

TELEPHONES:
CENTRAL 6371/5.
STD 051.



TELEGRAMS:
COCKTUGS, LIVERPOOL

LIVERPOOL SCREW TOWING COMPANY

B. S. CLARKE.

330 INDIA BUILDINGS WATER STREET
LIVERPOOL 2

OUR REF

GG/VF

YOUR REF

DATE

31st March, 1966.

Lloyds Register of Shipping,
71, Fenchurch Street,
London, E.C.3.

Dear Sirs,

Motor ships "Heath Cock" & "West Cock".

It has been decided to withdraw the above named vessels from
classification as and from the 31st March 1966.

Kindly acknowledge this notice.

Yours faithfully,
LIVERPOOL SCREW TOWING COMPANY.



Secretary.

FOR TERMS AND CONDITIONS OF EMPLOYMENT OF TUGS AND TENDERS SEE OVER

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Foundation

012801-012809-0091

REPORT

TERMS AND CONDITIONS OF EMPLOYMENT OF TUGS OR TENDERS

Tugs and Tenders are supplied only upon the following terms and conditions :-

On the hiring of the Tug or Tender the master and crew thereof become in all respects the Servants of and identified with the vessel or vessels towed, assisted or attended upon, and the owners thereof, and are under the control of the persons in charge of such vessel or vessels. The tug owner is responsible for the Tug or Tender supplied by them or her machinery, hawsers, towing gear, equipment, stores or fuel to be seaworthy or sufficient for the intended service. Neither the Owners of the Tug or Tender nor their servants or agents nor any tug or tender supplied by them are to be responsible for, but shall in every case be liable to the vessel or vessels towed, assisted or attended upon, or to property on board thereof, or (b) to the Tug or Tender, or (c) to any persons on board thereof, or to any baggage or property of any kind whatsoever, or (d) to any other vessel, or (e) to any property of any kind whatsoever whether fixed or moveable and whatsoever of the master on board thereof, or (f) to any person or persons on board thereof. With respect to any other loss, damage, injury or delay of whatsoever kind and which may arise during or in connection with the employment of the Tug or Tender neither the Owners thereof nor their servants or agents are to be responsible, but shall be indemnified against all claims in respect of the Tug or Tender and the owners of the vessel or vessels towed, assisted or attended upon. The Owners of the Tug and of the vessel or vessels towed, assisted or attended upon, shall be responsible for the hire and owners of the vessel or vessels towed, assisted or attended upon. The Master or Crew of or person in charge of the Tug or Tender, or of any servants or agents of the vessel or vessels towed, assisted or attended upon, shall be responsible for any loss, damage, injury or delay of whatsoever kind and which may arise during or in connection with the employment of the Tug or Tender, or of any servants or agents of the vessel or vessels towed, assisted or attended upon, or of any property of any kind whatsoever whether fixed or moveable and whatsoever of the master on board thereof, or (f) to any person or persons on board thereof. With respect to any other loss, damage, injury or delay of whatsoever kind and which may arise during or in connection with the employment of the Tug or Tender, or of any servants or agents of the vessel or vessels towed, assisted or attended upon, the Owners thereof, or by any defect, imperfection, unfitness, insufficiency of power, unseaworthiness of or during the employment. A Contract for the supply of a Tug or Tender is not to prejudice any claim which may arise to salvage remuneration for any extraordinary services that may be rendered to the vessel attended upon or towed or her cargo.

The Owners of the Tug or Tender are to be responsible for the Tug or Tender to tow one or more vessels at the same time and to deviate or temporarily to suspend the employment of the Tug or Tender for the purpose of towing or attending upon any vessel or vessels to or from any place whatever, whether in or out of or beyond the ordinary limits of the towage or attendance thereof, and shall not be liable for any loss, damage or injury or delay arising in consequence thereof. If a Tug is engaged to tow any vessel at any place but through accident, fire, or other unavoidable circumstances she runs short of fuel, or is from any cause separated from the vessel or vessels intended to be towed, the Tug Owners shall notwithstanding be paid *pro rata* according to the time occupied in towing as compared with the ordinary price of the towage intended to be rendered. The Tug Owners reserve the right to substitute one Tug or Tender for another and the terms hereof shall apply to the substituted Tug or Tender although the substituted Tug or Tender is owned by other owners. In case of riots, strikes, labour disputes, or disturbances, stoppages of labour or lockouts (including lockouts by the Owners of the Tug or Tender of persons in their employ) the Owners thereof reserve the right to cancel their engagement with the Tug or Tender and to employ another Tug or Tender. Unless otherwise agreed, an agreement to tow from sea to dock or from dock to dock is to be deemed performed when the Tug has taken the vessel alongside the pier wall by the entrance to the intended dock, and subsequent services are to be paid for at agreed or current rates. These conditions apply from the time the Tug or Tender is placed at the disposal of the hirer or of the vessel or vessels for which the services are required and continue in force until the employment of the Tug or Tender is ended.



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