



**Office Address:**  
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## **VOYAGER MARINE Pty Ltd - Standard Trading Terms and Conditions**

### **1. General Description of Services**

**VOYAGER MARINE Pty Ltd shall provide its services solely in accordance with these Terms and Conditions.**

**Customer will set out in writing the services it requires.**

**VOYAGER MARINE Pty Ltd will confirm in writing that it accepts those instructions and what services it will perform in connection with Customer's instructions. Once VOYAGER MARINE Pty Ltd and the Customer have agreed that services are to be performed any subsequent changes or additions must be agreed by both parties in writing.**

### **2. Operation**

**VOYAGER MARINE Pty Ltd warrants and agrees to:**

- a) Use all reasonable care and skill in the performance of the service(s) provided
- b) Submit written report to Customer following completion of the vessel in ports with relevant details
- c) Not to disclose any information provided in confidence by the Customer to any third party and will not permit access to such information by any third party unless Customer expressly grant permission.
- d) Notify Customer of any matter including conflict of interest
- e) Maintain Professional Indemnity and Public Liability Insurance providing full coverage for such loss and damage for which VOYAGER MARINE Pty Ltd may be held liable to Customer.

**Customer warrants and agrees to:**

- a) Ensure full written instructions and relevant documents / information required for the particular job to be available to VOYAGER MARINE Pty Ltd in time to enable to organize efficient and effective operations.
- b) Procure all necessary access for the VOYAGER MARINE Pty Ltd representative, vessels, installations and transport.
- c) Ensure that all appropriate safety measures are taken to provide safe and secure working conditions.
- d) Pay VOYAGER MARINE Pty Ltd invoices within 14 days from the date of receipt.

### **3. Liability & Indemnity**

- a) Without prejudice to Clause 3 (e) VOYAGER MARINE Pty Ltd shall be under no liability whatsoever to Customer for any loss, damage, delay or expenses of whatsoever nature, indirect or consequential loss, non-performance of any obligation, misdirection, costs, expense, death or injury of whatsoever nature and however arising unless same is provided to have resulted solely from the negligence, gross negligence or willful default of VOYAGER MARINE Pty Ltd employees.
- b) Any documents or calculations provided by VOYAGER MARINE Pty Ltd must be approved by the Master of the vessel prior to any voyage commencing. VOYAGER MARINE Pty Ltd is not responsible for the safety of the vessel nor its cargo, and ultimate responsibility for the safety of the vessel and its cargo remains with the Master at all times.
- c) In the event that Customer proves that the loss, damage, delay or expense was caused by the negligence, gross negligence or willful default of the VOYAGER MARINE Pty Ltd employee, VOYAGER MARINE Pty Ltd's liability for each incident or series of incidents giving rise to a claim or claims shall never exceed a sum calculated on the basis of 10 times VOYAGER MARINE Pty Ltd's charges or AUD 25,000 whichever is the greater.
- d) VOYAGER MARINE Pty Ltd shall not be liable for the consequences of late, incomplete, inadequate, inaccurate or ambiguous instructions.
- e) VOYAGER MARINE Pty Ltd shall not be liable for loss or damage to equipment and other items placed at its disposal by or on behalf of Customer however such loss or damage occurs.
- f) Except to the extent and solely for the amount therein set out that VOYAGER MARINE Pty Ltd would be liable under class 3 (a & b). Customer hereby undertakes to keep VOYAGER MARINE Pty Ltd and its employees agents and sub-contractors indemnified and to hold them harmless against all actions, proceeding, claims, demands or liabilities whatsoever or howsoever arising which may be brought against them or incurred or suffered by them and against and in respect of all costs, loss, damages and expenses (including legal costs and



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expenses on a full indemnity basis) which VOYAGER MARINE Pty Ltd may suffer or incur (either directly or indirectly) in the course of the services under these Terms & Conditions

#### **4. Force Majeure**

Neither VOYAGER MARINE Pty Ltd nor Customer shall, except as otherwise provided in these Terms & Conditions, be responsible for any loss, damage, delay or failure in performance hereunder arising or resulting from act of God, act of war, seizure under legal process, quarantine restrictions, strikes, boycotts, lockouts, riots, civil commotions and arrest or restraint of princes, rulers or people.

#### **5. Payment terms**

Customer shall pay VOYAGER MARINE Pty Ltd invoices within 14 days from the date of receipt.

In circumstances where it is agreed that it would be impractical for VOYAGER MARINE Pty Ltd to continue its involvement with the appointment, Customer shall be responsible for payment of all outstanding fees up to the date of notification.

#### **6. Property**

The right of ownership in respect of all original work created by VOYAGER MARINE Pty Ltd remains the property of VOYAGER MARINE Pty Ltd.

#### **7. Subcontracting**

VOYAGER MARINE Pty Ltd shall have the right to sub-contract any of the services provided under Customer, subject to Customer's right to object on reasonable grounds. In the event of such a subcontract, VOYAGER MARINE Pty Ltd remain fully liable for the performance of its obligations under these Terms & Conditions

#### **8. Time Limit**

VOYAGER MARINE shall be discharged of all liability in respect of all claims, unless within 12 months of the submission date of the Report to the Customer suit is brought against VOYAGER MARINE Pty Ltd in the proper forum and written notice thereof is received by VOYAGER MARINE Pty Ltd.

#### **9. Jurisdiction and Law**

These conditions and any claim or dispute arising out of or in connection with the services of VOYAGER MARINE Pty Ltd shall be subject to the law of the State of Northern Territory, Australia and the exclusive jurisdiction of the courts of that State.