

UK STANDARD CONDITIONS FOR TOWAGE AND OTHER SERVICES (Revised 1986)

1(a) The agreement between the Tug owner and the Hirer is and shall at all times be subject to and include each and all of the conditions hereinafter set out.

1(b) for the purposes of these conditions

(i) 'towing' is any operation in connection with the holding, pushing, pulling, moving, escorting or guiding of or standing by the Hirer's vessel, and the expressions 'to tow', 'being towed' and 'towage' shall be defined likewise.

(ii) 'vessel' shall include any vessel, craft or object of whatsoever nature (whether or not coming within the usual meaning of the word 'vessel') which the Tug owner agrees to tow or to which the Tug owner agrees at the request, express or implied, of the Hirer, to render any service of whatsoever nature other than towing.

(iii) 'Tender' shall include any vessel, craft or object of whatsoever nature which is not a tug but which is provided by the Tug owner for the performance of any towage or other service.

(iv) The expression 'whilst towing' shall cover the period commencing when the tug or tender is in a position to receive orders direct from the Hirer's vessel to commence holding, pushing, pulling, moving, escorting, guiding or standing by the vessel or to pick up ropes, wires or lines, or when the towing line has been passed to or by the tug or tender, whichever is the sooner, and ending when the final orders from the Hirer's vessel to cease holding, pushing, pulling, moving, escorting, guiding or standing by the vessel or to cast off ropes, wires or lines has been carried out, or the towing line has been finally slipped, whichever is the later, and the tug or tender is safely clear of the vessel.

(v) Any service of whatsoever nature to be performed by the Tug owner other than towing shall be deemed to cover the period commencing when the tug or tender is placed physically at the disposal of the Hirer at the place designated by the Hirer, or, if such be at a vessel, when the tug or tender is in a position to receive and forthwith

carry out orders to come alongside and shall continue until the employment for which the tug or tender has been engaged is ended. If the service is to be ended at or off a vessel the period of service shall end when the tug or tender is safely clear of the vessel or, if it is to be ended elsewhere, then when any persons or property of whatsoever description have been landed or discharged from the tug or tender and/or the service for which the tug or tender has been required is ended.

(vi) The word 'tug' shall include 'tugs', the word 'tender' shall include 'tenders', the word 'vessel' shall include 'vessels', the word 'Tug owner' shall include 'Tug owners', and the word 'Hirer' shall include 'Hirers'.

(vii) The expression 'tug owner' shall include any person or body (other than the Hirer or the owner of the vessel on whose behalf the Hirer contracts as provided in Clause 2 hereof) who is a party to this agreement whether or not he in fact owns any tug or tender, and the expression 'other Tug owner' contained in Clause 5 hereof shall be construed likewise.

2. If at the time of making this agreement or of performing the towage or of rendering any service other than towing at the request, express or implied, of the Hirer, the Hirer is not the Owner of the vessel referred to herein as 'the Hirer's vessel', the Hirer expressly represents that he is authorized to make and does make this agreement for and on behalf of the owner of the said vessel subject to each and all of these conditions and agrees that both the Hirer and the Owner are bound jointly and severally by these conditions.

3. Whilst towing or whilst at the request, express or implied, of the Hirer, rendering any service other than towing, the master and crew of the tug or tender shall be deemed to be the servants of the Hirer and under the control of the Hirer and/or his servants and/or his agents, and anyone on board the Hirer's vessel who may be employed and/or paid by the Tug owner shall likewise be deemed to be the servant of the Hirer and the Hirer shall accordingly be vicariously liable for any

act or omission by any such person so deemed to be the servant of the Hirer.

4. Whilst towing, or whilst at the request, either expressed or implied, of the Hirer rendering any service of whatsoever nature other than towing:

(a) The Tug owner shall not (except as provided in Clauses 4 (c) and (e) hereof be responsible for or be liable for (i) damage of any description done by or to the tug or tender; or done by or to the Hirer's vessel or done by or to any cargo or other thing on board or being loaded on board or intended to be loaded on board the Hirer's vessel or the tug or tender or to or by any other object of property;

or

(ii) loss of the tug or tender or the Hirer's vessel or of any cargo or other thing on board or being loaded on board or intended to be loaded on board the Hirer's vessel or the tug or tender or any other object or property;

or

(iii) any claim by a person not a party to this agreement for loss or damage of any description whatsoever; arising from any cause whatsoever, including (without prejudice to the generality of the foregoing) negligence at any time of the Tug owner his servants or agents, unseaworthiness, unfitness or breakdown of the tug or tender, its machinery, boilers, towing gear, equipment, lines, ropes or wires, lack of fuel, stores, speed or otherwise and (b) The Hirer shall (except as provided in Clauses 4(c) and (e)) be responsible for, pay for and indemnify the Tug owner against and in respect of any loss or damage and any claims of whatsoever nature or howsoever arising or caused, whether covered by the provisions of Clause 4(a) hereof or not suffered by or made against the Tug owner and which shall include, without prejudice to the generality of the foregoing any loss of or damage to the tug or tender or any property of the Tug owner even if the same arises from or is caused by the negligence of the Tug owner his servants or agents.

(c) The provisions of Clauses 4(a) and 4(b) hereof shall not be applicable in respect of any claims which arise in any of the following circumstances:

(i) All claims which the Hirer shall prove to have resulted directly and solely from the personal

failure of the Tug owner to exercise reasonable care to make the tug or tender seaworthy for navigation at the commencement of the towing or other service. For the purpose of this Clause the Tug owner's personal responsibility for exercising reasonable care shall be construed as relating only to the person or persons having the ultimate control and chief management of the Tug owner's business and to any servant (excluding the officers and crew of any tug or tender) to whom the Tug owner has specifically delegated the particular duty of exercising reasonable care and shall not include any other servant of the Tug owner or any agent or independent contractor employed by the Tug owner.

(ii) All claims which arise when the tug or tender, although towing or rendering some service other than towing, is not in a position of proximity or risk to or from the Hirer's vessel or any other craft attending the Hirer's vessel and is detached from and safely clear of any ropes lines, wire cables or moorings associated with the Hirer's vessel. Provided always that, notwithstanding the foregoing, the provisions of Clauses 4(a) and 4(b) shall be fully applicable in respect of all claims which arise at any time when the tug or tender is at the request, whether express or implied, of the Hirer, his servants or his agents, carrying persons or property of whatsoever description (in addition to the Officers and crew and usual equipment of the tug or tender) and which are wholly or partly caused by or arise out of the presence on board of such persons or property or which arise at any time when the tug or tender is proceeding to or from the Hirer's vessel in hazardous conditions or circumstances.

(d) Notwithstanding anything hereinbefore contained, the Tug owner shall under no circumstances whatsoever be responsible for or be liable for any loss or damage caused by or contributed to or arising out of any delay or detention of the Hirer's vessel or of the cargo on board or being loaded on board or intended to be loaded on board the Hirer's vessel or of any other object or property or of any person, or any consequence thereof, whether or not the same shall be caused or arise whilst towing or whilst at the request, either express or implied, of the Hirer rendering any service of whatsoever nature other

than towing or at any other time whether before during or after the making of this agreement.

(e) Notwithstanding anything contained in Clauses 4 (a) and (b) hereof the liability of the Tug owner for death or personal injury resulting from negligence is not excluded or restricted thereby.

5. The Tug owner shall at any time be entitled to substitute one or more tugs or tenders for any other tug or tender or tugs or tenders. The Tug owner shall at any time (whether before or after the making of this agreement between him and the Hirer) be entitled to contract with any other Tug owner (hereinafter referred to as 'the other tug owner) to hire the other Tug owner's tug or tender and in any such event it is hereby agreed that the Tug owner is acting (or is deemed to have acted) as the agent for the Hirer, notwithstanding that the Tug owner may in addition, if authorized whether expressly or impliedly by or on behalf of the other Tug owner, act as agent for the other Tug owner at any time and for any purpose including the making of any agreement with the Hirer. In any event should the Tug owner as agent for the Hirer contract with the other Tug owner for any purpose as aforesaid it is hereby agreed that such contract is and shall at all times be subject to the provisions of these conditions so that the other Tug owner is bound by the same and may as a principal sue the Hirer thereon and shall have the full benefit of these conditions in every respect expressed or implied herein.

6. Nothing contained in these conditions shall limit, prejudice or preclude in any way any legal rights which the Tug owner may have against the Hirer including, but not limited to, any rights which the Tug owner or his servants or agents may have to claim salvage remuneration or special compensation for any extraordinary services rendered to vessels or anything aboard vessels by any tug or tender. Furthermore, nothing contained in these conditions shall limit, prejudice, or preclude in any way any right which the Tug owner may have to limit his liability.

7. The Tug owner will not in any event be responsible or liable for the consequences of war,

riots, civil commotions, acts of terrorism or sabotage,

strikes, lockouts, disputes, stoppages or labour disturbances (whether he be a party thereto or not) or anything done in contemplation or furtherance thereof or delays of any description howsoever caused or arising, including by the negligence of the Tug owner or his servants or agents.

8. The Hirer of the tug or tender engaged subject to these conditions undertakes not to take or cause to be taken any proceedings against any servant or agent of the Tug owner or other Tug owner, whether or not the tug or tender substituted or hired or the contract or any part thereof has been sublet to the owner of the tug or tender, in respect of any negligence or breach of duty or other wrongful act on the part of such servant or agent which, but for this present provision, it would be competent for the Hirer so to do and the owners of such tug or tender shall hold this undertaking for the benefit of their servants and agents.

9(a) The agreement between the Tug owner and the Hirer is and shall be governed by English Law and the Tugowner and the Hirer hereby accept subject to the proviso contained in sub-clause (b) hereof the exclusive jurisdiction of the English Courts.

9(b) No suit shall be brought in any jurisdiction other than that provided in sub clause (a) hereof save that either the Tug owner or the hirer shall have the option to bring proceedings in rem to obtain the arrest of or other similar remedy against any vessel or property owned by the other party hereto in any jurisdiction where such vessel or property may be found.