

Appendix 12

Example of a Vessel Charter Agreement

AUSTRALIAN MARITIME SAFETY AUTHORITY CHARTER AGREEMENT

IT IS MUTUALLY AGREED between the owner and the Australian Maritime Safety Authority that the owner will let and the Australian Maritime Safety Authority will take the vessel for the period of hire at the agreed rate for the purpose of combating pollution of the sea by oil within such parts of the area of operations as the Australian Maritime Safety Authority representative may direct on the following conditions namely:

- (1) Prior to the commencement of hire, the owner and the skipper of the vessel shall perform and observe all laws relating to the servicing operation and certification of the vessel.
- (2) The owner will place the vessel in a seaworthy condition manned in accordance with all relevant legal requirements at the disposal of the Australian Maritime Safety Authority at the specified port at the commencement of hire.
- (3) The owner will pay the wages of the crew during the hiring and, subject to condition 7, will bear the cost of maintenance and other outgoings arising out of the hiring other than the cost of fuel which shall be borne by the Australian Maritime Safety Authority.
- (4) The skipper will be responsible for the safe navigation of the vessel and will be the sole judge as to whether it is prudent to put to sea or remain at sea at any given time having regard to the state of the weather and the surrounding circumstances.
- (5) Subject to condition 4 the skipper and crew will obey all reasonable orders of the Australian Maritime Safety Authority representative including orders relating to:
 - (a) The carriage of persons other than the crew on board the vessel;
 - (b) The fitting to the vessel of anti-pollution equipment supplied by the Australian Maritime Safety Authority;
 - (c) The carriage, operation and use of anti-pollution equipment and materials on board the vessel; and
 - (d) The voyages and tasks to be undertaken by the vessel.
- (6) Time lost through any defect in the vessel or its equipment or any unreasonable act or omission of the owner, skipper or crew will be deducted from the period of hire.
- (7) The Australian Maritime Safety Authority shall, with respect to matters arising from the use of the vessel for the purpose of this Agreement:
 - (a) to the extent that the owner is not otherwise covered by insurance, indemnify the owner against all actions claims and demands, other than those for or relating to workers' compensation, for which the owner shall be liable on account of death of or injury to any person or the loss of or damage to any property; and

- (b) To the extent that the owner is not otherwise covered by insurance, compensate the owner for loss of or damage to the vessel including pollution damage and for loss of the value of fish which are aboard the vessel at the commencement of hire.
- (8) The hiring may be terminated by the Australian Maritime Safety Authority representative, or by the owner, at any time upon either of them giving 24 hours' notice in writing to the other.
- (9) Any notice which the owner may desire to give to the Australian Government under this agreement may be given by the owner or skipper to the Australian Maritime Safety Authority representative and any notice which the Australian Maritime Safety Authority may wish to give the owner under this agreement may be given by the Australian Government representative to the owner or skipper.
- (10) In the agreement the expressions set out in Column 1 of the Schedule shall have the meanings respectively set out opposite to them in Column 2 of the Schedule.

The Schedule

COLUMN 1

COLUMN 2

Vessel

Owner

Skipper

Specified Port

Area of Operations

within a radius of nautical miles from

Commencement of Hire

..... AM on/...../.....

..... PM on/...../.....

Period of Hire

..... days of 24 hours

Agreed Rate

\$..... a day and

for and part of

\$..... a day

Australian Maritime Safety
Authority Representative

The person signing this agreement on behalf of the Australian Maritime Safety Authority or any person nominated by him to

be the Australian Maritime Safety Authority representative for the purpose of this agreement.

Dated thisday of.....20....

.....
Owner

.....
Australian Maritime Safety Authority