

1. Date and Place of Agreement

INTERNATIONAL WRECK REMOVAL
AND MARINE SERVICES AGREEMENT
(LUMP SUM – STAGE PAYMENTS)
CODE NAME: "WRECKSTAGE 99"



PART I

2. Contractor/Place of Business

3. Company/Place of Business

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

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

a) Name

b) Flag

c) Place of Registry

d) Length/Beam/Depth

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)

8. Place of Delivery/Disposal of Vessel (Cl. 2, 9.1, 9.2)

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

10. Payments (Cl. 4.2, 8.2, 10.1, 10.2)

11. Payment Details (Cl. 10.4)

a) Lump Sum Price (in figures and words)

a) Currency

b) Amount due and payable on signing this Agreement

b) Bank

c) Amount due and payable on

c) Address

d) Amount due and payable on

d) Account Number

e) Amount due and payable on

e) Account Name

f) Amount due and payable on

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)

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g) Amount due and payable on	
13. Extra Costs (Cl. 4.2 , 8.2 , 12 , 14.2.1)	14. Delay Payment Rate (Cl. 4.2 , 7 , 8.2 , 8.3 , 9.1 , 9.2)
a) Contractor shall be responsible for and pay for the following extra costs	
b) Company shall be responsible for and pay for the following extra costs	15. Cancellation Fee (Cl. 4.2 , 8.1)
c) Handling Charge to be applied, where applicable (state percentage)	16. Number of Unworkable Days due to Adverse Weather or Sea Conditions (Cl. 7)
17. Law and Arbitration (state 18.1 or 18.2 of Cl. 18 ; if 18.2 agreed, also state place of arbitration) (Cl. 18)	18. Number of Additional Clauses covering special provisions, if agreed

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.

Signature (for and on behalf of the Contractor)	Signature (for and on behalf of the Company)
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**ANNEX I TO
INTERNATIONAL WRECK REMOVAL AND MARINE SERVICES AGREEMENT
(LUMP SUM – STAGE PAYMENTS)
CODE NAME: “WRECKSTAGE 99”**

Dated:

Vessel:

Schedule of Personnel, Craft and Equipment ([Cl. 2](#), [4.1](#), [4.4](#), [8.1](#) and [8.2](#))

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**ANNEX II TO
INTERNATIONAL WRECK REMOVAL AND MARINE SERVICES AGREEMENT**

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**(LUMP SUM – STAGE PAYMENTS)
CODE NAME: “WRECKSTAGE 99”**

Dated:

Vessel:

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

Sample Copy

PART II

“Wreckstage 99” International Wreck Removal and Marine Services Agreement (Lump Sum – Stage Payments)

1. Definition	1	services set out in Box 7 and Annex I become easier to perform in terms of	69
The term "Vessel" shall include any vessel, craft, property or part thereof of whatsoever nature, including anything contained therein or thereon, such as but not limited to cargo and bunkers, as described in Box 4 .	2	personnel, craft, and/or equipment requirements, then:	70
	3	4.4.1 the Company may, subject to the provisions of Clause 10.3 hereof,	71
	4	seek a reduction in respect of the monies payable pursuant to Clause 10.1 hereof;	72
	5	4.4.2 in the event of a failure to agree the amount of any such reduction,	73
	6	then such dispute shall be dealt with pursuant to the provisions of	74
	7	Clause 18 hereof.	75
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2. The Services	9	5. Miscellaneous	77
The Contractor agrees to exercise due care in rendering the services indicated in Box 7 and, if applicable, will endeavour to deliver and/or dispose of the Vessel at the place indicated in Box 8 . Insofar as it is not inconsistent with the nature of the services to be rendered under this Agreement, the Contractor will also exercise due care to minimise damage to the environment.	10	5.1 The Company shall arrange and pay for any marking of the Vessel and cautioning required. The Contractor shall arrange and pay for any marking or cautioning required in respect of its own equipment during the services under this Agreement.	78
The Contractor shall provide the Personnel, Craft and Equipment set out in Annex I of this Agreement which the Contractor deems necessary for the services based upon the Specifications, Condition and Position of the Vessel and Worksite set out in Boxes 4, 5 and 6 .	11	5.2 The Contractor may make reasonable use of Vessel's machinery, gear, equipment, anchors, chains, stores and other appurtenances during and for the purposes of these services free of expense but shall not unnecessarily damage, abandon or sacrifice the same or any property the subject of this Agreement.	79
The Contractor's Method of Work shall be as described in Annex II , utilising the Personnel, Craft and Equipment described in Annex I .	12	5.3 Subject to approval of the Company, which shall not be unreasonably withheld, and subject to it being permitted by the competent authorities, the Contractor shall be entitled to remove, dispose or jettison cargo, or parts of the Vessel or equipment from the Vessel if such action is considered by the Contractor to be reasonably necessary to perform the services under this Agreement.	80
The Contractor shall consult with the Company if there is any need for substantial change in the Method of Work, and/or Personnel, Craft or Equipment. In the event that time does not permit such consultation, or agreement to the proposed change(s) is unreasonably withheld, then the Contractor may proceed with such change(s). (See Clause 4 hereof).	13	5.4 The Company will provide the Contractor with such plans and drawings of the Vessel, cargo manifests, stowage plans, etc. as the Contractor may require.	81
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3. Company Representative	23		91
If reasonably required by the Contractor a representative of the Company will be available during the operations with the full authority to act on behalf of the Company. The Company will use its best endeavours to provide all information required by the Contractor.	24		92
In addition, the Company will provide at its sole risk and expense sufficient officers or their equivalents, who are fully conversant with the cargo system and/or layout of the Vessel, and who should be in attendance when reasonably required during the operations in order to provide advice as and when requested by the Contractor.	25		93
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4. Change of Method of Work and/or Personnel, Craft and Equipment	35	6. Permits	96
4.1 The lump sum is based upon the Nature of the Services, as set out in Box 7 , and the Personnel, Craft and Equipment, and Method of Work, as set out in Annexes I and II , as well as the Description, Specifications, Position, Condition of the Vessel and the Worksite, as set out in Boxes 4, 5 and 6 . If before or during the operation, and without fault on the part of the Contractor, there is a substantial change in the work to be done under this Agreement, or in the Personnel, Craft and Equipment required to undertake the services due to:	36	All necessary licenses, approvals, authorisations or permits required to undertake and complete the services without let or hindrance shall be obtained, maintained and paid for by the party identified in Box 9 of this Agreement. The other party shall provide the party identified in Box 9 of this Agreement with all reasonable assistance in connection with the obtaining of such licenses, approvals, authorisations or permits.	97
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4.1.1 any misdescription by the Company or error in the specification provided by the Company, upon which the Contractor has relied, or,	42		103
4.1.2 a material change in the position and/or condition of the Vessel or the worksite,	43		104
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PART II

“Wreckstage 99” International Wreck Removal and Marine Services Agreement (Lump Sum – Stage Payments)

The place of delivery shall always be safe and accessible for the Contractor's own or hired-in craft and the Vessel to enter and operate in and shall be a place where the Contractor is permitted by governmental or other authorities to deliver or dispose of the Vessel.	136	11. Time of Payment and Interest	204
In the event the Vessel is not accepted forthwith by the Company or delivery is prevented or delayed by action of governmental or other authorities outside the control of the Contractor, all costs necessarily incurred by the Contractor from the moment of the tender for delivery shall be for account of the Company.	137	The Contractor shall promptly invoice the Company for all sums payable under this Agreement. If any sums which become due and payable are not actually received by the Contractor within the period specified in Box 12 they shall attract interest in accordance with the rate set out in Box 12 .	205
These costs shall be in addition to any delay payment as set out in Box 14 .	138		206
9.2 If it is considered by the Contractor to be impossible or unsafe for the Vessel to be delivered or disposed of at the place indicated in Box 8 and the Company is unable to nominate an acceptable alternative place, the Contractor is at liberty to deliver or dispose of the Vessel at the nearest place it can reach safely and without unreasonable delay, and such delivery or disposal shall be deemed a due fulfilment by the Contractor of this Agreement.	139		207
The Company shall reimburse the Contractor for any additional time used pursuant to this sub-clause at the Delay Payment Rate set out in Box 14 , and shall be liable to the Contractor for any additional expenses arising under this sub-clause.	140	12. Extra Costs	209
9.3 In the event the Vessel is delivered under the control of pumps and/or compressors or other equipment the Company shall with all due dispatch arrange for their own equipment and operators to replace the Contractor's equipment and their operators.	141	The following expenses/costs shall be paid as and when they fall due by the respective parties as indicated in Box 13 :	210
Until such replacement the Company shall pay the Contractor for the use of its equipment and operators at reasonable rates as from the day of delivery, until and including the day of arrival of the equipment and personnel at the Contractor's base, plus any additional costs relating thereto and incurred by the Contractor.	142	12.1 all port expenses, pilotage charges, harbour and canal dues and all other expenses of a similar nature levied upon or payable in respect of the Vessel and the Contractor's owned or hired-in craft;	211
9.4 If the Company fails, on completion of the services, to take delivery of the Vessel within five (5) days of the Contractor tendering written notice of delivery, or if in the opinion of the Contractor the Vessel is likely to deteriorate, decay, become worthless or incur charges whether for storage or otherwise in excess of its value, the Contractor may, without prejudice to any other claims the Contractor may have against the Company, without notice and without any responsibility whatsoever attaching to the Contractor, sell or dispose of the Vessel and apply the proceeds of sale in reduction of the sums due to the Contractor from the Company under this Agreement. Any remaining proceeds will be refunded to the Company.	143	12.2 the costs of the services of any assisting tugs when reasonably deemed necessary by the Contractor or prescribed by port or other authorities;	212
In the event that such sale or other disposal of the Vessel fails to raise sufficient net funds to pay the monies due to the Contractor under the terms of this Agreement then the Company shall remain liable to the Contractor for any such shortfall.	144	12.3 all costs in connection with clearance, agency fees, visas, guarantees and all other expenses of such kind;	213
9.5 Reference to delivery of the Vessel shall include parts of the Vessel and/or cargo and/or any other thing emanating from the Vessel and such delivery may take place at different times and different places.	145	12.4 all taxes and social security charges (other than those normally payable by the Contractor in the country where it has its principal place of business), stamp duties, or other levies payable in respect of or in connection with this Agreement, any import - export dues and customs or excise duties;	214
	146	12.5 all costs incurred due to requirements of governmental or other authorities over and above those costs which would otherwise be reasonably incurred by the Contractor in the execution of the Agreement;	215
	147	12.6 all costs incurred by the Contractor in respect of portable salvage equipment, materials, or stores which are reasonably sacrificed during the disposal, or other operations on the Vessel.	216
	148	If any or all of the above expenses/costs identified in Box 13 are payable by the Company, they shall be paid by the Company direct to those entitled to them. If, however, any such expenses/costs are in fact paid by or on behalf of the Contractor, (notwithstanding that the Contractor shall under no circumstances be under any obligation to make such payments on behalf of the Company) the Company shall reimburse the Contractor on the basis of the actual cost to the Contractor plus a handling charge of the percentage amount indicated in Box 13 upon presentation of invoice.	217
	149		218
	150	13. Security	238
	151	The Company shall provide on signing of this Agreement an irrevocable and unconditional security in a form and amount as agreed between the parties. If required by the Contractor and also in the event that initially no security is requested, the Company shall provide security or further security in a form and amount as agreed between the parties for all or part of any amount which may be or become due under this Agreement. Such security shall be given on one or more occasions as and when required by the Contractor.	239
	152		240
	153	14. Liabilities	246
	154	14.1.1 The Contractor will indemnify and hold the Company harmless in respect of any liability adjudged due or claim reasonably compromised arising out of injury or death occurring during the services hereunder to any of the following persons:	247
	155	- any servant or agent of the Contractor	248
	156	- any other person at or near the site of the operations for whatever purpose on behalf or at the request of the Contractor.	249
	157	14.1.2 The Company will indemnify and hold the Contractor harmless in respect of any liability adjudged due or claim reasonably compromised arising from injury or death occurring during the services hereunder to any of the following persons:	250
	158	- any servant or agent of the Company	251
	159	- any other person at or near the site of the operations for whatever purpose on behalf or at the request of the Company.	252
	160	14.2.1 Neither the Company nor its servants or agents shall have any liability to the Contractor for loss or damage of whatsoever nature sustained by the Contractor's owned or hired-in craft or equipment, (excluding portable salvage equipment, materials or stores which are reasonably sacrificed during the disposal or other operations on the Vessel, unless the Contractor is the party responsible for such costs as indicated in Box 13 (a)), whether or not the same is due to breach of contract, negligence or any other fault on the part of the Company, its servants or agents.	253
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	162	14.2.2 Neither the Contractor nor its servants or agents shall have any liability to the Company for loss or damage of whatsoever nature	255
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10. Price and Conditions of Payment	183		
10.1 The Company shall pay the Contractor for the services the sum set out in Box 10 , (hereinafter called "the lump sum"), which amount shall be due and payable as set out in Box 10 .	184		
10.2 Each instalment of the lump sum shall be fully and irrevocably earned at the moment it is due as set out in Box 10 . Any other monies due under this Agreement shall be fully and irrevocably earned on a daily basis or pro rata.	185		
10.3 All monies due and payable to the Contractor under this Agreement shall be paid without any discount, deduction, set-off, lien, claim or counterclaim.	186		
10.4 All payments to the Contractor shall be made in the currency and to the bank account stipulated in Box 11 .	187		
10.5 If any amount payable under this Agreement has not been paid within seven (7) days of the due date, or if the security required in accordance with Clause 13 is not provided within five (5) banking days following the request by the Contractor, then at any time thereafter the Contractor shall be entitled to terminate this Agreement without prejudice to the sums already due to the Contractor and to any further rights or remedies which the Contractor may have against the Company. Provided always that the Contractor shall give the Company at least three (3) working days notice of its intention to exercise this right.	188		
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PART II

“Wreckstage 99” International Wreck Removal and Marine Services Agreement (Lump Sum – Stage Payments)

sustained by the Vessel, whether or not the same is due to breach of contract, negligence or any other fault on the part of the Contractor, its servants or agents.	272	17. Time for Suit	305
	273	Any claim which may arise out of or in connection with this Agreement or any of the services performed hereunder shall be notified by telex, facsimile, cable or otherwise in writing to the party against whom such claim is made, within 12 months of completion or termination of the services hereunder, or within 12 months of any claim by a third party, whichever is later. Any suit shall be brought within one year of the notification to the party against whom the claim is made. If either of these conditions is not complied with the claim and all rights whatsoever and howsoever shall be absolutely barred and extinguished.	306
14.3 Save as otherwise expressly stipulated in this Agreement neither the Contractor nor the Company shall be liable to the other party for loss of profit, loss of use, loss of production or any other indirect or consequential damage for any reason whatsoever.	274		307
	275		308
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15. Himalaya Clause	279	18. Governing Law and Arbitration	315
All exceptions, exemptions, defences, immunities, limitations of liability, indemnities, privileges and conditions granted or provided by this Agreement for the benefit of the Contractor or the Company shall also apply to and be for the benefit of their respective sub-contractors, operators, the Vessel's owners (if the Company is the demise/bareboat charterer), masters, officers and crews and to and be for the benefit of all bodies corporate parent of, subsidiary to, affiliated with or under the same management as either of them, as well as all directors, officers, servants and agents of the same and to and be for the benefit of all parties performing services within the scope of this Agreement for or on behalf of the Contractor or the Company as servants, agents and sub-contractors of such parties. The Contractor or the Company shall be deemed to be acting as agent or trustee of and for the benefit of all such persons, entities and vessels set forth above but only for the limited purpose of contracting for the extension of such benefits to such persons, bodies and vessels.	280	18.1 This Agreement shall be governed by and construed in accordance with English law and any dispute arising out of this Agreement shall be referred to Arbitration in London in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment thereof for the time being in force. Any dispute arising hereunder shall be referred to the arbitrament of a sole Arbitrator, to be selected by the first party claiming arbitration from the persons currently on the panel of Lloyd's Salvage Arbitrators, with a right of appeal from an award made by the Arbitrator to either party by notice in writing to the other within 28 days of the date of publication of the original Arbitrator's Award. The Arbitrator on appeal shall be the person currently acting as Lloyd's Appeal Arbitrator. No suit shall be brought before another Tribunal, or in another jurisdiction, except that either party shall have the option to bring proceedings to obtain conservative seizure or other similar remedy against any assets owned by the other party in any state or jurisdiction where such assets may be found. Both the Arbitrator and Appeal Arbitrator shall have the same powers as an Arbitrator and Appeal Arbitrator under LOF 1995 or any standard revision thereof, including a power to order a payment on account of any monies due to the Contractor pending final determination of any dispute between the parties hereto.	316
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16. Lien	296	18.2 Any dispute arising out of this Agreement shall be referred to Arbitration at the place indicated in Box 17 subject to the procedures applicable there. The laws of the place indicated in Box 17 shall govern this Agreement.	332
Without prejudice to any other rights which the Contractor may have, whether <i>in rem</i> or <i>in personam</i> , the Contractor shall be entitled to exercise a possessory lien upon the Vessel in respect of any amount howsoever or whatsoever due to the Contractor under this Agreement and shall for the purpose of exercising such possessory lien be entitled to take and/or keep possession of the Vessel, provided always that the Company shall pay to the Contractor all costs and expenses howsoever or whatsoever incurred by or on behalf of the Contractor in exercising or attempting or preparing to exercise such lien.	297	18.3 If Box 17 is not filled in, Clause 18.1 shall apply.	333
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