

Cruise Booking Policy

12 December 2023

Port Authority of New South Wales (Port Authority) seeks to fulfil the organisation's objectives under Section 9 of the *Ports and Maritime Administration Act 1995 (NSW)* (PAMA Act) to be a successful business, to promote and facilitate a competitive commercial environment in port operations and to improve productivity and efficiency in its ports by the effective management of a Cruise Booking System.

Accordingly, the Policy below sets out the objective criteria upon which the Cruise Booking System will be administered.

1 Definitions

Booking Application Window means a specified period each year when a new season becomes available for booking.

Cruise Booking System means the system administered by Port Authority under which Cruise Operators may apply for Slot bookings and for Port Authority to record the Slot booking of cruise ships to the Port of Sydney Harbour, Port of Eden and Newcastle Harbour.

Cruise Operator means the entity who has lawful authority from a cruise line and the applicant cruise ship in relation to all aspects of Port Authority's Cruise Booking Policy and who will become jointly liable for any relevant fees and charges by completing a Cruise Line Confirmation of Authorisation form to that effect.

Cruise Terminal Berth means the purpose built passenger terminals, which are the Overseas Passenger Terminal (OPT) at Circular Quay, White Bay Cruise Terminal (WBCT) at White Bay, Newcastle Cruise berthing facility at Newcastle Harbour and Eden Cruise Wharf at Eden.

Maximum Capacity means the passenger capacity listed on the ship's International Tonnage Certificate

Non-Terminal Cruise Ship Berth means any wharves, berths or anchorages other than a cruise terminal berth made available by Port Authority for cruise ship operations from time to time.

Passenger Aggregate means the product of the number of confirmed Slot Group bookings by an individual ship within a single annual Scheduling Season, multiplied by the ship's maximum passenger capacity.

Peak Season means the Slot bookings which fall on any of the dates from 1 October to 30 April of each Scheduling Season.

Scheduling Season means the 12 month period of each year.

Slot means a combination of both the arrival to and departure from a cruise terminal berth or a non-terminal cruise ship berth of an individual cruise ship on a specified date and during specified times. Any 24 hour period may contain more than one Slot; "A" Slot will be the first Slot and any second Slot will be "B" Slot.

Slot Group means two (2) or more confirmed Slot bookings, requested in the Booking Application Window, within a single Scheduling Season by an individual cruise ship where the ship's maximum passenger capacity is 1500 or greater.

Slot Swap means where a ship with a confirmed booking is exchanged for another ship with the agreement of Port Authority in accordance with section 4.

Transit Ship means a ship which has all of its passengers disembark on a temporary basis before returning to the ship to continue their journey, as evidenced by the relevant customs declaration.

Turn-Around means a visit in which all a ship's incoming passengers disembark at the end of a journey, before a new group of passengers embark to commence a journey.

2 Next Scheduling Season

- 2.1 Bookings will be accepted for 12-month Scheduling Seasons.
- 2.2 Port Authority will determine the date of commencement of each Scheduling Season, which will usually run from 1 July to 30 June of each year.
- 2.3 Booking applications will be taken three years in advance of the next Scheduling Season.
- 2.4 Any Cruise Operator may apply to Port Authority using the Cruise Booking System for a Slot, or Slot Group Booking.
- 2.5 Once a Slot application is received and processed, if Port Authority confirms the Slot application in writing, a **slot booking confirmation**, the Slot booking will become binding from the date of Port Authority's written confirmation.
- 2.6 The next Scheduling Season confirmed Slot bookings and indicative berth allocations will be made available to Cruise Operators in Port Authority's Cruise Booking System after the close of the Booking Application Window.
- 2.7 After publication of the new Scheduling Seasons, Cruise Operators may apply for any remaining available Slots within the Scheduling Season on a first in basis, until six months prior to the Slot date. Any applications submitted to Port Authority within six months of the Slot date may not be accepted.
- 2.8 In order to ensure appropriate services are provided, all confirmed Slot bookings must be entered as ship movements into ShIPS (Sydney's Integrated Port System) at least one (1) month prior to the Slot date. The Cruise Operator must request changes to any movement times within the Slot booking in ShIPS and movement times updated.

3 Booking Slot Clash

- 3.1 The priority principles specified in clauses 3.1 and 3.2 inclusive have been developed to promote the efficient use of the dedicated passenger terminal facilities all year round, pursuant to Port Authority's statutory objectives under Section 9 of the PAMA Act.
- 3.2 Where an application is received from Cruise Operators seeking the same Slot during a Booking Application Window, this will be deemed a booking Slot clash. In a booking Slot clash, the ship with the greatest Maximum Capacity (for single Slot bookings) or highest passenger aggregate (for Slot group bookings) will receive the Slot.
- 3.3 During the Booking Application Window, for the purposes of determining a ship's Maximum Capacity or passenger aggregate, an additional 50% of a cruise ship's stated Maximum Capacity will be added to the ship applying for a Slot within 3 days of any confirmed booking to Eden or Newcastle.

4 Slot Swaps

- 4.1 Cruise Operators may apply to Port Authority to swap Slots.
- 4.2 Agreement must be reached to the proposed Slot swap prior to seeking approval from Port Authority.
- 4.3 A vessel swap has no effect unless it is approved by Port Authority.
- 4.4 In deciding whether or not to approve a Slot swap, Port Authority must consider:
 - i. the operational efficiency and cost impacts;
 - ii. any breaches of the White Bay Cruise Terminal Noise Restriction Policy; and
 - iii. the ship's priority principle level of classification as described in 3.1 to 3.2.
- 4.5 If approved, Port Authority will issue a Slot booking confirmation.

5 Booking Cancellations

- 5.1 Requests to cancel a booking should be in writing to Port Authority.
- 5.2 Cancellation of a confirmed Slot booking will incur a booking cancellation fee. Please refer to the Port Authority's Schedule of Port Charges for further details on the applicable booking cancellation fees
- 5.3 Port Authority will consider waiving the fee for cancelling a Slot booking, if a case for an exceptionally adverse weather event can be clearly substantiated, or if the ship would have utilised a berth west of the Sydney Harbour Bridge and was tidally restricted from passing safely under the Sydney Harbour Bridge on the confirmed Slot date, and for no other reasons.
- 5.4 Applications for waiver of the booking cancellation fee should be made in writing to the Port Authority Chief Operating Officer and the Harbour Master.
- 5.5 Failure to pay cancellation fees may affect the ability of a Cruise Operator on behalf of the cruise ship to make further Slot applications.
- 5.6 If a Cruise Operator cancels a single only Slot booking but is able to replace it with a cruise ship of equal or greater passenger capacity, the application will be treated as a proposed Slot swap. If it is approved as a Slot swap, a cancellation fee will not be applied.
- 5.7 If the intended replacement cruise ship is of a lower passenger capacity, for a single only Slot booking, an adjusted cancellation fee will be applied as detailed in Port Authority's Schedule of Port Charges.
- 5.8 A Slot swap will not be available if the Slot is part of a Slot Group booking requested during the Booking Application Window. The cancelled Slot or Slots will attract cancellation fees as detailed in Port Authority's Schedule of Port Charges.
- 5.9 An alert email generated automatically by the Cruise Booking System will be sent to all Cruise Operators immediately following the cancellation of a Slot or Slots.
- 5.10 The cancelled Slot or Slots will be made available to Cruise Operators for booking one (1) week after the Slot or Slots cancellation date.
- 5.11 Port Authority reserves the right to cancel any confirmed Slot bookings allocated to a cruise ship which later is banned for non-compliance under the White Bay Cruise Terminal Noise Restriction Policy. This applies to all Slot booking confirmations from the issue of the third non-compliance letter.

6 Discretion of Port Authority

- 6.1 Port Authority retains full discretion as to whether it accepts any Slot application, including but not limited to where there are no booking Slot clashes. In determining whether to accept a Slot application, Port Authority will have regard to all applicable policies, including but not limited to the White Bay Cruise Terminal Noise Restriction Policy.
- 6.2 Port Authority retains full discretion in the allocation of:
 - (i) Berth arrival and departure times;
 - (ii) WBCT for cruise ships without air draft restrictions to pass under the Sydney Harbour Bridge; and
 - (iii) Specific cruise terminal berths and non-terminal cruise ship berths, from the time of the Slot booking confirmation to the date of the Slot.
- 6.3 A Slot can be split between berths at the absolute discretion of Port Authority.
- 6.4 All bookings to cruise terminal berths will be limited to an absolute maximum visit duration of two days (48hrs) during peak season.

- 6.5 Athol Bay Anchorage, Point Piper Anchorage, Port of Eden Anchorage and White Bay 4 non terminal cruise ship berths can only be occupied if the cruise terminal berths or non-terminal cruise berth are not available.
- 6.6 Cruise ships berthed at White Bay 4 must arrange amenities at the ship's own expense if passenger handling is required. Suitable infrastructure is to be installed to facilitate passenger handling and comply with the Port Authority Maritime Security Plan.
- 6.7 Port Authority may cancel or amend a Slot allocation at any time for any reason, in its absolute discretion and Port Authority bears no liability to a Cruise Operator or any other person whatsoever as a result of the cancellation or otherwise of its Slot allocation. Any liability of Port Authority in any way related to the Cruise Booking System will be limited to the amount of \$1,000.

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