

## **APPENDIX 12 - Example Of A Vessel Charter Agreement - For Illustration Purposes Only**

### **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 Master 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 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 Master 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 Master 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, Master or crew will be deducted from the period of hire.
- (7) 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.
- (8) Any notice which the owner may desire to give to the Australian Maritime Safety Authority under this agreement may be given by the owner or Master 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 Maritime Safety Authority representative to the owner or Master.
- (9) 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

Master

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 or her to be

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

---

Date this .....day of.....20..

.....  
Owner

.....  
*Australian Maritime Safety Authority*