

# Details

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<b>Parties</b>	<b>Commission, SSC and Guarantor</b>	
<b>Commission</b>	Name	<b>Transport Commission (“Commission”)</b>
	Address	10 Murray Street, Hobart, Tasmania
	Telephone	(03) 1300 135 513
	Fax	(03) 6233 3937
	Attention	Mr David Peters Commissioner for Transport
	<hr/>	
<b>SSC</b>	Name	<b>Southern Shipping Company Pty. Ltd. (“SSC”)</b>
	Incorporated in	Tasmania
	Registration Number	ACN 108 421 218
	Address	81 Elizabeth Street, Launceston, Tasmania
	Telephone	(03)
	Fax	(03)
	Attention	
	<hr/>	
<b>Guarantor</b>	Name	<b>Geoffrey Gabriel (“Guarantor”)</b>
	Address	81 Elizabeth Street, Launceston, Tasmania
	Telephone	
	Fax	
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<b>Recitals</b>	<b>A</b>	SSC is the owner of the Vessels and wishes to provide a shipping service to Flinders Island and the Furneaux Group.

- B** SSC and the Commission wish to enter this Agreement for the purposes of recording the commercial agreement reached in relation to the payment by the Commission to SSC and the engagement of SSC as the operator of the Shipping Service.
- C** The Guarantor has agreed to enter into this Agreement for the purpose of guaranteeing the obligations and performance of SSC and the Trustee under this Agreement.
- D** SSC enters into this Agreement in its capacity as trustee of the Sea Freight Trust the owner of the Vessels and also as the owner of the business which operates the Shipping Service in its own right and not as trustee of the Sea Freight Trust.

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**Date of  
agreement**

See Signing page

# General terms

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## 1 Definitions and Interpretation

### 1.1 Definitions

In this Agreement (including the Recitals) unless the contrary intention appears:

**"Agreement"** means this Deed of Agreement whether in its original form or as supplemented, varied or amended from time to time.

**"Auditor"** means a person who is registered to act as such in accordance with the *Corporations Act 2001(Cwlth)*.

**"Business Day"** means any day on which banks are open for business in Hobart.

**"Charter Agreement"** means the Charter Agreement between SSC and the Trustee.

**"Commission"** means the Transport Commission established under the *Transport Act 1981* and shall where the context admits, include servants, authorised sub-contractors and agents of the Commission.

**"Contract Review"** means the review to be carried out in accordance with clause 10.

**"CPI"** means the Consumer Price Index referred to in clause 5.

**"Effective Date"** means 1st July 2006 or if clause 3.2 applies the earlier date referred to in that clause.

**"Financial Year"** means the period 1<sup>st</sup> July to the 30<sup>th</sup> June in each year of the Term.

**"Financier"** means any lender which holds a registered ship's mortgage over the Vessels.

**"freight"** includes, without limiting the general meaning of the word, livestock, fuel, fertilizer, produce including wool, manufactured goods and vehicles of all kinds including farm vehicles, machinery, passenger vehicles, motor cycles and bicycles.

**"Freight Rates"** means the rates set out in the Schedule 1.

**"Furneaux Group"** means that group of islands known as the Furneaux Group including Flinders, Clarke, and Cape Barren Islands.

**"Guarantor"** means Geoffrey Gabriel.

**"Insurances"** means the insurances policies required to be taken out pursuant to clause 14.

**"Original Agreement"** means the Deed of Agreement dated 6<sup>th</sup> December 2002 which was subsequently extended to the 18 July 2007 and was assigned to SSC.

**"Parties"** means the named parties to this Agreement or their respective lawful successors and permitted assigns, and **"Party"** means any one of them or their respective lawful successors and permitted assigns.

**"Sea Freight Trust"** means the trust established by the Trust Deed dated 7<sup>th</sup> July 2005 between Gerry Peter Geakus (settlor) and SSC (trustee).

**"Service Fee"** means the fee payable pursuant to clause 4.1

**"Shipping Service"** means the service of shipping freight and passengers using the Vessels between the following places and in accordance with schedules which are to be no less frequent than the following:

- (a) between Bridport, Tasmania and Lady Barron, Flinders Island, one return service each week;
- (b) between Cape Barren Island and Bridport every four weeks either direct or via any other island of the Furneaux Group;
- (c) between Clarke Island and within Tasmania either direct or via any other island of the Furneaux Group on a commercially accepted basis; and
- (d) between Lady Barron, Flinders Island and a Victorian Port on a commercially accepted basis,

or such other times as may be approved in writing by the Commission.

**"SSC"** means Southern Shipping Company Pty Ltd and shall where the context so admits, include employees, authorised sub-contractors and agents of SSC.

**"State"** means the State of Tasmania.

**"Term"** means the term set out in clause 3.1.

**"Trustee"** means SSC as trustee of the Sea Freight Trust.

**"Vessels"** means the purpose built, roll-on roll-off, 41 metre, stern loading vessel "*Matthew Flinders III*" (AMSA official no. 855378) and the vessel "*Southern Condor*" (AMSA official no. 857001).

## 1.2 Interpretation

In this Agreement unless the contrary intention appears:

- (a) a reference to a clause or schedule is a reference to a clause of or schedule to this Agreement, and a reference to this Agreement includes a recital or schedule;
- (b) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (c) a word importing the singular includes plural and vice versa, a word importing a gender includes each other gender and a reference to person includes an individual, firm, body corporate, association (whether incorporated or not), government, governmental or semi-governmental body, local authority or agency;
- (d) a reference to a person includes the person's executors, administrators, successors, substitute (including persons taking by novation), transferees and assigns;
- (e) a reference to any act, matter or thing includes the whole or any party of that act, matter or thing and a reference to a group of acts, matters or things or persons includes each act, matter or thing or person in that group;
- (f) where under or pursuant to this Agreement or anything done hereunder, the day on or by which any act, matter or thing is to be done is not a Business Day such act, matter or thing shall be done on the immediately following Business Day;
- (g) heading are inserted for convenience and do not affect the interpretation of this Agreement.

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## **2 Expiration of Original Agreement**

### **2.1 Expiration**

The Parties agree and acknowledge that the Original Agreement will expire on the date of this Agreement.

### **2.2 Reservation of Rights**

The Parties further agree that notwithstanding the expiration of the Original Agreement the right of a reconciliation of a proportionate payment to the date of this Agreement in accordance with the obligations to pay under the Original Agreement will survive the expiration of the Original Agreement.

### **2.3 Acknowledgement**

The Parties acknowledge that the payment under clause 2.2 does not include any additional CPI subsidy arising under this Agreement.

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### **3 Term**

#### **3.1 Commencement of Term**

Performance of the Shipping Service is to commence on the Effective Date and must be completed on a date five (5) years from the Effective Date.

#### **3.2 Early commencement**

If the Shipping Service is to commence on a date earlier than this Agreement all dealings between the parties as from the earlier date relating to the provision of the Shipping Service will be taken to have been carried out on the terms of this Agreement.

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### **4 Payment for the Shipping Service**

#### **4.1 Service Fee**

Subject to clause 4.4 the Commission shall pay SSC a Service Fee of Two Hundred and Thirty Four Thousand Three Hundred and Ninety Six Dollars (\$234,396.00) per annum.

#### **4.2 Payment**

Subject to clause 4.3, the Service Fee shall be paid in two equal instalments, the first on 31<sup>st</sup> December and the second on 30<sup>th</sup> June in each year of the Term the first payment being due on 31<sup>st</sup> December 2006.

#### **4.3 Adjustment of payments**

The payments made under clause 4.2 are to be adjusted to take into account payments made by the Commission under the Original Agreement or any extension of the Original Agreement since the Effective Date. All payments made under the Original Agreement or any extension since the Effective Date are deemed to have been payments made under clause 4.2 and form part of the Service Fee.

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### **5 Review of Service Fee**

At the expiration of a period of twelve (12) months from the Effective Date and annually thereafter for the duration of the Term the Service Fee will be increased by the same percentage as the percentage increase in the Consumer Price Index (All Groups) Hobart ("CPI") or any substitute indicator of cost of living movements as published by the Australian Bureau of Statistics or any successor organisation for the four quarters immediately prior to the Review Date for which a published CPI figure is available.

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## **6 Additional Obligations of SSC and acknowledgements**

### **6.1 Obligations**

In addition to and without limiting in any way its general obligation under clause 3 to provide the Shipping Service, SSC will:

- (a) maintain the Vessels at all times to Australian Maritime Safety Authority (or any substituted authority) Survey standards;
- (b) provide the Shipping Service in accordance with the best accepted standards of service, safety and reliability;
- (c) observe all relevant laws, regulations, standards and codes of practice as required by any authority having jurisdiction in any way over the Vessels and the Shipping Service;
- (d) not use the Vessels:
  - (i) for any trade or business which is forbidden by any law or is otherwise illicit;
  - (ii) in any manner which may render the Vessels liable to destruction seizure or confiscation;
  - (iii) to carry any goods which are illicit, prohibited, contraband or excepted by the Insurances;
  - (iv) in any manner, for any purpose or in any place excepted from the insurances which SSC is required to take out under this Agreement;
- (e) not charge more than the freight rates provided for in clause 7;
- (f) publish in such ways as the Commission may require, the schedules approved by the Commission of sailing times of the Vessels and details of Freight Rates as applicable from time to time;
- (g) provide the Commission from time to time with such information (including financial information) relating to the provision of the Shipping Service and/or the performance of the Agreement, but not including the annual financial statements of SSC, that the Commission may request in writing within fourteen (14) Business Days of the date of request;
- (h) for the purposes of clause 6.1(g), give the Commission or its nominee access to all financial accounts, books and records relating to the Shipping Service upon reasonable written notice first being given by the Commission;
- (i) for the purposes of clause 6.1(g), maintain proper books and records showing the cost of operating the Shipping Service;

## **6.2 Dredging Brid River**

- (a) Subject to clause 6.2(b) SSC may dredge the Brid River for the purposes of undertaking the Shipping Service.
- (b) SSC will not dredge the Brid River without the approval of the appropriate government agencies;
- (c) Once approval is given to SSC by the appropriate agencies to dredge, then SSC will be responsible for the cost of the dredging of the Brid River for the purpose of carrying out the Shipping Service under this Agreement.

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## **7 Freight Rates**

### **7.1 Initial Freight Rates**

The Freight Rates to be charged shall be those freight rates set out in Schedule 1 of this Agreement. The parties acknowledge that the Freight Rates represent a fair and reasonable commercial return for SSC having regard to:

- (a) returns that can generally be reasonably expected in the provision of shipping services of the nature required under this Agreement,
- (b) the exclusive nature of SSC's rights under this Agreement,
- (c) returns to SSC from providing any service of on-forwarding freight carried by it pursuant to the Shipping Service, and
- (d) the reasonable expectations of users of the Shipping Service.

### **7.2 Categories of Freight**

Categories of freight in addition to those referred to in Schedule 1 may be proposed by either party for which an applicable freight rate is to be agreed or determined.

### **7.3 Increases in Freight Rates**

The Freight Rates may be varied in accordance with the CPI, the first increase being twelve (12) months from the Effective Date and annually thereafter.

### **7.4 Fuel Surcharge**

The parties agree that there is a fuel surcharge based on the following formula:

- Bridport – Flinders Island

A fuel surcharge of 5% shall be imposed on freight prices when fuel reaches \$1.00 per litre. The fuel surcharge on freight rates will increase by 2.5% when the fuel increases at 25 cent intervals.



- Flinders Island – Port Welshpool

A fuel surcharge of 10% shall be imposed on freight prices when fuel reaches \$1.00 per litre. The fuel surcharge on freight rates will increase by 5% when the fuel increases at 25 cent intervals.

For the purposes of this clause 7.4 the reference to the price of fuel is the gross price of fuel before the Commonwealth rebate has been applied.

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## **8 Covenant by the Commission**

The Commission agrees that, in consideration of the commitments and undertakings of SSC during the Term it will not provide financial assistance to another company or operator for the provision of the Shipping Service without the prior written consent of SSC which consent is not to be unreasonably withheld.

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## **9 Obligations of SSC**

SSC agrees as follows:

- (a) to notify promptly the Commission in the event SSC is served with a notice of default under the terms of any ship's mortgage relating to the Vessels, such default being sufficient to entitle the Financier to take possession of the Vessels in the event the default is not remedied;
- (b) to notify promptly the Commission if SSC is unable or prevented from operating the Shipping Service in any way; and
- (c) not without the prior written consent of the Commission, which shall not unreasonably be withheld to encumber the Vessels by way of mortgage, charge or other process whereby a third party becomes possessed of the right to take possession of the Vessels upon the happening of a defined event.

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## **10 Renewal of Agreement**

### **10.1 Contract Review**

At a time no earlier than nine (9) months and no later than three (3) months before the end of the Term, the Parties shall confer in good faith and appoint an independent suitably qualified and experienced person to conduct a review (“the Contract Review”) of the manner in which the Shipping Service has been provided by SSC under this Agreement. If the Parties cannot agree on a person to conduct the Contract Review the matter must be dealt with in accordance with clause 23.

### **10.2 Matters to be taken into account**

In the Contract Review regard shall be had, in the provision of the Shipping Service, to the number of scheduled services either not

undertaken by SSC or not undertaken in accordance with published schedules and the reasons for the same, any changing trends of freight requirements under the Shipping Service and the ongoing ability of SSC and the Vessels to meet those requirements, the availability of other operators capable of providing the Shipping Service and complaints if any from users as to Freight Rates and the quality of the Shipping Service.

### **10.3 Cost of the Review**

SSC is responsible for the cost of the Contract Review.

### **10.4 Assistance**

SSC must provide the person appointed to conduct the Contract Review with all financial information and other information associated with the provision of the Shipping Service.

### **10.5 Further Agreement**

If as a result of the Contract Review, the Commission is satisfied with the performance of SSC under this Agreement and its ability to continue to so perform, the Parties will negotiate in good faith terms upon which SSC be granted a further agreement to provide an exclusive service in terms of the Agreement for a further period of five (5) years, with an option for second further period of five (5) years subject to a performance review in terms of clauses 10.1 and 10.2.

### **10.6 Acknowledgement**

SSC acknowledges that the negotiation of a further agreement under clause 10.5 includes the negotiation of a new service fee.

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## **11 Guarantee and Indemnity by the Guarantor**

### **11.1 Guarantee and Indemnity**

The Guarantor unconditionally guarantees and indemnifies the Commission in respect of SSC's and the Trustee's performance obligations under this Agreement. This guarantee and indemnity will remain in force until the Commission provides the Guarantor with written notice that the guarantee is no longer required.

### **11.2 Further Indemnity**

The Guarantor indemnifies and keeps indemnified at all times the Commission from and against all claims, damages, loss and liability whatsoever which the Commission may suffer or incur as a result of any act of non-observance of any of the covenants, terms and conditions of this Agreement on the part of SSC and the Trustee to be performed and observed. The Guarantor will remain liable to the Commission under this indemnity notwithstanding that:

- (a) as a consequence of such breach or non-observance, the Commission has exercised any of its rights on default under this Agreement,
- (b) SSC may be wound up, dissolved or insolvent,
- (c) that the guarantee given in clause 11.1 may for any reason whatsoever be unenforceable either in whole or in part.

### **11.3 Survival**

The indemnity given under clause 11.2 will survive the termination or expiration of this Agreement.

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## **12 Release of Commission from liability to SSC**

In the absence of negligence on the Commission's part occasioning the damage complained of, SSC and the Trustee absolves the Commission from any liability to SSC and the Trustee for damage to any of SSC's or the Trustee's property howsoever arising from the carrying out of the terms and conditions of this Agreement.

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## **13 Indemnities of SCC and the Trustee**

### **13.1 Indemnity**

SSC and the Trustee will keep the Commission indemnified against any legal liability, loss, claim or proceedings for personal injury to or death of any person or for damage to property howsoever arising from the carrying out of the terms and conditions of this Agreement, to the extent that such injury, death or damage is attributable to any act or omission, negligent or otherwise, of SSC or the Trustee or their employees or agents.

### **13.2 Survival**

The indemnity in clause 13.1 will survive the termination or expiration of this Agreement.

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## **14 Insurances**

### **14.1 SSC to insure**

Before commencing the Shipping Service, SSC will take out and keep current with an insurance company previously approved of in writing by the Commission, the following policies of insurance:

- (a) key personnel insurance for an amount sufficient to obtain substitute personnel in the event the Guarantor is no longer available;
- (b) worker's compensation insurance to cover employees of SSC against any liability imposed by statute;

- (c) public risk protection and indemnity insurance for an amount not less than ten million dollars \$10,000,000.00 for any one claim or series of claims, arising out of one single occurrence to cover against:
  - (i) liability for personal injury or death or property damage in connection with anything done or not done by the Vessels and/or SSC or arising out of SSC's obligations under this Agreement;
  - (ii) such other risks as may be required by statute, order or regulations; and
  - (iii) claims in connection with any oil, liquid, gas, or other polluting substance emanating or threatening to emanate from the Vessels.
- (d) Vessels hull and machinery insurance to cover the Vessels against loss or damage from all risks (including fire and usual marine risks).

#### **14.2 Commission to be noted on policy**

SSC will ensure that the Commission is noted on the public risk insurance described in clause 14.1(c) and that the Commission is indemnified under that policy as a principal in relation to work carried out by SSC under this Agreement.

#### **14.3 Insurer to notify Commission of intention to cancel policy**

Any policy of insurance effected pursuant to sub-paragraph 14.1(c) shall contain an undertaking by the insurer to advise the Commission in writing, of any intention to cancel the insurance before such cancellation takes place and that the policy shall continue in force for the benefit of the Commission for at least thirty Business Days after written notice of any lapse or cancellation (as the case may be) has been sent to the Commission, and an undertaking that the policy shall insure the interests of the Commission up to the limits of that policy regardless of any misdescription, breach or violation by SSC of any warranties, declaration or conditions contained in that policy.

#### **14.4 Agreement by SSC**

All insurances effected pursuant to sub-clause 14.1(c) and 14.1(d) shall contain an agreement by SSC that no reduction in limits or coverage affecting the Vessels shall be made in any such policy or any part thereof except upon written approval of the Commission.

#### **14.5 Evidence of insurance**

SSC shall supply the Commission with certified copies or other satisfactory evidence of all insurance required to be taken out herein,

together with a certificate of currency, prior to the commencement of the Shipping Service and annually thereafter.

#### **14.6 SSC not to prejudice insurance**

SSC shall not do, or permit to be done, or suffer anything to be done, whereby any insurance, or any party thereof, may become vitiated or rendered void or voidable, or whereby any rate or premiums of any insurance shall be liable to be increased, or whereby the Commission may be put at risk.

#### **14.7 Insurance does not limit SSC's liabilities under Agreement**

The effecting of insurances as described in sub-clause 14.1 shall not in any way limit the liabilities or obligations of SSC under other provisions of this Agreement.

#### **14.8 Notification**

SSC shall, as soon as practicable, inform the Commission in writing of the occurrence of an event that may give rise to a claim under a policy of insurance effected which could affect the ability to carry out the Shipping Service, and shall ensure that the Commission is kept fully informed of subsequent action and developments concerning the claim.

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### **15 Force Majeure**

#### **15.1 Definition**

"Force majeure" means an act, event or cause (other than an obligation to pay money) which is beyond the reasonable control of the concerned party, including an act of God, peril of the sea, accident of navigation, war, sabotage, riot, insurrection, civil commotion, national emergency (whether in fact or law), martial law, fire, lightning, flood, cyclone, earthquake, landslide, storm or other adverse weather conditions, explosion, power shortage, epidemic, quarantine or the impossibility of obtaining materials.

#### **15.2 Force Majeure**

If a party (the "affected party") becomes unable, wholly or in part, by force majeure, to carry out an obligation placed on it under this Agreement:

- (a) the affected party must give to the other parties prompt, written notice of:
  - (i) reasonable particulars of the force majeure; and
  - (ii) so far as is known, the probable extent to which the affected party will be unable to perform or be delayed in performing its obligations;

- (b) the relevant obligation so far as it is affected by the force majeure, will be suspended during but no longer than the delay occasioned by the continuance of the force majeure; and
- (c) the affected party must be duly diligent to overcome the force majeure as quickly as possible but shall not have to settle any labour or other dispute creating the force majeure on terms contrary to its wishes or to contest the validity or enforceability of any law, regulation or decree by way of legal proceedings.

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## **16 Negation of Employment and Agency**

### **16.1 No representation by SSC, Trustee, subcontractors etc.**

SSC and the Trustee shall not represent themselves, and shall ensure that their sub-contractors, employees and agents do not represent themselves, as being employees or agents of the Commission.

### **16.2 SSC remains independent contractor**

Notwithstanding the degree of direction, control or supervision which the Commission may directly or indirectly exercise over or in respect of SSC or the Trustee or their employees, agents or sub-contractors in the discharge of duties, obligations, covenants and undertaking under this Agreement, SSC and the Trustee shall be deemed to have been and remain independent contractors and the sub-contractors, employees or agents of SSC or the Trustee are deemed to be and always to have been and remain sub-contractors, employees or agents of SSC or the Trustee.

### **16.3 No master and servant relationship**

The Commission shall not, in any circumstances of whatsoever nature, stand in the relationship of master and servant to or with SSC or the Trustee, or their employees, agents or sub-contractors.

### **16.4 No partnership, agency or joint venture**

Nothing contained in this Agreement shall be deemed or construed to create the relationship or partnership, or principal and agent, or of joint venturer between the Commission and SSC.

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## **17 Default – Opportunity to rectify and termination**

### **17.1 Notice to rectify breach or default**

If a Party commits a breach or default in the observance of its obligations under this Agreement the affected Party may give the other Party notice in writing ("the breach notice") specifying the breach or default and requiring it to be rectified within the time period specified therein ("the rectification period") which shall be sufficient in the circumstances to allow for rectification.

## **17.2 Further notice to rectify, suspend or terminate**

Where the default or breach has not been remedied within the rectification period to the satisfaction of the affected Party or active steps have not been taken to remedy the default or breach which in reasonable opinion of the affected Party will ensure the default or breach is remedied within the rectification period the affected Party may at its option either:

- (a) give the Party in default or breach an extension notice under which the rectification period can be extended for the time specified therein; or
- (b) give the Party in default or breach a suspension notice under which the affected Party shall be entitled to suspend performance of all or any of its obligations under this Agreement; or
- (c) give the Party in default or breach a termination notice under which this Agreement shall terminate without prejudice to any other action or remedy which the affected Party has or might otherwise have had in respect of such default or breach or any prior defaults or breaches of this Agreement of damages as a result thereof.

## **17.3 Commission may terminate for insolvency**

Notwithstanding clause 17.1 the Commission may immediately terminate this Agreement by written notice to SSC upon the occurrence of the following which for the purpose of this Agreement are insolvency events:

- (a) if distress or execution is levied against any of the property of SSC and is not paid out within fourteen Business Days;
- (b) if an order be made or a resolution be passed winding up SSC;
- (c) if a receiver or a receiver and manager is appointed for SCC's assets or any part thereof;
- (d) if any scheme of arrangement is submitted for approval to any Court by SCC; or
- (e) if SCC becomes insolvent or unable to pay its debts as and when they become due.

## **17.4 Termination notice in lieu of extension notice**

If the affected Party has given the other Party an extension notice under clause 17.2(a) and thereafter considers that the extension notice is no longer appropriate for any reason whatsoever, it shall be entitled to issue a termination notice to replace the extension notice which termination notice shall operate as provided for in clause 17.2(c).

## **17.5 Termination notice in lieu of suspension notice**

If the affected Party has given the other party a suspension notice under clause 17.2(b) and thereafter considers that the suspension notice is no

longer appropriate for any reason whatsoever, it shall be entitled to issue a termination notice to replace the suspension notice which termination notice shall operate as provided for in clause 17.2(c).

#### **17.6 Effect of Termination**

If notice is given to the other party to terminate this Agreement, the affected Party may:

- (a) recover from the other Party the amount of any loss or damage sustained as a result of the termination;
- (b) be regarded as discharged from any further obligations under this Agreement; and
- (c) pursue any additional or alternative remedies provided by law.

#### **17.7 No limitation**

Nothing in clauses 17.1 to 17.6 shall limit or fetter any right at common law or in equity in respect of any breach of this Agreement.

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### **18 Sub-contracting and Assignment etc.**

#### **18.1 SSC not to assign etc. without approval of Commission**

If SSC or the Trustees wish to sub-contract, assign, part with or be relieved from any of its rights, powers or obligations arising under this Agreement, the written approval of the Commission shall be required (which shall not be unreasonably refused) and the conditions which shall apply to any approval shall be at the reasonable discretion of the Commission but shall include in the case of SSC, as a minimum, the satisfaction of sub-clause 18.2.

#### **18.2 Change in Shareholding of SSC**

The controlling shareholder of SSC shall not dispose of its controlling interest without the consent of the Commission, which consent shall not be unreasonably withheld, provided the new controlling shareholder, or SSC in its own right, has sufficient technical and financial resources and expertise to carry out the obligations of SSC under this Agreement and is prepared to carry out those obligations.

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### **19 SSC responsible for performance of the Shipping Service**

Unless otherwise agreed to in writing by the Commission, SSC shall be fully responsible for the performance of the Shipping Service notwithstanding that SSC has sub-contracted or assigned the performance of any part of the Shipping Service.



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## **20 Waiver**

A waiver by the Commission in respect of any breach of a condition or provision of this Agreement shall not be deemed to be a waiver in respect of any other existing or subsequent breach.

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## **21 Applicable Law**

This Agreement shall be governed by the law of Tasmania and the Parties submit to the jurisdiction of the Courts of Tasmania.

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## **22 Variation and other arrangements**

### **22.1 Variations**

The Parties may from time to time by written agreement, add to substitute, cancel or vary all, or any of the provisions of this Agreement for the purpose of more efficiently or satisfactorily implementing or facilitating any of the objects of this Agreement.

### **22.2 Other contracts and arrangements**

Without limiting the generality of clause 22.1 the Parties may from time to time enter into contracts or arrangements for giving better effect to the provisions of this Agreement.

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## **23 Resolution of Disputes**

### **23.1 Mediation**

Any dispute or difference whatsoever arising out of or in connection with this Agreement (other than pursuant to clauses 10.1, 10.2 and 10.3) shall be submitted to mediation in accordance with and subject to, the Institute of Arbitrators and Mediators Australia, Rules for Mediation of Commercial Disputes.

### **23.2 Arbitration**

If the dispute or difference is not settled within thirty days of its submission to mediation (unless such period is extended by agreement of the parties in dispute) it shall be and is hereby submitted to arbitration in accordance with and subject to the Institute of Arbitrators and Mediators Australia, Expedited Commercial Arbitration Rules.

### **23.3 Party not to commence legal action**

No party may commence or maintain any action by way of legal proceedings relating to a dispute or difference until it has been resolved under this clause, except to enforce this clause.

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## 24 Notices

### 24.1 How to give notice

Any notice, demand, consent in writing or other communication to be given or made under or pursuant to this Agreement shall be deemed to have been duly given or made when:

- (a) hand delivered in writing;
- (b) send by prepaid post; or
- (c) by facsimile transmission (to the listed facsimile number),

to the Party to which such notice or demand or consent is required or permitted to be given or made under this Agreement at the following addresses:

**THE COMMISSION:** Department of Infrastructure Energy and Resources  
10 Murray Street  
Hobart Tasmania 7000  
Facsimile Number (03) 6233 3937

**SSC:** 81 Elizabeth Street  
Launceston Tasmania 7250  
Facsimile Number: (03)

**GUARANTOR:** Geoffrey Gabriel  
81 Elizabeth Street  
Launceston Tasmania 7250  
Facsimile Number: (03)

### 24.2 How to serve a notice

Any notice, demand, consent in writing or other communication, shall be deemed to have been duly served:

- (a) in the case of hand delivery, when delivered;
- (b) if sent by prepaid post, on the third Business Day after the date of posting; or
- (c) if sent by facsimile transmission (provided that the sending facsimile machine produces a print out of the time date and uninterrupted transmission record of the sending of the Notice), upon completion of sending if such completion is within ordinary business hours in the place where the recipient's facsimile machine is located but if not, then at 9.00am on the next following Business Day in such place.

### **24.3 Sufficiency of notice etc.**

Any notice, demand, consent in writing or other communication required to be given or made pursuant to this Agreement shall be sufficient if:

- (a) in the case of the Commission, it shall be under the hand of the Commission or its authorised agent of solicitors; and
- (b) in the case of the SSC, or the Guarantor, under the hand of SSC, or the Guarantor or their authorised agents or solicitors.

A printed or copied signature shall be sufficient for the purpose of sending any notice, demand, consent in writing or other communication by facsimile transmission.

---

## **25 Severance**

### **25.1 Reading down**

If a provision of this Agreement is void or voidable by SSC, or the Guarantor or unenforceable by the Commission but would be void or voidable or unenforceable if it were read down and is capable of being read down, it shall be read down accordingly.

### **25.2 Severance**

If, notwithstanding clause 25.1 a provision of this Agreement is still void or voidable by SSC, or the Guarantor, or unenforceable by the Commission:

- (a) if the provision would not be void or voidable or unenforceable if a word or words were omitted, that word or those words (as the case may be) are severed; and
- (b) in any other case the whole provision is severed;

and the remainder of this Agreement has full force and effect.

---

## **26 Goods and Services Tax**

### **26.1 Liability for GST**

Subject to any other provision of this agreement expressing a contrary intention, if GST is imposed on a supply made under it, then the party paying for the supply must pay the amount of the GST to the party making the supply, at the same time as, and in addition to, the amount payable for the supply.

### **26.2 Tax Invoice**

A party making a taxable supply under this agreement must give the recipient a tax invoice for the taxable supply when that supply is made.

### 26.3 Terms defined in GST Act

In this clause “GST” refers to goods and services tax under *A New Tax System (Goods and Services) Act 1999* (“GST Act”) and the terms used have the meanings as defined in the GST Act.

---

## 27 Obligations of the Trustee

The Trustee, as the lawful owner of the Vessels and in consideration of the support being provided by the Commission to SSC as the operator of the Shipping Service in accordance with this Agreement to enable the operation of the Shipping Service, agree as follows:

- (a) to notify immediately the commission and the Financier in the event the Trustee becomes aware that SCC has breached the terms of the Charter Agreement to the extent that it entitles the Trustee to take possession of the Vessels;
- (b) to notify immediately the Commission in the event the Trustee is served with a notice of default under the terms of any ship’s mortgage relating to the Vessels, such details being sufficient to entitle the Financier to take possession of the Vessels in the event the default is not remedied;
- (c) notwithstanding a provision of the Charter Agreement to take no action during the term of this Agreement whereby SSC is prevented from operating the Shipping Service including any proposal to sell or dispose of the Vessels by sale, lease or otherwise whereby SSC is denied possession of the Vessels for the purposes of operating the Shipping Service;
- (d) in the event that notice is given to the Commission under either or both clauses 27(a) and 27(b), to allow the Commission, at its option, to remedy the breach (at the cost of SSC) and to allow the Commission sufficient time in which to so do;
- (e) in the event that notice is given to the Financier under clause 27(a) to allow the Financier at its option, to remedy the breach and to allow the Financier sufficient time in which to so do;
- (f) to ensure that the Vessels remain at survey standard and all relevant licenses to allow the Vessels to trade are maintained and the insurances kept up notwithstanding that such obligations may have been imposed on SSC under separate documentation;
- (g) not without the prior written consent of the Commission, which shall not unreasonably be withheld to encumber the Vessels by way of mortgage, charge or other process whereby a third party becomes possessed of the right to take possession of the Vessels upon the happening of a defined event;
- (h) not without the written permission of the Commission which shall not be unreasonably withheld enter into or engage in any

commercial undertaking other than the arrangements it has entered into with SSC; and

- (i) not to amend the Trust Deed without prior written consent of the Commission which consent shall not be unreasonably withheld.

---

## **28 Possession of the Vessels by the Commission**

### **28.1 Entitlement to take possession**

If there is a breach of the provisions of the Charter Agreement resulting in the Trustee taking possession of the Vessels then the Trustee hereby agrees that the Commission will be entitled on notice to the Trustee and at the Commission's discretion to take possession of the Vessels for the purposes of operating the Shipping Service (including by engaging a sub-contractor if it wishes) provided that, should the Commission fail to exercise its right herein contained within a reasonable time then the trustee will continue to be liable to conduct the Shipping Service, provided however, that if the Commission does so take possession of the Vessels then the Commission shall pay to the trustee a fair market rental for the Vessels and any dispute as to what amounts to a fair market rental will be referred for mediation or arbitration in accordance with the dispute resolution provisions of this Agreement.

### **28.2 Possession**

If the Commission obtains possession of the Vessels pursuant to clause 28.1 the Commission retains the right to return the Vessels to the Trustee and upon such return the Trustee agrees to provide the Shipping Service for the balance of the Term in accordance with the terms and conditions of this Agreement.

---

## **29 Acknowledgement of SSC**

SSC acknowledges that it enters into this Agreement in its capacity as trustee of the Sea Freight Trust, the owner of the Vessels and the owner of the business which operates the Shipping Service in its own right.

---

## **30 Confidentiality**

### **30.1 Parties may disclose contract provisions**

Despite any confidentiality or intellectual property right subsisting in this Agreement or a schedule, appendix, annexure or attachment to it, either party may publish all or any part of it without reference to the other.

### **30.2 SSC or the Guarantor must not disclose Confidential Material**

Subject to clause 30.1, SSC or the Guarantor must not publicly disclose, or use for a purpose other than this Agreement, any information or material acquired or produced in connection with, or by performing, this

Agreement (“Confidential Material”), without the Delegate’s prior written consent, except to the extent that:

- (a) the Confidential Material is available to the public generally, other than by breach of this Agreement;
- (b) a law requires SSC or the Guarantor to disclose, file, record or register something that includes Confidential Material;
- (c) disclosure is necessary or advisable to get a consent, authorisation, approval or licence from a governmental or public body or authority;
- (d) it is necessary or advisable to disclose the Confidential Material to a taxation or fiscal authority;
- (e) the Confidential Material is disclosed confidentially to professional advisers:
  - (i) to get professional advice about this Agreement; or
  - (ii) to enforce this Agreement; or
- (f) the parties agree otherwise in writing.

### **30.3 SSC’s or Guarantor’s employees to comply**

The SSC and Guarantor must ensure that their employees who have access to Confidential Material, are aware of, and comply with, all confidentiality obligations affecting it.

### **30.4 Privacy obligations preserved**

Nothing in this clause derogates from a party’s obligations under the *Personal Information Protection Act 2004* (Tas) or the *Privacy Act 1988* (Cwlth).

---

## **31 Counterparts**

This Agreement may be signed in any number of separate counterparts, which taken together are deemed to comprise the one instrument.

**Executed** as a Deed.



# Schedule 1

## SOUTHERN SHIPPING CO GENRAL FREIGHT TARIFF

To be read in conjunction with Southern Shipping Co general tariff conditions

NOTE: Weighbridge certificate or approved shippers declaration must accompany each container

Effective: 1st January 2007

Freight rates

Item	Cargo Description	Bridport to Flinders Island inc Cape Barren Island	Bridport to Port Welshpool	Flinders Island to Port Welshpool
<b>A</b>	Cargo Not Otherwise Specified (NOS)  Base Rates Unitised within 6.1m*2.5m*2.89m(l*w*h) to 24t gross Wheeled units to 12.5m*2.5m*4.27m (l*w*h) to 33t gross Includes buses, rigid vans, tractors & machinery, boats, caravans, racing cars (on trailers) and laden vehicles Prime mover/trailer combinations to 17.m*5.2m*4.27m(l*w*h) to 41.5t gross rates per wheeled units  General freight (per M3) \$101.65 Wheeled Cargo (per M2) \$65.95  Overdimensional Charges A surcharge will apply to overlength, overwidth overheight and or overweight cargo  A quotation can be obtained on application			
			\$126.85	\$120.60
			\$94.50	\$82.20

## SOUTHERN SHIPPING CO GENRAL FREIGHT TARIFF

To be read in conjunction with Southern Shipping Co general tariff conditions

NOTE: Weighbridge certificate or approved shippers declaration must accompany each container

Effective: 1st January 2007

Freight rates

Item	Cargo Description	Bridport to Flinders Island inc Cape Barren Island	Bridport to Port Welshpool	Flinders Island to Port Welshpool
<b>B</b>	Livestock			
	Bulls & Bullocks	\$82.40	\$111.00	\$111.00
	Cows & Heifers	\$57.20	\$84.60	\$84.60
	Calves (3 months & under)	\$25.30	\$34.05	\$34.05
	Horses (plus \$30 box hire)	\$112.10	\$124.20	\$124.20
	Pigs (Baconers & Porkers)	\$8.85	\$14.30	\$14.30
	Steers	\$63.75	\$92.35	\$92.35
	Vealers (up to 10 months)	\$63.75	\$92.35	\$92.35
	Yearlings (to 15 months)	\$48.35	\$60.50	\$60.50
	Sheep (less than 50m wool)	\$5.50	\$12.10	\$12.10
	Sheep (over 50m wool)	\$6.60	\$13.75	\$13.75
	Rams	\$12.10	\$14.30	\$14.30
	Stud Bulls (plus \$30 box hire)	\$92.50	\$128.60	\$128.60
	Lambs (less than 50m wool)	\$6.60	\$12.10	\$12.10
	Lambs (over 50m wool)	\$7.65	\$13.20	\$13.20
	Pony			
		Large animals	Small animals	
	Wharfage rates - Port Welshpool	2.60	0.85	
	Wharfage rates - Lady Barron	2.17	0.42	
	Wharfage rates - Whitemark	3.26	0.63	
	Wharfage rates - Bridport	2.17	0.42	



**SOUTHERN SHIPPING CO GENRAL FREIGHT TARIFF**

Effective: 1st January 2007

To be read in conjunction with Southern Shipping Co general tariff conditions

Freight rates

NOTE: Weighbridge certificate or approved shippers declaration must accompany each container

Item	Cargo Description		Bridport to Flinders Island inc Cape Barren Island	Bridport to Port Welshpool	Flinders Island to Port Welshpool
C	Motor Cycles	ea	\$61.55	\$64.85	\$64.85
	Bicycles	ea	\$17.60	\$23.10	\$23.10
	Caravans,Horse Floats, Trailers	m2	\$65.95	\$94.50	\$94.50
D	Frozen & Chilled Goods	kg	50c per kilogram	POA	POA
	Fish Bait - Frozen	kg	39c per kilogram	POA	POA
	Fertilizer	tns	\$64.90	\$81.35	\$81.35
	Wool	bl	\$39.55	\$45.05	\$45.05
	Seed & Stock Feed	tns	\$68.10	\$81.35	\$81.35
	Skins & Hides	m3	\$67.00	POA	POA
	Hazardour Cargo	m3	\$128.60	\$145.10	\$145.10
	- Empty Returns	m3		\$46.20	\$46.20
	Fuel Drums - Return only - 0.324m3	ea	\$50.55		
	Gas Bottles - Return -45kg - 0.180m3		\$41.75		\$46.20
	-7.5kg - 0.060m3		\$14.30		\$17.55
	Roofing Iron @ 34c per lineal meter		\$101.10		
	Cladding		\$101.10		
	Truck Tyres	ea	\$15.40	POA	POA
	Tractor Tyres	ea	\$55.00	POA	POA
	Cement/Bricks	tns	\$100.00	POA	POA
Beer Barrels Empty - 0.096m3 each	ea	\$7.75			

**SOUTHERN SHIPPING CO GENRAL FREIGHT TARIFF**

Effective: 1st January 2007

To be read in conjunction with Southern Shipping Co general tariff conditions

Freight rates

NOTE: Weighbridge certificate or approved shippers declaration must accompany each container

Item	Cargo Description		Bridport to Flinders Island inc Cape Barren Island		Flinders Island to Port Welshpool
D	Cray Pots & Fish Trays	ea	\$13.95		\$25.30
	Fish Bait Boxes (Polysterene)*	ea	\$6.95 per pack of 6		
	<b>Posts - Treated</b>				
	65mm super logs @ 1.5m	ea	\$1.15		\$2.20
	75-100mm x up to 2.1m	ea	\$2.50		\$2.70
	75-100mm x up to 2.4m	ea	\$2.90		\$3.05
	75-100mm x up to 3.0m	ea	\$3.10		\$3.25
	75-100mm x up to 3.6m	ea	\$3.30		\$3.50
	100-150mm x up to 2.1m	ea	\$3.10		\$3.25
	100-150mm x 2.4 up to 3.0m	ea	\$4.55		\$4.85
	100-125mm x up to 3.6m	ea	\$5.65		\$5.75
	125mm x 4.8m	ea	\$5.20		\$5.30
	125mm x 6.0m	ea	\$6.65		\$6.85
	150-200mm x up to 2.1m	ea	\$5.10		\$5.30
	150-200mm x 2.4 up to 3.0m	ea	\$6.05		\$6.25
	150mm x up to 3.6m	ea	\$6.60		\$6.85
	150mm x up to 4.8m	ea	\$8.35		\$8.50
	175-200mm x 6m	ea	\$9.30		\$9.50
	200-250mm x up to 2.1m	ea	\$6.25		\$6.40
	200-250mm x up to 2.4m	ea	\$6.50		\$6.70
	200mm x 4.8m	ea	\$8.35		\$8.50
	Super logs - 150mm x 3.6m	ea	\$8.35		\$8.50
	200m x 6m	ea	\$9.50		\$9.60
	Telegraph Poles	ea	\$164.85		NA
	<b>Posts Split</b>				
	1.8m	ea	\$3.45		\$3.50
	2.1m	ea	\$4.05		\$4.20
	2.4m	ea	\$5.10		\$5.55
	<b>Tanks</b>			SEE SEPARATE LIST	
	<b>Poly Pipe</b>			GENERAL RATE	STAND-BY RATES
	1/2" Coil - 0.178m3	ea	\$16.50		\$19.80
	3/4" Coil - 0.302m3	ea	\$18.70		\$19.35
	1" Coil - 0.423m3	ea	\$29.65		\$32.95
	1 1/4" Coil - 0.691m3	ea	\$49.45		\$52.75
	1 1/2" Coil - 0.925m3 or 1 1/2"(300m rl) - \$87.60	ea	\$60.75		\$64.85
	2" Coil - 1.360m3	ea	\$71.45		\$75.85
	2" Coil - (200m roll)	ea	\$76.95		\$86.80
	2" Coil - (150m roll)	ea	\$67.65		\$76.95
	3" Coil - (100m roll)	ea	\$103.00		\$111.00
	3 1/2" Coil (100m roll)	ea	\$123.00		\$133.65

**SOUTHERN SHIPPING CO GENRAL FREIGHT TARIFF**

Effective: 1st January 2007

To be read in conjunction with Southern Shipping Co general tariff conditions

Freight rates

NOTE: Weighbridge certificate or approved shippers declaration must accompany each container

Item	Cargo Description	Bridport to Flinders Island inc Cape Barren Island				Bridport/Flinders Island to Port Welshpool
		Excluding wharfage		Including wharfage		
		ONE WAY	RETURN	ONE WAY	RETURN	
<b>E</b>	<b>Vehicles</b>					SEE SEPARATE LIST
	Up to 4.20m	\$274.80	\$367.80	\$305.40	\$447.85	
	4.21m up to and including 4.50m	\$399.00	\$492.00	\$424.95	\$563.90	
	4.51m up to and including 4.80m	\$486.95	\$579.90	\$507.15	\$646.10	
	4.81m up to and including 5.9m	\$601.50	\$694.50	\$640.25	\$805.20	
	<b>The above price includes the driver FOC and the vehicle to and from Flinders Island</b>	<b>(Reduce price by \$100.00 to acquire your one way rate)</b>				
	All passengers & vehicles have up to 6mths before their return passage is no longer valid					
	There is limited space for car parking near the Bridport terminal & NO PARKING inside the terminal					
<b>F</b>	<b>Passengers One Way only</b>					
	Adults	ea	\$50.95			\$84.60
	Infants (under 3 years old)	ea	FOC			
	Children (over 3 years up to 15 years)	ea	\$31.70			\$53.45
	<b>Passengers Return</b>					
	Adults	ea	\$89.40			\$135.20
	Infants (under 3 years old)	ea				
	Children (over 3 years up to 15 years)	ea	\$50.95			\$76.60
	The "Matthew Flinders" can carry up to 12 Passengers <b>IMPORTANT - Passengers booking must be paid for 14 days prior to sailing</b>					

<b>VICTORIA TO TASMANIA (including Flinders Island)</b>				
<b>Size</b>	<b>One/Way</b>		<b>Flinders Is</b>	<b>Welshpool</b>
	<b>Return</b>	<b>Cost</b>	<b>Wharfage</b>	<b>Wharfage</b>
under 4.2m	One way	345.20	29.89	Cubic metre
	Return	432.15	59.78	times \$4.00
4.21-4.5m	One way	481.70	29.89	Cubic metre
	Return	568.65	59.78	times \$4.00
4.51-4.8m	One way	575.75	29.89	Cubic metre
	Return	662.70	59.78	times \$4.00
4.81-5.9m	One way	708.80	44.86	Cubic metre
	Return	795.75	89.72	times \$4.00
Campervan	One way	\$82.15 m2	3.73 sq metre	Cubic metre
	Return	Doubled	7.46 sq metre	times \$4.00
Motor home	One way	\$82.15 m2	3.73 sq metre	Cubic metre
	Return	Doubled	7.46 sq metre	times \$4.00
Caravan	One way	\$82.15 m2	3.73 sq metre	Cubic metre
	Return	Doubled	7.46 sq metre	times \$4.00

If a driver is accompanying a vehicle, reduce the freight price by \$150 (one way) \$300 (return)

**SOUTHERN SHIPPING CO GENRAL FREIGHT TARIFF**

Effective: 1st January 2007

To be read in conjunction with Southern Shipping Co general tariff conditions

Freight rates

NOTE: Weighbridge certificate or approved shippers declaration must accompany each container

Item	Cargo Description		Bridport to Flinders Island inc Cape Barren Island	Bridport to Port Welshpool	Flinders Island to Port Welshpool
G	6.1M Dry Containers & Trailers Dry containers up to 6.1m*2.5m*2.89m(l*w*h) Includes cargo flats,bases,enclosed containers and tanks				
	Base Rates Gross Weight up to 24.0 tonnes		\$1,397.70		\$1,734.35
	12.2m Dry Containers Dry containers up to 12.2m*2.5m*2.89m(l*w*h) Includes cargo flats,bases, enclosed containers and tanks				
	Base Rates Gross Weights up to 24.0 tonnes		\$2,668.30		\$3,068.50
	12.2m Trailers - 12.2m*2.5m*2.89m (l*w*h) Includes Livestock trailers. Gross weight not exceed road transport equipment		\$2,541.20		\$2,935.10
H	<b>Empty Returns</b>				
	Containers 6.10	ea	\$508.20		\$600.30
	Trailers 6.10	ea	\$508.20		\$600.30
	Trailer 12.2m x 2.4m w x 1.5m h				

**Southern Shipping Tariff Conditions**

COVERING NORTHBOUND AND SOUTHBOUND TARIFFS - EFFECTIVE FROM 1/5/2004

- 1 Cargo must be properly secured when presented for shipment
- 2 Weighbridge dockets or approved Shippers Declaration are required for all containers submitted for shipment
- 3 No units will be accepted if the cargo loaded within exceed the limits of the SSC plating
- 4 Maximum Gross Weight of a single lift must not exceed 24 tonnes (when such a unit has a current test certificate)
- 5 50% of the top tier of the cargo must be below the unit gate or gate extension height
- 6 Southern Shipping reserves the right to request production of and view current test certificate for any cargo carrying units presented for shipment. All units carrying livestock must have a current AMSA certificate.
- 7 If cargo dimensions or the gross weight exceeds those roads limits applicable in the originating State for transport without special permits or escort, a special quotation is required.
- 8 To qualify for empty positioning rates, the unit in question must either:
  - (a) Be immediately prior to or
  - (b) Immediately after
 a loaded move with Southern Shipping. Shippers are required to officially declare the unit as a bonafide empty  
Failure to do so will result in full freight being charged.
- 9 Container desire depots: provisions must be made by the client to return Southern Shipping's equipment to depots unless directed otherwise by Southern Shipping
- 10 Demurrage will be charged if the unit is not returned to the designated terminal three working days after the arrival of the vessel.
- 11 Freight account queries: Claims for freight adjustments must be lodged by shippers within 7 days of shipment, otherwise Southern Shipping may not consider such claims.
- 12 Free time is three working days (Weekends and Public Holidays exempt) after notification that goods are available for delivery.
- 13 Due to some shippers not complying with current practice of removing All units from wharves within three working days after being notified that the unit is available for collection, terminal operators reserve the right to charge storage to those shippers at the following rates:
  - (a) Bridport
 

Forth and fifth days or part thereof	\$20.00 per day
Sixth day thereafter	\$30.00 per day
  - (b) Lady Barron
 

Charges as per Marine Board of Flinders regulations	
---	--
  - (c) Welshpool
 

Charges as per Port of Melbourne regulations	
--	--
- 14 In addition to storage charges, refrigerated containers that require power will be charged \$30.00 per day or part thereof:
  - (a) When submitted earlier than one day prior to shipment
  - (b) Following notification that units are available for collection after two working days.
- 15 In addition to the above general conditions, cargo shipment is also subject to the terms and conditions on the reverse of the Southern Shipping Consignment Note.

# Signing page

**Dated:**

18 July 2007

**The Common Seal** of the )  
**Transport Commission** was duly )  
affixed in the presence of: )

..... )  
Signature of witness )

..... )  
Name of witness (block letters) )

..... )  
Address of witness )

..... )  
Occupation )

**Executed by Southern Shipping** )  
**Company Pty. Ltd. (ACN 108 421** )  
**218)** in accordance with section )  
127(1) of the Corporations Act 2001 )  
(Cwlth) by authority of its directors: )

..... )  
Signature of Director )

..... )  
Name of Director (block letters) )

.....  
Signature of Director/Company  
Secretary

.....  
Name of Director/Company  
Secretary (block letters)

**Signed Sealed and Delivered** by )  
**Geoffrey Gabriel** in the presence )  
of: )

)

.....

.....  
Signature of witness

.....  
Name of witness (block letters)

.....  
Address of witness

.....  
Occupation



# Deed of Agreement

Dated

18 July 2007

**Transport Commission** (“Commission”)

and

**Southern Shipping Company Pty Ltd** (“SSC”)

and

**Geoffrey Gabriel** (“Guarantor”)

**The Crown Solicitor of Tasmania**

GPO Box 825

Hobart 7001

Phone: (03) 6233 3409

Fax: (03) 6233 2874

Email: [crown.solicitor@justice.tas.gov.au](mailto:crown.solicitor@justice.tas.gov.au)

# Deed of Agreement

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