
CONDITIONS OF BUSINESS

1. Definitions

In these conditions, “LGSA Marine” means the Liverpool & Glasgow Association for the Protection of Commercial Interests as Respects Wrecked & Damaged Property Limited, and the “Principal” means the person(s) or corporate bodies from whom instructions are received and are acted upon by LGSA Marine.

2. Scope

2.1 Unless otherwise specifically agreed, these conditions apply to all services undertaken and provided by LGSA Marine. These conditions prevail over any terms or conditions contained in the Principal’s documents or communications.

2.2 LGSA Marine contracts for itself and as agent of and trustee for its servants, agents and sub-contractors and every reference to LGSA Marine in these conditions shall be deemed to include all such servants, agents and sub-contractors so that such persons and bodies have the benefit of these conditions and collectively and together with LGSA Marine shall be under no greater liability to the Principal or to any third party than is LGSA Marine hereunder.

2.3 LGSA Marine shall be entitled to perform any of its services or obligations by itself or by an independent sub-contractor.

2.4 LGSA Marine shall be entitled to procure the provision of services solely as an agent for the Principal and in any such case LGSA Marine will not contract with the Principal for the provision of such services and shall act solely on behalf of the Principal in arranging a contract for services directly between the Principal and the third party contractor.

3. Services

3.1 LGSA Marine shall provide services in accordance with the Principal’s specific instructions and the services thus undertaken shall be performed by LGSA Marine in a reasonable and competent manner.

3.2 LGSA Marine acts solely for the Principal and no other party is entitled to give instructions on the services, particularly on the scope of any survey or inspection or the issuance of any report, unless so authorised by the Principal.

3.3 All reports, opinions and statements provided by LGSA Marine are for the sole use of the Principal and LGSA Marine shall incur no liability to any third parties to whom the Principal may disclose such reports, opinions or statements.

3.4 Any copyright or intellectual property rights in relation to any product of the services performed by LGSA Marine will belong to LGSA Marine to the fullest extent permitted by law. The Principal may only copy or use any documents from services performed by LGSA Marine to the extent their copying or use relates to the subject matter of the services.

4. Charges and Payment

4.1 LGSA Marine's charges shall be as agreed at the time services are undertaken in accordance with instructions received from the Principal. LGSA Marine shall also charge the Principal for disbursements properly incurred in connection with the provision of the services. The Principal agrees to pay LGSA Marine's invoices promptly upon receipt and not later than 30 days from invoice date.

4.2 If payment of invoices is not made in accordance with 4.1, LGSA Marine reserves the right to charge interest at the rate of 3% per annum above the Bank of England Base Rate on any amounts due from the Principal from the invoice date until final payment is made.

5. Liability

5.1 LGSA Marine accepts liability for any claims only in cases of negligence proven by the Principal.

5.2 The liability of LGSA Marine, its servants, agents or sub-contractors to the Principal in respect of any claims for loss, damage or expense of whatsoever nature and howsoever arising shall in no circumstances exceed a total aggregate sum equal to ten times the amount of LGSA Marine's charges in respect of the specific services required under the contract with the Principal which gives rise to such claims.

5.3 LGSA Marine shall be under no liability whatsoever to the Principal for any claims arising in respect of any services provided, unless express notice in writing thereof has been received by LGSA Marine within three months from the date of the event or occurrence allegedly giving rise to a cause of action against LGSA Marine.

6. Third Party Claims

The Principal shall guarantee, hold harmless and indemnify LGSA Marine against all claims made by any third party for loss, damage or expense of whatsoever nature and howsoever arising relating to the performance, purported performance or non-performance of any services to the extent that the aggregate of any such claims relating to any one service exceeds the limit provided in 5.2.

7. Frustration of Services

In the event of LGSA Marine being totally or partially prevented from performing or completing any of its services for which an instruction has been given or an agreement made, by reason of any cause whatsoever outside LGSA Marine's control, LGSA Marine shall be relieved of all responsibility whatsoever for the partial or total frustration of the required services and the Principal shall make payment to LGSA Marine of the amount of all abortive expenditure actually made or incurred, and a proportion of LGSA Marine's charges equivalent to the proportion of any of the services actually performed.

8. Validity, Law & Jurisdiction

8.1 If any provision of these conditions is held by any competent court or tribunal to be invalid or unenforceable in whole or in part, the validity of the other provisions of these conditions and the remainder of the provision in question shall not be affected thereby and shall remain fully effective and in force.

8.2 These conditions and any contract to which they apply shall be governed by English Law.

8.3 Any dispute arising out of any contract to which these conditions apply shall be subject to the jurisdiction of the English Courts.

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