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**Port of Sept-Îles
Harbour Tug Rates and Conditions**

Effective April 8, 2022

All services are performed under ECTOA Standard Towing Conditions; see following pages and www.ectoa.ca

Regular harbour towing services rates - Pointe-Noire sector: multiuser dock, La Relance terminal, Pointe-Noire terminal

Deadweight	Base rate*	Deadweight	Base rate*	Deadweight	Base rate*
Up to 10 000	\$4 000	110 001 to 120 000	\$10 337	220 001 to 230 000	\$17 935
10 001 to 20 000	\$4 044	120 001 to 130 000	\$11 027	230 001 to 240 000	\$18 605
20 001 to 30 000	\$4 380	130 001 to 140 000	\$11 721	240 001 to 250 000	\$19 277
30 001 to 40 000	\$5 002	140 001 to 150 000	\$12 410	250 001 to 260 000	\$19 948
40 001 to 50 000	\$5 642	150 001 to 160 000	\$13 100	260 001 to 270 000	\$20 621
50 001 to 60 000	\$6 278	160 001 to 170 000	\$13 791	270 001 to 280 000	\$21 290
60 001 to 70 000	\$6 909	170 001 to 180 000	\$14 482	280 001 to 290 000	\$21 961
70 001 to 80 000	\$7 558	180 001 to 190 000	\$15 173	290 001 to 300 000	\$22 632
80 001 to 90 000	\$8 179	190 001 to 200 000	\$15 863	300 001 to 310 000	\$23 304
90 001 to 100 000	\$8 783	200 001 to 210 000	\$16 552	310 001 to 320 000	\$23 976
100 001 to 110 000	\$9 630	210 001 to 220 000	\$17 246	320 001 and over	\$24 645

Regular harbour towing services rates - Pointe-aux-Basques terminal, Mgr-Blanche terminal, cruise terminal, Imperial Oil

Deadweight	Base rate*	Deadweight	Base rate*
Up to 10 000	\$3 715	60 001 to 70 000	\$6 818
10 001 to 20 000	\$3 780	70 001 to 80 000	\$7 451
20 001 to 30 000	\$4 156	80 001 to 90 000	\$8 146
30 001 to 40 000	\$4 785	90 001 to 100 000	\$8 830
40 001 to 50 000	\$5 465	100 001 to 110 000	\$9 815
50 001 to 60 000	\$6 104	110 001 and over	\$10 154

*Rates per tug in CAD (if applicable, taxes will be added to these rates)

Terms and conditions

1. Fuel surcharge:

A fuel surcharge based on marine diesel oil reference price (including transport & federal excise tax) in Quebec is calculate on the nearest of the 15th of each month shall be applied on the next monthly billing if prices are above \$995 per metric ton. For every fluctuation of \$40 above the reference price, a surcharge of 0,67% on the Base rate will be applied. Fuel surcharge is not applicable on items #4 - Orders, #5 a) - Cancellation and #10 - Shuttle services.

2. Winter surcharge:

Is in effect from January 1st to March 31st inclusively and is 50% higher than Base rate.

3. Shifting rate:

When assisting a vessel to shift on its line or within one or two docks alongside each other, the rate will be 50% higher than applicable rate. Shifting a vessel between two distinct docks, is not a shifting; an undocking and a docking will be charged.

4. Orders:

A surcharge of **\$2,004** per tug will apply on orders placed within less than four (4) hours prior to scheduled order time. Only firm orders are accepted. Changes to the orders may be brought free of charge prior to the tug's departure for ordered service.

5. Cancellation

a) The charge for cancelled orders will be **\$1,892** per tug if the cancellation is received within two (2) hours prior to scheduled order time (no charge for cancellation due to weather conditions).

b) When a tug is underway to the ordered location and the order is cancelled, full charge for tug services will apply.

6. Detention:

Once a tug is alongside the vessel and that a delay of more than half an hour is caused by the vessel not being ready or by other conditions not under Ocean's control, an hourly rate of **\$1,540** per tug will apply. Time will be charged per half-hour & rounded up to the next half-hour.

7. Breaking & clearing ice:

The hourly rate for breaking up ice in the way of a vessel or a dock is **\$1,910** per tug, plus the applicable rate if the vessel is docking, undocking or shifting with or without tug assistance. Time will be charged per half-hour & rounded up to the next half-hour.

8. Deadships:

Rates will be double the Base rate or winter surcharge.

9. Other services:

This rate schedule shall not apply outside the above mentioned area nor to services of the nature of salvage supplied to save or assist any vessel in peril.

For any service not covered in the above, rates will be provided upon request.

Charterer will be responsible for all other extra cost (pilotage, tow survey, dock fees, de-icing fees, etc.).

10. Shuttle services:

Transshipment of crew members, passengers, pilots (at no cost for the pilot if a tug is used for regular harbour towing services), inspectors or packages or parts at an anchorage within the bay, will be at the hourly rate of **\$1,091**, minimum one (1) hour and is counted from dock to dock. Extra hour(s) will be charged per half-hour and rounded up to the next half-hour.

11. Stores delivery

The nature of the services to be performed as well as the condition, fitness for any purpose whatsoever, possible hazardous nature, weight, quantity, quality, dimensions, measures, marks, numbers, content and value of the goods described are unknown to Ocean except for their description as supplied by the Client, if so supplied. It is therefore the client's responsibility to ensure that such description is complete and accurate for the purpose of the safe and due performance of the services to be performed.

All goods, whether they are waste or valuable goods, are deemed to be carried on the tug's deck without any protection for weather and/or sea conditions, other than their packaging, at the client's sole risk. Client shall therefore ensure that the Goods are sufficiently and safely packed, secured within their package and insured, with a waiver of subrogation as against Ocean, its vessels, crews, representatives and agents (the "Ocean Interests"), for the entire duration of the services to be provided by Ocean. Ocean's interests shall be exonerated and relieved from any and all liability for any delay, damage, including pollution, or loss attributable to the goods as well as for any damage, loss, delay or consequential losses, howsoever caused, to the Goods or to Client's or third parties' equipment or other property. The Client hereby covenants to indemnify, defend and hold Ocean Interests harmless against any and all claims, loss, damage and costs, including legal fees, arising out of the transport of the goods or of Ocean's performance of services.

Provided that the services do in fact involve the carriage of goods, the provisions of the Hague-Visby Rules set out in Schedule 3 to the Marine Liability Act are contractually incorporated herein except for and to the exclusion of Article I (b), Article III, Rules 3, 4, 7 and 8 and Article IV Rule 5 of these Rules, which excluded provisions are not incorporated herein.

By booking the services or by taking delivery of the goods at destination, such person or entity accepts to be bound by these conditions on their own behalf and/or as authorised agent for any person having a present or future interest in the delivered goods.

The services are governed by Canadian Maritime Law, as this expression is defined at section 2 of the Federal Courts Act. Any dispute arising out of or in connection with these conditions shall be referred to the exclusive jurisdiction of the Federal Court of Canada.

12. Terms of payment:

Invoice payable within thirty (30) days from date of invoice. Interest at 2% per month (24% per annum) will be charged on any unpaid amount thirty (30) days after the invoice date.

13. Paramount clause:

The person or entity requesting the services declares having the authority to bind the Master, charterers and owners of the subject vessel, ship, craft and/or port installations. Ocean's related corporations involved, as well as their directors, servants, agents and sub-contractors, including the owners, charterers and crews of the tugs, pilot boats and work boats, shall benefit from and are entitled to invoke all rights, defenses, immunities, limitations and exonerations of liability the issuer of this Tariff or the supplier of the service has or may have at law or under this Tariff. It is in counterpart of the granting of those benefits and rights that any such beneficiaries has agreed to be involved in the performance of the subject services.



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**Port of Québec
Harbour Tug rates and Conditions**

Effective April 8, 2022

All services are performed under ECTOA Standard Towing Conditions; see following pages and www.ectoa.ca

Description - Regular harbour towing services	Rates based on GRT scale Base rate *			
	under 20,000	20,001 to 30,000	30,001 to 40,000	40,001 to 50,000
1. Docking or undocking				
a) Area 1: Wharves 14 to 53 (Estuary and Beauport)	\$3 186	\$4 774	\$5 171	\$5 575
b) Area 2: Wharves 101 to 108 (Anse au Foulon)	\$3 283	\$4 941	\$5 356	\$5 771
c) Area 3: Wharves 70 to 79, 86 and 87 (Davie shipyard and Valero Terminal)	\$4 528	\$6 794	\$7 357	\$7 923
2. Shifting				
a) Shifting within area 1 or 2	\$4 860	\$7 292	\$7 904	\$8 506
b) Shifting within area 3	\$6 792	\$10 194	\$11 034	\$11 886
3. Vessels in excess of 50,000 GRT	They shall be charged the Base rate for vessels of 40,001 to 50,000 GRT plus \$58 per 1,000 tons. GRT will be rounded up to the next 1,000 tons.			
4. Escort of tankers over 100,000 DWT loaded or partially loaded, in combination with docking or undocking operation				
From/to Ste-Petronille from/to front of the city of Quebec	\$1 929			

*Rates per tug in CAD (if applicable, taxes will be added to these rates)

Terms and conditions

1. Fuel surcharge:

A fuel surcharge based on marine diesel oil reference price (including transport & federal excise tax) in Québec is calculate nearest of the 15th of each month and will be applied on the next monthly billing if fuel prices are above \$380 per metric ton. For every fluctuation of \$40 above the reference price, a surcharge of 1% on the Base Prate will be applied. Fuel surcharge is not applicable on items #3 - Orders and #4 a) - Cancellation.

2. Winter surcharge:

Is in effect from December 7th to April 7th inclusively and double Base rate.

3. Orders:

A surcharge of \$1,892 per tug will apply on orders placed within four (4) hours prior to scheduled order time. In case of shifting, the surcharge will apply on orders placed within three (3) hours. Only firm orders are accepted. Changes to the orders may be brought free of charge prior to the tug's departure for ordered service.

4. Cancellation:

- a) The charge for cancelled orders will be \$1,892 per tug if the cancellation is received within two (2) hours prior to scheduled order time (no charge for cancellation due to weather conditions).
- b) When a tug is underway to the ordered location and the order is cancelled, full charge for tug services will apply.

5. Detention:

Once a tug is alongside the vessel and that a delay of more than half an hour is caused by the vessel not being ready or by other conditions not under Ocean's control, an hourly rate of \$1,457 per tug will apply. Time will be charged per half-hour & rounded up to the next half-hour.

6. Breaking & clearing ice:

The hourly rate for breaking up ice in the way of a vessel or a dock is \$2,946 per tug, plus the applicable rate if the vessel is docking, undocking or shifting with or without tug assistance. Time will be charged per half-hour & rounded up to the next half-hour.

7. Deadships:

Rates will be double of the Base rate or winter surcharge.

8. Other services:

This rate schedule shall not apply outside the above mentioned area nor to services of the nature of salvage supplied to save or assist any vessel in peril. For any service not covered in the above, rates will be provided upon request. Charterer will be responsible for all other extra cost (pilotage, tow survey, dock fees, de-icing fees, etc.).

9. Other rates:

Any shifting of a tug from/to bow, midship or astern while assisting a vessel is considered as a second maneuver.

10. Terms of payment:

Invoice payable within thirty (30) days from date of invoice. Interest at 2% per month (24% per annum) will be charged on any unpaid amount thirty (30) days after the invoice date.

11. Paramount clause:

The person or entity requesting the services declares having the authority to bind the Master, charterers and owners of the subject vessel, ship, craft and/or port installations. Ocean's related corporations involved, as well as their directors, servants, agents and sub-contractors, including the owners, charterers and crews of the tugs, pilot boats and work boats, shall benefit from and are entitled to invoke all rights, defenses, immunities, limitations and exonerations of liability the issuer of this Tariff or the supplier of the service has or may have at law or under this Tariff. It is in counterpart of the granting of those benefits and rights that any such beneficiaries has agreed to be involved in the performance of the subject services.



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**Ports of Trois-Rivières and Bécancour
Harbour Tug Rates and Conditions**

Effective April 8, 2022

All services are performed under ECTOA Standard Towing Conditions; see following pages and www.ectoa.ca

Description - Regular harbour towing services	Base rate *
1. Docking or undocking	
a) Port of Trois-Rivières	\$3 085
b) Port of Bécancour	\$4 578
2. Turning in basin or in stream	
Before entering/after leaving a section with tug assistance Note: Conditions 2. and 8. not applicable	\$2 151
3. Turning vessel at anchorage	
a) Port of Trois-Rivières	\$3 085
b) Trois-Rivières West	\$3 726
4. Shifting within	
a) Port of Trois-Rivières	\$4 610
b) Port of Bécancour	\$7 088

**Rates per tug in CAD (if applicable, taxes will be added to these rates)*

Terms and conditions

1. Fuel surcharge:

A fuel surcharge based on marine diesel oil reference price (including transport & federal excise tax) in Québec is calculate nearest of the 15th of each month and will be applied on the next monthly billing if fuel prices are above \$380 per metric ton. For every fluctuation of \$40 above the reference price, a surcharge of 1% on the Base rate will be applied. Fuel surcharge is not applicable on items #3 - Orders and #4 a) - Cancellation.

2. Winter surcharge:

Is in effect from December 7th to April 7th inclusively and double Base rate.

3. Orders:

A surcharge of **\$1,892 per tug** will apply on orders placed within **four (4) hours** prior to scheduled order time. Only firm orders are accepted. Changes to the orders may be brought free of charge prior to the tug's departure for ordered service.

4. Cancellation:

- a) The charge for cancelled orders will be **\$1,892 per tug** if the cancellation is received within two (2) hours prior to scheduled order time (no charge for cancellation due to weather conditions).
- b) When a tug is underway to the ordered location and the order is cancelled, full charge for tug services will apply.

5. Detention :

Once a tug is alongside the vessel and that a delay of more than half an hour is caused by the vessel not being ready or by other conditions not under Ocean's control, an hourly rate of **\$1,457 per tug** will apply. Time will be charged per half-hour & rounded up to the next half-hour.

6. Breaking & clearing ice:

The hourly rate for breaking up ice in the way of a vessel or a dock is **\$2,154 per tug**, plus the applicable rate if the vessel is docking, undocking or shifting with or without tug assistance. Time will be charged per half-hour & rounded up to the next half-hour.

7. Deadships:

The charge will double the applicable Base Rate or winter surcharge.

8. Deadweight surcharge:

Applicable only on Base rate. For a vessel of 20,000 to 30,000 tons: additional charge of 40%, for 30,001 tons or more: additional charge of 50%.

9. Other services:

This rate schedule shall not apply outside the above mentioned area nor to services of the nature of salvage supplied to save or assist any vessel in peril. For any service not covered in the above, rates will be provided upon request. Charterer will be responsible for all other extra cost (pilotage, tow survey, dock fees, de-icing fees, etc.).

10. Terms of payment:

Invoice payable within thirty (30) days from date of invoice. Interest at 2% per month (24% per annum) will be charged on any unpaid amount thirty (30) days after the invoice date.

11. Paramount clause:

The person or entity requesting the services declares having the authority to bind the Master, charterers and owners of the subject vessel, ship, craft and/or port installations. Ocean's related corporations involved, as well as their directors, servants, agents and sub-contractors, including the owners, charterers and crews of the tugs, pilot boats and work boats, shall benefit from and are entitled to invoke all rights, defenses, immunities, limitations and exonerations of liability the issuer of this Tariff or the supplier of the service has or may have at law or under this Tariff. It is in counterpart of the granting of those benefits and rights that any such beneficiaries has agreed to be involved in the performance of the subject services.



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**Port of Sorel-Tracy
Harbour Tug Rates and Conditions**

Effective March 22, 2022

All services are performed under ECTOA Standard Towing Conditions; see following pages and www.ectoa.ca

Description - Regular harbour towing services	Base rate *
1. Docking or undocking	
a) Wharves 14 to 19	\$4 228
b) Wharves 20, 21 (Q.I.T.)	\$3 853
c) Tracy - Kildaire	\$4 814
d) Contrecoeur	\$5 399
2. Shifting	
Within Port of Sorel-Tracy (excluding Contrecoeur)	\$6 345
3. Turning vessel at	
a) Sorel anchorage	\$3 743
b) Lanoraie anchorage	\$4 569
4. Vessels in excess of 50,000 DWT	
They shall be charged the Base Rate plus \$44 per 1,000 tons, DWT will be rounded up to the next 1,000 tons.	

**Rates per tug in CAD (if applicable, taxes will be added to these rates)*

Terms and conditions

1. Fuel surcharge:

A fuel surcharge based on marine diesel oil reference price (including transport & federal excise tax) in Québec is calculate nearest of the 15th of each month and will be applied on the next monthly billing if fuel prices are above \$380 per metric ton. For every fluctuation of \$40 above the reference price, a surcharge of 1% on the Base rate will be applied. Fuel surcharge is not applicable on items #3 - Orders and #4 a) - Cancellation.

2. Winter surcharge:

Is in effect from December 15th to March 21st inclusively and double Base rate.

3. Orders:

A surcharge of **\$1,892 per tug** shall apply on orders placed within four (4) hours or six (6) hours for Contrecoeur prior to scheduled departure time. Only firm orders are accepted. Changes to the orders may be brought free of charge prior to the tug's departure for ordered service.

4. Cancellation:

- a) The charge for cancelled orders will be **\$1,892** per tug if the cancellation is received within two (2) hours prior to scheduled order time (no charge for cancellation due to weather conditions).
- b) When a tug is underway to the ordered location and the order is cancelled, full charge for tug services will apply.

5. Detention:

Once a tug is alongside the vessel and that a delay of more than half an hour is caused by the vessel not being ready or by other conditions not under Ocean's control, an hourly rate of **\$1,457** per tug will apply. Time will be charged per half-hour & rounded up to the next half-hour.

6. Breaking & clearing ice:

The hourly rate for breaking up ice in the way of a vessel or a dock is **\$2,154** per tug, plus the applicable rate if the vessel is docking, undocking or shifting with or without tug assistance. Time will be charged per half-hour & rounded up to the next half-hour.

7. Deadships:

Rates will be double the Base rate or winter surcharge.

8. Other services:

This rate schedule shall not apply outside the above mentioned area nor to services of the nature of salvage supplied to save or assist any vessel in peril.

For any service not covered in the above, rates will be provided upon request.

Charterer will be responsible for all other extra cost (pilotage, tow survey, dock fees, de-icing fees, etc.).

9. Terms of payment:

Invoice payable within thirty (30) days from date of invoice. Interest at 2% per month (24% per annum) will be charged on any unpaid amount thirty (30) days after the invoice date.

10. Paramount clause:

The person or entity requesting the services declares having the authority to bind the Master, charterers and owners of the subject vessel, ship, craft and/or port installations. Ocean's related corporations involved, as well as their directors, servants, agents and sub-contractors, including the owners, charterers and crews of the tugs, pilot boats and work boats, shall benefit from and are entitled to invoke all rights, defenses, immunities, limitations and exonerations of liability the issuer of this Tariff or the supplier of the service has or may have at law or under this Tariff. It is in counterpart of the granting of those benefits and rights that any such beneficiaries has agreed to be involved in the performance of the subject services.



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**Port of Montréal
Harbour Tug Rates and Conditions**

Effective March 22, 2022

All services are performed under ECTOA Standard Towing Conditions; see following pages and www.ectoa.ca

Description - Regular harbour towing services	Base rate *
1. Docking or undocking	
a) Area 1 - Bickerdike terminal to section 38	\$4 321
b) Area 2 - Section 39 to section 80	\$3 781
c) Area 3 - Section 94 to Pointe-aux-Trembles anchorage	\$4 321
2. Shifting	
a) Within Area 1 or 3	\$6 499
b) Within Area 2	\$5 664
c) From/to Area 1 & 2 or from/to Area 2 & 3 (No shifting between Areas 1 & 3)	\$6 499
3. Turning vessel at anchorage	
	\$4 321
4. Vessel over 50 000 DWT	
They shall be charged the Base Rate plus \$44 per 1,000 tons, DWT will be rounded up to the next 1,000 tons.	

**Rates per tug in CAD (if applicable, taxes will be added to these rates)*

Terms and conditions

1. Fuel surcharge:

A fuel surcharge based on marine diesel oil reference price (including transport & federal excise tax) in Montreal is calculate nearest of the 15th of each month and will be applied on the next monthly billing if fuel prices are above \$380 per metric ton. For every fluctuation of \$40 above the reference price, a surcharge of 1% on the Base rate will be applied. Fuel surcharge is not applicable on items #3 - Orders and #4 a) - Cancellation.

2. Winter surcharge:

Is in effect from December 15th to March 21st inclusively and double Base rate.

3. Orders:

A surcharge of **\$1,892** per tug will apply on orders placed within four (4) hours prior to scheduled order time. In case of shifting, the surcharge will apply on orders placed within three (3) hours. Only firm orders are accepted. Changes to the orders may be brought free of charge prior to the tug's departure for ordered service.

4. Cancellation:

- a) The charge for cancelled orders will be **\$1,892** per tug if the cancellation is received within two (2) hours prior to scheduled order time (no charge for cancellation due to weather conditions).
- b) When a tug is underway to the ordered location and the order is cancelled, full charge for tug services will apply.

5. Detention:

Once a tug is alongside the vessel and that a delay of more than half an hour is caused by the vessel not being ready or by other conditions not under Ocean's control, an hourly rate of **\$1,457** per tug will apply. Time will be charged per half-hour & rounded up to the next half-hour.

6. Breaking & clearing ice:

The hourly rate for breaking up ice in the way of a vessel or a dock is **\$2,154** per tug, plus the applicable rate if the vessel is docking, undocking or shifting with or without tug assistance. Time will be charged per half-hour & rounded up to the next half-hour.

7. Deadships:

Rates will be double the Base rate or winter surcharge.

8. Other services:

This rate schedule shall not apply outside the above mentioned area nor to services of the nature of salvage supplied to save or assist any vessel in peril.

For any service not covered in the above, rates will be provided upon request.

Charterer will be responsible for all other extra cost (pilotage, tow survey, dock fees, de-icing fees, etc.).

9. Terms of payment:

Invoice payable within thirty (30) days from date of invoice. Interest at 2% per month (24% per annum) will be charged on any unpaid amount thirty (30) days after the invoice date.

10. Paramount clause:

The person or entity requesting the services declares having the authority to bind the Master, charterers and owners of the subject vessel, ship, craft and/or port installations. Ocean's related corporations involved, as well as their directors, servants, agents and sub-contractors, including the owners, charterers and crews of the tugs, pilot boats and work boats, shall benefit from and are entitled to invoke all rights, defenses, immunities, limitations and exonerations of liability the issuer of this Tariff or the supplier of the service has or may have at law or under this Tariff. It is in counterpart of the granting of those benefits and rights that any such beneficiaries has agreed to be involved in the performance of the subject services.

EASTERN CANADIAN TUGS OWNERS ASSOCIATION – STANDARD TOWING AND INSURING CONDITIONS (2015)

1. (a) **Incorporating clause:** The agreement between the Tugowner and the Hirer is and shall at all times be subject to and include each and all of the conditions hereinafter set out.
- (b) **Definitions:** For the purposes of these conditions:
 - i. **'towing'** is any operation in connection with the holding, pushing, pulling, moving, ice-clearing/breaking, escorting or guiding of or standing by the Hirer's vessel, and the expressions 'to tow', 'being towed' and 'towage' shall be defined likewise.
 - ii. **'vessel'** shall include any vessel, craft or object of whatsoever nature (whether or not coming within the usual meaning of the word 'vessel') which the Tugowner agrees to tow or to which the Tugowner agrees at the request, express or implied, of the Hirer, to render any service of whatsoever nature other than towing.
 - iii. **'tender'** shall include any vessel, craft or object of whatsoever nature which is not a tug but which is provided by the Tugowner for the performance of any towage or other service.
 - iv. The expression **'whilst towing'** shall cover the period commencing when the tug or tender is in a position to receive orders direct from the pilot or Hirer's vessel to commence holding, pushing, pulling, moving, ice-clearing/breaking, escorting, guiding or standing by the vessel or to pick up ropes, wires or lines, or when the towing line has been passed to or by the tug or tender, whichever is the sooner, and ending when the final orders from the Hirer's vessel to cease holding, pushing, pulling, moving, ice-clearing/breaking, escorting, guiding or standing by the vessel or to cast off ropes, wires or lines has been carried out, or the towing line has been finally slipped, whichever is the later, and the tug or tender is safely clear of the vessel.
 - v. Any service of whatsoever nature to be performed by the Tugowner other than towing shall be deemed to cover the period commencing when the tug or tender is placed at the disposal of the Hirer at the place designated by the Hirer, or, if such be at a vessel, when the tug or tender is in a position to receive and forthwith carry out orders to come alongside and shall continue until the employment for which the tug or tender has been engaged is ended. If the service is to be ended at or off a vessel the period of service shall end when the tug or tender is safely clear of the vessel or, if it is to be ended elsewhere, then when any persons or property of whatsoever description have been landed or discharged from the tug or tender and/or the service for which the tug or tender has been required is ended.
 - vi. The word **'tug'** shall include 'tugs', the word 'tender' shall include 'tenders', the word 'vessel' shall include 'vessels', the word 'Tugowner' shall include 'Tugowners', and the word 'Hirer' shall include 'Hirers'. Where more than one tug is employed these terms shall apply to each individually. If there is more than one Hirer each is jointly and severally deemed to be the Hirer hereunder and employer of the crew in accordance with clause 3.
 - vii. The expression 'tugowner' shall include any person or body (other than the Hirer or the owner of the vessel on whose behalf the Hirer contracts as provided in Clause 2 hereof) who is a party to this agreement whether or not he in fact owns any tug or tender, and the expression 'other Tugowner' contained in Clause 5 hereof shall be construed likewise.
2. **Hirer's warranty of authority:** If at the time of making this agreement or of performing the towage or of rendering any service other than towing at the request, express or implied, of the Hirer, the Hirer is not the Owner of the vessel referred to herein as 'the Hirer's vessel', the Hirer expressly represents that he is authorised to make and does make this agreement for and on behalf of the owner of the said vessel subject to each and all of these conditions and agrees that both the Hirer and the Owner are bound jointly and severally by these conditions.
3. **Vicarious liability of tow for tug:** Whilst towing or whilst at the request, express or implied, of the Hirer, rendering any service other than towing, the master and crew of the tug or tender shall be deemed to be the servants of the Hirer and under the control of the Hirer and/or his servants and/or his agents, and anyone on board the Hirer's vessel who may be employed and/or paid by the Tugowner shall likewise be deemed to be the servant of the Hirer and the Hirer shall accordingly be vicariously liable for any act or omission by any such person so deemed to be the servant of the Hirer.
4. Whilst towing, or whilst at the request, either expressed or implied, of the Hirer rendering any service of whatsoever nature other than towing:
 - (a) **Exemption clause:** The Tugowner shall not (except as provided in Clause 4 (c) hereof) be responsible for or be liable for
 - i. loss or damage of any description whatsoever, done by or to the tug or tender; or done by or to the Hirer's vessel or done by or to any cargo or other thing on board or being loaded on board or intended to be loaded on board the Hirer's vessel or the tug or tender or to or by any other object of property; or
 - ii. loss of the tug or tender or the Hirer's vessel or of any cargo or other thing on board or being loaded on board or intended to be loaded on board the Hirer's vessel or the tug or tender or any other object or property;
 - iii. for any personal injury or loss of life howsoever and wheresoever caused including personal injury or loss of life of the master and/or crew of and/or any person on board the tug or tender; or
 - iv. any claim by a person not a party to this agreement for loss or damage of any description whatsoever;

arising from any cause whatsoever, including (without prejudice to the generality of the foregoing) negligence or failure to perform the services contracted for regardless of cause at any time of the Tugowner, his servants or agents, unseaworthiness, unfitness or breakdown of the tug or tender, its machinery, boilers, towing gear, equipment, lines, ropes or wires, lack of fuel, stores, speed or otherwise and whether pre-existing or not and
 - (b) **Indemnity Clause:** The Hirer shall (except as provided in Clause 4(c)) be responsible for, pay for and indemnify and hold harmless the Tugowner, its servants or agents, (including the tug's master and crew) against and in respect of any loss or damage and any claims of whatsoever nature or howsoever arising or caused, whether covered by the provisions of Clause 4(a) or 4(b) hereof or not suffered by or made against the Tugowner and which shall include, without prejudice to the generality of the foregoing any loss of or damage to the tug or tender or any property of the Tugowner even if the same arises from or is caused by the negligence of the Tugowner, his servants or agents.
 - (c) **Tug's liability:** The provisions of Clauses 4(a) and 4(b) hereof shall not be applicable in respect of any claims which arise in any of the following circumstances:
 - i. **Personal fault of tugowner as to seaworthiness:** All claims which the Hirer shall prove to have resulted directly and solely from the personal failure of the Tugowner to exercise reasonable care to make the tug or tender seaworthy for navigation at the commencement of the towing or other service. For the purpose of this Clause, the Tugowner's personal responsibility for exercising reasonable care shall be construed as relating only to the person or persons having the ultimate control and chief management of the Tugowner's business and to any servant (excluding the officers and crew of any tug or tender) to whom the Tugowner has specifically delegated the particular duty of exercising reasonable care and shall not include any other servant of the Tugowner or any agent or independent contractor employed by the Tugowner.

- ii. **Tug not in a position of proximity or risk:** All claims which arise when the tug or tender, although towing or rendering some service other than towing, is not in a position of proximity or risk to or from the Hirer's vessel or any other craft attending the Hirer's vessel and is detached from and safely clear of any ropes, lines, wire cables or moorings associated with the towing or other service. Provided always that, notwithstanding the foregoing, the provisions of Clauses 4(a) and 4(b) shall be fully applicable in respect of all claims which arise at any time when the tug or tender is at the request, whether express or implied, of the Hirer, his servants or his agents, carrying persons or property of whatsoever description (in addition to the Officers and crew and usual equipment of the tug or tender) and which are wholly or partly caused by or arise out of the presence on board of such persons or property or which arise at any time when the tug or tender is proceeding to or from the Hirer's vessel in hazardous conditions or circumstances.
- (d) **Delay:** Notwithstanding anything hereinbefore contained, the Tugowner shall under no circumstances whatsoever (including, without prejudice to the generality of the foregoing negligence or failure to perform the services contracted for regardless of cause at any time of the Tugowner, his servants or agents, unseaworthiness, unfitness or breakdown of the tug or tender, its machinery, boilers, towing gear, equipment, lines, ropes or wires, lack of fuel, stores, speed or otherwise and whether pre-existing or not) be responsible for or be liable for any loss or damage of any description whatsoever caused by or contributed to or arising out of any delay or detention of the Hirer's vessel or of the cargo on board or being loaded on board or intended to be loaded on board the Hirer's vessel or of any other object or property or of any person, or any consequence thereof, whether or not the same shall be caused or arise whilst towing or whilst at the request, either express or implied, of the Hirer rendering any service of whatsoever nature other than towing or at any other time whether before during or after the making of this agreement.
5. **Substitution of Tug:** The Tugowner shall at any time be entitled to substitute one or more tugs or tenders for any other tug or tender or tugs or tenders. The Tugowner shall at any time (whether before or after the making of this agreement between him and the Hirer) be entitled to contract with any other Tugowner (hereinafter referred to as 'the other tugowner') to hire the other Tugowner's tug or tender and in any such event it is hereby agreed that the Tugowner is acting (or is deemed to have acted) as the agent for the Hirer, notwithstanding that the Tugowner may in addition, if authorised whether expressly or impliedly by or on behalf of the other Tugowner, act as agent for the other Tugowner at any time and for any purpose including the making of any agreement with the Hirer. In any event should the Tugowner as agent for the Hirer contract with the other Tugowner for any purpose as aforesaid it is hereby agreed that such contract is and shall at all times be subject to the provisions of these conditions so that the other Tugowner is bound by the same and may as a principal sue the Hirer thereon and shall have the full benefit of these conditions in every respect expressed or implied herein.
6. **Reservation of Special Rights:** Nothing contained in these conditions shall limit, prejudice or preclude in any way any legal rights which the Tugowner may have against the Hirer including, but not limited to, any rights which the Tugowner or his servants or agents may have to claim salvage remuneration or special compensation for any extraordinary services rendered to vessels or anything aboard vessels by any tug or tender. Furthermore, nothing contained in these conditions shall limit, prejudice, or preclude in any way any right which the Tugowner may have to limit his liability.
7. **Further exemption clause:** The Tugowner will not in any event be responsible or liable for the consequences of ice, war, riots, civil commotions, acts of terrorism or sabotage, strikes, lockouts, disputes, stoppages or labour disturbances (whether he be a party thereto or not) or anything done in contemplation or furtherance thereof or delays of any description howsoever caused or arising, including by the negligence of the Tugowner or his servants or agents.
8. **Non-suit clause:** The Hirer of the tug or tender engaged subject to these conditions undertakes not to take or cause to be taken any proceedings against any servant or agent of the Tugowner or other Tugowner, whether or not the tug or tender substituted or hired or the contract or any part thereof has been sublet to the owner of the tug or tender, in respect of any negligence or breach of duty or other wrongful act on the part of such servant or agent which, but for this present provision, it would be competent for the Hirer so to do and the owners of such tug or tender shall hold this undertaking for the benefit of their servants and agents.
9. (a) The agreement between the Tugowner and the Hirer is and shall be governed by Canadian Law and the Tugowner and the Hirer hereby accept subject to the proviso contained in sub-clause (b) hereof the exclusive jurisdiction of the Federal Court of Canada.
- (b) No suit shall be brought in any jurisdiction other than that provided in subclause (a) hereof save that either the Tugowner or the hirer shall have the option to bring proceedings in rem to obtain the arrest of or other similar remedy against any vessel or property owned by the other party hereto in any jurisdiction where such vessel or property may be found.
10. The Hirer represents and warrants that the Hirer's vessel and its equipment is fit to be towed and of sufficient strength and capacity to withstand the towage or any other service hereunder.
11. The Hirer of the tug or tender undertakes to contract full insurance against all risks of loss or damage to the tow, its cargo and its crew, and third party liabilities equivalent to the coverage provided by a member of the International Group of P&I Clubs and hereby waives any insurers right of subrogation against the Tugowner, his servants and agents (including the tug's master and crew).
12. In the event of any conflict or discrepancy between the terms of the present conditions and their French version, the English version shall prevail.