

1. Date and place of Agreement	RECOMMENDED INTERNATIONAL OCEAN TOWAGE AGREEMENT (DAILY HIRE) CODE NAME: "TOWHIRE"	
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	(iii) The cost of the services of any assisting tugs when deemed necessary by the Tugmaster or prescribed by Port or other Authorities.	75
"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	(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
	3	(v) The cost of insurance of the Tow shall be the sole responsibility of the Hirer to provide.	77
	4	(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
2. Price and Conditions of Payment	5		79
(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		80
(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		81
(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		82
(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		83
(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		84
(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		85
(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		86
(iii) 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.	13		87
(iv) 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.	14		88
(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.	15		89
(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.	16		90
(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.	17		91
<i>*) Sub-clauses (e) and (f) are optional and shall only apply if agreed and stated in Boxes 31 and 32, respectively.</i>	18		92
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PART II

"Towhire" International Ocean Towing Agreement (Daily Hire)

(a) The Tug owner agrees to provide free of cost to the Hirer all towing hawsers, bridles and other towing gear normally carried on board the Tug, for the purpose of the towage or other services to be provided under this Agreement. The Tow shall be connected up in a manner within the discretion of the Tugowner.	144 145 146 147 148
(b) The Tugowner may make reasonable use at his discretion of the Tow's gear, power, anchors, anchor cables, radio, communication and navigational equipment and all other appurtenances free of cost during and for the purposes of the towage or other services to be provided under this Agreement.	149 150 151 152 153
11. Permits and Certification	154
(a) The Hirer shall arrange at his own cost and provide to the Tugowner all necessary licenses, authorisations and permits required by the Tug and Tow to undertake and complete the contractual voyage together with all necessary certification for the Tow to enter or leave all or any ports of call or refuge on the contemplated voyage.	155 156 157 158 159
(b) Any loss or expense incurred by the Tugowner by reason of the Hirer's failure to comply with this Clause shall be reimbursed by the Hirer to the Tugowner and during any delay caused thereby the Tug shall remain on hire.	160 161 162 163
12. Tow-worthiness of the Tow	164
(a) The Hirer shall exercise due diligence to ensure that the Tow shall, at the commencement of the towage, be in all respects fit to be towed from the place of departure to the place of destination.	165 166 167
(b) The Hirer undertakes that the Tow will be suitably trimmed and prepared and ready to be towed at the time when the Tug arrives at the place of departure and fitted and equipped with such shapes, signals, navigational and other lights of a type required for the towage.	168 169 170 171
(c) The Hirer shall supply to the Tugowner or the Tugmaster, on the arrival of the Tow at the place of departure an unconditional certificate of tow-worthiness for the Tow issued by a recognised firm of Marine Surveyors or Survey Organisation, provided always that the Tugowner shall not be under any obligation to perform the towage until in his discretion he is satisfied that the Tow is in all respects trimmed, prepared, fit and ready for towage but the Tugowner shall not unreasonably withhold his approval.	172 173 174 175 176 177 178
(d) No inspection of the Tow by the Tugowner shall constitute approval of the Tow's condition or be deemed a waiver of the foregoing undertakings given by the Hirer.	179 180 181
13. Seaworthiness of the Tug	182
The Tugowner will exercise due diligence to tender the Tug at the place of departure in a seaworthy condition and in all respects ready to perform the towage, but the Tugowner gives no other warranties, express or implied.	183 184 185
14. Substitution of Tugs	186
The Tugowner shall at all times have the right to substitute any tug or tugs for any other tug or tugs of adequate power (including two or more tugs for one, or one tug for two or more) at any time whether before or after the commencement of the towage or other services and shall be at liberty to employ a tug or tugs belonging to other tugowners for the whole or part of the towage or other service contemplated under this Agreement. Provided however, that the main particulars of the substituted tug or tugs shall be subject to the Hirer's prior approval, but such approval shall not be unreasonably withheld.	187 188 189 190 191 192 193 194 195
15. Salvage	196
(a) Should the Tow breakaway from the Tug during the course of the towage service, the Tug shall render all reasonable services to re-connect the towline and fulfil this Agreement without making any claim for salvage.	197 198 199
(b) If at any time the Tugowner or the Tugmaster considers it necessary or advisable to seek or accept salvage services from any vessel or person on behalf of the Tug or Tow, or both, the Hirer hereby undertakes and warrants that the Tugowner or his duly authorised servant or agent including the Tugmaster have the full actual authority of the Hirer to accept such services on behalf of the Tow on any reasonable terms.	200 201 202 203 204 205
16. Cancellation and Withdrawal	206
(a) At any time prior to the departure of the Tow from the place of departure the Hirer may cancel this Agreement upon payment of the cancellation fee set out in Box 42. If cancellation takes place whilst the Tug is en route to the place of departure or after the Tug has arrived at or off the place of departure then in addition to the said cancellation fee the Hirer shall pay any additional amounts due under this Agreement.	207 208 209 210 211 212
(b) In the event that the towage operation is terminated after departure from the place of departure, but before the Tow arrives at the place of destination without fault on the part of the Tugowner, his servants or agents, the Tugowner shall be entitled to be paid, and if already paid to retain all sums payable according to Boxes 31/34 and any other amounts due under this Agreement. The above amounts are in addition to any damages the Tugowner may be entitled to claim for breach of this Agreement.	214 215 216 217 218 219
(c) The Tugowner may without prejudice to any other remedies he may have leave the Tow in a place where the Hirer may take repossession of it and be entitled to payment of cancellation fee or hire, whichever is the greater, and all other payments due under this Agreement, upon any one or more of the following grounds:	220 221 222 223 224
(i) If there is any delay or delays (other than delay caused by the Tug) at the place of departure exceeding in aggregate 21 running days.	225 226
(ii) If there is any delay or delays (other than a delay caused by the Tug) at any port or place of call or refuge exceeding in aggregate 21 running days.	227 228 229
(iii) If the security as may be required according to Box 40 is not given within 7 running days of the Tugowner's request to provide security.	230 231
(iv) If the Hirer has not accepted the Tow within 7 running days of arrival at the place of destination.	232 233
(v) If any amount payable under this Agreement has not been paid within 7 running days of the date such sums are due.	234 235
(d) Before exercising his option of withdrawing from this Agreement as aforesaid, the Tugowner shall if practicable give the Hirer 48 hours notice (Saturdays, Sundays and public Holidays excluded) of his intention so to withdraw.	236 237 238 239
(e) Should the Tug not be ready to commence the towage at the latest at midnight on the date, if any, indicated in Box 38, the Hirer shall have the option of cancelling this Agreement and shall be entitled to claim damages for detention if due to the wilful default of the Tugowner. Should the Tugowner anticipate that the Tug will not be ready, he shall notify the Hirer thereof by telex, cable or otherwise in writing without delay stating the expected date of the Tug's readiness and ask whether the Hirer will exercise his option to cancel. Such option to cancel must be exercised within 48 hours after the receipt of the Tugowner's notice, otherwise the third day after the date stated in the Tugowner's notice shall be deemed to be the new agreed date to commence the towage in accordance with this Agreement.	240 241 242 243 244 245 246 247 248 249 250
17. Necessary Deviation	251
(a) If the Tug during the course of the towage or other service under this Agreement puts into a port or place or seeks shelter or is detained or deviates from the original route as set out in Box 26 because either the Tugowner or Tugmaster reasonably consider	252 253 254 255
(i) that the Tow is not fit to be towed or	256
(ii) the Tow is incapable of being towed at the original speed contemplated by the Tugowner or	257 258
(iii) the towing connection requires rearrangement, or	259
(iv) repairs or alterations to or additional equipment for the Tow are required to safeguard the venture and enable the Tow to be towed to destination, or	260 261 262
(v) it would not be prudent to do otherwise on account of weather conditions actual or forecast, or	263 264
because of any other good and valid reason outside the control of the Tugowner or Tugmaster, or because of any delay caused by or at the request of the Hirer, this Agreement shall remain in full force and effect.	265 266 267
(b) The Tug shall at all times be at liberty to go to the assistance of any vessel in distress for the purpose of saving life or property or to call at any port or place for bunkers, repairs, supplies, or any other necessities or to land disabled seamen, but if towing the Tug shall leave the Tow in a safe place and during such period this Agreement shall remain in full force and effect but any period so spent by the Tug in fulfilling or attempting to fulfil the purposes permitted by this sub-paragraph other than for normal replenishment of bunkers or fresh water or supplies shall not entitle the Tugowner to recover from the Hirer the Daily Rate of Hire for the said period.	268 269 270 271 272 273 274 275 276
(c) The Tug shall have liberty to comply with any orders or directions as to departure, arrival, routes, ports of call, stoppages, destination, delivery, requisition or otherwise howsoever given by the Government of the Nation under whose flag the Tug or Tow sails or any department thereof, or any person acting or purporting to act with the authority for such Government or any department thereof or by the committee or person having under the terms of the War Risks Insurance on the Tug the right to give such orders or directions and if by reason of and in compliance with any such orders or directions 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.	277 278 279 280 281 282 283 284 285 286 287 288

PART II

"Towhire" International Ocean Towing Agreement (Daily Hire)

(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
18. Liabilities	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
(i) The Master and members of the crew of the Tow and any other servant or agents of the Hirer;	310 311 312
(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 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
19. Himalaya Clause	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
20. War and Other Difficulties	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
21. Lien	430
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 Hi-	431 432 433 434 435 436

PART II

"Towhire" International Ocean Towing Agreement (Daily Hire)

rer shall pay to the Tugowner all reasonable costs and expenses howsoever 437
or whatsoever incurred by or on behalf of the Tugowner in exercising or at- 438
tempting or preparing to exercise such lien and the Tugowner shall be en- 439
titled to receive from the Hirer the Tug's Daily Rate of Hire throughout any 440
reasonable delay to the Tug resulting therefrom. 441

22. Warranty of Authority 442

If at the time of making this Agreement or providing any service under this 443
Agreement other than towing at the request, express or implied, of the Hirer, 444
the Hirer is not the Owner of the Tow referred to in Box 4, the Hirer expressly 445
represents that he is authorised to make and does make this Agreement for 446
and on behalf of the Owner of the said Tow subject to each and all of these 447
conditions and agrees that both the Hirer and the Owner of the Tow are 448
bound jointly and severally by these conditions. 449

23. General 450

(a) If any one or more of the terms, conditions or provisions in this Agree- 451
ment or any part thereof shall be held to be invalid, void or of no effect for 452
any reason whatsoever, the same shall not affect the validity of the remain- 453
ing terms, conditions or provisions which shall remain and subsist in full 454
force and effect. 455

(b) For the purpose of this Agreement unless the context otherwise requi- 456
res the singular shall include the plural and vice versa. 457

(c) Any extension of time granted by the Tugowner to the Hirer or any indul- 458
gence shown relating to the time limits set out in this Agreement shall not be 459
a waiver of the Tugowner's right under this Agreement to act upon the Hi- 460
rer's failure to comply with the time limits. 461

24. Time for Suit 462

Save for the indemnity provisions under Clause 18 of this Agreement, any 463
claim which may arise out of or in connection with this Agreement or of any 464
towage or other service to be performed hereunder shall be notified by te- 465
lex, cable or otherwise in writing within 6 months of delivery of the Tow or of 466
the termination of the towage or other service for any reason whatever, and 467
any suit shall be brought within one year of the time when the cause of ac- 468
tion first arose. If either of these conditions is not complied with the claim 469
and all rights whatsoever and howsoever shall be absolutely barred and ex- 470
tinguished. 471

25. Law and Jurisdiction 472

This Agreement shall be construed in accordance with and governed by 473
English law. Any dispute or difference which may arise out of or in connec- 474
tion with this Agreement or the services to be performed hereunder shall be 475
referred to the High Court of Justice in London. 476

No suit shall be brought in any other state or jurisdiction except that either 477
party shall have the option to bring proceedings in rem to obtain conservati- 478
ve seizure or other similar remedy against any vessel or property owned by 479
the other party in any state or jurisdiction where such vessel or property 480
may be found. 481