

1. Date and place of Agreement	RECOMMENDED INTERNATIONAL OCEAN TOWAGE AGREEMENT (L U M P S U M) CODE NAME: "TOWCON"	
2. Tugowner/place of business	3. Hirer/place of business	
4. <u>T o w</u> (name and type)	5. Gross tonnage/displacement tonnage	
6. Maximum length/maximum breadth & towing draught (fore and aft)	7. Flag and place of registry	
8. Registered owners	9. Classification society	
10. P. & I. liability insurers	11. General condition of tow	
12. Particulars of cargo and/or ballast and/or other property on board the tow		
13. <u>T u g</u> (name and type)	14. Flag and place of registry	
15. Gross tonnage	16. Classification society	
17. P. & I. liability insurers		
18. Certificated bollard pull (if any)	19. Indicated horse power	
20. Estimated daily average bunker oil consumption in good weather and smooth water		
(a) at full towing power with tow		
(b) at full sea speed without tow		
21. Winches and main towing gear		

(continued)

"TOWCON" INTERNATIONAL OCEAN TOWAGE AGREEMENT (LUMP SUM)**PART I**

NOTICES
For correct filling-in of Box 28,
see Instructions overleaf.

22. Nature of service(s) (Cl. 1)		23. Contemplated route (Cl. 17)
24. Place of departure (Cl. 7)	25. Place of destination (Cl. 8)	
26. Free time at place of departure (Cl. 2(g))		27. Free time at place of destination (Cl. 2(g))
28. Notices (Place of departure) (Cl. 7(c))		29. Delay payment (Cl. 2(g))
(a) Initial departure period (from/to)		(a) Port rate
(b) Initial departure notice (days notice/days period)		(b) Sea rate
(c) Final departure period and notice (days notice/days period)		30. Riding crew to be provided by (also state number to be provided) (Cl. 9)
(d) Final departure time and date notice (days notice)		
(e) Notices to be given to		31. If riding crew provided by Tugowner state amount per man per day payable by Hirer (Cl. 9)
32. Lump sum towage price (also state when each instalment due and payable) (Cl. 2)		33. Payment of lump sum & other amounts (state currency, mode of payment, place of payment and bank account) (Cl. 2)
(a) Lump sum towage price		
(b) amount due and payable on signing agreement		
(c) amount due and payable on sailing of tug & tow from place of departure		
(d) amount due and payable on passing of tug and tow off		
(e) amount due and payable on arrival of tug & tow at place of destination		
34. Interest rate (%) per annum to run from (state number of days) after any sum is due (Cl. 5)		35. Security (state sum, by whom to be provided and when) (optional, only to be filled in if expressly agreed) (Cl. 6)
36. Current cost of tug's bunker oil (also state type of bunkers) (Cl. 2(e))		37. Cancelling date, if any agreed (Cl. 16(e))
38. Cancellation fee (Cl. 16)		39. Numbers of additional clauses, covering special provisions, if agreed

It is mutually agreed between the party mentioned in Box 2 (hereinafter called "the Tugowner") and the party mentioned in Box 3 (hereinafter called "the Hirer") that the Tugowner shall, subject to the terms and conditions of this Agreement which consists of PART I including additional clauses, if any agreed and stated in Box 39, and PART II, use his best endeavours to perform the towage or other service(s) as set out herein. In the event of a conflict of terms and conditions, the provisions of PART I and any additional clauses, if agreed, shall prevail over those of PART II to the extent of such conflict but no further.

Signature (Tugowner)	Signature (Hirer)
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INSTRUCTIONS ON HOW TO FILL IN BOX 28 in PART I

Notices to be communicated according to clause 7(c)

Initial Departure Period (Box 28(a))

The Tow shall be ready to sail from the place of departure between the dates indicated.

Initial Departure Notice (Box 28 (b))

The Hirer shall give the Tugowner the number of days notice of the number of days period falling within the initial departure period as to when the Tow will be ready to depart.

Final Departure Period and Notice (Box 28 (c))

The Hirer shall give the Tugowner the number of days notice of the number of days period falling within the initial departure notice period as to when the Tow will be ready to depart.

Final Departure Time and Date Notice (Box 28 (d))

The Hirer shall give the Tugowner the number of days notice of the time and date of sailing of the Tow which day shall fall within the final departure period.

Notices to be given to (Box 28 (e))

The above notices shall be give by the Hirer to the addressee mentioned in Box 28 (e).

PART II
"Towcon" International Ocean Towing Agreement (Lump Sum)

1. The Tow	1	trapping insurance costs.	75
"The Tow" shall include any vessel, craft or object of whatsoever nature including anything carried thereon as described in PART I to which the Tugowner agrees to render the service(s) as set out in Box 22.	2		
2. Price and Conditions of Payment	3	5. Interest	76
(a) The Hirer shall pay the Tugowner the sum set in Box 32 (hereinafter called "the Lump Sum").	4	If any amounts due under this Agreement are not paid when due, then interest shall accrue and shall be paid in accordance with the provisions of Box 34, on all such amounts until payment is received by the Tugowner.	77
(b) The Lump Sum shall be payable as set out in Boxes 32 and 33.	5		78
(c) The Lump Sum and all other sums payable to the Tugowner under this Agreement shall be payable without any discount, deduction, set-off, lien, claim or counter-claim, each instalment of the Lump Sum shall be fully and irrevocably earned at the moment it is due as set out in Box 32, Tug and/or Tow lost or not lost, and all other sums shall be fully and irrevocably earned on a daily basis.	6	6. Security	80
(d) All payments by the Hirer shall be made in the currency and to the bank account specified in Box 33.	7	The Hirer undertakes to provide, if required by the Tugowner, security to the satisfaction of the Tugowner in the form and in the sum, at the place and at the time indicated in Box 35 as a guarantee for due performance of the Agreement. Such security shall be returned to the guarantor when the Hirer's financial obligations under this Agreement have been met in full.	81
(e) In the event that the average price per metric tonne of bunkers actually paid by the Tugowner differs from the amounts specified in Box 36 then the Hirer or the Tugowner, as the case may be, shall pay to the other the difference per metric tonne for every metric tonne consumed during the voyage.	8	(Optional, only applicable if Box 35 filled in).	82
The average price specified above shall be the average of the prices per metric tonne actually paid by the Tugowner on the basis of quantities purchased at the last bunkering port prior to the voyage, any bunkering port during the voyage, and the first bunkering port after completion of the voyage. The log book of the Tug shall be prima facie evidence of the quantity of bunkers consumed.	9		83
(f) Any Delay Payment due under this Agreement shall be paid to the Tugowner as and when earned on presentation of the invoice.	10	7. Place of Departure/Notices	87
(g) The Free Time specified in Boxes 26 and 27 shall be allowed for the connecting and disconnecting of the Tow and all other purposes relating thereto. Free Time shall commence when the Tug arrives at the pilot station at the place of departure or the Tug and Tow arrives at the pilot station at the place of destination or anchors or arrives at the usual waiting area off such places. Should the Free Time be exceeded, Delay Payment(s) at the rate specified in Box 29 shall be payable until the Tug and Tow sail from the place of departure or the Tug is free to leave the place of destination.	11	(a) The Tow shall be tendered to the Tugowner at the place of departure stated in Box 24.	88
	12	(b) The precise place of departure shall always be safe and accessible for the Tug to enter, to operate in and for the Tug and Tow to leave and shall be a place where such Tug is permitted to commence the towage in accordance with any local or other rules, requirements or regulations and shall always be subject to the approval of the Tugowner which shall not be unreasonably withheld.	89
3. Additional Charges and Extra Costs	13	(c) (i) The Tow shall be ready to sail from the Place of Departure between the dates indicated in Box 28 (a), hereinafter called the Initial Departure Period.	90
(a) The Hirer shall appoint his agents at the place of departure and place of destination and ports of call or refuge and shall provide such agents with adequate funds as required.	14	(ii) The Hirer shall give the Tugowner such notice as is stipulated in Box 28 in respect of Initial Departure Notice (Box 28 (b)), Final Departure Period Notice (Box 28 (c)) and Final Departure Time and Date Notice (Box 28 (d)).	91
(b) The Hirer shall bear and pay as and when they fall due:-	15	(iii) The Tow shall be offered to the Tugowner, duly certificated and otherwise in accordance with the terms and conditions of this Agreement.	92
(i) All port expenses, pilotage charges, harbour and canal dues and all other expenses of a similar nature levied upon or payable in respect of both the Tug and the Tow.	16	(d) If the Hirer fails to comply strictly with the provisions of Cl. 7(c) the date of departure shall be deemed to be either the last day of the Initial Departure Period or the last day of the Final Departure Period, whichever is earlier, and this date shall be binding for all consequences arising in respect of Delay Payments and any other payments due or charges incurred in the performance of this Agreement.	93
(ii) All taxes, (other than those normally payable by the Tugowner in the country where he has his principal place of business and in the country where the Tug is registered) stamp duties or other levies payable in respect of or in connection with this Agreement or the payments of the Lump Sum or other sums payable under this Agreement or the services to be performed under or in pursuance of this Agreement, any Customs or Excise duties and any costs, dues or expenses payable in respect of any necessary permits or licences.	17		94
(iii) The cost of the services of any assisting tugs when deemed necessary by the Tugmaster or prescribed by Port or other Authorities.	18	8. Place of Destination	112
(iv) All costs and expenses necessary for the preparation of the Tow for towing (including such costs or expenses as those of raising the anchor of the Tow or tendering or casting off any moorings of the Tow).	19	(a) The Tow shall be accepted forthwith and taken over by the Hirer or his duly authorised representative at the place of destination stated in Box 25.	113
(v) The cost of insurance of the Tow shall be the sole responsibility of the Hirer to provide.	20	(b) The precise place of destination shall always be safe and accessible for the Tug and Tow to enter, to operate in, and for the Tug to leave and shall be a place where such Tug is permitted to redeliver the Tow in accordance with any local or other rules, requirements or regulations and shall always be subject to the approval of the Tugowner, which approval shall not be unreasonably withheld.	114
(c) All taxes, charges, costs, and expenses payable by the Hirer shall be paid by the Hirer direct to those entitled to them. If, however, any such tax, charge, cost or expense is in fact paid by or on behalf of the Tugowner (notwithstanding that the Tugowner shall under no circumstances be under any obligation to make such payments on behalf of the Hirer) the Hirer shall reimburse the Tugowner on the basis of the actual cost to the Tugowner upon presentation of invoice.	21		115
	22	9. Riding Crew	121
4. War Risk Escalation Clause	23	(a) In the event that the Tug owner provides a Riding Crew for the Tow, such crew and their suitability for the work shall be in the discretion of the Tugowner. All expenses for such personnel shall be for the account of the Tugowner.	122
The Lump Sum is based and assessed on all war risk insurance costs applicable to the Tugowner in respect of the contemplated voyage in effect on the date of this Agreement.	24	(b) In the event that any personnel are placed on board the Tow by the Hirer all expenses for such personnel will be for the account of the Hirer and such personnel shall be at all times under the orders of the Master of the Tug, but shall not be deemed to be the servants or agents of the Tugowner.	123
In the event of any subsequent increase or decrease in the actual costs due to the Tugowner fulfilling his obligations under this Agreement, the Hirer or the Tugowner, as the case may be, shall reimburse to the other the amount of any increase or decrease in the war risk, confiscation, deprivation or	25	(c) The Riding Crew shall be provided at the Hirer's sole expense with suitable accommodation, food, fresh water, life saving appliances and all other requirements to comply as necessary with the law and regulations of the law of the Flag of the Tug and/or Tow and of the States through the territorial waters of which the Tug will pass or enter. It is a requirement that members of the Riding Crew provided by the Hirer shall be able to speak and understand the English language or any other mutual language.	124
	26		125
	27	10. Towing Gear and Use of Tow's Gear	137
	28	(a) The Tugowner agrees to provide free of cost to the Hirer all towing hawsers, bridles and other towing gear normally carried on board the Tug, for the purpose of the towage or other services to be provided under this Agreement. The Tow shall be connected up in a manner within the discretion of the Tugowner.	138
	29	(b) The Tugowner may make reasonable use at his discretion of the Tow's gear, power, anchors, anchor cables, radio, communication and navigational equipment and all other appurtenances free of cost during and for the	139
	30		140
	31		141
	32		142
	33		143
	34		144
	35		145

PART II

"Towcon" International Ocean Towing Agreement (Lump Sum)

purposes of the towage or other services to be provided under this Agreement.	146 147	be entitled to payment of the Lump Sum less expenses saved by the Tugowner and all other payments due under this Agreement, upon any one or more of the following grounds:	217 218 219
11. Permits and Certification	148	(i) If there is any delay or delays (other than delay caused by the Tug) at the place of departure exceeding in aggregate 21 running days.	220 221
(a) The Hirer shall arrange at his own cost and provide to the Tugowner all necessary licenses, authorisations and permits required by the Tug and Tow to undertake and complete the contractual voyage together with all necessary certification for the Tow to enter or leave all or any ports of call or refuge on the contemplated voyage.	149 150 151 152	(ii) If there is any delay or delays (other than a delay caused by the Tug) at any port or place of call or refuge exceeding in aggregate 21 running days.	222 223 224
(b) Any loss or expense incurred by the Tugowner by reason of the Hirer's failure to comply with this Clause shall be reimbursed by the Hirer to the Tugowner and during any delay caused thereby the Tugowner shall receive additional compensation from the Hirer at the Tug's Delay Payment rate specified in Box 29.	153 154 155 156 157 158	(iii) If the security as may be required according to Box 35 is not given within 7 running days of the Tugowner's request to provide security.	225 226
12. Tow-worthiness of the Tow	159	(iv) If the Hirer has not accepted the Tow within 7 running days of arrival at the place of destination.	227 228
(a) The Hirer shall exercise due diligence to ensure that the Tow shall, at the commencement of the towage, be in all respects fit to be towed from the place of departure to the place of destination.	160 161 162	(v) If any amount payable under this Agreement has not been paid within 7 running days of the date such sums are due.	229 230
(b) The Hirer undertakes that the Tow will be suitably trimmed and prepared and ready to be towed at the time when the Tug arrives at the place of departure and fitted and equipped with such shapes, signals, navigational and other lights of a type required for the towage.	163 164 165 166	(d) Before exercising his option of withdrawing from this Agreement as aforesaid, the Tugowner shall if practicable give the Hirer 48 hours notice (Saturdays, Sundays and public Holidays excluded) of his intention so to withdraw.	231 232 233 234
(c) The Hirer shall supply to the Tugowner or the Tugmaster, on the arrival of the Tug at the place of departure an unconditional certificate of tow-worthiness for the Tow issued by a recognised firm of Marine Surveyors or Survey Organisation, provided always that the Tugowner shall not be under any obligation to perform the towage until in his discretion he is satisfied that the Tow is in all respects trimmed, prepared, fit and ready for towage but the Tugowner shall not unreasonably withhold his approval.	167 168 169 170 171 172 173	(e) Should the Tug not be ready to commence the towage at the latest at midnight on the date, if any, indicated in Box 37, the Hirer shall have the option of cancelling this Agreement and shall be entitled to claim damages for detention if due to the wilful default of the Tugowner. Should the Tugowner anticipate that the Tug will not be ready, he shall notify the Hirer thereof by telex, cable or otherwise in writing without delay stating the expected date of the Tug's readiness and ask whether the Hirer will exercise his option to cancel. Such option to cancel must be exercised within 48 hours after the receipt of the Tugowner's notice, otherwise the third day after the date stated in the Tugowner's notice shall be deemed to be the new agreed date to commence the towage in accordance with this Agreement.	235 236 237 238 239 240 241 242 243 244 245
(d) No inspection of the Tow by the Tugowner shall constitute approval of the Tow's condition or be deemed a waiver of the foregoing undertakings given by the Hirer.	174 175 176	17. Necessary Deviation or Slow Steaming	246
13. Seaworthiness of the Tug	177	(a) If the Tug during the course of the towage or other service under this Agreement puts into a port or place or seeks shelter or is detained or deviates from the original route as set out in Box 23, or slow steams because either the Tugowner or Tugmaster reasonably consider	247 248 249 250
The Tugowner will exercise due diligence to tender the Tug at the place of departure in a seaworthy condition and in all respects ready to perform the towage, but the Tugowner gives no other warranties, express or implied.	178 179 180	(i) that the Tow is not fit to be towed or	251
14. Substitution of Tugs	181	(ii) the Tow is incapable of being towed at the original speed contemplated by the Tugowner or	252 253
The Tugowner shall at all times have the right to substitute any tug or tugs for any other tug or tugs of adequate power (including two or more tugs for one, or one tug for two or more) at any time whether before or after the commencement of the towage or other services and shall be at liberty to employ a tug or tugs belonging to other tugowners for the whole or part of the towage or other service contemplated under this Agreement. Provided however, that the main particulars of the substituted tug or tugs shall be subject to the Hirer's prior approval, but such approval shall not be unreasonably withheld.	182 183 184 185 186 187 188 189 190	(iii) the towing connection requires rearrangement, or	254
15. Salvage	191	(iv) repairs or alterations to or additional equipment for the Tow are required to safeguard the venture and enable the Tow to be towed to destination, or	255 256 257
(a) Should the Tow break away from the Tug during the course of the towage service, the Tug shall render all reasonable services to re-connect the towline and fulfill this Agreement without making any claim for salvage.	192 193 194	(v) it would not be prudent to do otherwise on account of weather conditions actual or forecast, or	258 259
(b) If at any time the Tugowner or the Tugmaster considers it necessary or advisable to seek or accept salvage services from any vessel or person on behalf of the Tug or Tow, or both, the Hirer hereby undertakes and warrants that the Tugowner or his duly authorised servant or agent including the Tugmaster have the full actual authority of the Hirer to accept such services on behalf of the Tow on any reasonable terms.	195 196 197 198 199 200	because of any other good and valid reason outside the control of the Tugowner or Tugmaster, or because of any delay caused by or at the request of the Hirer, this Agreement shall remain in full force and effect, and the Tugowner shall be entitled to receive from the Hirer additional compensation at the appropriate Delay Payment rate as set out in Box 29 for all time spent in such port or place and for all time spent by the Tug at sea in excess of the time which would have been spent had such slow steaming or deviation not taken place.	260 261 262 263 264 265 266 267
16. Cancellation and Withdrawal	201	(b) The Tug shall at all times be at liberty to go to the assistance of any vessel in distress for the purpose of saving life or property or to call at any port or place for bunkers, repairs, supplies, or any other necessities or to land disabled seamen, but if towing the Tug shall leave the Tow in a safe place and during such period this Agreement shall remain in full force and effect.	268 269 270 271 272
(a) At any time prior to the departure of the Tow from the place of departure the Hirer may cancel this Agreement upon payment of the cancellation fee set out in Box 38. If cancellation takes place whilst the Tug is en route to the place of departure or after the Tug has arrived at or off the place of departure then in addition to the said cancellation fee the Hirer shall pay any additional amounts due under this Agreement.	202 203 204 205 206 207	(c) The Tug shall have liberty to comply with any orders or directions as to departure, arrival, routes, ports of call, stoppages, destination, delivery, requisition or otherwise howsoever given by the Government of the Nation under whose flag the Tug or Tow sails or any department thereof, or any person acting or purporting to act with the authority for such Government or any department thereof by the committee or person having under the terms of the War Risks Insurance on the Tug the right to give such orders or directions and if by reason of and in compliance with any such orders or directions anything is done or is not done the same shall not be deemed a deviation and delivery in accordance with such orders or directions shall be a fulfilment of this Agreement and the Lump Sum and/or all other sums shall be paid to the Tugowner accordingly.	273 274 275 276 277 278 279 280 281 282 283 284
(b) In the event that the towage operation is terminated after departure from the place of departure, but before the Tow arrives at the place of destination without fault on the part of the Tugowner, his servants or agents, the Tugowner shall be entitled to be paid, and if already paid to retain all sums payable according to Box 32, accrued Delay Payments and any other amounts due under this Agreement. The above amounts are in addition to any damages the Tugowner may be entitled to claim for breach of this Agreement.	208 209 210 211 212 213 214	(d) Any deviation howsoever or whatsoever by the Tug or by the Tugowner not expressly permitted by the terms and conditions of this Agreement shall not amount to a repudiation of this Agreement and the Agreement shall remain in full force and effect notwithstanding such deviation.	285 286 287 288
(c) The Tugowner may without prejudice to any other remedies he may have leave the Tow in a place where the Hirer may take repossession of it and	215 216	18. Liabilities	289
		1. (a) The Tugowner will indemnify the Hirer in respect of any liability adjudged due or claim reasonably compromised arising out of injury or death occ-	290 291

PART II
"Towcon" International Ocean Towing Agreement (Lump Sum)

curring during the towage or other service hereunder to any of the following persons:	292	Tow and to and be for the benefit of all bodies corporate parent of, subsidi- 368	
(i) The Master and members of the crew of the Tug and any other serv- 294	293	ary to, affiliated with or under the same management as either of them, as 369	
ant or agent of the Tugowner;	295	well as all directors, officers, servants and agents of the same and to and be 370	
(ii) The members of the Riding Crew provided by the Tugowner or any 296		for the benefit of all parties performing services within the scope of this 371	
other person whom the Tugowner provides on board the Tow;	297	Agreement for or on behalf of the Tug or Tugowner or Hirer as servants, 372	
(iii) Any other person on board the Tug who is not a servant or agent of 298		agents and sub-contractors of such parties. The Tugowner or Hirer shall be 373	
the Hirer or otherwise on board on behalf of or at the request of the 299		deemed to be acting as agent or trustee of and for the benefit of all such per- 374	
Hirer.	300	sons, entities and vessels set forth above but only for the limited purpose of 375	
(b) The Hirer will indemnify the Tugowner in respect of any liability adjud- 301		contracting for the extension of such benefits to such persons, bodies and 376	
ged due or claim reasonably compromised arising from injury or death oc- 302		vessels.	377
curring during the towage or other service hereunder to any of the following 303			
persons:	304		
(i) The Master and members of the crew of the Tow and any other ser- 305		20. War and Other Difficulties	378
vant or agents of the Hirer;	306	(a) If owing to any Hostilities; War or Civil War; Acts of Terrorism; Acts of 379	
(ii) Any other person on board the Tow for whatever purpose except the 307		Public Enemies; Arrest or Restraint of Princes, Rulers or People; Insurrec- 380	
members of the Riding Crew or any other persons whom the Tugowner 308		tions; Riots or Civil Commotions; Disturbances; Acts of God; Epidemics; 381	
provides on board the Tow pursuant to their obligations under this 309		Quarantine; Ice; Labour Troubles; Labour Obstructions; Strikes; Lock-outs; 382	
Agreement.	310	Embargoes; Seizure of the Tow under Legal Process or for any other cause 383	
2. (a) The following shall be for the sole account of the Tugowner without any 311		outside the control of the Tugowner it would be impossible or unsafe or 384	
recourse to the Hirer, his servants, or agents, whether or not the same is 312		commercially impracticable for the Tug or Tow or both to leave or attempt to 385	
due to breach of contract, negligence or any other fault on the part of the Hi- 313		leave the place of departure or any port or place of call or refuge or to reach 386	
rer, his servants or agents:	314	or enter or attempt to reach or enter the port or place of destination of the 387	
(i) Loss or damage of whatsoever nature, howsoever caused to or sus- 315		Tow and there deliver the Tow and leave again, all of which safely and with- 388	
tained by the Tug or any property on board the Tug.	316	out unreasonable delay, the Tug may leave the Tow or any part thereof at the 389	
(ii) Loss or damage of whatsoever nature caused to or suffered by third 317		place of departure or any other port or place where the Hirer may take re- 390	
parties or their property by reason of contact with the Tug or obstruction 318		possession and this shall be deemed a due fulfilment by the Tugowner of 391	
created by the presence of the Tug.	319	this Agreement and any outstanding sums and all extra costs of delivery at 392	
(iii) Loss or damage of whatsoever nature suffered by the Tugowner or 320		such place and any storage costs incurred by the Tugowner shall thereu- 393	
by third parties in consequence of the loss or damage referred to in (i) 321		pon become due and payable by the Hirer.	394
and (ii) above.	322	(b) If the performance of this Agreement or the voyage to the place of de- 395	
(iv) Any liability in respect of wreck removal or in respect of the expense 323		parture would in the ordinary course of events require the Tug and/or Tow 396	
of moving or lighting or buoying the Tug or in respect of preventing or 324		to pass through or near to an area where after this Agreement is made there 397	
abating pollution originating from the Tug.	325	is or there appears to be danger of such area being blocked or passage 398	
The Tugowner will indemnify the Hirer in respect of any liability adjudged 326		through being restricted or made hazardous by reason of War, Acts of Ter- 399	
due to a third party or any claim by a third party reasonably compromised 327		rorism, Trapping of Vessels, Civil War, Acts of Public Enemies, Arrest or Re- 400	
arising out of any such loss or damage. The Tugowner shall not in any cir- 328		straint of Princes, Rulers or People, Insurrection, Riots or Civil Commotions 401	
cumstances be liable for any loss or damage suffered by the Hirer or 329		or Disturbances or other dangers of a similar nature then:	402
caused to or sustained by the Tow in consequence of loss or damage how- 330		(i) If the Tug has not entered such area en route to the place of depar- 403	
soever caused to or sustained by the Tug or any property on board the Tug.	331	ture, or having entered has become trapped therein, the Hirer shall pay 404	
(b) The following shall be for the sole account of the Hirer without any re- 332		a Delay Payment at the rate specified in Box 29 for every day of the re- 405	
course to the Tugowner, his servants or agents, whether or not the same is 333		sulting delay. Provided that if the delay is for a period of more than 14 406	
due to breach of contract, negligence or any fault on the part of the Tugow- 334		days either party hereto shall be entitled to terminate this Agreement by 407	
ner, his servants or agents:	335	telex, cable or other written notice in which event, save for liabilities al- 408	
(i) Loss or damage of whatsoever nature, howsoever caused to or su- 336		ready accrued, neither party shall be under any further liability to the 409	
stained by the Tow.	337	other but the Tugowner shall not be bound to repay to the Hirer any 410	
(ii) Loss or damage of whatsoever nature caused to or suffered by third 338		payments already made and all amounts due shall remain payable.	411
parties or their property by reason of contact with the Tow or obstruc- 339		(ii) If the Tug and Tow whilst en route to the place of destination have not 412	
tion created by the presence of the Tow.	340	entered such area during the course of the towage or other service the 413	
(iii) Loss or damage of whatsoever nature suffered by the Hirer or by 341		Hirer shall pay Delay Payment at the rate indicated in Box 29 for every 414	
third parties in consequence of the loss or damage referred to in (i) and 342		day by which the towage is prolonged by reason of waiting for such area 415	
(ii) above.	343	to become clear and/or safe and/or by reason of proceeding by a lon- 416	
(iv) Any liability in respect of wreck removal or in respect of the expense 344		ger route to avoid or pass such area in safety.	417
of moving or lighting or buoying the Tow or in respect of preventing or 345		(iii) If the Tug and Tow whilst en route to the place of destination have 418	
abating pollution originating from the Tow.	346	become trapped in such area during the course of the towage or other 419	
The Hirer will indemnify the Tugowner in respect of any liability adjudged 347		service, the Hirer shall pay a Delay Payment at the rate specified in Box 420	
due to a third party or any claim by a third party reasonably compromised 348		29 for every day of the resulting delay. Provided that if the delay is for a 421	
arising out of any such loss or damage but the Hirer shall not in any circum- 349		period of more than 14 days either party hereto shall be entitled to ter- 422	
stances be liable for any loss or damage suffered by the Tugowner or cau- 350		minate this Agreement by telex, cable or other written notice in which 423	
sed to or sustained by the Tug in consequence of loss or damage, how- 351		event, save for liabilities already accrued, neither party shall be under 424	
soever caused to or sustained by the Tow.	352	any further liability to the other but the Tugowner shall not be bound to 425	
3. Save for the provisions of Clauses 11, 12, 13 and 16 neither the Tug ow- 353		repay to the Hirer any payment already made and all amounts due shall 426	
ner nor the Hirer shall be liable to the other party for loss of profit, loss of 354		remain payable.	427
use, loss of production or any other indirect or consequential damage for 355			
any reason whatsoever.	356	21. Lien	428
4. Notwithstanding any provisions of this Agreement to the contrary, the 357		Without prejudice to any other rights which he may have, whether in rem or 429	
Tugowner shall have the benefit of all limitations of, and exemptions from, 358		in personam, the Tugowner, by himself or his servants or agents or otherwi- 430	
liability accorded to the Owners or Chartered Owners of Vessels by any ap- 359		se shall be entitled to exercise a possessory lien upon the Tow in respect of 431	
plicable statute or rule of law for the time being in force and the same bene- 360		any sum howsoever or whatsoever due to the Tugowner under this Agree- 432	
fits are to apply regardless of the form of signatures given to this Agreement. 361		ment and shall for the purpose of exercising such possessory lien be entit- 433	
		led to take and/or keep possession of the Tow; provided always that the Hi- 434	
		rer shall pay to the Tugowner all reasonable costs and expenses howsoever 435	
		or whatsoever incurred by or on behalf of the Tugowner in exercising or at- 436	
		tempting or preparing to exercise such lien and the Tugowner shall be en- 437	
		titled to receive from the Hirer the Tug's Delay Payment at the rate specified 438	
		in Box 29 for any reasonable delay to the Tug resulting therefrom.	439
19. Himalaya Clause	362		
All exceptions, exemptions, defences, immunities, limitations of liability, 363		22. Warranty of Authority	440
indemnities, privileges and conditions granted or provided by this Agree- 364		If at the time of making this Agreement or providing any service under this 441	
ment or by any applicable statute rule or regulation for the benefit of the 365			
Tugowner or Hirer shall also apply to and be for the benefit of demise char- 366			
terers, sub-contractors, operators, master, officers and crew of the Tug or 367			

PART II
"Towcon" International Ocean Towing Agreement (Lump Sum)

Agreement other than towing at the request, express or implied, of the Hirer, 442
the Hirer is not the Owner of the Tow referred to in Box 4, the Hirer expressly 443
represents that he is authorised to make and does make this Agreement for 444
and on behalf of the Owner of the said Tow subject to each and all of these 445
conditions and agrees that both the Hirer and the Owner of the Tow are 446
bound jointly and severally by these conditions. 447

23. General

(a) If any one or more of the terms, conditions or provisions in this Agree- 448
ment or any part thereof shall be held to be invalid, void or of no effect for 449
any reason whatsoever, the same shall not affect the validity of the remain- 450
ing terms, conditions or provisions which shall remain and subsist in full 451
force and effect. 452
(b) For the purpose of this Agreement unless the context otherwise requi- 453
res the singular shall include the plural and vice versa. 454
(c) Any extension of time granted by the Tug owner to the Hirer or any indul- 455
gence shown relating to the time limits set out in this Agreement shall not be 456
a waiver of the Tugowner's right under this Agreement to act upon the Hi- 457
rer's failure to comply with the time limits. 458
459

24. Time for Suit

Save for the indemnity provisions under Clause 18 of this Agreement, any 460
claim which may arise out of or in connection with this Agreement or of any 461
towage or other service to be performed hereunder shall be notified by te- 462
lex, cable or otherwise in writing within 6 months of delivery of the Tow or of 463
the termination of the towage or other service for any reason whatever, and 464
any suit shall be brought within one year of the time when the cause of ac- 465
tion first arose. If either of these conditions is not complied with the claim 466
and all rights whatsoever and howsoever shall be absolutely barred and ex- 467
tinguished. 468
469

25. Law and Jurisdiction

This Agreement shall be construed in accordance with and governed by 470
English law. Any dispute or difference which may arise out of or in connec- 471
tion with this Agreement or the services to be performed hereunder shall be 472
referred to the High Court of Justice in London. 473
No suit shall be brought in any other state or jurisdiction except that either 474
party shall have the option to bring proceedings in rem to obtain conservati- 475
ve seizure or other similar remedy against any vessel or property owned by 476
the other party in any state or jurisdiction where such vessel or property 477
may be found. 478
479