



WIRI INLAND PORT - SOUTH AUCKLAND FREIGHT HUB

Carrier Access Arrangements

The website "Terms of Use" form part of this document. By accepting those Terms of Use, you also agree to these conditions.

Overview

Wiri Inland Port is committed to the highest principles and standards of safety, operational excellence, customer focus and continuous improvement.

1. Site Safety Requirements

Wiri Inland Port Freight Hub places the utmost importance on site safety for all employees, contractors and visitors who access the site. We take a stance of zero tolerance to behaviours that contribute to workplace incidents that have a negative impact on the business.

Safety is a fundamental component of operations, and it will be incorporated into all business relationships and processes.

2. Personal Protective Equipment (PPE) Requirements

- Drivers entering the site are required to wear steel cap boots.
- Drivers entering the site must wear Hi-Visibility Garments with a minimum being a vest to be worn as an outer layer of clothing (Compliant to Health and Safety at Work Act 2015).

3. Traffic Management

- Truck drivers must adhere to traffic flow and follow any internal traffic signs. Trucks must give way to pedestrians.
- Trucks must give way to reach stackers operating in the Wiri Inland Port.
- Drivers are not permitted to exit their vehicle once onsite (i.e. past the office) unless directed to do so by a member of Wiri Inland Port staff.
- Pedestrians must use designated walkways at all times. The maximum speed limit on the site is 20 km/hr.
- Drivers are not permitted to perform maintenance or cleaning activities on any vehicle whilst onsite.
- Drivers must be licensed to operate the truck and its configurations.
- The truck must be registered, roadworthy and maintained to a condition as per manufacturers recommendations.
- Drivers must unsecure the twist locks on all four corners of the container(s) before entering the site in the designated area.
- Drivers must secure the twist locks on all four corners of the container(s) prior to departing the site in the designated area.
- Drivers are not to walk under or drive under a suspended load.
- Container locating pins are to be painted and visible.



- Drivers must ensure all container locking pins are in the ready position for container loading or unloading. Damage resulting from failure to correctly position container locking pins will be the responsibility of the driver.
- All container locking pins for all four corners of each container must be present and in working condition.
- Side loader trailers must have contrasting hi-visibility markings on the trailer arms.
- Intoxicants, illegal narcotics, and persons under the influence of them are not permitted on site.
- Any plant or property damage must be reported immediately to the office.

4. Entry to Sites

- Entry/access to the premises is entirely discretionary for Wiri Inland Port. Nothing in this agreement gives any rights or entitlement to the entrant or any other person or entity.
- Notwithstanding any other provision in this agreement, Wiri Inland Port may refuse entry and access to the site and associated work areas to the entrant, the entrant's workers or agents, in its sole discretion at any time.

5. Obligations of Entrant

The entrant shall:

- ensure all persons under the entrant's control are compliant with the terms and conditions of this agreement, and any breach of this agreement by any persons under the entrant's control will be deemed to be a breach of the agreement by the entrant
- unless otherwise agreed in writing between Wiri Inland Port and the entrant, take out and maintain insurance policies for a minimum of \$10 million to cover, as far as may be legally possible, all usual commercial and industrial risks, including, without limitation, public liability and motor vehicle third party liability insurance, and provide current evidence of such insurance policies if so requested by Wiri Inland Port
- be liable and pay for any loss or damage caused by the entrant or a person under the entrant's control and, without limitation, shall at Wiri Inland Port's first request, remove any of the entrant's vehicles, plant, machinery, equipment, and any other effects from the premises, and make good any loss or damage, if any, to the premises caused by the removal of the vehicles, plant, machinery, equipment or other effects, or otherwise caused by the actions of the entrant or persons under the entrant's control
- notify Wiri Inland Port immediately (or as soon as reasonably practicable) of any loss or damage to property or infrastructure caused by the entrant or persons under the entrant's control

6. Container Park Access

- All truck drivers must have completed the site induction prior to arriving at Wiri Inland Port. Please contact Nexus Customer Services to obtain an induction booklet customer.services@nexuslogitics.nz



- Container Transport Operator (CTO) access to Wiri Inland Port is by pre transacted "Notification" through the website at www.containerchain.com
- CTO's will be required to have an active commercial account managed through the website at www.containerchain.com to pre transact "Notifications".

6.1 Delivering a Container

- All containers being delivered to Wiri Inland Port will require "Container Acceptance Confirmation" from Nexus - customer.services@nexuslogistics.nz prior to the truck arriving at the site.
- All containers being delivered to Wiri Inland Port will require a "Notification" to be made by the CTO in www.containerchain.com prior to the truck arriving at the site.
- All exports being delivered to Wiri Inland Port will require a successfully pre-advice in port connect prior to the truck arriving at the site.
- All "Notifications" will require the truck fleet number to be recorded by the CTO prior to the arrival of the truck at the site.
- All "Notifications" will require the **container number** to be recorded as the **Reference Number** by the CTO prior to the arrival of truck at the site.

6.2 Picking up a Container

- All containers collected from Wiri Inland Port will require a "Container Collection Confirmation" from Nexus - customer.services@nexuslogistics.nz before the truck arrives at the site.
- All "Container Collection Confirmation" transactions will require a "Notification" to be made by the CTO in www.containerchain.com prior to the truck arriving at the site.
- All "Notifications" will require the truck fleet number to be recorded by the CTO prior to the truck arriving at the site.
- All "Notifications" will require the container number to be recorded as the Reference Number by the CTO prior to truck arriving at the site.

7. Notification Times information

- Notification times will be in 30-minute windows. Notifications will be made available six days in advance.

8. Container Fees

- A Container Fee is applicable for each "Notification"
- The Container Fee charged by Wiri Inland Port Hub is \$10 + GST per notification and will be invoiced and collected by Containerchain Pty Ltd on our behalf
- No Show fee: \$35 + GST per notification

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- Cancellation fee within one hour of notification: \$35 + GST per notification
- Cancellation fee outside of the one hour before booking: no charge
- The container fee will be reviewed annually and subject to CPI and business cost increases, whichever is greater.

9. Truck Arrival Procedure

- When a truck arrives at Wiri Inland Port, the driver will be required to quote the container number to the gate operator. This will activate the transaction in the terminal operating system. The truck will then be directed to proceed into the park.
- If a truck arrives early for a "Notification" on the same day of the "Notification", if outside the one-hour window allowance, it will be assessed by the gate operator if entry can be granted subject to completing a new notification. For reporting purposes, the performance of the CTO in respect of that "Notification" will be recorded as being "Early".
- If a truck arrives on time for a "Notification", they will gain entry subject to completing a notification and other exigencies. For reporting purposes, the performance of the CTO in respect of that "Notification" will be recorded as being "On Time".
- If a truck arrives late for a "Notification" on the same day as the "Notification", if outside the one hour window allowance, the gate operator will assess if entry can be granted subject to a new notification. For reporting purposes, the performance of the CTO in respect of that "Notification" will be recorded as being "Late."

10. Failure to Arrive for a Notification

- If a truck fails to arrive on the day of the "Notification", for reporting purposes, the performance of the CTO in respect of that "Notification" will be considered "Unutilised". "Unutilised Notifications" will be charged the "\$35 + GST".

11. Arrival without a Notification

- If a truck arrives at Wiri Inland Port without a "Notification", Wiri Inland Port will not be able to service the truck.

12. Cancelled Notifications

- A "Notification" can be cancelled by a CTO up to 60 minutes prior to the commencement of a "Notification Window", and the "Container Fee" will not be charged.
- If a "Notification" is cancelled by a CTO after this time, the "\$35 + GST" will be still be charged.
- Wiri Inland Port may also be required to cancel a "Notification" on behalf of a CTO due to internal operational issues. If this occurs, the CTO will receive a notification in the container chain, and the corresponding "Container Fee" will not be charged.



13. Invoicing

- Container Fees will be invoiced to CTO's by containerchain.com
- Invoices are raised monthly and represent all activity for the preceding month.
- Invoice payment terms are fourteen days from invoice
- Outstanding invoices will result in a CTO's Containerchain account being suspended
- Reconnection of a suspended account will attract a reconnection fee of \$100.00 + GST

14. Dispute Resolution

- If the intended container delivery or collection from a "Notification" does not occur due to a contributing factor from Wiri Inland Port, the CTO is required to log the issue in www.containerchain.com Help Desk within 60 minutes of the truck departing Wiri Inland Port. This is to enable any potential invoice dispute regarding the "Notification" to be addressed.
- Disputed invoices can be taken up via the Help Desk at www.containerchain.com

15. Liability and Indemnity

The carrier must indemnify and keep indemnified Wiri Inland Port in respect of any loss or damage, or death or injury to any person as a consequence of:

- any breach of this agreement by the carrier, its drivers, agents or contractors;
- any negligent act or omission or wilful misconduct of the carrier, its drivers, agents or contractors; and
- any damage to Wiri Inland Port property where such damage is the fault of the carrier, its drivers, agents or contractors,

Except to the extent that such loss or damage is caused by a breach of this arrangement or an act or omission constituting negligence or wilful misconduct by Wiri Inland Port. Wiri Inland Port must indemnify and keep indemnified the carrier in respect of any loss or damage or death or injury to any person as a consequence of:

- any breach of this arrangement by Wiri Inland Port
- any negligent act or omission or wilful misconduct of Wiri Inland Port and
- any damage to the carrier's property where such damage is the fault of Wiri Inland Port

Except to the extent that such loss or damage is caused by a breach of this arrangement or an act or omission constituting negligence or wilful misconduct by the carrier, its drivers, agents or contractors.



16. Fatigue Management

- Carriers are required by law to ensure drivers do not exceed their maximum regulated hours for driving and working. Wiri Inland Port will assist in every way to notify carriers of current and possible delays at Wiri Inland Port. These notifications will be sent via our "Message Alert System", which sends registered users an email and SMS message.
- All carriers are responsible for managing their driver's hours, and carriers must change over drivers who have worked their maximum number of hours. If the carrier cannot change drivers, the carrier must withdraw and move the truck away from Wiri Inland Port.

17. Inland Port Opening Hours

Day to Day Operations: Open 24 Hours from Monday 06:00 to Saturday 15:30, Sunday 07:00 to 15:30 NOTE: Wiri Inland Port may close in high wind conditions for safety reasons. Management of VBS slots during these closures will be done directly with affected carriers.

18. Alterations to these Carrier Access Arrangements

Wiri Inland Port reserves the right to alter these Carrier Access Arrangements. CTO's will be advised of alterations to this arrangement via the website at www.containerchain.com