

Cairns – Public Tariff Rates and Terms and Conditions

Effective 1 July 2025

This schedule outlines services provided, fees for additional services and terms and conditions for the tug operations at Cairns.

A reference to a booking includes a booking by the vessel owner, agent or other intermediary or customer. All bookings are deemed to have been made by or authorised by the vessel owner, agent, intermediary or customer. Services provided by Engage Marine as a result of a direction from the Harbour Master will be deemed to be authorised by the vessel owner, agent, intermediary or customer and with charges payable in full for those services.

A booking is for a vessel and the tug and/or lines services related to that vessel.

Towage rates are charged on the basis of Gross Tonnage (GT) of a vessel as listed in the current edition of Lloyd's Register of shipping (as per table below).

Tug requirements for each vessel movement is at the discretion of the local regulatory authority and/or customer and not determined by Engage Marine.

All rates are in Australian dollars (AUD) and unless specified are exclusive of GST.

Towage Rates per Tug

The towage rates shown below are to assist a vessel arriving at, or departing from, a berth within the limits of the port at any time using their own power. The towage rates apply to each tug booked and cover the first two (2) hours of attendance.

All jobs commence at the earlier of the booked job time or when engaged by the pilot. Jobs conclude when released by the pilot.

Bookings: A minimum of 24 hours' notice is required for all bookings. Any bookings made within 24 hours will be dependent upon tug availability.

Vessel GRT	Price excl. GST	GST at 10%	Price incl. GST
0 - 5,000	\$3,787.00	\$378.70	\$4,165.70
5,001 - 10,000	\$5,438.00	\$543.80	\$5,981.80
10,001 - 20,000	\$7,445.00	\$744.50	\$8,189.50
20,001 - 30,000	\$9,974.00	\$997.40	\$10,971.40
30,001 - 40,000	\$10,205.00	\$1,020.50	\$11,225.50
40,001 +	\$10,360.00	\$1,036.00	\$11,396.00

Standard Charges

Activity	Price Ex. GST
Additional Time (over 2 hours standard booking)	25% of standard tariff per 15 minutes (after initial 15 minute increment)
Cancellation cost per tug	50% of relevant towage rate per tug when cancelled within 2 hrs of booked time
Deferral cost per tug	50% of relevant towage rate per tug when deferred within 2 hrs of booked time
Other services	By negotiation

Where a vessel has to vacate the berth and later re-berth at Abbot Point due to inclement weather conditions, towage rates per tug will be reduced by 50% for the additional sailing and berthing.

Terms and Conditions

Payment Terms

Payment must be effected on the earlier of the time specified on the invoice issued at time of service or 30 days after the date of the issue of the invoice.

Where extended payment terms of 30 days have been provided to approved customers, the agent is requested to provide details of the ship's Principal at the time of ordering services. If the Agent refuses to provide the principal's details, then the Agent will be deemed to have accepted full responsibility for all charges incurred.

Invoices outstanding after 30 days may be subject to a late payment charge of 1.5% per month. The customer shall also pay all expenses incurred by Engage Marine in recovering the payment of outstanding amounts.

Ongoing non-compliance of payment terms may result in the 30 day extended payment facility being withdrawn and requirement of payment in part or in full at the time of service.

General Terms and Conditions

Engage Marine does not accept any responsibility for any delay to a ship caused by the detention of a tug or tugs from any cause.

The UK Standard Conditions for Towage and Other Services (revised 1986), as amended by Engage Marine Pty Ltd in September 2018 (**UKSTC**), is incorporated into this Tariff and applies in relation to all bookings and any services provided by Engage Marine. A copy of UKSTC is available for download at <https://engagemarine.com/terms> or in hard copy on request.

Notwithstanding anything else contained in this Tariff or UKSTC, Engage Marine shall be subject to any non-excludable warranty, condition or guarantee conferred on the vessel owner, agent, intermediary or customer by the Australian Consumer Law in Schedule 2 of the *Competition and Consumer Act 2010* (Cth) (as amended from time to time) (the **Act**). If, and to the extent, the Act applies to confer such a warranty, condition or guarantee, to the extent permitted by law, Engage Marine limits its liability for breach of such warranty, condition or guarantee to the supplying the service again or the payment of the cost of having the service supplied again, as determined by Engage Marine.

Engage Marine will render assistance promptly if at any time an incident arises or situation develops (outside the scope of normal harbour towage operations) that threatens the safety of a ship or its crew, port infrastructure, the environment and/or the community. Engage Marine reserves the right to negotiate the terms under which such assistance is rendered.

Engage Marine reviews tariff rates on a regular basis. For any amendments to this schedule a minimum of 30 days' notice will be provided.

By ordering tugs or other services, an agent or other intermediary warrants that the owners, master and other agents have been informed of, and have accepted these terms and conditions.

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