

1. Date and Place of Agreement

**INTERNATIONAL WRECK REMOVAL
AND MARINE SERVICES AGREEMENT
(DAILY HIRE)
CODE NAME: "WRECKHIRE 99"**



**INTERNATIONAL
SALVAGE UNION**

PART I

2. Contractor/Place of Business

3. Company/Place of Business

4. Vessel Specifications (Cl. 1, 2, 4.1)

a) Name

b) Flag

c) Place of Registry

d) Length/Beam/Depth

5. Condition of Vessel (Cl. 2, 4.1)

e) Maximum Draft

f) GT/NT/DWT

g) Details and Nature of Cargo

h) Any other Vessel's details relevant to this Agreement

6. Position of Vessel and Condition of Worksite (Cl. 2, 4.1)

7. Nature of Services (Cl. 2, 4.1, 4.3, 4.4, 10.3)

8. Place of Delivery/Disposal of Vessel (Cl. 2, 9.1)

9. Permits (state Party (Contractor or Company) responsible for obtaining Permits) (Cl. 6)

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The Baltic and International Maritime Council (BIMCO)
International Salvage Union (ISU)
First issued September 1993 (as revised October 1999)

(continued)

(continued)

<p>10. Payment and Rates of Hire (Cl. 7, 8.3, 10.1)</p> <hr/> <p>a) Daily Working Rate for Craft and Equipment</p> <hr/> <p>b) Daily Working Rate for Personnel</p> <hr/> <p>c) Daily Standby Rate for Craft and Equipment</p> <hr/> <p>d) Daily Standby Rate for Personnel</p> <hr/> <p>e) Payment of the appropriate Working Rate of Hire is to be made in advance every (state number of days)</p> <p>(i) Commencing from</p> <hr/> <p>(ii) and continuing until</p> <hr/> <p>(iii) with a minimum payment of hire in any event (state number of day's hire)</p>	<p>11. Payment Details (Cl. 10.5)</p> <hr/> <p>a) Currency</p> <hr/> <p>b) Bank</p> <hr/> <p>c) Address</p> <hr/> <p>d) Account Number</p> <hr/> <p>e) Account name</p>
<p>12. Time of Payment and Interest (state period within which sums must be received by the Contractor and rate of interest per month) (Cl. 11)</p>	<p>13. Extra Costs (state percentage Handling Charge to be applied) (Cl. 12.7)</p>
<p>14. Law and Arbitration (state 18.1 or 18.2 of Cl. 18 as agreed; if 18.2 agreed, also state place of arbitration) (Cl. 18)</p>	<p>15. Number of Additional Clauses Covering special provisions, if agreed</p>

It is agreed that this Agreement shall be performed subject to the Terms and Conditions which consist of PART I, including Additional Clauses, if any agreed, and PART II, as well as Annex I, SCHEDULE OF PERSONNEL, CRAFT AND EQUIPMENT, and Annex II, METHOD OF WORK AND ESTIMATED TIME SCHEDULE or any other Annexes attached to this Agreement.

In the event of a conflict of terms and conditions, the provisions of PART I including Additional Clauses, if any agreed, shall prevail over those of PART II to the extent of such conflict but no further.

The undersigned warrant that they have full power and authority to sign this Agreement on behalf of the parties they represent.

<p>Signature (for and on behalf of the Contractor)</p>	<p>Signature (for and on behalf of the Company)</p>
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PART II

"Wreckhire 99" International Wreck Removal and Marine Services Agreement (Daily Hire)

1. Definition	1	5.3 Subject to approval of the Company which shall not be un-	79
The term "Vessel" shall include any vessel, craft, property, or part thereof,	2	reasonably withheld, and subject to it being permitted by the competent	80
of whatsoever nature, including anything contained therein or thereon,	3	authorities, the Contractor shall be entitled to remove, dispose or jettison	81
such as but not limited to cargo and bunkers, as described in Box 4.	4	cargo, or parts of the Vessel, or equipment from the Vessel if such action	82
		is considered by the Contractor to be reasonably necessary to perform the	83
		services under this Agreement.	84
2. The Services	5	5.4 The Company will provide the Contractor with such plans and	85
The Contractor agrees to exercise due care in rendering the services	6	drawings of the Vessel, cargo manifests, stowage plans, etc. as the	86
indicated in Box 7 and, if applicable, will endeavour to deliver and/or	7	Contractor may require.	87
dispose of the Vessel at the place indicated in Box 8. Insofar as it is not	8		
inconsistent with the nature of the services to be rendered under this	9		
Agreement, the Contractor will also exercise due care to minimise damage	10	6. Permits	88
to the environment.	11	All necessary licenses, approvals, authorizations or permits required to	89
The Contractor shall provide the Personnel, Craft and Equipment set out	12	undertake and complete the services without let or hindrance shall be	90
in Annex I of this Agreement which the Contractor deems necessary for	13	obtained, maintained and paid for by the party identified in Box 9 of this	91
the services based upon the Specifications, Condition and Position of the	14	Agreement. The other party shall provide the party identified in Box 9 of	92
Vessel and Worksite set out in Boxes 4, 5 and 6.	15	this Agreement with all reasonable assistance in connection with the	93
The Contractor's Method of Work shall be as described in Annex II,	16	obtaining of such licenses, approvals, authorizations or permits.	94
utilising the Personnel, Craft and Equipment described in Annex I.	17		
The Contractor shall consult with the Company if there is any need for	18	7. Delays	95
substantial change in the Method of Work and/or Personnel, Craft or	19	If the Contractor is prevented from performing any meaningful work in and	96
Equipment. (See Clause 4 hereof).	20	about the services under this Agreement due to any reason outside its	97
		control, then during all such delays the Contractor shall be remunerated by	98
		the Company at the appropriate rate set out in Box 10 which shall apply on	99
3. Company Representative	21	a pro rata basis for parts of a working day.	100
The methods and procedures to be employed in the services shall at all	22	The Company shall promptly advise the Contractor of all periods when it	101
times be discussed and agreed between the Company and the Contractor.	23	considers the Standby Rate should apply, and shall confirm same in	102
A representative of the Company will be available during the operations	24	writing as soon as possible.	103
with the full authority to act on behalf of the Company. The Company will	25		
use its best endeavours to provide all information required by the	26		
Contractor.	27	8. Suspension or Termination	104
In addition, the Company will provide at its sole risk and expense sufficient	28	8.1 The Company has the right to suspend or terminate the services to	105
officers or their equivalents, who are fully conversant with the cargo	29	be carried out under this Agreement at any time, provided always that	106
system and/or layout of the Vessel, and who should be in attendance when	30	notice of such suspension or termination is given to the Contractor in	107
reasonably required during the operations in order to provide advice as	31	writing. In such event the Contractor is entitled to be paid all sums due at	108
and when requested by the Contractor.	32	the time of suspension or termination in accordance with the provisions of	109
		Box 10.	110
		8.2 Such suspension or termination of the services will be carried out	111
4. Change of Method of Work and/or Personnel, Craft and Equipment	33	with all reasonable despatch by the Contractor, subject always to the	112
4.1 The Rates of Hire are based upon the Nature of the Services, as set	34	safety of Personnel, Craft and Equipment involved in the services. Any	113
out in Box 7, Method of Work, and Personnel, Craft and Equipment, as set	35	additional direct expenses arising as a consequence of the instructions to	114
out in Annexes I and II, and the Description, Specifications, Position,	36	suspend or terminate the services shall be for the account of the	115
Condition of the Vessel and the Worksite, as set out in Boxes 4, 5 and 6.	37	Company.	116
If before or during the operation, and without fault on the part of the	38	8.3 If permission to suspend or terminate is not given by the competent	117
Contractor, there is a substantial change in the work to be done under this	39	authorities the Contractor shall be paid by the Company at the appropriate	118
Agreement, or in the Personnel, Craft and Equipment required to	40	rate set out in Box 10 for Personnel, Craft and Equipment during any	119
undertake the services due to:	41	standby period, and the Company shall be liable for the Contractor's	120
4.1.1 any misdescription by the Company or error in the specification	42	reasonable and necessary costs of continuing with the services.	121
provided by the Company, upon which the Contractor has relied,	43		
or;	44		
4.1.2 a material change in the position and/or condition of the Vessel or	45	9. Delivery	122
the worksite,	46	9.1 The Vessel shall be accepted forthwith and taken over by the	123
the Contractor shall forthwith give notice in writing thereof to the Company	47	Company or its duly authorised representative at the place of delivery	124
and of the estimated additional costs to effect the services.	48	indicated in Box 8. References to delivery or the place of delivery shall	125
4.2 The parties shall, without delay, consult each other to reach	49	include disposal or the place of disposal, if applicable.	126
agreement on the amount of the additional costs to be added to the Rates	50	The place of delivery shall always be safe and accessible for the	127
of Hire.	51	Contractor's own or hired-in craft and the Vessel to enter and operate in	128
4.3 Alternatively the parties may by agreement refer the matter to	52	and shall be a place where the Contractor is permitted by governmental or	129
Arbitration in accordance with the provisions of this Agreement for a	53	other authorities to deliver or dispose of the Vessel.	130
decision by the Arbitrator on the reasonableness and quantum of such	54	In the event the Vessel is not accepted forthwith by the Company or	131
extra costs.	55	delivery is prevented or delayed by action of governmental or other	132
In the event the matter is referred to Arbitration the Contractor will continue	56	authorities outside the control of the Contractor, all costs necessarily	133
to provide the services set out in Box 7, without prejudice to his claim for	57	incurred by the Contractor from the moment of the tender for delivery shall	134
additional remuneration.	58	be for account of the Company, and the Daily Rate of Hire shall continue	135
4.4 If, as a result of a material change in the position and/or condition of	59	to be payable to the Contractor.	136
the Vessel or the worksite, subsequent to entering into this Agreement, the	60	9.2 If the Company fails, on completion of the services, to take delivery	137
services set out in Box 7 and Annex I become easier to perform in terms	61	of the Vessel within five (5) days of the Contractor tendering written notice	138
of personnel, craft and/or equipment requirements, then:	62	of delivery, or if in the opinion of the Contractor the Vessel is likely to	139
4.4.1 the Company may, subject to the provisions of Clause 10.4 hereof,	63	deteriorate, decay, become worthless or incur charges whether for	140
seek a reduction in respect of the monies payable pursuant to	64	storage or otherwise in excess of its value, the Contractor may, without	141
Clause 10.1 hereof;	65	prejudice to any other claims the Contractor may have against the	142
4.4.2 in the event of a failure to agree the amount of any such reduction,	66	Company, without notice and without any responsibility whatsoever	143
then such dispute shall be dealt with pursuant to the provisions of	67	attaching to the Contractor, sell or dispose of the Vessel and apply the	144
Clause 18 hereof.	68	proceeds of sale in reduction of the sums due to the Contractor from the	145
		Company under this Agreement. Any remaining proceeds will be refunded	146
		to the Company.	147
5. Miscellaneous	69	In the event that such sale or other disposal of the Vessel fails to raise	148
5.1 The Company shall arrange and pay for any marking of the Vessel	70	sufficient net funds to pay the monies due to the Contractor under the	149
and cautioning required. The Contractor shall arrange and pay for any	71	terms of this Agreement then the Company shall remain liable to the	150
marking or cautioning required in respect of its own equipment during the	72	Contractor for any such shortfall.	151
services under this Agreement.	73	9.3 Reference to delivery of the Vessel shall include parts of the Vessel	152
5.2 The Contractor may make reasonable use of Vessel's machinery,	74	and/or cargo and/or any other thing emanating from the Vessel and such	153
gear, equipment, anchors, chains, stores and other appurtenances during	75	delivery may take place at different times and different places.	154
and for the purposes of these services free of expense but shall not	76		
unnecessarily damage, abandon or sacrifice the same or any property the	77		
subject of this Agreement.	78	10. Price and Conditions of Payment	155

PART II

"Wreckhire 99" International Wreck Removal and Marine Services Agreement (Daily Hire)

between the parties hereto.	312
18.2 Any dispute arising out of this Agreement shall be referred to Arbitration at the place indicated in Box 14 subject to the procedures applicable there. The laws of the place indicated in Box 14 shall govern this Agreement.	313 314 315 316
18.3 If Box 14 is not filled in, Clause 18.1 shall apply.	317

**ANNEX I TO
INTERNATIONAL WRECK REMOVAL AND MARINE SERVICES AGREEMENT (DAILY HIRE
CODE NAME: "WRECKHIRE 99"**

Dated:

Vessel:

Schedule of Personnel, Craft and Equipment (Cl. 2, 4.1, 4.4 and 12.6)

**ANNEX II TO
INTERNATIONAL WRECK REMOVAL AND MARINE SERVICES AGREEMENT (DAILY HIRE
CODE NAME: "WRECKHIRE 99"**

Dated:

Vessel:

Method of Work and Estimated Time Schedule (Cl. 2 and 4.1)