



**BIMCO STANDARD SHIP REPAIR CONTRACT
CODE NAME: REPAIRCON**

PART I

1. Place and date		3. Contractors (Full style and address)(Cl. 1)	
2. Owners (Full style and address) (Cl. 1) Owners warrant that they are*/are not* bareboat charterers (* delete as applicable)		5. Contractors' Yard (Cl. 1)	
4. Vessel's name (Cl. 1)		7. Vessel's description (Cl. 1) Flag /Year built: Port of registry: Classification Society: DWT Mts (Summer): GT/NT: LOA/LBP: Breadth/Depth moulded:	
6. Contract Period (Cl. 1 and Cl. 2(a)(iii))	9. Cancellation Date (Cl. 4(b)(i))	11. Overtime periods and rates (Cl. 2(a)(ii))	
8. Delivery Date (Cl. 4(a))	10. Contract Price and currency (Cl. 1 and 5(a))		
12. Owners' Representative(s) (Cl. 3(a))			
14. Payment terms (Cl. 5(b))		13. Guarantee period in months (Cl. 7(b))	
15. Total liability (a) Contractors' (Cl. 6(a)), (b)(iv)(1)) (b) Owners' (Cl. 6(b)(iv)(2))		16. Liability for late redelivery (Cl. 6(a)) Daily Rate Maximum liability	
17. Interest rate (Cl. 4(b)(ii), 5(b)(iii) and (iv))		18. Dispute resolution (state 12(a), 12(b) or 12(c)), as agreed; if 12(c) agreed state place of arbitration) (if not filled in 12(a) shall apply) (Cl. 12)	
19. Redelivery Termination Date (Cl. 9(a)(iii))			
20. Numbers of additional clauses attached, if any			

It is mutually agreed between the party stated in Box 2 and the party stated in Box 3 that this Contract consisting of PART I and PART II as well as Annex "A" (Specification), Annex "B" (Work Variation Form) and, if applicable, Annex "C" (Tariff) shall be performed subject to the conditions contained herein. In the event of a conflict of conditions, the provisions of PART I and Annexes "A" and "B" and, if applicable, Annex "C" shall prevail over those of PART II to the extent of such conflict, but no further.

Signature (Owners)	Signature (Contractors)
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PART II
REPAIRCON Standard Ship Repair Contract

1. Definitions

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“Additional Works” means all work, if any, in addition to or modification of the Specification Works (including any changes required by changes in the rules of the Owners’ regulatory bodies after the date of the Contract), which are to be described on a Work Variation Form attached as Annex “B” hereto.

“Completion” means the completion of the Works.

“Contract Period” means the period (commencing on the first working day after the date of delivery) agreed between the Parties as stated in Box 6 for the performance of the Specification as may be amended as a consequence of Additional Works and/or Reductions and/or pursuant to Clause 8 (Disruptions).

“Contract Price” means the agreed price for the Specification Works as stated in Box 10, as may be adjusted by the value of any Additional Works less any Reductions.

“Contractors” means the company stated in Box 3.

“Contractors’ Yard” means the premises of the Contractors stated in Box 5.

“Delivery” means delivery of the Vessel to the Contractors at the Contractors’ Yard or elsewhere as may have been agreed between the Parties.

“Owners” means the Owner stated in Box 2.

“Parties” means the Owners and the Contractors.

“Redelivery” means redelivery of the Vessel to the Owners at the Contractors’ Yard or elsewhere as may have been agreed between the Parties.

“Reductions” means all deletions, if any, to the Specification Works, which are to be recorded on a Work Variation Form.

“Specification Works” means the work to be carried out under this Contract described in the Specification attached as Annex “A” hereto.

“Sub-contractors” means all persons engaged by the Contractors to do work, supply materials or equipment, or provide accommodation or services in connection with the Works.

“Tariff” means the rates agreed, if any, in Annex “C” attached hereto.

“Vessel” means the vessel described in Boxes 4 and 7.

“Works” means the Specification Works, as may be amended by any Additional Works and/or Reductions.

2. Performance and Approval of the Work

(a) Performance of Works

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- (i) The Contractors shall perform the Works in accordance with the provisions of this Contract, the requirements of the Parties’ regulatory bodies, and to the reasonable satisfaction of the Owners.
- (ii) The Works shall be performed in accordance with best local practice and, unless otherwise agreed, within normal working hours. Any overtime carried out by the Contractors to complete the Works within the Contract Period shall be for their account, but any overtime carried out at the Owners’ written request shall be subject to extra cost as stated in Box 11.
- (iii) The Contractors shall make all reasonable endeavours to perform Additional Works as requested by

61 the Owners and recorded in the Work Variation Form.
62 The Contractors shall, wherever possible, perform
63 Additional Works within the Contract Period stated
64 in Box 6. However, where the Parties agree that
65 Additional Works will extend, or Reductions shorten,
66 the Contract Period, the increase or decrease in
67 duration shall be recorded on a Work Variation Form
68 and the Redelivery Termination Date will auto-
69 matically be extended or shortened by the same
70 period.

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- (iv) In the event of Additional Works or Reductions, the Contract Price shall be adjusted by agreement between the Parties and recorded on a Work Variation Form. Where the Parties agree to Reductions, the Owners shall be credited with the equivalent of the cost saved as a result of such Reductions (see also Clause 5(a) (Price)).

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- (v) Should any of the specified materials or equipment not be available at the time required for use in the Vessel, the Contractors shall have the right to use other suitable materials or equipment of equivalent standard in replacement thereof, subject to the agreement of the Classification Society and the Owners, the latter’s consent not to be unreasonably withheld.

(b) Contractors’ right to sub-contract

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Subject to the Owners’ right to object on reasonable grounds, the Contractors shall have the right to employ sub-contractors to perform any works provided that the Contractors remain responsible for all of their sub-contractors’ actions. In the event of such a sub-contract the Contractors shall remain liable for the due performance of their obligations under this Contract.

(c) Approvals and Certificates

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- (i) The Contractors shall be responsible for obtaining and maintaining all necessary approvals and certificates of whatsoever nature relating to the Works as required by the Contractors’ regulatory bodies. The Owners shall provide any reasonable assistance that may be required in this respect.
- (ii) The Owners shall be responsible for obtaining and maintaining any approvals or certificates relating to the Vessel and the Works as required by the Owners’ regulatory bodies. The Contractors shall provide any reasonable assistance that may be required in this respect.

3. Supervision and Owners’ Work

(a) Owners’ Representatives

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- (i) The supervision of the Works shall be carried out by the Owners’ Representative(s) as stated in Box 12 or such other person(s) as the Owners may from time to time appoint and notify to the Contractors in writing. The Owners shall have at least one representative present at the Contractors’ Yard throughout the Works. The Owners’ Representative(s) shall be authorised to act on behalf of the Owners in respect of all matters relating to the Contract, including but not limited to the approval of plans, drawings, calculations, and documents, and agreeing and signing Work Variation

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Forms and invoices.	121	in the condition stipulated in Clause 4(a)(i) (Delivery),	181
(ii) The Owners' Representative(s) shall at all times	122	the Owners shall have the right to cancel this Con-	182
provide reasonable assistance to facilitate timely and	123	tract within 24 hours, whereupon the Owners shall	183
efficient completion of the Works.	124	be entitled to demand immediate redelivery of the	184
(iii) The Vessel's Master shall be the Owners' Representa-	125	Vessel without compensation to the Contractors, and	185
tative unless stated otherwise in Box 12.	126	to recover (A) any sums already paid to the Contrac-	186
(iv) The Contractors shall, at their own expense, pro-	127	tors together with interest at the rate stated in Box	187
vide the Owners' Representative(s) with reasonable	128	17, and (B) all other expenses which the Owners have	188
office accommodation and facilities (including com-	129	reasonably incurred in connection with this Contract,	189
munication facilities) as the Owners may reasonably	130	to the extent that those sums are not otherwise ex-	190
require, provided the Owners shall bear the costs of	131	cluded under this Contract, but in any event exclud-	191
all such communication expenses.	132	ing the Owners' cost of taking the Vessel to the Con-	192
(v) The Contractors shall grant the Owners' Repre-	133	tractors' Yard, and thereafter the Parties' obligations	193
sentative(s) reasonable access to the Contractors'	134	under this Contract shall be at an end.	194
workshops whenever work on the Vessel or parts of	135		195
the Vessel is being carried out and shall ensure such	136	(c) Redelivery	196
reasonable access to any other premises or site	137	(i) Redelivery of the Vessel to the Owners shall take	197
where work is being carried out in connection with	138	place within the Contract Period.	198
the Vessel.	139	(ii) Without prejudice to Clause 7 (Guarantee), such	199
(b) Owners' Work	140	inspections, tests and/or trials as are necessary for	200
Subject to prior written agreement with the Contractors,	141	the purpose of determining whether the Vessel at	201
whose consent shall not be unreasonably withheld, the	142	Redelivery complies with the terms of this Contract	202
Owners, or the Master and crew, or any sub-contractor	143	shall be carried out prior to Redelivery in the presence	203
employed or engaged by the Owners, shall be entitled	144	of the Owners' Representative(s). The Contractors	204
to carry out the Owners' own work on the Vessel,	145	shall keep the Owners advised of progress and the	205
provided the Owners remain responsible for all of their	146	expected dates for Redelivery and Completion.	206
actions and such work does not interfere with or delay	147	(iii) Defects and defaults in the performance of the	207
the Works.	148	Works, shall be listed in a protocol prepared by the	208
		Parties. The Contractors shall at their cost rectify	209
4. Delivery, Redelivery and Acceptance of the Vessel	149	any such defects and defaults before Redelivery,	210
(a) Delivery	150	unless the Owners can agree that completion of	211
(i) The Vessel shall be delivered at a safe place	151	certain of the Works can take place after Redelivery.	212
nominated by the Contractors on the Delivery Date	152	(iv) Without prejudice to the provisions of Clause 7	213
stated in Box 8, safely afloat and, unless otherwise	153	(Guarantee), at the date of Redelivery a Protocol of	214
agreed, gas free and/or inerted, free of cargo, slops,	154	Redelivery and Acceptance shall be signed between	215
sludge, dirty ballast and of any substances in the	155	the Parties which shall identify any Works to be	216
structure of the Vessel in way of the Works which	156	completed after Redelivery.	
are dangerous or harmful to health.	157		
(ii) The Owners shall keep the Contractors promptly	158	5. Financial Provisions	217
advised of any changes to the Vessel's Delivery Date.	159	(a) Price	218
(iii) A Protocol of Delivery shall be signed by the Parties	160	(i) The Contract Price, as stated in Box 10, covers all items	219
hereto confirming the time of Delivery.	161	in the Specification Works for which a fixed price has	220
	162	been agreed.	221
(b) Cancellation	162	(ii) Where a fixed price has not been quoted for any	222
(i) Contractors' Cancellation	163	item in the Specification Works and/or Additional	223
If, for any reason, the Vessel is not delivered to the	164	Works, the price shall be calculated by reference to	224
Contractors on or before 1500 hours local time on	165	the agreed Tariff, or if there is no agreed Tariff,	225
the Cancellation Date stated in Box 9, the Contractors	166	reasonable rates applying in the location of the	226
shall have the right, exercisable no later than 1700	167	Contractors' Yard.	227
hours local time the same day, to cancel this Contract	168	(b) Payment	228
and to recover any costs and expenses which they	169	(i) The Contract Price shall be payable by the Owners	229
have reasonably incurred in the performance of the	170	free of all taxes, bank charges, exchange control	230
Contract up to the date of cancellation (including sums	171	regulations and in the currency stated in Box 10, in	231
payable to Sub-contractors provided they were	172	accordance with the payment terms agreed in Box	232
incurred with the Owners' prior written agreement) to	173	14 or, if no such terms are agreed, at Redelivery.	233
the extent that such sums are not otherwise excluded	174	(ii) Any part of the Contract Price due between	234
under this Contract, and thereafter the Parties'	175	Redelivery and Completion shall be payable in	235
obligations under this Contract shall be at an end.	176	accordance with the payment terms agreed in Box	236
(ii) Owners' Cancellation	177	14 or, in the absence of such agreement, upon	237
If, for any reason, the Contractors fail to commence	178	Completion.	238
the Works in accordance with the Specification within	179	(iii) If the payment terms agreed in Box 14 require interim	239
48 hours of the date on which the Vessel is delivered	180	payments prior to Redelivery and the Owners fail to	240

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pay any such sums on the dates agreed, the Owners	241	be at the Owners' sole risk and responsibility, and	301
shall pay interest at the rate stated in Box 17 on	242	the Contractors shall not be under any liability	302
such outstanding sums. In the event that such sums	243	whatsoever to the Owners for any loss, damage	303
(together with accrued interest) are not paid within	244	or expense resulting from such tests, trials or	304
3 working days of their due date, the Contractors	245	movements, unless caused by the intervention,	305
shall have the right to suspend work on this Contract	246	act or omission of the Contractors.	306
without thereby incurring liability to the Owners until	247	(5) Except as provided in Clause 6(a) (Liquidated	307
payment of outstanding sums (including accrued	248	Damages), in no circumstances shall either	308
interest). The Contractors shall also have the right	249	party's liability to the other party include any sum	309
to recover from the Owners all direct and indirect	250	in respect of loss of hire, profit, use or business,	310
costs arising from such suspension of work to the	251	or any similar direct, indirect or consequential loss,	311
extent not otherwise contractually excluded.	252	damage or expense arising out of or in connection	312
(iv) If the payment terms agreed in Box 14 require	253	with this Contract.	313
payments to be made after Redelivery and the	254	(ii) <u>Liability for Death or Personal Injury</u>	314
Owners fail to make any such payments, the Owners	255	Each party accepts responsibility and liability for the	315
shall pay interest at the rate stated in Box 17 and,	256	death or personal injury of its own personnel, and	316
failing payment of such outstanding sums (together	257	the personnel of those entities for whom they are	317
with accrued interest) within 3 working days of their	258	responsible under this Contract, irrespective of the	318
due date, any other payment instalments agreed to	259	cause of death or personal injury, and whether or	319
be payable at any later date shall become due	260	not caused by the negligence or gross negligence	320
immediately.	261	of the other party, or those entities for whom the	321
(c) <u>Title to the Vessel</u>	262	other party are responsible under this Contract.	322
(i) Title to the Vessel shall remain at all times with the	263	Each party further agrees to indemnify and hold	323
Owners.	264	harmless the other party, as regards both liability	324
(ii) Except as provided in Clause 5(c)(iii), the Contractors	265	and legal costs, in the event that the aforesaid	325
shall not permit nor suffer any lien to be created on	266	personnel or their dependants pursue claims for	326
the Vessel as a consequence of their work or that of	267	death or personal injury against the party who is	327
the Sub-contractors.	268	not responsible for them under this Contract.	328
(iii) The Contractors shall be entitled to exercise a lien	269	(iii) <u>Third Parties</u>	329
on the Vessel for all sums due to the Contractors on	270	(1) Each party agrees to indemnify the other party	330
or before Redelivery.	271	against all claims made against the other party	331
6. Liquidated Damages, Liabilities and Indemnities	272	by third parties (being those individuals and	332
(a) <u>Liquidated Damages</u>	273	entities for whom neither party is responsible	333
In the event that Redelivery is delayed beyond the	274	under this Contract) in any way related to this	334
Contract Period, the Contractors accept liability for	275	Contract, where such claims are caused by, or to	335
liquidated damages in the sums stated in Box 16 for	276	the extent that they are contributed to by the	336
each day of delay, subject to any maximum amount	277	indemnifying party's negligence, gross negligence	337
stated in Box 16, and subject always to the Contractors'	278	or wilful default or that of those for whom it is	338
Total Liability as stated in Box 15(a).	279	responsible under the terms of this Contract.	339
(b) <u>Liabilities</u>	280	(2) The indemnifying party shall bear the expense of	340
(i) <u>Liability for Loss or Damage</u>	281	investigations and defences of all claims against	341
(1) The Contractors shall only be liable to the	282	which the other party is indemnified under sub-	342
Owners under this Contract when proven loss	283	clause (1) above and all lawsuits arising therefrom	343
or damage has been caused by the negligence,	284	including the legal costs of the indemnified party.	344
gross negligence or wilful default of the	285	(iv) <u>Contractual Limitation</u>	345
Contractors or that of those for whom they are	286	(1) Except as provided in Clause 7 (Guarantee), the	346
responsible.	287	Contractors' liability arising out of or in connection	347
(2) Except in the event of prior cancellation or ter-	288	with this Contract shall be limited to the	348
mination, the Contractors' liabilities arising out	289	Contractors' Total Liability as stated in Box 15(a).	
of or in connection with this Contract of whatso-	290	(2) The Owners' liability arising out of or in connection	349
ever nature and howsoever arising shall cease	291	with this Contract shall be limited to the Owners'	350
upon Redelivery or, if later, Completion, except	292	Total Liability as stated in Box 15(b).	351
as provided in Clause 7 (Guarantee) and Clause	293	(v) <u>Employees, Servants, Agents and Sub-contractors</u>	352
11(e) (Intellectual Property).	294	The limitations on each party's liability in this Clause	353
(3) The Owners shall only be liable to the Contractors	295	6(b) (Liabilities) shall also apply to the liability of those	354
under this Contract when proven loss or damage	296	for whom that party is responsible under this Contract.	355
has been caused by the negligence, gross	297	Each party further agrees that it will not, and will	356
negligence or wilful default of the Owners or that	298	ensure that those for whom it is responsible do not,	357
of those for whom they are responsible.	299	circumvent the aforesaid limitations and allocation of	358
(4) Any tests, trials or movements of the Vessel shall	300		359

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responsibility by taking legal proceedings against the employees, servants or agents of the other party, and to this extent each party shall be deemed to be acting as agent or trustee on behalf of and for the benefit of all such persons.	360 361 362 363 364	(2) any Government requisition, control, intervention, requirement or interference;	419 420
(c) <u>Limitation</u>	365	(3) any circumstances arising out of war, threatened act of war or warlike operations, acts of terrorists or the consequences thereof;	421 422 423
Nothing herein contained shall affect any right that the Parties may have to limit their liability under any statutory enactment for the time being in force.	366 367 368	(4) riots, civil commotions, blockades or embargoes;	424
7. Guarantee	369	(5) epidemics;	425
(a) The guarantee shall apply to the Works performed and materials supplied by the Contractors and, for the avoidance of doubt, by the Sub-contractors.	370 371 372	(6) earthquakes, landslides, floods or other extraordinary weather conditions;	426 427
(b) Pursuant to the guarantee, the Contractors shall be responsible for repairing defects in materials, equipment and workmanship existing at the time of Redelivery or, if later, Completion, provided always that notice of complaint in respect of such defects is received in writing by the Contractors within the number of months stated in Box 13 from the date of Completion.	373 374 375 376 377 378 379	(7) strikes, lockouts or other industrial action, but only if of a general nature and not limited to the Contractors and/or the Sub-contractors;	428 429 430
(c) If the defect has led to damage to the Vessel or any part thereof, the repair obligation shall extend to repair or renewal of the Vessel's part(s) that have been damaged as a direct consequence of the defect.	380 381 382 383	(8) fire, accident, explosion (whether in the Contractors' Yard or elsewhere) except where caused by the proven negligence of the Contractors and/or the Sub-contractors.	431 432 433 434
(d) In cases where the Contractors are liable for defects as provided in this Clause 7, the Owners shall be entitled to have the work and the replacements carried out at any yard or workshop, other than the Contractors' if, in the reasonable opinion of the Owners, such work and the replacements need to be effected promptly and it is not practicable or cost effective for the Owners to bring the Vessel to the Contractors' Yard. The Contractors' liability in such cases shall solely be to pay directly or reimburse the actual cost incurred for such work and the replacements provided always that before committing the Vessel to another yard or workshop the Owners shall:	384 385 386 387 388 389 390 391 392 393 394 395	(ii) <u>Other events</u>	435
(i) Notify the Contractors of their intention to do so and request such assistance as the Contractor may be able to offer in order to minimise the cost;	396 397 398	(1) failure of the Owners and/or Owners' regulatory bodies to review/approve technical information within a reasonable time;	436 437 438
(ii) Use reasonable endeavours to ensure that the cost does not exceed the cost of having the same work carried out at the Contractors' Yard.	399 400 401	(2) suspension of the Works pursuant to Clause 5(b)(iii) (Payment);	439 440
(e) In any case the Vessel shall be taken at the Owners' cost and responsibility to the place elected, ready in all respects for the guarantee work to be commenced.	402 403 404	(3) failure of the Owners to deliver the Vessel in the condition stipulated in Clause 4(a)(i) (Delivery);	441 442 443
(f) When repairs or renewals are performed by the Contractors pursuant to this Clause 7, the Contractors shall guarantee such repairs or renewals on the same terms as this Clause 7.	405 406 407 408	(4) breach of Clause 3(a)(ii) (Owners' Representatives);	444 445
8. Disruptions	409	(5) disruption of the Works in breach of Clause 3(b) (Owners' Work);	446 447
(a) The Contract Period shall be extended when any of the following events cause delay to the Contractors' performance of the Works, provided always that the Contractors shall have complied with Clause 8(b) hereunder and shall have made all reasonable efforts to avoid or minimise the effects such events may have on the performance of the Works:	410 411 412 413 414 415 416	(6) late delivery of any items to be supplied by the Owners.	448 449
(i) <u>Force Majeure events</u>	417	(b) The Contractors shall notify the Owners in writing within 2 working days of the occurrence of any event of delay, on account of which the Contractors assert that they are entitled to claim an extension of the Contract Period. A failure to so notify shall bar the Contractors from claiming any extension to the Contract Period. The Contractors shall also advise the Owners in writing (A) within 2 working days of the ending of any event notified under this clause that the event has ended, and (B) as soon as reasonably possible after (A), the length of extension of the Contract Period claimed by the Contractors.	450 451 452 453 454 455 456 457 458 459 460 461
(1) acts of God;	418	9. Termination	462
		(a) <u>Contractors' Default</u>	463
		The Owners shall be entitled to terminate the Contract by notice in writing to the Contractors in the event that:	464
		(i) the Contractors are deemed insolvent pursuant to Clause 9(c) (Deemed Insolvency); or	465 466 467
		(ii) without lawful excuse, the Contractors (A) fail to perform the Works or any substantial part of them for a running period of at least 5 days, provided that thereafter the Owners give the Contractors at least 2 days written notice of their intention to terminate under this Clause 9(a), and within that period the Contractors fail to remedy their breach, or (B) clearly indicate their intention not to perform the Contract;	468 469 470 471 472 473 474 475 476
		or	
		(iii) the Contractors fail to redeliver the Vessel in the condition required by the Contract by the Redelivery	477 478

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Termination Date stated in Box 19 (if any), as may be adjusted pursuant to Clauses 2(a)(iii) and 8(a)(ii) (Other events); or	479	apprehends that any of the events mentioned in (A) or (B) above is about to occur in relation to the Insolvent Party and, after notification to the Insolvent Party is not reasonably satisfied as to its continuing creditworthiness and/or is not provided with suitable guarantees.	539
(iv) there is damage to the Vessel in the course of the Works for which the Contractors are liable under the terms of the Contract and the reasonable estimated cost of repairing such damage exceeds the Contractors' Total Liability.	480		540
Thereupon the Owners shall be obliged to pay any part of the Contract Price that relates to the Works performed up to the date of termination. However, the Owners shall be entitled to set-off against which payment (A) any sums payable pursuant to Clause 6(a), and (B) any losses and/or claims not otherwise excluded which they may suffer by reason of the termination. To the extent that (A) and (B) exceed the Contractors' Total Liability, the Owners shall be discharged from their obligation to pay an equivalent sum out of any unpaid part of the Contract Price. Thereafter, notwithstanding the provisions of Clause 5(c)(iii), the Owners shall have the right to remove the Vessel from the Contractors' Yard without hindrance or interference by the Contractors or those for whom they are responsible.	481		541
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	485	10. Insurance	544
	486	(a) Contractors' Insurances	545
	487	The Contractors shall effect and maintain, at no cost to the Owners, ship repairers liability insurance providing coverage for such loss and damage for which the Contractors may be held liable to the Owners under this Contract and shall, at the Owners' request, make immediately available to the Owners copies of insurance policies to provide evidence and details of cover.	546
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	494	(b) Owners' Insurances	553
	495	The Owners shall effect and maintain, at no cost to the Contractors, Protection and Indemnity Insurance, Hull and Machinery Insurance and War Risks Insurance and providing full coverage for such loss and damage for which the Owners may be held liable to the Contractors under this Contract and shall, at the Contractors' request make immediately available to the Contractors copies of insurance policies to provide evidence and details of the cover.	554
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(b) Owners' Default	504	11. Sundry Provisions	563
The Contractors shall be entitled to terminate the Contract by notice in writing to the Owners in the event that:	505	(a) Assignment	564
(i) the Owners are deemed insolvent pursuant to Clause 9(c) (Deemed Insolvency); or	506	Neither party shall have the right to assign this Contract or any rights thereunder to a third party without the written consent of the other party, which consent shall not be unreasonably withheld.	565
(ii) without lawful excuse, the Owners (A) fail to pay any sums due under the Contract for a period of 5 days provided that thereafter the Contractors give the Owners at least 2 days written notice of their intention to terminate under this Clause 9(b), and within that period Owners fail to remedy the breach, or (B) clearly indicate their intention not to perform the Contract; or	507		566
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	509		568
	510	(b) Severance	569
	511	If by reason of any enactment or judgment any provision of this Contract shall be deemed or held to be illegal, void or unenforceable in whole or in part, all other provisions of this Contract shall be unaffected thereby and shall remain in full force and effect.	570
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(iii) there is damage to the Contractors' property in the course of the Works for which the Owners are liable under the terms of the Contract and the reasonably estimated cost of repairing the damage exceeds the Owners' Total Liability.	516	(c) No Waiver	575
	517	No failure or forbearance of either of the Parties to exercise any of their rights or remedies under this Contract shall constitute a waiver thereof or prevent the Parties from subsequently exercising any such rights or remedies in full.	576
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Thereupon the Contractors shall be entitled to recover any unpaid part of the Contract Price that relates to the Works performed up to the date of termination, together with (A) any losses they may suffer, or liability to Sub-contractors and others they may incur, by reason of the termination except as otherwise excluded, and (B), pending payment of (A), their reasonable costs of accommodating the Vessel, but (A) and (B) being subject always to Owners' Total Liability.	521	(d) Entire Agreement	580
	522	This Contract constitutes the entire agreement between the Parties and no promise, undertaking, representation, warranty or statement by either party prior to the date of this Contract shall affect the Contract nor shall any modification of this Contract be of any effect unless in writing signed by or on behalf of the Parties.	581
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	529	(e) Intellectual Property	588
(c) Deemed Insolvency	530	(i) The Contractors have ownership of drawings, casting patterns, data regarding weights and volumes, information regarding prices and any other data which it has prepared or produced in connection with this Contract. The Owners may at all times use the same in subsequent work on the Vessel or sister vessels. Subject to payment of the copying expenses, the Owners may require the Contractors to supply copies of this material. The Contractors may not make any	589
Either party shall be deemed insolvent (the "Insolvent Party") if it (A) makes any voluntary arrangement with its creditors or becomes subject to an administration order or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or (B) an encumbrancer takes possession of, or a receiver is appointed in respect of any of the Insolvent Party's property or assets; or (C) the other party reasonably	531		590
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of this material available to third parties without the prior written consent of the Owners, such consent not to be unreasonably withheld where disclosure is necessary for the completion of the Works.	598	the parties may agree) the arbitration shall be conducted in accordance with the LMAA Small Claims Procedure current at the time when the arbitration proceedings are commenced.	658
(ii) The Owners shall ensure that the manufacturing and/or supplying according to drawings, models or other instructions supplied by them shall not infringe any trade mark, patent or similar rights of third parties. Should claims nevertheless be made against the Contractors in this respect the Owners shall keep the Contractors indemnified against the cost to the Contractors of such claims, including any legal costs incurred by them in connection therewith.	599 600 601 602 603 604 605 606 607 608 609 610	* (b) This Contract shall be governed by and construed in accordance with Title 9 of the United States Code and the Maritime Law of the United States and any dispute arising out of or in connection with this Contract shall be referred to three persons at New York, one to be appointed by each of the parties hereto, and the third by the two so chosen; their decision or that of any two of them shall be final, and for the purposes of enforcing any award, judgement may be entered on an award by any court of competent jurisdiction. The proceedings shall be conducted in accordance with the rules of the Society of Maritime Arbitrators, Inc.	659 660 661 662 663 664 665 666 667 668 669 670 671 672 673
(iii) Except as provided for in Clause 11(e)(ii), the Contractors hereby agree to indemnify the Owners against the cost to the Owners of any claims, including legal costs incurred by the Owners in connection therewith based on any alleged infringement of trademarks, patents or any other protected rights, arising out of or in any way related to the Contractors' performance of the Works.	611 612 613 614 615 616 617 618 619	In cases where neither the claim nor any counterclaim exceeds the sum of US\$50,000 (or such other sum as the parties may agree) the arbitration shall be conducted in accordance with the Shortened Arbitration Procedure of the Society of Maritime Arbitrators, Inc. current at the time when the arbitration proceedings are commenced.	674 675 676 677 678 679
(f) Scrap Materials Scrap metal materials removed from the Vessel pursuant to the Works shall become the Contractors' property except for propellers, tailshafts and heavy machinery parts.	620 621 622 623	* (c) This Contract shall be governed by and construed in accordance with the laws of the place mutually agreed by the parties and any dispute arising out of or in connection with this Contract shall be referred to arbitration at a mutually agreed place, subject to the procedures applicable there.	680 681 682 683 684
12. BIMCO Dispute Resolution Clause	624	(d) Notwithstanding 12(a), 12(b) or 12(c) above, the parties may agree at any time to refer to mediation any difference and/or dispute arising out of or in connection with this Contract.	685 686 687 688 689
* (a) This Contract shall be governed by and construed in accordance with English law and any dispute arising out of or in connection with this Contract shall be referred to arbitration in London in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment thereof save to the extent necessary to give effect to the provisions of this Clause.	625 626 627 628 629 630 631 632	In the case of a dispute in respect of which arbitration has been commenced under 12(a), 12(b) or 12(c) above, the following shall apply:	690 691 692
The arbitration shall be conducted in accordance with the London Maritime Arbitrators Association (LMAA) Terms current at the time when the arbitration proceedings are commenced.	633 634 635	(i) Either party may at any time and from time to time elect to refer the dispute or part of the dispute to mediation by service on the other party of a written notice (the "Mediation Notice") calling on the other party to agree to mediation.	693 694 695 696 697
The reference shall be to three arbitrators. A party wishing to refer a dispute to arbitration shall appoint its arbitrator and send notice of such appointment in writing to the other party requiring the other party to appoint its own arbitrator within 14 calendar days of that notice and stating that it will appoint its arbitrator as sole arbitrator unless the other party appoints its own arbitrator and gives notice that it has done so within the 14 days specified. If the other party does not appoint its own arbitrator and give notice that it has done so within the 14 days specified, the party referring a dispute to arbitration may, without the requirement of any further prior notice to the other party, appoint its arbitrator as sole arbitrator and shall advise the other party accordingly. The award of a sole arbitrator shall be binding on both parties as if he had been appointed by agreement.	636 637 638 639 640 641 642 643 644 645 646 647 648 649 650 651 652	(ii) The other party shall thereupon within 14 calendar days of receipt of the Mediation Notice confirm that they agree to mediation, in which case the parties shall thereafter agree a mediator within a further 14 calendar days, failing which on the application of either party a mediator will be appointed promptly by the Arbitration Tribunal ("the Tribunal") or such person as the Tribunal may designate for that purpose. The mediation shall be conducted in such place and in accordance with such procedure and on such terms as the parties may agree or, in the event of disagreement, as may be set by the mediator.	698 699 700 701 702 703 704 705 706 707 708 709
Nothing herein shall prevent the parties agreeing in writing to vary these provisions to provide for the appointment of a sole arbitrator.	653 654 655	(iii) If the other party does not agree to mediate, that fact may be brought to the attention of the Tribunal and may be taken into account by the Tribunal when allocating the costs of the arbitration as between the parties.	710 711 712 713 714
In cases where neither the claim nor any counterclaim exceeds the sum of US\$50,000 (or such other sum as	656 657	(iv) The mediation shall not affect the right of either party to seek such relief or take such steps as it considers necessary to protect its interest.	715 716 717

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(v) Either party may advise the Tribunal that they have agreed to mediation. The arbitration procedure shall continue during the conduct of the mediation but the Tribunal may take the mediation timetable into account when setting the timetable for steps in the arbitration.	718 719 720 721 722 723	<i>process may not necessarily interrupt time limits.)</i>	734
(vi) Unless otherwise agreed or specified in the mediation terms, each party shall bear its own costs incurred in the mediation and the parties shall share equally the mediator's costs and expenses.	724 725 726 727	(e) If Box 18 in Part I is not appropriately filled in, clause 12(a) of this Clause shall apply. Clause 12(d) shall apply in all cases.	735 736 737
(vii) The mediation process shall be without prejudice and confidential and no information or documents disclosed during it shall be revealed to the Tribunal except to the extent that they are disclosable under the law and procedure governing the arbitration.	728 729 730 731 732	* Clauses 12(a), 12(b) and 12(c) are alternatives; indicate alternative agreed in Box 18.	738 739
<i>(Note: The parties should be aware that the mediation</i>	733		
		13. BIMCO Notices Clause	740
		(a) All notices given by either party or their agents to the other party or their agents in accordance with the provisions of this Contract shall be in writing.	741 742 743
		(b) For the purposes of this Contract, "in writing" shall mean any method of legible communication. A notice may be given by any effective means including, but not limited to, cable, telex, fax, e-mail, registered or recorded mail, or by personal service.	744 745 746 747 748

Sample Copy

ANNEX "A" (SPECIFICATION)
BIMCO STANDARD SHIP REPAIR CONTRACT
CODE NAME: REPAIRCON



Note: Annex "A" will either be the front sheet to whatever detailed technical specification has been developed and agreed between the Parties, or will be a list identifying by date and description the various documents and correspondence exchanged between the Parties which together comprise the Specification.

Sample copy

**ANNEX "B" (WORK VARIATION FORM)
 BIMCO STANDARD SHIP REPAIR CONTRACT
 CODE NAME: REPAIRCON**

Vessel's Name:	WWF No.:	Date issued for Signature:
Description of Additional Works/Reductions:		
(a) Adjustment to Contract Price:	(b) Time for payment of Adjustment	(c) Adjustment to Contract Period
For Contractors Name: _____ Date: _____ Signature: _____	For Owners Name: _____ Date: _____ Signature: _____	

Sample Copy

ANNEX "C" (TARIFF RATES)
BIMCO STANDARD SHIP REPAIR CONTRACT
CODE NAME: REPAIRCON

Sample copy