website: www.dpa.wa.gov.au;
- Port of Dampier Contractor's Handbook;
- Port of Dampier Development Guidelines;
- Port of Dampier Port Standards and Procedures;
- any other applicable DPA plans and guidelines; and
- the Port Facility User shall be responsible for paying to the DPA the reasonable costs of supervision and consultancy relating to the works as determined by the DPA during the development application process.

11. DPA DEVELOPMENT GUIDELINES

Developments undertaken within the Port are to be consistent with the Dampier Port Development Plan and in accordance with the DPA Development Guidelines available on the DPA website: www.dpa.gov.au.

The DPA Development Guidelines have been prepared to provide guidance to designers, architects and other specialists in designing facilities and infrastructure for consideration by DPA. The DPA Development Guidelines are intended to assist development applicants and proponents in preparing a development application that complies with the criteria set out within. It is recommended that the DPA Development Guidelines are read in conjunction with relevant Australian Standards and government agencies’ requirements together with other DPA development documents.

DPA Development Guidelines covers any land or maritime developments undertaken within the Port and these include, but are not limited to:

- Demolition of any existing structure;
- Erection of or construction of any new structure;
- Alteration of/addition to any existing building or structure;
- Earthworks, fill and land excavations (including those that involve changing the finished land level);
- Dredging works, including placement of spoil;
- Increasing the extent of lay down areas; and
- Any activity that results in an increase in traffic volume of more than 5%.

11.1. DEVELOPMENT APPROVAL PROCESS

All developments intended to be undertaken within the Port must be approved by the DPA through a development application process, prior to the commencement of works. If the development is proposed and carried out by a sub-lease holder or sub tenant, the relevant Lessee must submit the development application to the DPA. It is the responsibility of the Lessee to ensure that its sub lease holder or sub tenant complies with the development approval process conditions. Further details of the process are explained in the DPA Development Guidelines.

In summary, the DPA has established four categories or types of development, determined on the basis of the potential risk that each development poses to the adjacent facilities and DPA's operations.

<table>
<thead>
<tr>
<th>Type of Development</th>
<th>Definition</th>
<th>Indicative Cost</th>
<th>Examples</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Type 1</strong></td>
<td>Uncomplicated minor developments that do not have the potential to create any risks to future development, the environment and/or Port operation and safety.</td>
<td>Less than AUD$100,000.</td>
<td>Minor building extensions and site enhancements, construction of a concrete pad, etc, which involve minimal site and/or no heritage disturbance.</td>
</tr>
<tr>
<td><strong>Type 2</strong></td>
<td>Relatively uncomplicated developments that have the potential to create low to medium risk to future developments, the environment, heritage sites and/or Port operations and safety.</td>
<td>Between AUD$100,000 and AUD$1M.</td>
<td>Construction of a shed, installation of transportable buildings or fences, etc, which involve medium amount of construction and earthworks.</td>
</tr>
<tr>
<td><strong>Type 3</strong></td>
<td>Complex developments that have the potential to create significant impacts to future development, the environment, and/or Port operations and safety. Generally, these developments would require assessment by State regulatory agencies and inputs from experienced specialist consultants in various technical areas.</td>
<td>More than AUD$1M and less than AUD$5M.</td>
<td>Construction of a marine facility or building premises, bulk-storage developments, etc, which involve large amount of construction and earthworks.</td>
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Highly complex developments that have the potential to create highly significant impacts to future development, the environment, and/or Port operations and safety. These developments would require assessment by State/Commonwealth regulatory agencies and inputs from experienced specialist consultants in various technical areas. More than AUD$5M. Construction of a desalination plant, LNG plant, dredging, development of green fields sites, etc.

11.2. STAGES OF THE DEVELOPMENT APPLICATION PROCESS

The development applicant will be charged a development application fee for each development application submitted, independently of the successful approval of the development application. In addition, the development applicant will be charged all costs incurred by the DPA for consultancy services during the assessment of the development application. Further information is available in the Development Approval Application Form, which is available on DPA website www.dpa.wa.gov.au.

The figure below shows the various stages of the Development Application Process. The documentation required to be submitted in each development approval stage will depend on the type and complexity of the development. The following serves as a guide to the documentation required for various types of developments.
DEVELOPMENT APPLICATION
Assessment and approval of the design, subject to development conditions.

STAGE 0
PRE-LODGE
MENT DISCUSSIONS
General presentation of the proposed development by the Proponent. Analysis of what it implies and involves.

STAGE 1
PRE-DEVELOPMENT NEGOTIATIONS
Approval-in-principle of the concept.

STAGE 2
DEVELOPMENT APPLICATION
Assessment and approval of the design, subject to development conditions.

STAGE 3
CONSTRUCTION APPLICATION
Assessment and approval of the construction works, subject to development conditions.

STAGE 4
MONITORING OF THE CONSTRUCTION WORKS
Monitoring of the construction works.

STAGE 5
AUDIT AND CLOSURE
Audit and close-out of the project.
All development applications should be addressed to:

Engineering Services Manager  
Dampier Port Authority  
P.O. Box 285  
Dampier W.A. 6713

DPA will acknowledge receipt of the development application and notify development applicants of the responsible DPA officer who will manage the development application and suggest approximate timeframes for the assessment. This DPA officer will be the primary contact for the development applicant throughout the process. Development applicants are encouraged to use this person as a conduit to the services and information available from the DPA, and maintain effective communication throughout the process.

12. ASSIGNMENT AND SUBLETTING

Port Facility Users are directed to their Lease Agreements, Licence Agreements and other contracts with the DPA for specific provisions relating to assignment or subleasing of any Premises. The following details are provided as a general guide.

12.1. ASSIGNMENT

Port Facility Users are not authorised to assign or transfer their obligations and benefits under any agreement with the DPA without the prior written consent of the DPA. Any request for assignment needs to be in writing to the DPA. The DPA will review and may approve (in its absolute discretion) any requests for assignment or transfer of obligations provided the assignee has the financial standing and technical capacity to meet Port Facility User's obligations and liabilities under the agreement and may be required to provide any guarantees that the DPA may deem necessary. For further details Port Facility User's should refer to their Lease Agreement with the DPA.

12.2. SUBLETTING AND OTHER USAGE RIGHTS

Port Facility Users are not entitled to sublease, transfer or grant any other usage or occupancy rights over any part of their Lease Areas without the DPA's prior written consent. The DPA will review any requests on a case by case basis and may permit a sublease if it is a strategic fit and meets DPA's land criteria. The Port Facility Users need to ensure that their sublease agreement is approved by the DPA and that they do not recover a rental rate that is higher than DPA's charge to them.

13. INSURANCE

If required by the DPA, the Port Facility User shall effect and maintain any insurance cover designated by the DPA, comply with the DPA's requirements promptly and ensure copies are provided to the DPA for its records promptly.

14. LIABILITY OF THE DPA IS LIMITED

The DPA has limited liability.

14.1. LIMITATIONS AND EXCLUSIONS

Regardless of any contributing acts or omissions on the part of the DPA or any of its employees or contractors (regardless of how negligent, tortious or otherwise wrongful the acts or omissions may be), the DPA does not and will not owe the Port Facility User or any of its Associates any duty of care in relation to, or be responsible for or liable to the Port Facility User for:
(a) anything arising out of the activities, acts or omissions of any Port customer, Port Facility User or Port entrant while they or any of their employees, agents or contractors are in the Port (regardless of how negligent, tortious or otherwise wrongful the activities, acts or omissions may be);

(b) anything arising out of circumstances where any Port Facilities are being used, have been used or are going to be used to handle different products or materials from time to time (regardless of any product or materials incompatibility, regardless of any product or materials contamination and regardless of the risk of cross product or cross material contamination);

(c) anything arising out of any Port access or egress delays or delays of any other kind that occur in relation to anything concerning the Port including any vessel delays and delays caused by or arising out of any shutdowns, breakdowns, construction works, earth works, demolitions, road closures or product or materials handling exclusion zones;

(d) anything arising out of the temporary or permanent closure of any part of the Port for any reason;

(e) anything arising out of theft or disappearance of anything that is in the possession, custody or control of the Port Facility User or any of its Associates while that property is in the Port (except theft by any DPA employee);

(f) anything arising out of any security breach, security failure or lack of security anywhere in the Port;

(g) any interruption or breakdown with respect to the supply of water, gas, electricity, phone service, lighting or other services in the Port;

(h) any loss or damage suffered by the Port Facility User as a consequence of any breakage, blockage or overflow of any sewer, storm water drain, waste drain or pipe or any water run-off from any other parts of the Port or surrounding areas;

(i) any loss or damage suffered by the Port Facility User as a consequence of any contamination of fuel or other products in the Port; or

(j) anything arising out of the loss of any Port customer or any temporary or permanent downturn in trade, vessel visits or the loss of any business opportunities in the Port.

14.2. ACKNOWLEDGEMENTS

(a) Nothing obliges the DPA to stop (either temporarily or permanently) any third party from commencing or carrying on any activity in the Port in order:

   (i.) to enable the Port Facility User to do anything; or

   (ii.) to protect the Port Facility User’s interests or protect any property owned by or in the possession, custody or control of the Port Facility User.

(b) Nothing precludes the DPA from granting third parties rights to use any part of the Port (excluding any part of the Port over which the Port Facility User has exclusive possession) or anything in the Port for any purpose.

(c) Nothing in or arising out of these Port Standards and Procedures creates any duty of care in favour of the Port Facility User.
(d) Nothing in or arising out of these Port Standards and Procedures creates or imports any implied obligations or implied responsibilities of any kind on the part of the DPA.

14.3. QUALIFICATION

Nothing in this section 14 is intended to relieve the DPA from any liability it may have in relation to anything that arises out of any willful or deliberate act or omission on the part of the DPA that is so malicious, calculated, reckless, fraudulent, deceitful or criminal in nature that it amounts to a knowing, fundamental and complete disregard for the commercial interests of a Port Facility User.

15. EASEMENTS

DPA is entitled to grant easements to other Port Facility Users or a public authority for the support of structures and services such as water, drainage, gas, electricity supply and telecommunications for the development of the Port. The details are comprehensively described in the Port Facility User’s Lease Agreement, Licence Agreement or other contract it may have with the DPA.