

1. Date and place of Agreement		<b>RECOMMENDED INTERNATIONAL OCEAN TOWAGE AGREEMENT (DAILY HIRE) CODE NAME: "TOWHIRE"</b>	
2. Tugowner/place of business		3. Hirer/place of business	
4. <u>Tow</u> (name and type)		5. Gross tonnage/displacement tonnage	
6. Maximum length/maximum breadth & towing draught (fore and aft)		7. Flag and place of registry	
8. Registered owners		9. Classification society	
10. P. & I. liability insurers		11. General condition of tow	
12. Particulars of cargo and/or ballast and/or other property on board the tow			
13. <u>Tug</u> (name and type)		14. Flag and place of registry	
15. Gross tonnage		16. Classification society	
17. P. & I. liability insurers			
18. Certificated bollard pull (if any)		19. Indicated horse power	
20. Estimated daily average bunker oil consumption in good weather and smooth water			
(a) at full towing power with tow			
(b) at full sea speed without tow			
21. Winches and main towing gear			

22. Nature of service(s) (Cl. 1)		
23. Place of departure (Cl. 7)	24. Date of departure	25. Place of destination (Cl. 8)
26. Contemplated route (Cl. 17)		
27. Notices (state number of hours/days notice of arrival of tug at place of departure and to whom to be given)		28. Notices (state number of hours/days notice of arrival of tug and tow at place of destination and to whom to be given)
29. Riding crew to be provided by (also state number to be provided) (Cl. 9)		30. If riding crew provided by Tugowner state amount per man per day payable by Hirer (Cl. 9)
31. Mobilisation payment (optional, only to be filled in if expressly agreed) (Cl. 2(e))		32. Demobilisation payment (optional, only to be filled in if expressly agreed) (Cl. 2(f))
33. Daily rate of hire and advance payment period(s) (Cl. 2(a))		34. Payment of hire and for riding crew (if any) (state currency, mode of payment, place of payment and bank account) (Cl. 2(b))
35. Minimum period of hire, if any agreed		36. Commencement of period of hire (Cl. 2(a))
37. Termination of period of hire (Cl. 2(a))		38. Cancelling date, if any agreed (Cl. 16(e))
39. Interest rate (%) per annum to run from (state number of days) after any sum is due (Cl. 5)		40. Security (state sum, by whom to be provided and when) (optional, only to be filled in if expressly agreed) (Cl. 6)
41. Cost of bunker oil and lubricating oils (state whether included or excluded from daily rate of hire; if included state type of bunkers and cost per metric tonne (per litre for lubricating oils) (Cl. 2(d))		
42. Cancellation fee (Cl. 16)		43. Numbers of additional clauses, covering special provisions, if agreed

It is mutually agreed between the party mentioned in Box 2 (hereinafter called "the Tugowner") and the party mentioned in Box 3 (hereinafter called "the Hirer") that the Tugowner shall, subject to the terms and conditions of this Agreement which consists of PART I including additional clauses, if any agreed and stated in Box 43, and PART II, use his best endeavours to perform the towage or other service(s) as set out herein. In the event of a conflict of terms and conditions, the provisions of PART I and any additional clauses, if agreed, shall prevail over those of PART II to the extent of such conflict but no further.

Signature (Tugowner)	Signature (Hirer)
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## PART II

### "Towhire" International Ocean Towing Agreement (Daily Hire)

1. The Tow	1	necessary permits or licences.	74
"The Tow" shall include any vessel, craft or object of whatsoever nature including anything carried thereon as described in PART 1 to which the Tugowner agrees to render the service(s) as set out in Box 22.	2	(iii) The cost of the services of any assisting tugs when deemed necessary by the Tugmaster or prescribed by Port or other Authorities.	75
	3	(iv) All costs and expenses necessary for the preparation of the Tow for towing (including such costs or expenses as those of raising the anchor of the Tow or tending or casting off any moorings of the Tow).	76
	4	(v) The cost of insurance of the Tow shall be the sole responsibility of the Hirer to provide.	77
2. Price and Conditions of Payment	5	(c) All taxes, charges, costs, and expenses payable by the Hirer shall be paid by the Hirer direct to those entitled to them. If, however, any such tax, charge, cost or expense is in fact paid by or on behalf of the Tugowner (notwithstanding that the Tugowner shall under no circumstances be under any obligation to make such payments on behalf of the Hirer) the Hirer shall reimburse the Tugowner on the basis of the actual cost to the Tugowner upon presentation of invoice.	78
(a) The Hirer shall pay the Tug owner the amount of hire set out in Box 33 per day or pro rata for part of a day (hereinafter called the "Tug's Daily Rate of Hire") from the time stated in Box 36 until the time stated in Box 37.	6		79
(b)(i) The Tug's Daily Rate of Hire shall be payable in advance as set out in Box 33; all hire or equivalent compensation hereunder shall be fully and irrevocably earned and non-returnable on a daily basis.	7		80
(ii) In the event of the Tug being lost, hire shall cease as of the date of the loss. If the date of the loss cannot be ascertained, then, in addition to any other sums which may be due, half the rate of hire shall be paid, calculated from the date the Tug was last reported until the calculated arrival of the Tug at her destination provided such period does not exceed 14 days.	8		81
(iii) In the event of the Tow being lost, hire shall continue until the Tug arrives at its destination or such nearer place, at the Tugowner's discretion, provided such period does not exceed 14 days.	9		82
(c) Within 14 days of the termination of the services hereunder by the Tugowner, the Tugowner will if necessary adjust in conformance with the terms of this Agreement hire paid in advance. Any hire paid by the Hirer but not earned under this Agreement and which is refundable thereunder shall be refunded to the Hirer within 14 days thereafter.	10		83
(d) (i) In the event that the Daily Rate of Hire includes the cost of bunkers and the average price per metric tonne of bunkers actually paid by the Tugowner differs from the amounts specified in Box 41 then the Hirer or the Tugowner, as the case may be, shall pay to the other the difference per metric tonne for every metric tonne consumed during the voyage. The average price specified above shall be the average of the prices per metric tonne actually paid by the Tugowner on the basis of quantities purchased at the last bunkering port prior to departure on the voyage, any bunkering port during the voyage, and the first bunkering port after completion of the voyage. The log book of the Tug shall be prima facie evidence of the quantity of bunkers consumed.	11		84
(ii) In the event that the Daily Rate of Hire excludes the cost of bunkers then the Hirer shall pay to the Tugowner the cost of the bunkers and lubricants consumed by the Tug in fulfilling the terms of this Agreement. The Tug shall be delivered with sufficient bunkers and lubricants on board for the tow to the first bunkering port (if any) or destination and be re-delivered with not less than sufficient bunkers to reach the next bunkering stage en route to the Tug's next port of call. The Hirer upon delivery and the Tugowner upon re-delivery shall pay for the bunkers and lubricants on board at the current contract price at the time at the port of delivery and re-delivery or at the nearest bunkering port.	12		85
(e) If agreed, the Hirer shall pay the sum set out in Box 31 by way of a mobilisation charge. This sum shall be paid on or before the commencement of the Tug's voyage to the place of departure, and shall be non-returnable, Tug and/or Tow lost or not lost.	13		86
(f) If agreed, the Hirer shall pay the sum set out in Box 32 by way of a demobilisation charge. This amount shall be paid tow lost or not lost, on or before the termination by the Tugowner of his services under this Agreement.	14		87
(g) The Hire and any other sums payable to the Tug owner under this Agreement (or any part thereof) shall be due, payable and paid without any discount, deduction, set-off, lien, claim or counterclaim.	15		88
* Sub-clauses (e) and (f) are optional and shall only apply if agreed and stated in Boxes 31 and 32, respectively.	16		89
3. Additional Charges and Extra Costs	17	4. War Risk Escalation Clause	90
(a) The Hirer shall appoint his agents at the place of departure and place of destination and ports of call or refuge and shall provide such agents with adequate funds as required.	18	The rate of hire is based and assessed on all war risk insurance costs applicable to the Tugowner in respect of the contemplated voyage in effect on the date of this Agreement.	91
(b) The Hirer shall bear and pay as and when they fall due:-	19	In the event of any subsequent increase or decrease in the actual costs due to the Tugowner fulfilling his obligations under this Agreement, the Hirer or the Tugowner, as the case may be, shall reimburse to the other the amount of any increase or decrease in the war risk, confiscation, deprivation or trapping insurance costs.	92
(i) All port expenses, pilotage charges, harbour and canal dues and all other expenses of a similar nature levied upon or payable in respect of both the Tug and the Tow.	20		93
(ii) All taxes, (other than those normally payable by the Tugowner in the country where he has his principal place of business and in the country where the Tug is registered) stamp duties or other levies payable in respect of or in connection with this Agreement or the payments of hire or other sums payable under this Agreement or the services to be performed under or in pursuance of this Agreement, any Customs or Excise duties and any costs, dues or expenses payable in respect of any	21	5. Interest	94
	22	If any amounts due under this Agreement are not paid when due, then interest shall accrue and shall be paid in accordance with the provisions of Box 39, on all such amounts until payment is received by the Tugowner.	95
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## PART II

### "Towhire" International Ocean Towing Agreement (Daily Hire)

<b>10. Towing Gear and Use of Tow's Gear</b>	143	ure then in addition to the said cancellation fee the Hirer shall pay any ad-	211
(a) The Tug owner agrees to provide free of cost to the Hirer all towing haw-	144	ditional amounts due under this Agreement.	212
sers, bridles and other towing gear normally carried on board the Tug, for	145	(b) In the event that the towage operation is terminated after departure from	213
the purpose of the towage or other services to be provided under this Agree-	146	the place of departure, but before the Tow arrives at the place of destination	214
ment. The Tow shall be connected up in a manner within the discretion of	147	without fault on the part of the Tugowner, his servants or agents, the Tugow-	215
the Tugowner.	148	ner shall be entitled to be paid, and if already paid to retain all sums payable	216
(b) The Tugowner may make reasonable use at his discretion of the Tow's	149	according to Boxes 31/34 and any other amounts due under this Agree-	217
gear, power, anchors, anchor cables, radio, communication and naviga-	150	ment. The above amounts are in addition to any damages the Tugowner may	218
tional equipment and all other appurtenances free of cost during and for the	151	be entitled to claim for breach of this Agreement.	219
purposes of the towage or other services to be provided under this Agree-	152	(c) The Tugowner may without prejudice to any other remedies he may ha-	220
ment.	153	ve leave the Tow in a place where the Hirer may take repossession of it and	221
		be entitled to payment of cancellation fee or hire, whichever is the greater,	222
		and all other payments due under this Agreement, upon any one or more of	223
		the following grounds:	224
<b>11. Permits and Certification</b>	154	(i) If there is any delay or delays (other than delay caused by the Tug) at	225
(a) The Hirer shall arrange at his own cost and provide to the Tugowner all	155	the place of departure exceeding in aggregate 21 running days.	226
necessary licenses, authorisations and permits required by the Tug and	156	(ii) If there is any delay or delays (other than a delay caused by the Tug)	227
Tow to undertake and complete the contractual voyage together with all ne-	157	at any port or place of call or refuge exceeding in aggregate 21 running	228
cessary certification for the Tow to enter or leave all or any ports of call or	158	days.	229
refuge on the contemplated voyage.	159	(iii) If the security as may be required according to Box 40 is not given	230
(b) Any loss or expense incurred by the Tugowner by reason of the Hirer's	160	within 7 running days of the Tugowner's request to provide security.	231
failure to comply with this Clause shall be reimbursed by the Hirer to the	161	(iv) If the Hirer has not accepted the Tow within 7 running days of arrival	232
Tugowner and during any delay caused thereby the Tug shall remain on	162	at the place of destination.	233
hire.	163	(v) If any amount payable under this Agreement has not been paid with-	234
		in 7 running days of the date such sums are due.	235
		(d) Before exercising his option of withdrawing from this Agreement as	236
<b>12. Tow-worthiness of the Tow</b>	164	foresaid, the Tugowner shall if practicable give the Hirer 48 hours notice	237
(a) The Hirer shall exercise due diligence to ensure that the Tow shall, at	165	(Saturdays, Sundays and public Holidays excluded) of his intention so to	238
the commencement of the towage, be in all respects fit to be towed from the	166	withdraw.	239
place of departure to the place of destination.	167	(e) Should the Tug not be ready to commence the towage at the latest at	240
(b) The Hirer undertakes that the Tow will be suitably trimmed and prepar-	168	midnight on the date, if any, indicated in Box 38, the Hirer shall have the op-	241
ed and ready to be towed at the time when the Tug arrives at the place of de-	169	tion of cancelling this Agreement and shall be entitled to claim damages for	242
parture and fitted and equipped with such shapes, signals, navigational and	170	detention if due to the wilful default of the Tugowner. Should the Tugowner	243
other lights of a type required for the towage.	171	anticipate that the Tug will not be ready, he shall notify the Hirer thereof by	244
(c) The Hirer shall supply to the Tugowner or the Tugmaster, on the arrival	172	telex, cable or otherwise in writing without delay stating the expected date	245
of the Tug at the place of departure an unconditional certificate of tow-	173	of the Tug's readiness and ask whether the Hirer will exercise his option to	246
worthiness for the Tow issued by a recognised firm of Marine Surveyors or	174	cancel. Such option to cancel must be exercised within 48 hours after the	247
Survey Organisation, provided always that the Tugowner shall not be under	175	receipt of the Tugowner's notice, otherwise the third day after the date stat-	248
any obligation to perform the towage until in his discretion he is satisfied	176	ed in the Tugowner's notice shall be deemed to be the new agreed date to	249
that the Tow is in all respects trimmed, prepared, fit and ready for towage	177	commence the towage in accordance with this Agreement.	250
but the Tugowner shall not unreasonably withhold his approval.	178		
(d) No inspection of the Tow by the Tugowner shall constitute approval of	179	<b>17. Necessary Deviation</b>	251
the Tow's condition or be deemed a waiver of the foregoing undertakings	180	(a) If the Tug during the course of the towage or other service under this	252
given by the Hirer.	181	Agreement puts into a port or place or seeks shelter or is detained or devia-	253
		tes from the original route as set out in Box 26 because either the Tugowner	254
<b>13. Seaworthiness of the Tug</b>	182	or Tugmaster reasonably consider	255
The Tugowner will exercise due diligence to tender the Tug at the place of	183	(i) that the Tow is not fit to be towed or	256
departure in a seaworthy condition and in all respects ready to perform the	184	(ii) the Tow is incapable of being towed at the original speed contem-	257
towage, but the Tugowner gives no other warranties, express or implied.	185	plated by the Tugowner or	258
		(iii) the towing connection requires rearrangement, or	259
<b>14. Substitution of Tugs</b>	186	(iv) repairs or alterations to or additional equipment for the Tow are re-	260
The Tugowner shall at all times have the right to substitute any tug or tugs for	187	quired to safeguard the venture and enable the Tow to be towed to de-	261
any other tug or tugs of adequate power (including two or more tugs for one,	188	stination, or	262
or one tug for two or more) at any time whether before or after the com-	189	(v) it would not be prudent to do otherwise on account of weather con-	263
mentence of the towage or other services and shall be at liberty to employ	190	ditions actual or forecast, or	264
a tug or tugs belonging to other tugowners for the whole or part of the tow-	191	because of any other good and valid reason outside the control of the Tug-	265
age or other service contemplated under this Agreement. Provided howev-	192	owner or Tugmaster, or because of any delay caused by or at the request	266
er, that the main particulars of the substituted tug or tugs shall be subject	193	of the Hirer, this Agreement shall remain in full force and effect.	267
to the Hirer's prior approval, but such approval shall not be unreasonably	194	(b) The Tug shall at all times be at liberty to go to the assistance of any ves-	268
withheld.	195	sel in distress for the purpose of saving life or property or to call at any port	269
		or place for bunkers, repairs, supplies, or any other necessities or to land	270
<b>15. Salvage</b>	196	disabled seamen, but if towing the Tug shall leave the Tow in a safe place	271
(a) Should the Tow breakaway from the Tug during the course of the towa-	197	and during such period this Agreement shall remain in full force and effect	272
ge service, the Tug shall render all reasonable services to re-connect the	198	but any period so spent by the Tug in fulfilling or attempting to fulfil the	273
towline and fulfil this Agreement without making any claim for salvage.	199	purposes permitted by this sub-paragraph other than for normal replenishment	274
(b) If at any time the Tugowner or the Tugmaster considers it necessary or	200	of bunkers or fresh water or supplies shall not entitle the Tugowner to recov-	275
advisable to seek or accept salvage services from any vessel or person on	201	er from the Hirer the Daily Rate of Hire for the said period.	276
behalf of the Tug or Tow, or both, the Hirer hereby undertakes and warrants	202	(c) The Tug shall have liberty to comply with any orders or directions as to	277
that the Tugowner or his duly authorised servant or agent including the Tug-	203	departure, arrival, routes, ports of call, stoppages, destination, delivery, re-	278
master have the full actual authority of the Hirer to accept such services on	204	quisition or otherwise howsoever given by the Government of the Nation	279
behalf of the Tow on any reasonable terms.	205	under whose flag the Tug or Tow sails or any department thereof, or any per-	280
		son acting or purporting to act with the authority for such Government or	281
<b>16. Cancellation and Withdrawal</b>	206	any department thereof or by the committee or person having under the	282
(a) At any time prior to the departure of the Tow from the place of departure	207	terms of the War Risks Insurance on the Tug the right to give such orders or	283
the Hirer may cancel this Agreement upon payment of the cancellation fee	208	directions and if by reason of and in compliance with any such orders or di-	284
set out in Box 42. If cancellation takes place whilst the Tug is en route to the	209		
place of departure or after the Tug has arrived at or off the place of depart-	210		

## PART II

### "Towhire" International Ocean Towing Agreement (Daily Hire)

rections anything is done or is not done the same shall not be deemed a deviation and delivery in accordance with such orders or directions shall be a fulfilment of this Agreement and hire and/or all other sums shall be paid to the Tugowner accordingly.	285 286 287 288
(d) Any deviation howsoever or whatsoever by the Tug or by the Tugowner not expressly permitted by the terms and conditions of this Agreement shall not amount to a repudiation of this Agreement and the Agreement shall remain in full force and effect notwithstanding such deviation, save that no hire shall be paid for the period of such deviation, and shall be without prejudice to any other remedies which the Hirer may have against the Tugowner.	289 290 291 292 293 294
<b>18. Liabilities</b>	295
1. (a) The Tugowner will indemnify the Hirer in respect of any liability adjudged due or claim reasonably compromised arising out of injury or death occurring during the towage or other service hereunder to any of the following persons:	296 297 298 299
(i) The Master and members of the crew of the Tug and any other servant or agent of the Tugowner;	300 301
(ii) The members of the Riding Crew provided by the Tugowner or any other person whom the Tugowner provides on board the Tow;	302 303
(iii) Any other person on board the Tug who is not a servant or agent of the Hirer or otherwise on board on behalf of or at the request of the Hirer.	304 305 306
(b) The Hirer will indemnify the Tugowner in respect of any liability adjudged due or claim reasonably compromised arising from injury or death occurring during the towage or other service hereunder to any of the following persons:	307 308 309 310
(i) The Master and members of the crew of the Tow and any other servant or agents of the Hirer;	311 312
(ii) Any other person on board the Tow for whatever purpose except the members of the Riding Crew or any other persons whom the Tugowner provides on board the Tow pursuant to their obligations under this Agreement.	313 314 315 316
2. (a) The following shall be for the sole account of the Tugowner without any recourse to the Hirer, his servants, or agents, whether or not the same is due to breach of contract, negligence or any other fault on the part of the Hirer, his servants or agents:	317 318 319 320
(i) Loss or damage of whatsoever nature, howsoever caused to or sustained by the Tug or any property on board the Tug.	321 322
(ii) Loss or damage of whatsoever nature caused to or suffered by third parties or their property by reason of contact with the Tug or obstruction created by the presence of the Tug.	323 324 325
(iii) Loss or damage of whatsoever nature suffered by the Tugowner or by third parties in consequence of the loss or damage referred to in (i) and (ii) above.	326 327 328
(iv) Any liability in respect of wreck removal or in respect of the expense of moving or lighting or buoying the Tug or in respect of preventing or abating pollution originating from the Tug.	329 330 331
The Tugowner will indemnify the Hirer in respect of any liability adjudged due to a third party or any claim by a third party reasonably compromised arising out of any such loss or damage. The Tugowner shall not in any circumstances be liable for any loss or damage suffered by the Hirer or caused to or sustained by the Tow in consequence of loss or damage howsoever caused to or sustained by the Tug or any property on board the Tug.	332 333 334 335 336 337
(b) The following shall be for the sole account of the Hirer without any recourse to the Tugowner, his servants or agents, whether or not the same is due to breach of contract, negligence or any fault on the part of the Tugowner, his servants or agents:	338 339 340 341
(i) Loss or damage of whatsoever nature, howsoever caused to or sustained by the Tow.	342 343
(ii) Loss or damage of whatsoever nature caused to or suffered by third parties or their property by reason of contact with the Tow or obstruction created by the presence of the Tow.	344 345 346
(iii) Loss or damage of whatsoever nature suffered by the Hirer or by third parties in consequence of the loss or damage referred to in (i) and (ii) above.	347 348 349
(iv) Any liability in respect of wreck removal or in respect of the expense of moving or lighting or buoying the Tow or in respect of preventing or abating pollution originating from the Tow.	350 351 352
The Hirer will indemnify the Tugowner in respect of any liability adjudged due to a third party or any claim by a third party reasonably compromised arising out of any such loss or damage but the Hirer shall not in any circumstances be liable for any loss or damage suffered by the Tugowner or caused to or sustained by the Tug in consequence of loss or damage, howsoever caused to or sustained by the Tow.	353 354 355 356 357 358
3. Save for the provisions of Clauses 11, 12, 13 and 16 neither the Tugowner nor the Hirer 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.	359 360 361 362
4. Notwithstanding any provisions of this Agreement to the contrary, the Tugowner shall have the benefit of all limitations of, and exemptions from, liability accorded to the Owners or Chartered Owners of Vessels by any applicable statute or rule of law for the time being in force and the same benefits are to apply regardless of the form of signatures given to this Agreement.	363 364 365 366 367
<b>19. Himalaya Clause</b>	368
All exceptions, exemptions, defences, immunities, limitations of liability, indemnities, privileges and conditions granted or provided by this Agreement or by any applicable statute, rule or regulation for the benefit of the Tugowner or Hirer shall also apply to and be for the benefit of demise charterers, sub-contractors, operators, master, officers and crew of the Tug or Tow 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 Tug or Tugowner or Hirer as servants, agents and sub-contractors of such parties. The Tugowner or Hirer 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.	369 370 371 372 373 374 375 376 377 378 379 380 381 382
<b>20. War and Other Difficulties</b>	383
(a) If owing to any Hostilities; War or Civil War; Acts of Terrorism; Acts of Public Enemies; Arrest or Restraint of Princes, Rulers or People; Insurrections; Riots or Civil Commotions; Disturbances; Acts of God; Epidemics; Quarantine; Ice; Labour Troubles; Labour Obstructions; Strikes; Lock-outs; Embargoes; Seizure of the Tow under Legal Process or for any other cause outside the control of the Tugowner it would be impossible or unsafe or commercially impracticable for the Tug or Tow or both to leave or attempt to leave the place of departure or any port or place of call or refuge or to reach or enter or attempt to reach or enter the port or place of destination of the Tow and there deliver the Tow and leave again, all of which safely and without unreasonable delay, the Tug may leave the Tow or any part thereof at the place of departure or any other port or place where the Hirer may take repossession and this shall be deemed a due fulfilment by the Tugowner of this Agreement and any outstanding sums and all extra costs of delivery at such place and any storage costs incurred by the Tugowner shall thereupon become due and payable by the Hirer.	384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399
(b) If the performance of this Agreement or the voyage to the place of departure would in the ordinary course of events require the Tug and/or Tow to pass through or near to an area where after this Agreement is made there is or there appears to be danger of such area being blocked or passage through being restricted or made hazardous by reason of War, Acts of Terrorism, Trapping of Vessels, Civil War, Acts of Public Enemies, Arrest or Restraint of Princes, Rulers or People, Insurrection, Riots or Civil Commotions or Disturbances or other dangers of a similar nature then:	400 401 402 403 404 405 406 407
(i) If the Tug has not entered such area en route to the place of departure, or having entered has become trapped therein, for a period of more than 14 days either party hereto shall be entitled to terminate this Agreement by telex, cable or other written notice in which event, save for liabilities already accrued neither party shall be under any further liability to the other but the Tugowner shall not be bound to repay to the Hirer any payments already made and all amounts due shall remain payable.	408 409 410 411 412 413 414 415
(ii) If the Tug and Tow whilst en route to the place of destination have not entered such area during the course of the towage or other service the Hirer shall continue to pay the Daily Rate of Hire for every day by which the towage is prolonged by reason of waiting for such area to become clear and/or safe and/or by reason of proceeding by a longer route to avoid or pass such area in safety.	416 417 418 419 420 421
(iii) If the Tug and Tow whilst en route to the place of destination have become trapped in such area during the course of the towage or other service either party shall, after a period of 14 days from the commencement of such trapping, be entitled to terminate this Agreement by telex, cable or other written notice, in which event, save for liabilities already accrued, neither party shall be under any further liability to the other but the Tugowner shall not be bound to repay to the Hirer any payment already made and all amounts due shall remain payable.	422 423 424 425 426 427 428 429
<b>21. Lien</b>	430

**PART II**  
**"Towhire" International Ocean Towage Agreement (Daily Hire)**

Without prejudice to any other rights which he may have, whether in rem or in personam, the Tugowner, by himself or his servants or agents or otherwise shall be entitled to exercise a possessory lien upon the Tow in respect of any sum howsoever or whatsoever due to the Tugowner under this Agreement and shall for the purpose of exercising such possessory lien be entitled to take and/or keep possession of the Tow; provided always that the Hirer shall pay to the Tugowner all reasonable costs and expenses howsoever or whatsoever incurred by or on behalf of the Tugowner in exercising or attempting or preparing to exercise such lien and the Tugowner shall be entitled to receive from the Hirer the Tug's Daily Rate of Hire throughout any reasonable delay to the Tug resulting therefrom.

**22. Warranty of Authority**

If at the time of making this Agreement or providing any service under this Agreement other than towing at the request, express or implied, of the Hirer, the Hirer is not the Owner of the Tow referred to in Box 4, the Hirer expressly represents that he is authorised to make and does make this Agreement for and on behalf of the Owner of the said Tow subject to each and all of these conditions and agrees that both the Hirer and the Owner of the Tow are bound jointly and severally by these conditions.

**23. General**

(a) If any one or more of the terms, conditions or provisions in this Agreement or any part thereof shall be held to be invalid, void or of no effect for any reason whatsoever, the same shall not affect the validity of the remaining terms, conditions or provisions which shall remain and subsist in full force and effect.  
(b) For the purpose of this Agreement unless the context otherwise requires the singular shall include the plural and vice versa.  
(c) Any extension of time granted by the Tugowner to the Hirer or any indulgence shown relating to the time limits set out in this Agreement shall not be a waiver of the Tugowner's right under this Agreement to act upon the Hirer's failure to comply with the time limits.

**24. Time for Suit**

Save for the indemnity provisions under Clause 18 of this Agreement, any claim which may arise out of or in connection with this Agreement or of any towage or other service to be performed hereunder shall be notified by telex, cable or otherwise in writing within 6 months of delivery of the Tow or of the termination of the towage or other service for any reason whatever, and any suit shall be brought within one year of the time when the cause of action first arose. If either of these conditions is not complied with the claim and all rights whatsoever and howsoever shall be absolutely barred and extinguished.

**25. Law and Jurisdiction**

This Agreement shall be construed in accordance with and governed by English law. Any dispute or difference which may arise out of or in connection with this Agreement or the services to be performed hereunder shall be referred to the High Court of Justice in London.  
No suit shall be brought in any other state or jurisdiction except that either party shall have the option to bring proceedings in rem to obtain conservative seizure or other similar remedy against any vessel or property owned by the other party in any state or jurisdiction where such vessel or property may be found.

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