



LLOYD'S STANDARD FORM OF SALVAGE AGREEMENT

(Approved and Published by the Council of Lloyd's)

LLOYD'S SALVAGE ARBITRATION CLAUSES 2024

1 Introduction

- 1.1 These clauses ("the LSAC") or any revision thereof which may be published with the approval of the Council of Lloyd's are incorporated into and form an integral part of every contract for the performance of salvage services undertaken on the terms of Lloyd's Standard Form of Salvage Agreement as published by the Council of Lloyd's and known as LOF 2024 ("LOF 2024" or "the Agreement" which expressions include the LSAC).
- 1.2 All notices communications and other documents required to be sent to the Council of Lloyd's should be sent to:
- Salvage Arbitration Branch
Lloyd's
One Lime Street
London EC3M 7HA
- Tel: +44 (0) 20 7327 5408/5407
E-mail: lloyds-salvage@lloyds.com
- 1.3 Details of the Council of Lloyd's fees and those currently payable for an Arbitrator's services, together with applicable booking and cancellation charges, may be found at www.lloyds.com or will be provided on application to Lloyd's Salvage Arbitration Branch at the address set out in clause 1.2 above.
- 1.4 Particular attention should be paid to the Fast Track Documents Only (FTDO) provisions which are set out in clause 9.

2 Overriding Objective

In construing the Agreement or on the making of any arbitral order or award regard shall be had to the overriding purposes of the Agreement namely:

- 2.1 to seek to promote safety of life at sea, the preservation of property at sea and, during the salvage operations, to prevent or minimise damage to the environment;
- 2.2 to ensure that its provisions are operated in good faith and that it is read and understood to operate in a reasonably businesslike manner;
- 2.3 to encourage cooperation between the parties and with relevant authorities;
- 2.4 to ensure that the reasonable expectations of salvors and owners of salvaged property are met and
- 2.5 to ensure that it leads to a fair and efficient disposal of disputes between the parties whether amicably, by mediation or by arbitration within a reasonable time and at a reasonable cost.

3 Definitions

In the Agreement and these clauses and unless there is an express provision to the contrary:

- 3.1 "Award" includes an interim or provisional Award and "Appeal Award" means any Award including any interim or provisional Award made by the Appeal Arbitrator appointed under clause 11.2.

- 3.2 “personal effects or baggage” as referred to in Box 2 of the Agreement means those which the passenger, Master and/or crew member have in their cabin or are otherwise in their possession, custody or control and shall include any private motor vehicle accompanying a passenger and any personal effects or baggage in or on such vehicle.
- 3.3 “Convention” means the International Convention on Salvage 1989 as enacted by section 224, Schedule II of the Merchant Shipping Act 1995 (and any amendment of either) and any term or expression in the Convention has the same meaning when used in the Agreement.
- 3.4 “Council” means the Council of Lloyd’s
- 3.5 “days” means calendar days
- 3.6 “Owners” means the owners of the property referred to in box 2 of the Agreement
- 3.7 “owners of the vessel” includes the demise or bareboat charterers of that vessel.
- 3.8 “special compensation” refers to the compensation payable to salvors under Article 14 of the Convention.
- 3.9 “SCOPIC Clause” refers to the agreement made between (1) members of the International Salvage Union (2) the International Group of P&I Clubs and (3) certain property underwriters which first became effective on 1st August 1999 and includes any replacement or revision thereof. All references to the SCOPIC Clause in the Agreement shall be deemed to refer to the version of the SCOPIC Clause current at the date the Agreement is made.

4 Provisions as to Security, Maritime Lien and Right to Arrest

- 4.1 The Contractors shall, immediately after the termination of the services or sooner, notify the Council and where practicable the Owners of the amount for which they demand salvage security (inclusive of costs expenses and interest) from each of the respective Owners.
- 4.2 Where a claim is made or may be made for special compensation, the owners of the vessel shall, on the demand of the Contractors whenever made, provide security for the Contractors’ claim for special compensation provided always that such demand is made within 2 years of the date of termination of the services.
- 4.3 The security referred to in clauses 4.1. and 4.2. above shall be demanded and provided in the currency specified in Box 4 of the Agreement or in United States Dollars if no such alternative currency has been agreed.
- 4.4 The amount of any such security shall be reasonable in the light of the knowledge available to the Contractors at the time when the demand is made and any further facts which come to the Contractors’ attention before security is provided. The arbitrator appointed under clause 5 hereof and/or in appropriate circumstances the Appeal Arbitrator may, at any stage of the proceedings, order that the amount of security be reduced or increased as the case may be.
- 4.5 Unless otherwise agreed such security shall be provided:
- (i) to the Council,
 - (ii) in a form approved by the Council and
 - (iii) by person firms or corporations acceptable to the Council or acceptable to the Contractors.
- The Council shall not be responsible for the sufficiency (whether in amount or otherwise) of any security which shall be provided nor the default or insolvency of any person firm or corporation providing the same.
- 4.6 The owners of the vessel including their servants and agents shall use their best endeavours to ensure that none of the property salvaged is released until security has been provided in respect of that property in accordance with clause 4.5.
- 4.7 Until security has been provided as aforesaid the Contractors shall have a maritime lien on the property salvaged for their remuneration.
- 4.8 Until security has been provided the property salvaged shall not without the consent in writing of the Contractors (which shall not be unreasonably withheld), be removed from the place to which it has been taken by the Contractors under clause A of the Agreement. Where such consent is given by the Contractors on condition that they are provided with temporary security pending completion of the voyage, the Contractors’ maritime lien on the property salvaged shall remain in force to the extent necessary to enable the Contractors to compel the provision of security in accordance with clause 4.5.

- 4.9 The Contractors shall not arrest or detain the property salvaged unless:
- (i) security is not provided within 21 days after the date of the termination of the services or
 - (ii) they have reason to believe that the removal of the property salvaged is contemplated contrary to clause 4.8. or
 - (iii) any attempt is made to remove the property salvaged contrary to clause 4.8.

5 Appointment of Arbitrator

- 5.1 Whether or not security has been provided, the Council shall appoint an arbitrator ("the Arbitrator") upon receipt of a written request. Any party requesting the appointment of an Arbitrator shall, if required by the Council, undertake to the Council's reasonable satisfaction, to pay the reasonable fees and expenses of the Council and those of the Arbitrator and the Appeal Arbitrator.
- 5.2 The Arbitrator, the Appeal Arbitrator and the Council may charge reasonable fees and expenses for their services whether the arbitration proceeds to a hearing or not. Such fees and expenses shall be treated as part of the costs of the arbitration.
- 5.3 The Arbitrator, or the Appeal Arbitrator as the case may be, shall be entitled to satisfactory security for their reasonable fees and expenses, whether such fees and expenses have been incurred already or are reasonably anticipated.

6 Arbitrator's Powers

- 6.1 All references in this clause to the Arbitrator shall include the Appeal Arbitrator where the circumstances so permit.
- 6.2 In addition to all powers conferred by the Arbitration Act 1996 (or any amendment thereof) the Arbitrator shall have power:
- (i) to conduct the arbitration in such a manner in all respects as they may think fit, subject always to the application of these LSAC clauses;
 - (ii) to make such orders as to costs, fees and expenses as may be fair and just;
 - (iii) to direct that the recoverable costs of the arbitration or of any part of the proceedings shall be limited to a specified amount;
 - (iv) to make any orders required to ensure that the arbitration is conducted in a fair and efficient manner consistent with the aim to minimise delay and expense in addition to arranging such meetings to determine all applications made by the parties as may be necessary for that purpose;
 - (v) to conduct all such meetings by means of a video conference or telephone call;
 - (vi) on their own initiative, or upon the application of a party to correct any award (whether interim, provisional or final) or to make an additional award in order to rectify any mistake error or omission provided that (i) any such correction is made within 28 days of the date of publication of the relevant award by the Council (ii) any additional award is made within 56 days of the said date of publication or, in either case, such longer period as the Arbitrator may in their discretion allow;
 - (vii) to terminate the Agreement on application under clause 18, where the Arbitrator considers it fair and just to do so, having in mind the interests of all the interested parties.
- 6.3 The Arbitrator shall have power in their absolute discretion to include in the amount awarded to the Contractors the whole or part of any expenses reasonably incurred by the Contractors in:
- (i) ascertaining demanding and obtaining the amount of security reasonably required;
 - (ii) enforcing and/or protecting by insurance or otherwise or taking reasonable steps to enforce and/or protect their lien;
 - (iii) securing the payment of the fees and expenses of the Council, the Arbitrator and the Appeal Arbitrator.
- 6.4 The Arbitrator shall have power to make, but shall not be bound to make, a consent award between such parties as so consent with or without full arbitral reasons.
- 6.5 The Arbitrator shall have power to make a provisional or partial award or awards including payments on account on such terms as may be fair and just.

- 6.6 If it be proved that an inducement has been offered to the Contractors in relation to the Agreement or at any stage thereafter, the Arbitrator shall have power to take account of this, including depriving the Contractors of their Award or part thereof, as they think fit.
- 6.7 The Arbitrator shall have the power to order one or more of the parties to provide security as referred to in clause 5.3 in a sum or sums and in a form to be determined by the Arbitrator. The said power may be exercised from time to time as the Arbitrator considers appropriate.
- 6.8 In addition, the Appeal Arbitrator shall have power to:
- (i) admit the evidence or information which was before the Arbitrator together with the Arbitrator's Notes and reasons for their Award, any transcripts of evidence and such additional evidence or information as they may think fit;
 - (ii) confirm, increase or reduce the sum(s) awarded by the Arbitrator and to make such order as to the payment of interest on such sum(s) as they may think fit;
 - (iii) confirm revoke or vary any order and/or declaratory award made by the Arbitrator;
 - (iv) award interest on any fees and expenses charged under clause 5.2 from the expiration of 28 days after the date of publication by the Council of the Appeal Arbitrator's Award until the date payment is received by the Council both dates inclusive.

7 Representation of Parties

- 7.1 Any party to the Agreement who wishes to be heard or to adduce evidence shall appoint an agent or representative to receive correspondence and notices for and on behalf of that party and shall give written notice of such appointment to the Council.
- 7.2 Service on such agent or representative by letter or e-mail shall be deemed to be good service on the party which has appointed that agent or representative.
- 7.3 Any party who fails to appoint an agent or representative as aforesaid shall be deemed to have renounced their right to be heard or adduce evidence.
- 7.4 Where an Owner of salvaged cargo has not appointed an agent or representative on their behalf to receive correspondence and notices, but security has been put up on behalf of the Owner of salvaged cargo, service of correspondence and notices upon the party or parties who have provided such security shall be deemed to constitute proper notification to such Owner of salvaged cargo.

8 Arbitration Procedure

Introduction

- 8.1 Every arbitration where the security demand is US\$10 million or less will be dealt with on a fast-track documents-only ("FTDO") basis unless the Arbitrator orders otherwise.
- 8.2 The FTDO procedure will not apply in those cases where, upon application by one or more parties, the Arbitrator considers that an oral hearing is needed or appropriate. Such cases are likely to (but will not necessarily) include those involving allegations of bad faith, criticism of Contractors, complex factual issues and/or complex expert issues.
- 8.3 Every arbitration where the security demand is more than US\$10 million shall be dealt with in accordance with the Oral Hearing procedure unless the Arbitrator orders that it should be dealt with under the FTDO procedure. The arbitration shall take place in London unless (i) all represented parties agree to some other place for the whole or part of the Arbitration and (ii) any such agreement is approved by the Arbitrator on such terms as to the Arbitrator's travel and accommodation expenses as the Arbitrator may see fit to impose.

Preliminary Meeting

- 8.4 Within 6 weeks of being appointed or so soon thereafter as reasonably possible, the Arbitrator shall convene a preliminary meeting with the parties for the purpose of giving directions as to the manner in which the arbitration is to be conducted. This preliminary meeting shall be conducted either in person or by video conference.
- 8.5 The Arbitrator may dispense with the requirement for a preliminary meeting if the represented parties agree a consent order for directions which the Arbitrator is willing to approve. For the purposes of obtaining such approval, the Arbitrator must be provided by the Contractors or their representatives, with a brief summary of the case in the form of a check list, and with any other party providing such comments as they deem appropriate so that the Arbitrator is in a position to decide whether or not to approve the consent order.

8.6 Should any party wish to contend that the FTDO procedure should not be followed in a case where the security demand is US\$10 million or less or that the oral hearing procedure should not be followed in a case where the security demand is greater than US\$10 million, then this must be raised by that party at the preliminary meeting and determined by the Arbitrator at or following that meeting. In determining the manner in which the arbitration is to be conducted, the Arbitrator shall have regard to:

- (i) the interests of unrepresented parties; and
- (ii) the Overriding Objective set out in clause 2.

9 The FTDO procedure

9.1 Where the arbitration is dealt with on the FTDO basis the following procedure will normally be followed.

9.2 By the dates fixed by the Arbitrator:

Documents

- (i) The Contractors will provide to the Arbitrator and all other Respondent Interests a bundle, not exceeding 100 pages, which comprises the documents and statements upon which it intends to rely. These 100 pages will not include the LOF, the Certificate of Redelivery, any Daily Progress Reports (or equivalent), any Schedules of Values, the Contractors' status bundle, and key personnel CV's which can be provided in addition.
- (ii) The Respondent Interests shall provide to the Arbitrator and all other parties bundles of documents, not exceeding 75 pages for each Respondent Interest, upon which they intend to rely. These documents shall not include any of the documents that have been disclosed by the Contractors.

Submissions

- (iii) The Contractors will provide to the Arbitrator and all other Respondent Interests submissions not exceeding 6,000 words to the Arbitrator and to the other parties. These submissions will include the Contractors case on all relevant matters, including interest, currency adjustment and costs.
- (iv) The Respondent interests will then provide submissions to the Arbitrator, the Contractors and to any other parties on the following basis (i) where there is a single interest, not exceeding 6,000 words, (ii) where there are multiple parties; not exceeding 4,000 words per Respondent. These submissions will include the Respondents' case on all relevant matters, including those matters raised by the Contractors in their submissions, and will also address interest, currency adjustment and costs. Where there is more than one Respondent the Respondents will cooperate with each other in order to avoid the duplication of submissions.
- (v) The Contractors will then provide to the Arbitrator and all other Respondent Interests their submissions in reply to the matters raised by the Respondent Interests. These submissions will not exceed 4,000 words.

The Award

9.3 The Arbitrator will, as soon as reasonably possible thereafter, send the Award and Reasons to the Salvage Arbitration Branch of Lloyd's for publication.

9.4 The Arbitrator's Award shall (subject to any appeal as provided for below) be final and binding on all the parties concerned whether they were represented at the arbitration or not and shall be published by the Council.

Costs and Fees

9.5 The Arbitrator's fees for an FTDO arbitration will be determined according to the charges capped and published from time to time by the Salvage Arbitration Branch of Lloyd's. The Arbitrator will be entitled to charge separately in respect of any fees incurred in respect of work not included within the scope of the FTDO arbitration.

9.6 The Arbitrator shall have power to order any party to pay the costs of any other party and to determine the amount of such costs. The maximum costs recoverable by any party to an FTDO arbitration will be those capped and published from time to time by the Salvage Arbitration Branch of Lloyd's. The reasonable costs and disbursements of obtaining security or of enforcing a lien or liens or of the preliminary meeting, are not within the scope of the maximum costs recoverable under this paragraph. Notwithstanding the foregoing, the Arbitrator shall have reserved to them the power to make costs orders in such amount as they deem fit against any party that they consider is causing costs to be incurred unnecessarily.

9.7 The Salvage Arbitration Branch of Lloyd's is entitled to recover its capped charges as published from time to time and this will include the cost of publishing the Award. The Salvage Arbitration Branch of Lloyd's will be entitled to charge separately in respect of any fees incurred in respect of work not included within the scope of the FTDO arbitration.

10 The Oral Hearing Procedure

10.1 Where the arbitration is dealt with by way of an oral hearing, the following procedure will normally be followed.

Order for Directions

10.2 The initial order for directions shall include:

- (i) a date for disclosure of documents;
- (ii) a date for proof of values;
- (iii) a date by which any party must identify any issue(s) in the case which are likely to necessitate the service of pleadings;
- (iv) a date for a progress meeting or additional progress meetings unless all represented parties with reasonable notice agree that this is unnecessary;
- (v) unless otherwise agreed and ordered by the Arbitrator, a date for the hearing and estimates for the time likely to be required by the Arbitrator to read evidence in advance and for the length of the hearing;
- (vi) any other matters considered by the Arbitrator to be appropriate to be included in the initial order.

Disclosure of Documents

10.3 Unless otherwise agreed or ordered, disclosure shall be limited to the following classes of document:

- (i) logs and any other contemporaneous records (including all electronic data and notebooks) maintained by the Respondents' personnel and personnel employed by the Contractors (Including any subcontractors) and their respective surveyors or consultants in attendance during all or part of the salvage services;
- (ii) working charts, photographs, video or film records;
- (iii) contemporaneous documents, including all email messages (plus attachments), facsimiles and telexes;
- (iv) survey reports;
- (v) documents relevant to the proof of:
 - (a) out of pocket expenses
 - (b) salvaged values
 - (c) the particulars and values of all relevant salving tugs or other craft and equipment
- (vi) statements of witnesses of fact or other privileged documents on which the party wishes to rely.

Expert Evidence

10.4 No expert evidence shall be adduced in the arbitration without the Arbitrator's permission.

10.5 The Arbitrator shall not give such permission unless satisfied that expert evidence is reasonably necessary for the proper determination of an issue arising in the arbitration.

10.6 Save in exceptional circumstances, no party shall be given permission to adduce evidence from more than one expert in each field requiring expert evidence.

10.7 Any application for permission to adduce expert evidence must be made at the latest within 14 days after disclosure of relevant documents has or ought to have been given.

Mediation

10.8 The Arbitrator shall ensure that in all cases the represented parties are informed of the benefit which might be derived from the use of mediation.

Hearing of the Arbitration

10.9 The Arbitrator shall not, unless agreed by all represented parties, fix or accept a date for the hearing of the Arbitration unless the Arbitrator will have sufficient time to read the principal evidence, hear the Arbitration and produce the Award to the Council for publication in a reasonable period after the conclusion of the hearing.

- 10.10 The date fixed for the hearing shall be maintained unless application to alter the date is made to the Arbitrator within 14 days of the completion of discovery or unless the Arbitrator, in the exercise of their discretion, considers that an adjournment is necessary or desirable in the interests of justice or fairness.
- 10.11 Unless all parties represented in the arbitration agree otherwise the Arbitrator shall relinquish their appointment if a hearing date cannot be agreed, fixed or maintained in accordance with paragraph 10.9 and/or 10.10 above due to the Arbitrator's commitments. In that event the Council shall appoint another Arbitrator who is able to meet the requirements of these paragraphs.

The Award

- 10.12 **Currency.** Awards in respect of salvage remuneration or special compensation (including payments on account) shall be made in the currency specified in Box 4 of the Agreement or in United States dollars if no such alternative currency has been agreed.
- 10.13 **Interest.** Unless the Arbitrator in their discretion otherwise decides, the Contractors shall be entitled to interest on any sums awarded in respect of salvage remuneration or special compensation (after taking into consideration any sums already paid to the Contractors on account) from the date of termination of the services until the date on which the Award is published by the Council and at a rate to be determined by the Arbitrator.
- 10.14 In the usual case the Contractors will be entitled to simple interest. The Arbitrator may, however, exercise their statutory power to make an award of compound interest if the Contractors have been deprived of their salvage remuneration or special compensation for an excessive period whether as a result of the Respondents' misconduct or in other exceptional circumstances.
- 10.15 If the sum(s) awarded to the Contractors (including the fees and expenses referred to above) are not paid to the Contractors or to the Council by the payment date specified in the Award, the Contractors shall be entitled to additional interest on such outstanding sums from the payment date until the date payment is received by the Contractors or the Council (both dates inclusive) and at a rate which the Arbitrator shall in their absolute discretion determine in their Award.
- 10.16 **Currency Correction.** In considering what sums of money have been expended by the Contractors in rendering the services and/or in fixing the amount of the Award and/or Appeal Award, the Arbitrator or Appeal Arbitrator shall to such an extent and insofar as it may be fair and just in all the circumstances, give effect to the consequences of any change or changes in the relevant rates of exchange which may have occurred between the date of termination of the services and the date on which the Award or Appeal Award is made.
- 10.17 **Final and binding.** The Arbitrator's Award shall (subject to any appeal as provided for below) be final and binding on all the parties concerned, whether they were represented at the arbitration or not, and shall be published by the Council.

11 Appeals and Cross Appeals

- 11.1 Any party may appeal from an Award by giving written notice to the Council to be received no later than 21 days after the date upon which the Award was published by the Council.
- 11.2 On receipt of a Notice of Appeal the Council shall refer the appeal to the Appeal Arbitrator as designated by the Council ("the Appeal Arbitrator").
- 11.3 Any party who has not already given Notice of Appeal under clause 11.1 may give a Notice of Cross Appeal to the Council within 21 days of that party having been notified that the Council has received Notice of Appeal from another party.
- 11.4 Notice of Appeal or Cross Appeal shall be given to the Council by letter or e-mail.
- 11.5 If any Notice of Appeal or Notice of Cross Appeal is withdrawn prior to the hearing of the Appeal Arbitration, that appeal arbitration shall nevertheless proceed for the purpose of determining any matters which remain outstanding.
- 11.6 In all cases grounds of appeal or cross appeal will be given to the Appeal Arbitrator within 21 days of the Notice of Appeal or Cross Appeal unless an extension of time is agreed.
- 11.7 Any respondent to an appeal who intends to contend that the Award of the Arbitrator should be affirmed on grounds other than those relied upon by the Arbitrator shall give notice to that effect specifying the grounds of their contention within 14 days of receipt of the grounds of appeal unless an extension of time is agreed.
- 11.8 The Appeal Arbitrator's Award shall be published by the Council.

An Appeal in a FTDO arbitration

- 11.9 Where an Appeal is brought from an Award made under the FTDO procedure the following procedure will be adopted.
- 11.10 Within 14 days after service of the Notice of Appeal or, where applicable, any Cross Appeal, the Appellants shall provide the Appeal Arbitrator with a bundle consisting of:
- (i) The documents provided to the Arbitrator pursuant to the FTDO procedure, and
 - (ii) The submissions of the parties at first instance, including the Contractors' Reply (if any); and
 - (iii) Their submissions on Appeal not exceeding 4,000 words. The submissions on Appeal shall include the appellants' case on interest, currency adjustment and costs.
- 11.11 Within 14 days thereafter the Respondents to the Appeal and Cross Appeal shall provide to the Appeal Arbitrator their submissions on Appeal or on any Cross-Appeal, each not exceeding 4,000 words. These submissions will include the Respondents' case on interest, currency adjustment and costs. Where there is more than one Respondent they will cooperate with each other to the fullest possible extent with a view to avoiding duplication of submissions on Appeal.
- 11.12 Within 10 days thereafter, the Appellants shall provide to the Appeal Arbitrator their submissions in reply not exceeding 2,500 words, alternatively a letter stating that they do not intend to provide submissions in reply.
- 11.13 As soon as reasonably possible thereafter the Appeal Arbitrator will send the Appeal Award and Reasons to the Salvage Arbitration Branch of Lloyd's.
- 11.14 The Appeal Arbitrator's fees for an FTDO appeal will be determined according to the charges capped and published from time to time by the Salvage Arbitration Branch of Lloyd's. The Appeal Arbitrator will be entitled to charge separately in respect of any fees incurred in respect of work not included within the scope of the FTDO arbitration.
- 11.15 The Appeal Arbitrator shall have power to order any party to pay the costs of any other party and to determine the amount of such costs. The maximum costs recoverable by any party to an FTDO appeal arbitration will be those capped and published from time to time by the Salvage Arbitration Branch of Lloyd's. The reasonable costs and disbursements of obtaining security or of enforcing a lien or liens are not within the scope of the maximum costs recoverable under this paragraph.
- 11.16 The Salvage Arbitration Branch of Lloyd's is entitled to recover its capped charges as published from time to time and this will include the cost of publishing the Award on Appeal. The Salvage Arbitration Branch of Lloyd's will be entitled to charge separately in respect of any fees incurred in respect of work not included within the scope of the FTDO appeal arbitration.

An Appeal from an Award following an Oral Hearing

- 11.17 Where an appeal is brought from an Award made after an oral hearing the Appeal Arbitrator will give directions for the appeal.

12 Provisions as to Payment

- 12.1 When publishing the Award the Council shall call upon the party or parties concerned to pay all sums due from them which are quantified in the Award (including the fees and expenses referred to in clause 5.2) not later than 28 days after the date of publication of the Award ("the payment date").
- 12.2 If the sums referred to in clause 12.1 (or any part thereof) are not paid within 56 days after the date of publication of the Award (or such longer period as the Contractors may allow) and provided the Council has not received Notice of Appeal or Notice of Cross Appeal the Council shall realise or enforce the security given to the Council under clause 4.5 by or on behalf of the defaulting party or parties subject to the Contractors' providing the Council with any indemnity the Council may require in respect of the costs the Council may incur in that regard.
- 12.3 In the event of an appeal and upon publication by the Council of the Appeal Award the Council shall call upon the party or parties concerned to pay the sum(s) awarded. In the event of non-payment and subject to the Contractors providing the Council with any costs indemnity required as referred to in clause 12.2 the Council shall realise or enforce the security given to the Council under clause 4.5 by or on behalf of the defaulting party.
- 12.4 If any sum(s) shall become payable to the Contractors in respect of salvage remuneration or special compensation (including interest and/or costs) as the result of an agreement made between the Contractors and the Owners or any of them, the Council shall, if called upon to do so and subject to the Contractors providing to the Council any costs indemnity required as referred to in clause 12.2 realise or enforce the security given to the Council under clause 4.5 by or on behalf of that party.

- 12.5 Where (i) no security has been provided to the Council in accordance with clause 4.5 or (ii) no Award is made by the Arbitrator or the Appeal Arbitrator (as the case may be) because the parties have been able to settle all matters in issue between them by agreement, the Contractors shall be responsible for payment of the fees and expenses referred to in clause 5.2. Payment of such fees and expenses shall be made to the Council within 28 days of the Contractors or their representatives receiving the Council's invoice failing which the Council shall be entitled to interest on any sum outstanding at UK Base Rate prevailing on the date of the invoice plus 2% per annum until payment is received by the Council.
- 12.6 If an Award or Appeal Award directs the Contractors to pay any sum to any other party or parties including the whole or any part of the costs of the Arbitration and/or Appeal Arbitration the Council may deduct from sums received by the Council on behalf of the Contractors the amount(s) so payable by the Contractors unless the Contractors provide the Council with satisfactory security to meet their liability.
- 12.7 Save as aforesaid every sum received by the Council pursuant to this clause shall be paid by the Council to the Contractors or their representatives whose receipt shall be a good discharge for it.
- 12.8 Without prejudice to the provisions of clause 4.5 the liability of the Council shall be limited to the amount of security provided to it.

13 Awards

- 13.1 The Council will ordinarily make available the Award or Appeal Award and Reasons on www.lloyds.com (the website) except where the Arbitrator or Appeal Arbitrator has ordered, in response to representations by any party to the Award or Appeal Award, that there is a good reason for deferring or withholding them. Any party may apply to make such representations to the Arbitrator (with all other parties in copy) provided a written notice of its intention to do so is received by the Council no later than 21 days after the date on which the Award or Appeal Award was published by the Council.
- 13.2 Subject to any order of the Arbitrator or Appeal Arbitrator, the Award, or Appeal Award, and Reasons will be made available on the website as soon as practicable after expiry of the 21 day period referred to in clause 13.1.
- 13.3 In the event of an appeal being entered against an Award, the Award and Reasons shall not be made available on the website until either the Appeal Arbitrator has issued their Appeal Award or the Notice of Appeal is withdrawn subject always to any order being made in accordance with clause 13.1.

14 Special Cargo Provisions

- 14.1 Where:
- (i) A settlement agreement or settlement agreements have been reached between the Contractors and some Owners of salvaged cargo, and
 - (ii) The total value of the cargo(es) owned by those Owners comprises at least 75% by value of the salvaged cargo represented in accordance with clause 7 of these clauses,

The Arbitrator shall have the power at any time to call for (unless privileged) and take into account the terms of any such settlement agreement(s) and to give to it or them such weight as seems to the Arbitrator to be appropriate when assessing the salvage award against the Owners of all unrepresented cargo who have not settled at the time of the said agreement.

- 14.2 Where the cost of proceeding against a contributing cargo interest is likely to be disproportionate to its liability for salvage, the Arbitrator may at any stage of the proceedings order and direct that all such contributing cargo interests with a total salvaged value of their interests (which may be estimated or actual) below a figure to be decided by the Arbitrator shall be omitted from the salvaged fund and excused from liability for salvage.

15 General Provisions

Lloyd's documents:

- 15.1 Any Award notice authority order or other document signed by the Chairman of Lloyd's or any person authorised by the Council for the purpose shall be deemed to have been duly made or given by the Council and shall have the same force and effect in all respects as if it had been signed by every member of the Council.

Data Collection:

- 15.2 As soon as practicable after completion of salvage services, and in any event within the timeframes set out immediately below, the Contractors and / or the owners of the property, as applicable, shall provide to the Council of Lloyd's the following information:

- (i) Environmental, Social and Governance Data (to be provided within 60 days of termination of the services). Information set out in the ESG Data Collection Form (a copy of which is available through the Salvage Arbitration Branch at Lloyd's).
- (ii) Salvaged Values Data (to be provided within 60 days of termination of the services).

Amount and currency of property salvaged (in the event that the Contractors have been unable to agree or to confirm such salvaged values, the Contractors should provide an estimate, such estimate to be updated when such information becomes available).

- (iii) Settlement Data (to be provided within 60 days of conclusion of a settlement).
 - (a) Amount and currency of settlement;
 - (b) Apportionment of settlement (shown as a percentage) as between ship, cargo, freight, bunkers, stores and others (to the extent applicable); and
 - (c) Date of settlement (with the last remaining party).

15.3 The information provided under this clause will be collected, aggregated and anonymised by the Council of Lloyd's for publication on an annual basis, available at www.lloyds.com.

15.4 Lloyd's will keep confidential the information received pursuant to this clause, and will use it only for the purpose set out herein.

16 Contractors' personnel and sub-contractors

16.1 The Contractors may claim salvage on behalf of their employees and any other servants or agents who participate in the services and shall upon request provide the Owners with a reasonably satisfactory indemnity against all claims by or liabilities to such employees, servants or agents.

16.2 The Contractors may engage the services of subcontractors for the purpose of fulfilling their obligations under clauses A and B of the Agreement but the Contractors shall nevertheless remain liable to the Owners for the due performance of those obligations.

16.3 In the event that subcontractors are engaged as aforesaid the Contractors may claim salvage on behalf of the subcontractors including their employees servants or agents and shall, if called upon so to do provide the Owners with a reasonably satisfactory indemnity against all claims by or liabilities to such subcontractors their employees servants or agents.

17 Disputes under SCOPIC Clause

17.1 Any dispute arising out of the SCOPIC Clause (including as to its incorporation or invocation) or the operations thereunder shall be referred for determination to the Arbitrator appointed under clause 5 hereof whose Award shall be final and binding subject to Appeal as provided in clause 11 thereof.

18 Contractor's Special Right to Terminate

18.1 In the event that the Owner validly terminates SCOPIC in accordance with SCOPIC clause 9(i) but the Contractors are unable to invoke the termination provisions under SCOPIC clause 4(ii), then the Contractors shall have the right to apply to the Arbitrator for an order that: -

- (i) they are no longer bound by the terms and conditions of the Agreement and,
- (ii) that the Agreement be deemed terminated without prejudice to:-
 - (a) the Contractors' right to recover SCOPIC up to the date of termination thereof, including any demobilization payments as may be due and,
 - (b) the Contractors' rights to recover under Article 13 of the convention.

18.2 Such application to be made within a reasonable time from the date of termination of SCOPIC.

19 Lloyd's Publications

19.1 Any guidance published by or on behalf of the Council relating to matters such as the Convention the workings and implementation of the Agreement is for information only and forms no part of the Agreement.