

1: Date and Place of Agreement	INTERNATIONAL SALVAGE UNION LUMPSUM SUB-CONTRACT <b>SALVCON 2005</b> <b>PART I</b>
2: Hirer; Place of Business	3: Owner; Place of Business: (Part II, Clause 11.3)
4: Detail and Specification of Vessel Hired under this Agreement; (Part II, Clauses 1.2, 1.3 & 27)	
5. Name of Owner's P&I Insurers	
<p>6: Details of Casualty; (Part II, Preamble, Clauses 1.1, 8.1 &amp; 8.3)</p> <ul style="list-style-type: none"> <li>a) Name:</li> <li>b) Flag:</li> <li>c) Place of Registry:</li> <li>d) Owners:</li> <li>e) Length:</li> <li>f) Beam:</li> <li>g) Maximum Draft:</li> <li>h) Displacement:</li> <li>i) Details and Nature of Cargo</li> <li>j) Any other Casualty details relevant to this Agreement:</li> </ul>	
7: Condition of Casualty; (Part II, Clause 3.1)	
8: Location of Casualty; (Part II, clause 3.1)	



1 WHEREAS the hirer is engaged or is about to become  
2 engaged in rendering salvage services to the casualty  
3 described in Box 6 Part I of this Agreement.

4  
5 AND WHEREAS the hirer wishes to hire from the  
6 Owner the vessel described in Box 4 Part I of this  
7 Agreement.

8  
9 NOW IT IS HEREBY AGREED that the terms and  
10 conditions of Parts I and II of this Agreement and any  
11 additional clauses and/or annexes hereto shall apply as  
12 follows:

13  
14 **1. DEFINITIONS**

15 1.1 The term “Casualty” shall include any vessel,  
16 craft, property or part thereof of whatsoever nature  
17 including anything contained therein or thereon such  
18 as, but not limited to cargo and bunkers as described  
19 in Box 6 of Part I of this Agreement in respect of  
20 which the hirer is contracted to render salvage  
21 services.

22  
23 1.2 The term “Vessel” in Box 4 of Part I and in Part  
24 II of this Agreement shall include but not be limited to  
25 harbour tugs, offshore/diving support vessels, anchor  
26 handling/supply tugs, salvage/ ocean-going tugs,  
27 floating cranes/ sheer legs, barges and any other  
28 vessel and/or any substitute vessel provided under  
29 Clause 13 of this Agreement.

30  
31 1.3 The term “Owner” in Box 3 Part I and in Part II  
32 of this Agreement shall include any owner, manager,  
33 operator or charterer of the vessel described in Box 4  
34 Part I of this Agreement.

35  
36 **2. NATURE OF SERVICES TO BE**  
37 **PROVIDED BY THE OWNER**

38 The services to be provided by the Owner are set  
39 out in Box 9 Part I of this Agreement and/or in  
40 any accompanying annex.

41  
42 **3. PRICE AND CONDITIONS OF**  
43 **PAYMENT**

44 3.1 The Hirer shall pay the Owner the sum set out  
45 in Box 10 Part I of this Agreement (hereinafter  
46 referred to as the “Lump Sum”). The Lump Sum  
47 price is based upon the condition of the Casualty,  
48 the location of the Casualty and the nature of the  
49 services to be provided as set out in Boxes 7, 8  
50 and 9 in Part I of this Agreement and any annex(s)  
51 to this Agreement.

52  
53 3.2 The Lump Sum shall be payable as set out in  
54 Box 10(b) Part I of this Agreement.

55  
56 3.3 The Lump Sum and all other sums payable to  
57 the Owner under this Agreement shall be payable  
58 without any discount, deduction, set-off, lien,  
59 claim or counterclaim and each instalment of the

60 Lump Sum shall be fully and irrevocably  
61 earned at the moment it is due as set out in Box  
62 10 Part I of this Agreement, Vessel and/or  
63 Casualty lost or not lost and all other sums shall  
64 be fully and irrevocably earned on a daily basis.

65  
66 3.4 All payments by the Hirer shall be made in  
67 the currency and to the bank account specified  
68 in Box 13 Part I of this Agreement.

69  
70 3.5 Any delay payment due under this  
71 Agreement as set out in Box 12 of Part I of this  
72 Agreement shall be paid to the Owner as and  
73 when earned on presentation of the invoice.

74  
75 3.6 Within 14 days of termination or  
76 completion of the services set out in Box 9 Part  
77 I of this Agreement and/or any annex(s) hereto  
78 the Owner shall return any overpayments to the  
79 Hirer.

80  
81 3.7 If any amount payable under this  
82 Agreement has not been paid within seven (7)  
83 calendar days of the due date or if the security  
84 required in accordance with Box 16 Part I of  
85 this Agreement and Clause 17 below is not  
86 provided within five (5) banking days of the  
87 request by the Owner, then at any time  
88 thereafter the Owner shall be entitled to  
89 terminate this Agreement without prejudice to  
90 the sums already due from the Hirer and to any  
91 further rights or remedies which the Owner may  
92 have against the Hirer provided always that the  
93 Owner shall give the Hirer at least three (3)  
94 working days’ notice of its intention to exercise  
95 this right.

96  
97 **4. FREE TIME**

98 The Owner will set out in Box 11 Part I of this  
99 Agreement the amount of free time allowed to  
100 the Hirer within his Lump Sum price and the  
101 specific purposes for which this free time may  
102 be utilised.

103  
104 **5. DELAY PAYMENTS**

105 The Owner will also set out in Box 12 of Part I  
106 of this Agreement the delay payment rates to be  
107 applied and the circumstances when such delay  
108 payments will be applicable.

109  
110 **6. EMPLOYMENT AND AREA OF**  
111 **OPERATIONS**

112 The Vessel shall be employed in activities  
113 which are lawful in accordance with the law of  
114 the place of the Vessel’s flag and of the place of  
115 operations. Such place of operations shall  
116 always be within Institute Warranty Limits  
117 which will not be exceeded without the prior  
118 written approval of the Owners and any

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119 necessary adjustment to the rate of hire. The  
120 Hirer does not warrant the safety of the place of  
121 operations or any other port or place to which they  
122 direct the Vessel, but they will exercise care in  
123 issuing orders to the Vessel as if the Vessel were  
124 their own property (see also Clause 8.1 hereafter).

125

126 7. **MASTER AND CREW**

127 7.1 The Master shall carry out his duties promptly  
128 and the Vessel shall perform these services by day  
129 and by night in accordance with the Hirer’s  
130 requirements.

131

132 7.2 The navigation and management of the Vessel  
133 shall be in the exclusive control and command of  
134 its Owners, Master and crew.

135

136 8. **THE OWNER’S OBLIGATIONS**

137 8.1 The Owner agrees to render the services set  
138 out in Box 9 Part I of this Agreement or as  
139 otherwise reasonably requested by the Hirer  
140 during the services to the Casualty identified in  
141 Box 6 Part I of this Agreement and shall, subject  
142 to the provisions of Clause 6 hereof, carry out the  
143 reasonable instructions of the Hirer in relation to  
144 such services.

145

146 8.2 Insofar as it is not inconsistent with the nature  
147 of the services to be rendered under this  
148 Agreement, the Owner and his Master and crew  
149 will exercise due care to prevent or minimise  
150 damage to the environment.

151

152 8.3 The Owner accepts that the services to be  
153 rendered pursuant to this Agreement are in the  
154 nature of salvage services to the Casualty  
155 identified in Box 6 Part I of this Agreement.

156

157 8.4 In consideration of the payment of the sums  
158 due under this Agreement the Owner confirms  
159 that neither he nor any of his servants or agents  
160 nor any of his sub-contractors nor their servants or  
161 agents will make any claim for salvage and/or  
162 Special Compensation under Art. 14 of the 1989  
163 Salvage Convention, or for payment under the  
164 Scopic Clause, against the Casualty, the subject of  
165 the salvage services by the Hirer, or against any  
166 other property in the same ownership as the said  
167 Casualty.

168

169 8.5 The Owner further agrees to indemnify the  
170 Hirer against the consequences of any such  
171 salvage claim by any of his servants or agents or  
172 his sub-contractors or their servants or agents  
173 including interest and costs reasonably incurred in  
174 respect of such claim provided that the Hirer gives  
175 notice in writing of such claim to the Owner as  
176 soon as they become aware of same. See Clause  
177 17.3 hereof.

178

179 9. **HIRER’S REPRESENTATIVE**

180 A representative of the Hirer who will be in  
181 operational control of the services with full  
182 authority to act on behalf of the Hirer (query  
183 you said Owner?) will be available during the  
184 salvage operations on the Casualty.

185

186 10. **PERMITS**

187 The Hirer shall obtain and maintain at its own  
188 cost all necessary licenses, approvals,  
189 authorisations or permits required to enable the  
190 Owner’s Vessel to undertake and complete the  
191 services without let or hindrance. The Owner  
192 shall provide the Hirer with all reasonable  
193 assistance in connection with the obtaining of  
194 such licenses, approvals, authorisations or  
195 permits.

196

197 11. **TOWING GEAR AND EQUIPMENT**

198 Subject to the provisions of Clause 16.1 (v)  
199 hereof, the Owner agrees to provide free of cost  
200 to the Hirer all tow wires, pennants, chains,  
201 springs, hausers, shackles, bridles and any other  
202 towing gear and all salvage equipment carried  
203 on board the Vessel.

204

205 12. **SEAWORTHINESS OF THE VESSEL**

206 The Owner will exercise due diligence to tender  
207 the Vessel to the Hirer at the commencement of  
208 this Agreement in a seaworthy condition and in  
209 all respects ready to perform the services set out  
210 in Box 9 Part I of this Agreement, but the  
211 Owner gives no other warranties express or  
212 implied.

213

214 13. **SUBSTITUTION OF THE VESSEL**

215 The Owner shall at all times have the right to  
216 substitute any vessel for any other vessel of  
217 adequate power, type and capability for the  
218 intended services and shall be at liberty to  
219 supply a vessel belonging to others for the  
220 whole or part of the services under this  
221 Agreement. Provided, however, that the main  
222 particulars and capabilities of the substituted  
223 vessel shall be subject to the Hirer’s prior  
224 approval which approval shall not be  
225 unreasonably withheld.

226

227 14. **TERMINATION**

228 14.1 The Hirer has the right to terminate the  
229 services to be carried out by the Owner under  
230 this Agreement at any time provided always  
231 that notice of such termination is given to the  
232 Owner in writing. In such event the Owner is  
233 entitled to be paid all stage payments due at that  
234 time and a proportion of the balance of the  
235 Lump Sum price calculated on a pro rata basis  
236 up to the time of termination and any other  
237 amounts due in accordance with the provisions

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238 of Boxes 10 and 12 Part I of this Agreement and  
239 Clause 16 hereof.

240  
241 14.2 Such termination of the services will be  
242 carried out with all reasonable despatch from the  
243 Owner, subject always to permission from the  
244 relevant Local Authority and to the safety of  
245 personnel and equipment involved in the services.  
246 Any additional expenses arising directly as a  
247 consequence of the instructions to discontinue or  
248 terminate the services shall be for the account of  
249 the Hirer.

250  
251 **15. TIME FOR PAYMENT AND INTEREST**

252 The Owner shall promptly invoice the Hirer for all  
253 sums payable under this Agreement. If any sums  
254 which become due and payable are not actually  
255 received by the Owner within the period specified  
256 in Box 14 Part I of this Agreement, they shall  
257 attract interest in accordance with the rate set out  
258 in Box 14 Part I.

259  
260 **16. EXTRA COSTS**

261 16.1 The following expenses/costs other than  
262 those normally payable by the Owner at the ports  
263 or places of mobilisation and de-mobilisation shall  
264 be paid by the Hirer as and when they fall due.

265  
266 (i) All port expenses, pilotage charges, harbour  
267 and canal dues and all other expenses of a  
268 similar nature levied upon or payable in  
269 respect of the Owners' Vessel arising out of  
270 these services.

271  
272 (ii) All costs in connection with clearance,  
273 agency fees, visas, guarantees and all other  
274 expenses of such kind relating to these  
275 services.

276  
277 (iii) All taxes and social security charges (other  
278 than those normally payable by the Owner in  
279 the country where it has its principal place of  
280 business and/or where the Vessel is  
281 registered), stamp duties or other levies  
282 payable in respect of or in connection with  
283 this Agreement, any import-export dues and  
284 any customs or excise duties.

285  
286 (iv) All costs incurred due to the requirements of  
287 Governmental or other authorities over and  
288 above those costs which would otherwise be  
289 reasonably incurred by the Owner in the  
290 execution of this Agreement.

291  
292 (v) All costs incurred by the Owner in respect of  
293 towing gear, salvage equipment, other  
294 portable equipment, materials or stores which  
295 are lost, damaged or sacrificed during the  
296 services provided that such loss, damage or  
297 sacrifice is immediately notified in writing to

298 the Hirer's representative and provided any  
299 loss or damage does not arise as a result of  
300 negligence on the part of the Owner, his  
301 servants or agents.

302  
303 16.2 If any such expenses/costs are in fact paid  
304 by or on behalf of the Owner (notwithstanding  
305 that the Owner shall under no circumstances be  
306 under any obligation to make such payments on  
307 behalf of the Hirer) the Hirer shall reimburse  
308 the Owner on the basis of the actual cost to the  
309 Owner plus a handling charge of the percentage  
310 amount indicated in Box 15 Part I of this  
311 Agreement upon presentation of invoice.

312  
313 **17. SECURITY**

314 17.1 The Hirer shall provide on signing of this  
315 Agreement an irrevocable and unconditional  
316 Bank guarantee in the sum and at the place  
317 indicated in Box 19 Part I of this Agreement or  
318 other security to the satisfaction of the Owner.

319  
320 17.2 Whether Box 19 of Part I be completed or  
321 not the Owner may at any time require  
322 reasonable security or reasonable further  
323 security to be provided by the Hirer to the  
324 satisfaction of the Owner for all or part of any  
325 amount which may be or become due under this  
326 Agreement. Such security shall be given on  
327 one or more occasions as and when required by  
328 the Owner.

329  
330 17.3 In the event of a claim arising under the  
331 provisions of Clause 6.4 hereof, the Owner will  
332 provide the Hirer with security in respect of  
333 such claim. Such security shall be reasonable  
334 as to both amount and form.

335  
336 **18. INSURANCE**

337 18.1 In entering into this Agreement the Owner  
338 warrants to the Hirer that he is carrying  
339 adequate and sufficient insurances on his  
340 Vessel for the nature of the services to be  
341 carried out under this Agreement.

342  
343 18.2 Such insurances will include, but not  
344 necessarily be limited to the following:

345  
346 (i) Hull insurance up to a level appropriate to  
347 the value of the Vessel.

348  
349 (ii) Protection and Indemnity Insurance.

350  
351 (iii) Pollution liability cover up to at least US  
352 \$500 million.

353  
354 (iv) Employers' liability cover in accordance  
355 with the law of the flag of the Vessel  
356 and/or the principal place of business of the  
357 Owner.

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358  
359 (v) Public liability cover in accordance with the  
360 law of the flag of the vessel and/or the  
361 principal place of business of the Owner.  
362  
363 (vi) Third party liability cover in accordance with  
364 the law of the flag of the Vessel and/or the  
365 principal place of business of the Owner.  
366  
367 19. **LIABILITIES**  
368 19.1 The Owner will indemnify and hold the  
369 Hirer harmless in respect of any liability adjudged  
370 due or claim reasonably compromised arising out  
371 of injury or death occurring during the services  
372 hereunder to any of the following persons:  
373  
374 - any servant or agent of the Owner  
375  
376 - any other person at or near the site of the  
377 operations for whatever purpose on behalf or  
378 at the request of the Owner.  
379  
380 19.2 The Hirer will indemnify and hold the Owner  
381 harmless in respect of any liability adjudged due  
382 or claim reasonably compromised arising from  
383 injury or death occurring during the services  
384 hereunder to any of the following persons:  
385  
386 - any servant or agent of the Hirer or of the  
387 casualty  
388  
389 - any other person at or near the site of the  
390 operations for whatever purpose on behalf or  
391 at the request of the Hirer.  
392  
393 19.3 The following shall be for the sole account of  
394 the Owner without any recourse to the Hirer his  
395 servants or agents whether or not the same is due  
396 to breach of contract, negligence or any other fault  
397 on the part of the Hirer his servants or agents.  
398  
399 (i) Subject to the provisions of Clause 15.1 (vi)  
400 hereof loss or damage of whatsoever nature  
401 howsoever caused to or sustained by the  
402 Owners' own or hired-in vessel.  
403  
404 (ii) Loss or damage of whatsoever nature caused  
405 to or suffered by third parties or their  
406 property by reason of contact with the  
407 Owners' own or hired-in vessel, or  
408 obstruction created by the presence of such  
409 vessel.  
410  
411 (iii) Loss or damage of whatsoever nature suffered  
412 by the Owner or by third parties or their  
413 property in consequence of the loss or  
414 damage referred to in (i) and (ii) above.  
415  
416 (iv) Any liability in respect of wreck removal or  
417 in respect of the expense of moving or

418 lighting or buoying the Owners' own or  
419 hired-in vessel or equipment or in respect  
420 of preventing or abating pollution  
421 originating from the Owners' own or  
422 hired-in vessel or equipment.  
423 The Owner will indemnify and hold the Hirer  
424 harmless in respect of any liability adjudged  
425 due to a third party or any claim by a third party  
426 reasonably compromised arising out of any  
427 such loss or damage. The Owner shall not in  
428 any circumstances be liable for any loss or  
429 damage suffered by the Hirer or caused to or  
430 sustained by the Casualty in consequence of a  
431 loss or damage howsoever caused to or  
432 sustained by the Vessel.  
433  
434 19.4 The following shall be for the sole  
435 account of the Hirer without any recourse to the  
436 Owner, his servants or agents whether or not  
437 the same is due to breach of contract,  
438 negligence or any other fault on the part of the  
439 Owner, its servant or agents.  
440  
441 (i) Loss or damage of whatsoever nature  
442 howsoever caused to or sustained by the  
443 Hirers' own or other hired-in vessel or  
444 equipment or to the Casualty, the subject of  
445 these services.  
446  
447 (ii) Loss or damage of whatsoever nature  
448 caused to or suffered by third parties or  
449 their property by reason of contact with the  
450 Hirers' own or other hired-in vessel or  
451 equipment, or the Casualty or obstruction  
452 created by the presence of such vessel or  
453 equipment, or the Casualty.  
454  
455 (iii) Loss or damage of whatsoever nature  
456 suffered by the Hirer or by third parties or  
457 their property in consequence of the  
458 damage referred to in (i) or (ii) above.  
459  
460 (iii) Any liability in respect of wreck removal  
461 or in respect of the expense of moving or  
462 lighting or buoying the Owners' own or  
463 other hired-in Vessel or equipment or the  
464 Casualty, the subject of these services or in  
465 respect of preventing or abating pollution  
466 from the Hirers' own or other hired-in  
467 vessel or equipment or from the Casualty,  
468 the subject of these services.  
469  
470 The Hirer will indemnify and hold the Owner  
471 harmless in respect of any liability adjudged  
472 due to a third party or any claim by a third party  
473 reasonably compromised arising out of any  
474 such loss or damage. The Hirer shall not in any  
475 circumstances be liable for any loss or damage  
476 suffered by the Owner or caused to or sustained  
477 by the Vessel in consequence of loss or damage

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478 howsoever caused to or sustained by the Casualty.  
479  
480 19.5 Save as otherwise expressly stipulated in  
481 this Agreement, neither the Owner nor the Hirer  
482 shall be liable to the other party for loss of profit,  
483 loss of use, loss of production or any other  
484 indirect or consequential damage for any reason  
485 whatsoever.

486  
487 19.6 Notwithstanding any provisions of this  
488 Agreement to the contrary, the Owner and the  
489 Hirer shall both have the benefit of all limitations  
490 of and exemptions from liability accorded to the  
491 Owners, Charterers, Managers or Operators of  
492 vessels by any applicable statute or rule of law for  
493 the time being in force and the same benefits are  
494 to apply regardless of the form of signatures given  
495 to this Agreement.

496  
497 20. **HIMALAYA CLAUSE**

498 All exceptions, exemptions, defences, immunities,  
499 limitations of liability, indemnities, privileges and  
500 conditions granted provided by this Agreement for  
501 the benefit of the Owner or the Hirer shall also  
502 apply to and be for the benefit of their respective  
503 sub-contractors, operators, Masters, Officers and  
504 crews and to and be for the benefit of all bodies  
505 corporate, parent of, subsidiary to, affiliated with  
506 or under the same management as either of them,  
507 as well as all Directors, Officers, servants and  
508 agents of the same and to and be for the benefit of  
509 all parties performing services within the scope of  
510 this Agreement for or on behalf of the Owner or  
511 the Hirer as servants, agents and sub-contractors  
512 of such parties. The Owner or the Hirer shall be  
513 deemed to be acting as agent or trustee of and for  
514 the benefit of all such persons and entities of the  
515 vessels set forth above but only for the limited  
516 purpose of contracting for the extension of such  
517 benefits to such persons, bodies and vessels.

518  
519 21. **EVIDENCE**

520 The Owner confirms that he will provide all  
521 necessary assistance to the Hirer in respect of the  
522 presentation of the Hirer's salvage claim by the  
523 provision and retention of all evidence in his  
524 possession or control relating to the salvage  
525 services and to their contribution to same  
526 including their provision of witness statements/  
527 reports, photographs and any other relevant  
528 documentary evidence. The Hirer agrees that he  
529 will pay the Owners' reasonable costs relating to  
530 the provision of the above evidence.

531  
532 22. **CONFIDENTIALITY**

533 The terms and conditions of this Agreement are  
534 confidential between the parties hereto. Neither  
535 party shall disclose such matters to any third party  
536 without the prior approval of the other party to  
537 this Agreement provided always that the Hirer

538 may provide details of this Agreement in any  
539 arbitration or other legal proceedings relating to  
540 his salvage claim against the Casualty, the  
541 subject of these services.

542  
543  
544 23. **GENERAL**

545 23.1 If any or more terms, conditions or  
546 provisions in this Agreement or any part thereof  
547 shall be held to be invalid, void or of no effect  
548 for any reason whatsoever, the same shall not  
549 affect the validity of the remaining terms,  
550 conditions or provisions which shall remain and  
551 subsist in full force and effect.

552 23.2 For the purposes of this Agreement unless  
553 the context otherwise requires, the singular  
554 shall include the plural and vice versa.

555  
556 23.3 Any extension of time granted by the  
557 Owner to the Hirer or any indulgence shown  
558 relating to the time limits set out in this  
559 Agreement shall not be a waiver of the Owner's  
560 right under this Agreement to act upon the  
561 Hirer's failure to comply with the time limits.

562  
563 24. **TIME FOR SUIT**

564 Save for the indemnity provisions under  
565 Clauses 6.5, 18 and 19 hereof, any claim which  
566 may arise out of or in connection with this  
567 Agreement or any of the services performed  
568 hereunder shall be notified by telex, facsimile,  
569 e-mail, cable or otherwise in writing to the  
570 party against whom such claim is made within  
571 6 months of completion or termination of the  
572 services hereunder and any suit shall be brought  
573 within one year of the time when the cause of  
574 action first arose. If either of these conditions  
575 is not complied with the claim and all rights  
576 whatsoever and howsoever shall be absolutely  
577 barred and extinguished.

578  
579 25. **LAW AND ARBITRATION**

580 **PROCEDURE**

581 25.1 In the event that Box 20 of Part I is not  
582 completed, then Clauses 25.2 to 25.6 hereof  
583 shall apply.

584  
585 25.2 This Agreement shall be governed by and  
586 construed in accordance with English law and  
587 any dispute arising out of this Agreement shall  
588 be referred to Arbitration in London in  
589 accordance with the Arbitration Acts 1950 and  
590 1979 or any statutory modification or re-  
591 enactment thereof for the time being in force.

592  
593 25.3 Any dispute arising hereunder shall be  
594 referred to the arbitrament of a sole arbitrator to  
595 be selected by the first party claiming  
596 arbitration from the persons currently on the  
597 panel of Lloyd's Salvage Arbitrators with a

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598 right of appeal from an award made by the  
599 arbitrator to either party by notice in writing to the  
600 other within 28 days of the date of publication of  
601 the original arbitrator’s award.

602 25.4 The arbitrator on appeal shall be the person  
603 currently acting as Lloyd’s Appeal Arbitrator or  
604 by agreement of the parties another member of the  
605 panel of Lloyd’s Salvage Arbitrators.

606  
607 25.5 No suit shall be brought before another  
608 Tribunal or in another jurisdiction except that  
609 either party shall have the option to bring  
610 proceedings to obtain conservative seizure or  
611 other similar remedy against any assets owned by  
612 the other party in any state or jurisdiction where  
613 such assets may be found.

614  
615 25.6 Both the arbitrator and appeal arbitrator shall  
616 have the same powers as an arbitrator and appeal  
617 arbitrator under LOF 2000 or any standard  
618 revision thereof including the power to order a  
619 payment on account of any monies due to the  
620 Owner pending final determination of any  
621 disputes between the parties hereto.

622  
623 26. ALTERNATIVE LAW AND  
624 ARBITRATION PROCEDURE

625 26.1 If Box 20 of Part I is completed and the  
626 parties nominate a place outside of England, then  
627 the provisions of Clause 26.2 hereof shall apply.

628  
629 26.2 Any dispute arising out of this Agreement  
630 shall be referred to arbitration at the place  
631 indicated in Box 20 Part I of this Agreement  
632 subject to the procedures applicable there. The  
633 laws of the place indicated in Box 20 Part I shall  
634 govern this Agreement.

635  
636 27. WARRANTY OF AUTHORITY

637 If at the time of making this Agreement or  
638 providing any services under this Agreement at  
639 the request express or implied of the Hirer the  
640 Owner is not the actual owner of the Vessel  
641 identified in Box 4 Part I, the Owner warrants that  
642 it is authorised to make this Agreement.