



MINREPCON 2018

STANDARD MINOR REPAIR WORK CONTRACT

PART I

1. Place and Date		
2. Owners (full style and address) (Cl. 1.1) Owners warrant that they are*/are not* bareboat charterers (*delete as applicable)		3. Contractors (full style and address) (Cl. 1.2)
4. Vessel's Details (Cl. 1.3) Name/IMO number: / Vessel type: GT/NT: / Flag/Port of registry: / Year built: Class:		
5. Description of Contracted Works (Cl. 1.4)		
6. Time/Date of Commencement of Works	7. Time/Date of Completion of Works (Cl. 1.9 and 2.14)	8. Guarantee Period in Months (Cl. 2.15)
9. Labour (working hours/rates) (Cl. 1.8) Normal hours: Normal man/hours rate: Overtime hours: Overtime man/hours rate:		10. Contract Price and Currency (state price, currency and whether "Lump Sum" or "Time and Material" or "Combined") (Cl. 1.7, 1.8 and 2.1)
11. Payment Date and Method (Cl. 2.12) Payment date: Contractors' bank account: Interest rate (per annum):		
12. Law and Jurisdiction (Cl. 2.17)		

It is mutually agreed between the party stated in Box 2 and the party stated in Box 3 that this Contract consisting of PART I and PART II shall be performed subject to the conditions contained herein. In the event of a conflict of conditions, the provisions of PART I shall prevail over those of PART II to the extent of such conflict, but no further.

Signature (Owners)	Signature (Contractors)
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PART II
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1. Definitions

- 1.1 "Owners" means the Owner stated in Box 2, represented by the Master.
- 1.2 "Contractors" means the individual or company stated in Box 3.
- 1.3 "Vessel" means the vessel described in Box 4.
- 1.4 "Contracted Works" means the contracted work as described in Box 5.
- 1.5 "Additional Works" means any agreed extra work in addition to the Contracted Works.
- 1.6 "Works" means the Contracted Works and Additional Works as performed by the Contractors or their subcontractors.
- 1.7 "Contract Price" means the agreed price stated in Box 10 for the Contracted Works as may be adjusted for any Additional Works.
- 1.8 "Time and Material" means the aggregate cost of labour at the rates stated in Box 9, and cost of materials and services ruling on the date of this Contract.
- 1.9 "Completion" means the completion time/date stated in Box 7 or any later time/date agreed as a consequence of Additional Works.

2. General Terms

- 2.1 The Contract Price, if not stated as a lump sum in Box 10, shall be based on the Time and Material or, if Box 10 states "Combined", as the stated lump sum plus Time and Material.
- 2.2 This Contract shall apply to all Works performed by the Contractors and no alternative conditions whatsoever can be introduced except by mutual agreement in writing.
- 2.3 The Works shall be performed in accordance with best local practice using good quality materials and to the reasonable satisfaction of the Master.
- 2.4 The Contractors shall have the right to sub-contract some or all of the Works subject to the Owners' agreement, which shall not be unreasonably withheld. The Contractors shall be responsible for the subcontractors' actions and remain liable for the due performance of their obligations under this Contract.
- 2.5 Responsibility for the Vessel's safety rests with the Master. The Contractors shall comply at all times with the Vessel's safety procedures. The Contractors shall ensure that the Works are carried out safely.
- 2.6 Liability for loss and damage
 - (a) The Contractors shall only be liable to the Owners under this Contract when proven loss or damage has been caused by the negligence or wilful misconduct of the Contractors or that of those for whom they are responsible.
 - (b) The Owners shall not be responsible for loss of, damage to or have any liability whatsoever for the Contractors' property or the property of those for whom they are responsible.
- 2.7 Liability for death and personal injury

Each party accepts responsibility and liability for the death or personal injury of its own personnel and the personnel of those entities for whom it is responsible under this Contract, irrespective of the cause of death or personal injury and whether or not caused by the negligence of the other party or those entities for whom the other party is responsible under this Contract. Each party further agrees to indemnify and hold harmless the other party, as regards both liability and legal costs, in the event that the aforesaid personnel or their dependants pursue claims for death or personal injury.

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2.8 Limitation

The Contractors' liability under this Contract shall be limited to ten (10) times the Contract Price, unless otherwise agreed in writing.

2.9 Insurance

The Contractors shall have in place suitable insurances to cover their liabilities under this Contract.

2.10 Except as provided in Clause 2.15, the Contractors' liability arising out of or in connection with this Contract of whatsoever nature and howsoever arising shall cease at Completion.

2.11 Satisfactory completion of the Works will be confirmed by the agreed final work list signed by both parties.

2.12 Payment of the agreed amount of the final invoice is due as per the terms stated in Box 11. In the event of late payment, the Owners shall pay interest at the rate stated in Box 11.

2.13 The Owners shall have the right to continue operations and to use the crew or their own subcontractors during the Works, provided that their work does not interfere with the Works.

2.14 The Contractors shall rectify defective Works identified before Completion without any extra cost to the Owners. Prior to Completion either party shall have the right to refer any dispute regarding the nature, extent and method of such rectification to the Classification Society surveyor of the Vessel, whose advice/opinion on the matter will be final and binding on both parties.

2.15 If a guarantee period is agreed and stated in Box 8, the Contractors shall be responsible for rectifying defective Works identified during the guarantee period. If convenient to the Owners, the Contractors shall perform the remedial work; otherwise the work shall be performed elsewhere at a reasonable cost to be reimbursed by the Contractors to the Owners. Where reasonably practicable, the Owners shall provide notice to allow the Contractors an opportunity to inspect defective Works before repair elsewhere.

2.16 Neither party shall be required to do anything which constitutes a violation of the laws and regulations of any State to which either of them is subject.

2.17 This Contract shall be governed by the laws and subject to the jurisdiction of the courts of the place stated in Box 12.