

Port Nelson Limited

License To Operate

Company Name

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Issue Date: 23/05/2025	Review Date: 25/05/2027	
Owner: Health and Safety Lead	Department: Health and Safety	

License To Operate Purpose

This License To Operate gives permission from Port Nelson Limited (the 'Licensor') to you (the 'Operator') to access and operate at Port Nelson (the 'Port'), under the conditions set out in this license.

The purpose of this license is:

- for the Licensor to give the Operator permission to operate on the Port;
- to set out the Operator's conditions of access to the Port;
- to ensure that all parties operating on the port are aware of their health & safety obligations.

Parties

LICENSOR (PORT NELSON LTD)

Address: 8 Vickerman St, PO Box 844,
Nelson 7040

Telephone: 03 548 2099

Agreed for the Licensor by:

Signature of Authorised Signatory

Name of Authorised Signatory

Position

----- / ----- / -----
Date

OPERATOR (INSERT NAME)

Address:

Telephone:

Agreed for the Operator by:

Signature of Authorised Signatory

Name of Authorised Signatory

Position

----- / ----- / -----
Date

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Term

Subject to a license termination (see below), this License To Operate is valid for 2 years from the date of signing, or for the period that the Operator is authorised/contracted to do the works that are the subject of this License. After 2 years, health & safety performance and compliance will be considered as part of any renewal.

License Termination

Where there is a breach of this License or applicable safety protocols by the Operator, the Licensor may at the Licensor's discretion:

- give written notice to the Operator requiring the Operator to remedy such breach within a time period set out in that notice (Remedy Period);
- suspend the License for the duration of the Remedy Period, this being in the case of either repeated offending or actions that trigger a high potential safety incident; and
- if the breach is not remedied to the satisfaction of the Licensor within the Remedy Period, terminate the License with immediate effect.

For the avoidance of doubt,

- if the Operator's License is suspended, the Operator must cease all operations at the Port;
- if the Operator's License is terminated, the Operator must vacate the Port; and
- if any dispute arises in connection with the operation of these provisions, the Operator's License may be suspended until such dispute is resolved.

Changes to the License

The Licensor reserves the right to change any term in this License by providing written notice to the Operator:

- provided the change does not materially increase the obligations imposed on the Operator; or
- to ensure compliance with relevant laws and regulations.

Approved Activities

The Operator, including its employees, contractors and visitors, will only access the Port to carry out the approved activities specifically set out in this License.

The Licensor has approved the following set of Operator activities.

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Approved Activities (tick those that apply):

- ☐ Direct contractor of services to PNL (Operational)
- ☐ Stevedoring
- ☐ Cargo Owner
- ☐ Slipway Service provider
- ☐ Operational Leaseholder
- ☐ Vessel Operator
- ☐ Lay-up Berth Vessel Operator
- ☐ Direct contractor of services to PNL (Administrative/Low Risk)
- ☐ Subcontractor to other port users
- ☐ Ship Agency
- ☐ Transport Operator
- ☐ Port Regulator

PNL have categorised you as a Tier X port user. See our website for details of the different tiers we apply to Port Users.

Port Nelson's Obligations

The Licensor is committed to building a safety and wellness culture where everyone who works at or visits the Port returns home safe each day. The safety standards Port Nelson sets for itself extend to all operators working at the Port.

In order to achieve a safe operating environment, the Licensor will:

- take responsibility, as a 'Person's Conducting a Business or Undertaking' (PCBU), for the health and safety of all people working on or visiting the Port, so far as reasonably practicable;
- notify the Operator and/or the Operator's Principle(s) if there are health & safety concerns around the Operator's safety performance or compliance;
- consult, cooperate and coordinate, so far as reasonably practicable, with other PCBUs; and
- take enforcement actions as the Licensor deems necessary.

Operator's Obligations

The Operator must meet the safety standards set out by the Licensor, to build a safety and wellness culture where everyone who works at or visits the Port returns home safe each day.

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Under this License, the Operator is required, in addition to the Operator's obligations arising under the Health & Safety at Work Act 2015, to:

- abide with the safety standards set out in the Port User Safety Protocols published on Port Nelson's website (as amended from time to time);
- take all reasonably practicable steps to ensure the health and safety of its workers, agents, visitors and other port users;
- report all notifiable incidents and accidents to the designated relationship manager at the Licensor, copying in the Licensor's Health & Safety team. Reporting should take place verbally at the earliest available opportunity and must be completed within 2 hours and in writing within 24 hours of the incident. Immediately, in the instance of injury or death, and within 24 hours for all other events. The operator will also share investigation reports for these incidents with PNL upon request;
- maintain a Risk Register detailing the risk their operation brings on to the Port;
- maintain a Hazardous Substances Register, if the Operator stores or uses any Hazardous Substances at the Port;
- develop an Emergency Response Plan for their operations on the port;
- comply with security and operational protocols as required by various regulations and laws applicable to the Operator;
- ensure that all staff who enter the port are appropriately trained, inducted by the Port and have clear instructions as to their activities and movements on the Port.
- comply with any conditions set out in:
 - this License To Operate;
 - Port User Pre-Qualification (if this applies to the Operator);
 - Port Nelson's standard terms and conditions;
 - the Lease Agreement (if the Operator has a lease with Port Nelson);
- carry public liability insurance with particular reference to the risks of fire, explosion, pollution, air discharges and storage of dangerous goods for minimum cover of \$10,000,000, and with the interests of the Licensor noted (a copy of the policy is to be made available to the Licensor upon request); and
- indemnify the Licensor in respect of any action, suit, claim or demand brought against the Operator, as a direct result of the Operator breaching any part of this License;
- provide any health & safety related documentation, relating to the Operator's activities at Port Nelson to the Licensor as may be reasonably requested from time to time.
- Indemnify PNL against all claims, proceedings or losses arising from any acts or omissions of the port user whether relating to PNL or any other person.

Special Conditions

The Licensor has approved the following set of Special Conditions.

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Approved Special Conditions:

- Nil currently specified.

Force Majeure:

PNL shall not be held responsible in any way for any loss or damage arising out of a suspension of services resulting from any Act of God, strike, lock out, industrial dispute, or any other issue outside of the control of PNL.

PNL may amend these rules at any time. Notice of such changes will be provided when appropriate and practicable to do so. When such changes are made, thirty (30) days' notice of any change to these rules will be provided.

Anything not covered in the above rules is deemed to fall under the jurisdiction of the existing PNL standard terms and conditions.

Disputes

In the first instance, all disputes relating to this License shall be resolved between the parties promptly, each party acting in good faith.

The Licensor reserves the right to refer disputes to arbitration, or any other resolution process as may be required.

At its sole discretion, PNL may deny access to any port user or company who fails to comply with the PNL operating rules and associated policies and Procedures. These include, but are not restricted to, regulatory compliance, security, traffic, health and safety management plans, code of conduct or any other rule outlined or those subsequently implemented by PNL and notified to port users.

General

The Operator will not assign or otherwise transfer any of its rights or obligations under this agreement to any other person.

This agreement is governed by the Laws of New Zealand. The parties submit to the exclusive jurisdiction of the New Zealand courts in respect of all matters relating to this agreement.

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