

STANDARD TERMS & CONDITIONS

1. Definitions

- 1.1 “Hirst Marine” means the company, Hirst Marine Consultancy Pty Ltd
- 1.2 “Advice” means the report prepared by Hirst Marine advising on how liability should be apportioned between the two ships in collision at sea applying English law.
- 1.3 “Client” means the party instructing Hirst Marine to provide the Advice.
- 1.4 “Contract” means the agreement between the Client and Hirst Marine for the provision of the Advice.
- 1.5 “Evidence” means the information which the Client provides to enable Hirst Marine to provide the Advice.
- 1.6 “Fee” means the fee charged by Hirst Marine for providing the Advice.

2. Obligations

- 2.1 The Client shall provide legible copies of the Evidence to Hirst Marine. The Client acknowledges that the Evidence shall contain as a minimum, the following information:
- (i) the names, types, gross tonnages, and ports of registry of the two ships;
 - (ii) a plot showing a reconstruction of the tracks of the two ships leading up to the collision;
 - (iii) a chart/chart extract for the area covered by the plot showing the time and position of the collision;
 - (iv) details of the actions taken by the two ships to avoid collision and the times when these actions were taken; and
 - (v) the state of the visibility at these times and at the time of collision.
- 2.2 The Client shall pay the Fee promptly and in accordance with Clause 3 below.
- 2.3 Hirst Marine shall use reasonable care and skill in preparing the Advice and shall provide the Advice to the Client within a reasonable time after receiving legible copies of the Evidence.
- 2.4 Hirst Marine shall not disclose any of the Evidence provided by the Client to any third party without the Client’s express consent, unless required to do so by an order of a competent court of law.

3. Payment

3.1 The Fee is currently a fixed sum of A\$8,000 (Australian Dollars Eight Thousand)

3.2 The Fee is payable on receipt of the invoice accompanying the Advice and in any event within 30 days thereafter.

3.3 If the Fee is not fully paid within 30 days of receipt of this invoice, Hirst Marine reserves the right to charge interest on any sums outstanding at the Australia bank lending rate prevailing on the date of default plus 1%.

4. Liability

4.1 The Client acknowledges that the apportionment of liability between ships in collision at sea is not an exact science, and that it may also vary depending upon the choice of jurisdiction and applicable law for determining this issue. In view thereof, the Client further acknowledges that in order to establish a want of reasonable care and skill (fault) on the part of Hirst Marine in preparing the Advice, the Client will have to prove that the apportionment in the Advice was not one which a suitably qualified expert could reasonably reach on the Evidence provided to Hirst Marine by the Client applying English law.

4.2 Save as provided for in Clause 4.1 above, Hirst Marine shall be under no liability whatsoever to the Client for any loss or damage arising directly or indirectly as a result of the Client's reliance upon the Advice.

4.3 In the event that the Client can prove fault on the part of Hirst Marine in preparing the Advice in accordance with Clause 4.1 above and loss or damage arising as a result of the Client's reliance upon the Advice, the liability of Hirst Marine for any such loss or damage shall never exceed 10 times the Fee.

5. Law & Jurisdiction

5.1 These Terms and Conditions shall be governed by and construed in accordance with English law.

5.2 By instructing Hirst Marine the Client is deemed to have read, understood and agreed to these Terms and Conditions which form part of the Contract.

5.3 Any dispute, controversy or claim arising out of, relating to or in connection with the Contract, including any questions regarding its existence, validity or termination, shall be resolved by arbitration in accordance with the ACICA Expedited Arbitration Rules. The seat of arbitration shall be Brisbane, Australia. The language of the arbitration shall be English.