

# Auriga Pilots

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## Auriga Pilots Melbourne Pty Ltd

### Terms and Conditions of Service Ports of Melbourne and Geelong



Effective 1 January 2026

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**AURIGA PILOTS MELBOURNE PTY LTD**  
**Terms and Conditions of Service – Victoria**  
**Marine Pilotage Services**  
**Ports of Melbourne and Geelong**  
**Effective: 1 January 2026**

These Terms and Conditions govern the provision of marine pilotage and associated services by Auriga Pilots Melbourne Pty Ltd within the State of Victoria, including at the Ports of Melbourne and Geelong.

By requesting, booking, authorising or using Auriga's services, the Customer agrees to be bound by these Terms and Conditions, as amended from time to time.

## **1. Definitions and Interpretation**

### **1.1 Definitions**

In these Terms and Conditions, unless the context otherwise requires:

- **Auriga** means Auriga Pilots Melbourne Pty Ltd and any related bodies corporate.
- **Customer** means the vessel owner, operator, charterer, agent, or any other person requesting or receiving the Services.
- **Services** means marine pilotage services and any associated or ancillary services provided by Auriga, including pilot transfer and related support activities.
- **Order** means a request or booking for Services made by or on behalf of the Customer.
- **Pilot** means a marine pilot engaged or provided by Auriga.
- **Scheduled Service Time** means the requested or agreed date and time for the provision of Services.
- **Port Authority** means the relevant port, harbour, or maritime authority having jurisdiction over the waters in which the Services are provided.
- **Loss** means any loss, damage, cost, expense, liability, injury, or claim, including indirect or consequential loss.
- **Force Majeure Event** means any event beyond the reasonable control of Auriga.

### **1.2 Interpretation**

- Headings are for convenience only and do not affect interpretation.
- Words importing the singular include the plural and vice versa.
- A reference to legislation includes amendments, replacements, or re-enactments.

## **2. Application and Precedence**

- 2.1 These Terms and Conditions apply to all Services provided by Auriga unless expressly varied in writing by Auriga.
- 2.2 These Terms and Conditions prevail over any terms proposed by the Customer, whether contained in an Order, correspondence, or other document.
- 2.3 These Terms and Conditions constitute the entire agreement between Auriga and the Customer in relation to the Services.

## **3. Orders and Bookings**

- 3.1 All Orders must be made in the manner required by the relevant Port Authority and must contain accurate and complete information.
- 3.2 Auriga may accept or decline an Order at its discretion.
- 3.3 The Customer is responsible for the accuracy of all information provided in connection with an Order.

## **4. Variations, Delays, and Cancellations**

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- 4.1 Requests to vary or cancel an Order must be made as soon as practicable.
- 4.2 Charges may apply for variations, delays, or cancellations in accordance with Auriga's applicable rates.
- 4.3 Auriga is not liable for delays arising from circumstances outside its reasonable control, including weather, tidal conditions, traffic congestion, or regulatory directions.

## 5. Provision of Services

- 5.1 Auriga will use reasonable endeavours to provide the Services at or around the Scheduled Service Time.
- 5.2 Time is not of the essence in the provision of the Services.
- 5.3 The Customer acknowledges that pilotage involves the exercise of professional judgement and discretion by the Pilot.

## 6. Customer Obligations and Status Updates

- 6.1 The Customer must ensure that the vessel, its crew and equipment comply with all applicable laws, port requirements and safety standards, including those of the Port of Melbourne and the Port of Geelong.
- 6.2 The Customer must provide Auriga with timely and accurate status updates, including estimated arrival or departure times, draft, berth or anchorage details, and confirmation of vessel readiness, as reasonably required by Auriga.
- 6.3 The Customer must provide safe access to and from the vessel and a safe working environment for the Pilot at all times.
- 6.4 Auriga may suspend or refuse Services where required information is not provided or safety requirements are not met.

## 7. Fees, Rates and Payment

- 7.1 Fees for the Services are charged in accordance with Auriga's Schedule of Rates as in force at the time the Services are provided.
- 7.2 The Schedule of Rates forms part of these Terms and Conditions and may be amended by Auriga from time to time.
- 7.3 Auriga may invoice the Customer for Services provided, including applicable surcharges for delays, detention, variations or cancellations.
- 7.4 Unless otherwise agreed in writing, invoices are payable within the time specified on the invoice.
- 7.5 Auriga may charge interest on overdue amounts at a reasonable commercial rate and recover all costs of collection on a full indemnity basis.

## 8. Safety

- 8.1 The safety of the Pilot is paramount.
- 8.2 The Customer must comply with any reasonable direction given by the Pilot in connection with safety.
- 8.3 Auriga may suspend or refuse to provide Services where safety requirements are not met.

## 9. Liability

- 9.1 To the fullest extent permitted by law, Auriga excludes all liability for any Loss suffered or incurred by the Customer arising out of or in connection with the provision or failure to provide the Services, whether arising in contract, tort (including negligence), statute or otherwise.
- 9.2 Without limiting clause 9.1, Auriga is not liable for any indirect, consequential, economic or special loss, including loss of profit, loss of use, delay, demurrage, loss of market, or reputational loss.
- 9.3 Where liability cannot be excluded by law, Auriga's aggregate liability is limited, at Auriga's election, to:
  - (a) re-supplying the Services; or
  - (b) payment of the cost of having the Services re-supplied.
- 9.4 Nothing in these Terms and Conditions excludes, restricts or modifies any right or remedy that cannot be excluded by law.

## 10. Indemnity

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- 10.1 The Customer indemnifies Auriga, its officers, employees, agents and Pilots against all Loss arising from or in connection with:
  - (a) the navigation, operation, condition or seaworthiness of the vessel;
  - (b) any act or omission of the Customer, the vessel's master, crew, agents or contractors;
  - (c) inaccurate, incomplete or late information provided by or on behalf of the Customer;
  - (d) the Customer's breach of these Terms and Conditions; and
  - (e) any Claim by a third party relating to the provision of the Services.
- 10.2 This indemnity is a continuing obligation and survives completion or termination of the Services.

All pilotage and associated services are provided subject to the Auriga Pilots Terms and Conditions of Service, as amended from time to time.

## **11. Force Majeure**

- 11.1 Auriga is not liable for any failure or delay in performing the Services due to events beyond its reasonable control, including adverse weather, tidal conditions, port congestion, industrial action, equipment failure, regulatory directions, or safety considerations.
- 11.2 Auriga may suspend or cancel affected Services during a Force Majeure Event without liability.

## **12. Insurance**

- 12.1 Auriga maintains appropriate insurance coverage, including professional indemnity and protection and indemnity insurance, consistent with industry standards for marine pilotage services.
- 12.2 The Customer warrants that the vessel is adequately insured, including protection and indemnity insurance, for risks associated with pilotage.
- 12.3 Upon reasonable request, the Customer must provide evidence of insurance currency.

## **13. GST**

- 13.1 Unless expressly stated otherwise, all fees are exclusive of GST.
- 13.2 If GST is payable on any supply made under these Terms and Conditions, the Customer must pay Auriga an additional amount equal to the GST payable, at the same time as payment for the supply.
- 13.3 The Customer must pay all other taxes, duties or charges arising in connection with the Services.

## **14. Governing Law and Jurisdiction**

- 14.1 These Terms and Conditions are governed by the laws of the State of Victoria, Australia.
- 14.2 The parties submit to the non-exclusive jurisdiction of the courts of Victoria.

## **15. Severability**

- 15.1 If any provision is invalid or unenforceable, it will be severed to the extent necessary without affecting the remaining provisions.

## **16. Amendments and Application**

- 16.1 Auriga may amend these Terms and Conditions from time to time by providing reasonable notice.
- 16.2 These Terms and Conditions apply to:
  - (a) one-off pilotage engagements; and
  - (b) standing or ongoing service arrangements, unless otherwise agreed in writing.
- 16.3 Where a standing service agreement exists, these Terms and Conditions apply except to the extent expressly varied by that agreement.

**End of Terms and Conditions**