



OWNER'S REQUEST FOR STATUTORY APPROVALS
AND FOR ISSUE OF CERTIFICATE FOR AN EXISTING
LLOYD'S REGISTER CLASS SHIP / VESSEL

船主によるロイドレジスタークラス船の法令規則に係る承認と証明書
発行申請書 ご記入サンプル

Ship/Vessel name (or former name if recent change) 船の名前 (或いはもし最近変更されたものであれば以前の名称) "LR QUEEN"	
IMO Number IMO 番号 7654321	
Current Flag 現在の船籍国 Panama	Proposed Flag (これからの) 船籍国 Singapore

This ship/vessel is currently classed with the notation _____ and it is our intention to maintain this classification.

この船は現在 Notation _____ 付で船級に入っておりこの船級を維持します。

We request that the following certificates / statements of compliance be issued and documents approved. This request is made on the basis that we accept the terms and conditions on this form.

以下の適合証明/宣言書の発行と文書の承認を申請します。この申請は船舶の入級のための規則及びこのフォームに記載された契約条項を了承することを基本に作成します。

CERTIFICATES / STATEMENTS TO BE ISSUED 証明書/ 宣言書			
LOAD LINE AND SOLAS	TONNAGE	OTHER	
<input checked="" type="checkbox"/> LOAD LINE <input type="checkbox"/> PASSENGER SAFETY <input checked="" type="checkbox"/> SAFETY CONSTRUCTION <input checked="" type="checkbox"/> SAFETY EQUIPMENT <input checked="" type="checkbox"/> GMDSS RADIO <input type="checkbox"/> IMDG CODE <input type="checkbox"/> BC CODE	<input checked="" type="checkbox"/> INTERNATIONAL <input type="checkbox"/> NATIONAL <input type="checkbox"/> BRITISH (NON-UK) <input checked="" type="checkbox"/> SUEZ CANAL <input checked="" type="checkbox"/> PANAMA CANAL	<input checked="" type="checkbox"/> MARPOL ANNEX I <input type="checkbox"/> MARPOL ANNEX II <input checked="" type="checkbox"/> MARPOL ANNEX IV <input checked="" type="checkbox"/> MARPOL ANNEX VI <input type="checkbox"/> CHEMICAL CODE <input type="checkbox"/> GAS CODE <input type="checkbox"/> VECS (CARGO VAPOUR RECOVERY) <input checked="" type="checkbox"/> ISM CODE <input type="checkbox"/> OTHER (PLEASE SPECIFY)	<input checked="" type="checkbox"/> CARGO GEAR <input type="checkbox"/> TORREMOLINOS <input type="checkbox"/> SPECIAL PURPOSE SHIP <input type="checkbox"/> CANADIAN ARCTIC <input type="checkbox"/> HARMONISED CERTS. <input type="checkbox"/> USCG REQUIREMENTS RELATED TO POLLUTION PREVENTION <input type="checkbox"/> FSVAD (FLAG STATE VERIFICATION & ACCEPTANCE DOCUMENT) <input checked="" type="checkbox"/> ISPS CODE

APPROVALS TO BE CARRIED OUT 承認が必要な文書		
<input type="checkbox"/> INTACT <input type="checkbox"/> GRAIN	<input type="checkbox"/> CARGO SECURING	<input checked="" type="checkbox"/> CREW ACCOMMODATION (SPECIFY REGULATIONS) <input type="checkbox"/> OTHER - (PLEASE SPECIFY)

This contract is between the client and Lloyd's Register Group Limited (hereinafter referred to as LR) and is subject to the following Terms and Conditions この契約は依頼者とロイドレジスターグループリミテッド(以下LRと呼ぶ)の間で取り交わされるもので以下の契約条項を条件とする。

- In these terms and conditions: (i) "Services" means any and all services provided to the vessel(s) as described above or as otherwise requested by any entity that is part of the Lloyd's Register Group, as hereinafter defined, including any classification of the Client's vessel, equipment or machinery; (ii) the "Contract" means this agreement for supply of the Services; (iii) the "LR Group" means LR, its affiliates and subsidiaries, and the officers, directors, employees, representatives and agents of any of them, individually or collectively; and (iv), the "Client" means the legal entity for whom the person accepting these contract terms is acting, its affiliates and subsidiaries and the officers, directors, employees, representatives and agents of any of them, individually or collectively.
of an invoice, the Client must immediately notify LR in writing. If no notification is received by the due date, the Client will be deemed to have accepted the invoice in full. Where only part of an invoice is disputed, the undisputed amount must be paid by the due date. LR reserves the right to raise interim invoices for Services provided, calculated on a pro rata basis. LR reserves the right to charge interest accruing on a daily basis at an annual rate of 2% above the greater of the London Interbank Offered Base Rate (LIBOR) (or the equivalent in the country where the Client maintains its principal office) on any amount remaining unpaid beyond the due date, and may withhold any or all Services until the arrears, including interest, are paid in full. LR may at its sole discretion at any time allocate payment received from the Client to satisfy other earlier invoices that remain unpaid by the Client. Fees do not include any tax, including but not limited to Value Added Tax, Goods and Services Tax, withholding taxes,
- The Client agrees to pay all invoices for the Services within 30 days of the invoice date (the due date). If the Client disputes an invoice, or part

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- turnover taxes, surcharges or duties as required by law, and if required, any such tax or duty is chargeable to the Client and payable by the Client in addition to the above referenced fees. The Client shall pay the full Fees as invoiced irrespective of whether the Client is required by law to withhold any taxes or duties from the invoiced amount.
3. LR reserves the right to charge for any work that is additional to that originally quoted.
 4. LR will keep confidential and not use or disclose to any third party outside the LR Group any data, plan or other technical information received from the Client except as may be required by law or as may be authorized by the Client. (The inclusion of data and plans on www.cdlive.lr.org does not in any way breach this duty of confidentiality.) This obligation will survive termination of the Contract. This obligation will not apply to any data, plans or other technical information that was in the LR Group's possession before its disclosure by or on behalf of the Client to the LR Group, or becomes part of the public domain through no fault of the LR Group or otherwise becomes available to the LR Group from an independent source not under a confidentiality obligation to the Client.
 5. Notwithstanding the general duty of confidentiality owed by LR, LR will participate in the IACS Early Warning System which requires LR to provide its fellow IACS members with relevant technical information on serious hull structural and engineering systems failures, as defined in the IACS Early Warning System (but not including any drawings relating to the ship which may be the specific property of another party), to enable such useful information to be shared and utilised to facilitate the proper working of the IACS Early Warning System. LR will provide the Client with written details of such information upon sending the same to IACS Members.
 6. The Client shall indemnify and hold all members of the LR Group harmless from all claims, costs, proceedings, damages and expenses, (including legal and other professional fees and expenses), awarded against or incurred or paid by any member of the LR Group as a result of or in connection with any alleged or actual infringement, whether or not under English law, of any third party's intellectual property rights (including copyright) or other rights arising out of the use or supply of the information by or on behalf of the Client to any member of the LR Group.
 7. This Contract continues in force until terminated by LR or the Client, after giving the other party 30 days' written notice.
 8. LR's services do not assess compliance with any standard other than the applicable classification rules, international conventions, or any other standards that are expressly agreed in writing by LR and the Client. Without limiting the generality of the foregoing, the issuance of a class certificate does not relieve the owner or operator of the vessel of its non-delegable duty to maintain the vessel in a seaworthy condition.
 9. If the Contract is terminated by LR or the Client before the Services under the Contract are completed, LR's fees will be calculated on a pro rata basis up to the date of termination. Any reasonable costs directly attributed to early termination and any amounts then due to LR will immediately become payable.
 10. If the Client requires classification services relating to vessels, machinery, or equipment in a jurisdiction in which LR itself does not do business, the Client hereby acknowledges and agrees that these services will be performed by a subsidiary or affiliate of LR that is part of the LR Group and that is authorised to conduct classification surveys and issue certificates on the vessel, machinery, or equipment.
 11. In providing Services, information, or advice, the LR Group does not warrant the accuracy of any information or advice supplied. Except as set out in these Terms and Conditions, LR will not be liable for any loss, damage, or expense sustained by any person and caused by any act, omission, error, negligence, or strict liability of any of the LR Group or caused by any inaccuracy in any information or advice given in any way by or on behalf of the LR Group even if held to amount to a breach of warranty. Nevertheless, if the Client uses the Services or relies on any information or advice given by or on behalf of the LR Group and as a result suffers loss, damage, or expense that is proved to have been caused by any negligent act, omission, or error of the LR Group or any negligent inaccuracy in information or advice given by or on behalf of the LR Group, then LR will pay compensation to the Client for its proved loss up to but not exceeding the amount of the fee (if any) charged by LR for that particular service, information, or advice.
 12. Notwithstanding the previous clause, the LR Group will not be liable for any loss of profit, loss of contract, loss of user, or any indirect or consequential loss, damage, or expense sustained by any person caused by any act, omission, or error or caused by any inaccuracy in any information or advice given in any way by or on behalf of the LR Group.
 13. No LR Group entity will be liable or responsible in negligence or otherwise to any person not a party to the agreement pursuant to which any certificate, statement, data, or report is issued by an LR Group entity for (i) any information or advice expressly or impliedly given by an LR Group entity, (ii) any omission or inaccuracy in any information or advice given, or (iii) any act or omission that caused or contributed to the issuance of any certificate, statement, data, or report containing the information or advice. Nothing in these Terms and Conditions creates rights in favour of any person who is not a party to the Contract with an LR Group entity.
 14. No omission or failure to carry out or observe any stipulation, condition or obligation to be performed under the Contract will give rise to any claim against LR, or be deemed to be a breach of contract, if the failure or omission arises from causes beyond LR's reasonable control.
 15. This Contract and any dispute or claim between any member of the LR Group and the Client arising from or in connection with it, or the Services provided hereunder, will be governed by English law. Except as provided below, LR and the Client irrevocably agree that the English courts will have exclusive jurisdiction over any dispute or claim arising from or in connection with this Contract or the Services provided hereunder. Nothing in this clause limits the right of LR to take debt collection proceedings against the Client in any other court of competent jurisdiction.

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16. No addition, alteration or substitution of these Terms and Conditions will bind LR, or form part of this contract, unless it is expressly accepted in writing by an authorized LR representative who expressly states in writing that LR is agreeing to alter these Terms and Conditions. In the event of any conflict between these Terms and Conditions and any document purporting to impose different terms, these Terms and Conditions will prevail.
17. The Client has a duty to provide a safe place of work for LR's surveyors. This duty relates to places of work which are under the control of the Client which can include ships, shipyards, offshore platforms, factories, foundries, refineries and offices.
18. Any classed vessel, machinery or equipment must be operated only in a manner consistent with the proposed design criteria and any limits agreed at the time of classification. If any vessel or equipment operates outside these limits, such facts must be reported to LR without delay. When it is found that a specialized ship is being operated in a manner contrary to that agreed at the time of classification, or is being operated in environmental conditions which are more onerous or in areas other than those agreed by the Committee, the class will be liable to be automatically withdrawn or suspended.
19. Any damage, defect, breakdown, or grounding that could invalidate the conditions for which a class has been assigned, must be reported to LR without delay.
20. All repairs to hull, equipment and machinery that may be required for a ship to retain class are to be carried out to the satisfaction of LR. When repairs are effected at a port, terminal, or location where the services of an LR surveyor are not available, the repairs are to be surveyed by one of the LR Group surveyors at the earliest opportunity thereafter.
21. Plans and particulars of any proposed alterations to the approved scantlings and arrangements of hull, equipment, or machinery are to be submitted for approval, and the alterations are to be carried out to the satisfaction of the LR Group's surveyors.
22. It is the responsibility of the Client to ensure that all surveys necessary for the maintenance of class are carried out at the proper time and in accordance with LR's instructions.
23. LR may give timely notice to the Client about forthcoming surveys. The omission of notice, however, does not absolve the Client from responsibility to comply with requirements for maintenance of class.
24. When the Regulations with regard to surveys on the hull, equipment, or machinery have not been complied with and the ship is thereby not entitled to retain class, the class may be suspended or withdrawn. When it is considered that a Client's failure to comply with these Regulations is sufficiently serious, the suspension or withdrawal of class may be extended to include other ships controlled by the same Client's representatives, at the discretion of the Committee.
25. When reported defects in the hull, equipment, or machinery are found and the Client fails to repair these defects in accordance with LR's requirements, the class may be suspended or withdrawn.
26. Where a ship has been detained following a Port State Control inspection on two or more occasions in a two year period, with serious deficiencies found, then the class will be liable to be suspended or withdrawn, at the discretion of the Committee.
27. Class may be withheld or, if already granted, may be suspended or withdrawn (or certificate or report may be withheld if a Client fails to comply with the conditions set forth in Paragraphs 18 through 26 or in the event of non-payment of any fee.
28. The parties agree that this Agreement constitutes the entire agreement between them and supersedes all previous drafts, contracts, arrangements and understandings between them, whether oral or written.



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CLIENT'S INTEREST IN THE ABOVE SHIP / VESSEL		依頼者の上記の船舶との関係
<input type="checkbox"/> CURRENT OWNER 現在の船主	<input checked="" type="checkbox"/> PROSPECTIVE OWNER 売船後の船主	<input type="checkbox"/> OTHER - (PLEASE SPECIFY) その他(明示ください)
<input type="checkbox"/> MANAGER 管理者	<input type="checkbox"/> CHARTERER 傭船者	
Client's name and address 依頼者の名称及び住所 LRS Lines Co., Ltd. 3-3-1, Minatomirai, Nishi-ku, Yokohama, Japan 220-0011		Client's stamp 依頼者のスタンプ
I have read and agree for and on behalf of the Client, to the terms and conditions. 私は契約条項を読み依頼者に代わってこれに同意します。 Signature 署名		
Name in BLOCK CAPITALS 名前(大文字で) A. ANOTHER		Date 記入日 10 July 2012
Position in Client organisation 依頼者の役職 Manager, Fleet Department		Client's Reference 依頼者の参照番号 (あれば)
PLEASE RETURN THIS FORM IN DUPLICATE TO YOUR LLOYD'S REGISTER GROUP OFFICE このフォームを最寄のロイドレジスターグループ事務所にお返してください。		