

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

<ご記入サンプル> 旗国変更に伴う条約・法令承認並びに証明書発行申請書

Ship/Vessel name (or former name if recent change) "LR QUEEN"		*船名 (あるいは、もし最近変更されたものであれば以前の船名)	
IMO Number 7654321		*IMO船舶番号	
Current flag Panama	*現在の船籍国	Proposed flag Singapore	* (これからの) 船籍国

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.

CERTIFICATES / STATEMENTS TO BE ISSUED 証明書/宣言書

LOAD LINE AND SOLAS	TONNAGE	OTHER	
<input checked="" type="checkbox"/> LOAD LINE	<input checked="" type="checkbox"/> INTERNATIONAL	<input checked="" type="checkbox"/> MARPOL ANNEX I (OIL)	<input checked="" type="checkbox"/> LIFTING APPLIANCES
<input type="checkbox"/> PASSENGER SAFETY	<input type="checkbox"/> NATIONAL	<input type="checkbox"/> MARPOL ANNEX II (NLS)	<input type="checkbox"/> TORREMOLINOS
<input checked="" type="checkbox"/> SAFETY CONSTRUCTION	<input checked="" type="checkbox"/> SUEZ CANAL	<input checked="" type="checkbox"/> MARPOL ANNEX IV	<input type="checkbox"/> SPECIAL PURPOSE SHIP
<input checked="" type="checkbox"/> SAFETY EQUIPMENT	<input checked="" type="checkbox"/> PANAMA CANAL	<input checked="" type="checkbox"/> MARPOL ANNEX VI (AIR)	<input type="checkbox"/> POLAR CODE
<input checked="" type="checkbox"/> SAFETY RADIO		<input type="checkbox"/> CHEMICAL CODE	<input type="checkbox"/> HONG KONG CONVENTION
<input type="checkbox"/> DANGEROUS GOODS CH II-2		<input type="checkbox"/> GAS CODE	<input type="checkbox"/> USCG REQUIREMENTS RELATED TO POLLUTION PREVENTION
<input type="checkbox"/> IMSBC CODE		<input type="checkbox"/> VECS (CARGO VAPOUR RECOVERY)	<input type="checkbox"/> DYNAMIC POSITIONING FSVAD (FLAG STATE VERIFICATION & ACCEPTANCE DOCUMENT)
<input checked="" type="checkbox"/> ISM CODE		<input type="checkbox"/> ANTI-FOULING (AFS)	<input type="checkbox"/> OTHER (PLEASE SPECIFY)
<input checked="" type="checkbox"/> ISPS Code		<input type="checkbox"/> BALLAST WATER MANAGEMENT	

APPROVALS TO BE CARRIED OUT 承認が必要な文書

<input type="checkbox"/> INTACT STABILITY	<input type="checkbox"/> CARGO SECURING	<input checked="" type="checkbox"/> CREW ACCOMMODATION (SPECIFY REGULATIONS)
<input type="checkbox"/> GRAIN STABILITY		OTHER – (PLEASE SPECIFY)

This contract is between the client and Lloyd's Register Group Ltd. (hereinafter referred to as LR) and is subject to the following Terms and Conditions: この契約は、申請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。

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

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1. In these terms and conditions: (i) the "Contract" means this agreement for supply of the Services; (ii) the "Services" means any and all survey, classification, certification and reporting services provided at any time to the Client by any entity that is part of the LR Group, as hereinafter defined, (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, (iv) the "Content" means any live or recorded video, information, data, communication, text, software, scripts, graphics, photos, sounds, and/or other materials which may be viewed on, or accessed through, Remote Inspection Technology; (v) "Equipment" means the remote video-streaming and audio-enabled hardware which shall be either provided by the Client or procured by LR from its Supplier and provided to the Client, solely for the Purpose; (vi) the "Purpose" means the provision of Services using Remote Inspection Technology under the Contract; (vii) the "Supplier" means a third party supplier of any component of Remote Inspection Technology; and (viii) the "Remote Inspection Technology" means the Equipment (if procured by LR), together with the associated Supplier video and audio service, site and syndication platform to be used by LR for the Purpose.
2. The Client agrees to pay all Fees for the Services within 30 days of the invoice date (the due date). If the Client disputes an invoice, or part 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, 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 written technical information (the Information) received from the Client except as may be required by law or as may be authorised by the Client, or as referenced below. This obligation will not apply to any Information that: (i) was in the LR Group's possession before its disclosure by or on behalf of the Client to the LR Group; or, (ii) is disclosed to a third party through no fault of the LR Group; or, (iii) otherwise becomes available to the LR Group from an independent source not under a confidentiality obligation to the Client; or, (iv) is posted on the LR Group 'Class Direct' website or App; or, (v) is provided to an LR contractor or supplier under confidentiality terms and controls; or, (vi) LR is requested to provide the Information to: (a) a Flag State authority (including the EU Commission representatives); or, (b) another IACS member (pursuant to the IACS early warning rules); or, (c) a subsequent owner of the vessel to help explain any LR Group safety recommendation to that subsequent owner. This obligation will survive termination of the Contract.
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 release 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), made against, incurred or paid by any member of the LR Group as a result of or in connection with:
 - i) any breach by the Client of this contract; or,
 - ii) any alleged or actual infringement, whether or not under English law, of any third party's intellectual property rights (including copyright).
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 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 use, 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

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- 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.
 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. Client hereby agrees that LR shall be entitled to utilise Remote Inspection Technology for the Purpose and strictly on the basis that the Client shall be solely responsible for:
 - (i) ensuring operation of the Remote Inspection Technology is in accordance with LR's instructions;
 - (ii) provision of associated personnel, power, lighting and internet connectivity;
 - (iii) ensuring the Content is of sufficient quality for the Purpose and meets LR's stated requirements (duration, resolution, angle of view, depth of field, frame rate and image stability and any other additional requirements conveyed by LR representatives);
 - (iv) determining and confirming to LR in writing the location, type and specific identity of each inspected item(s) including, where requested by LR, by application of appropriate visual markings to such items;
 - (v) the terms of the Contract shall exclusively govern and apply to limit LR's responsibility and liabilities of any kind arising in connection with the provision of Services using the Remote Inspection Technology, in like manner as if the same Services were supplied without use of the Remote Inspection Technology;
 - (vi) LR shall have no obligation or liability of any kind in connection with items not readily discernible from normal inspection of the Content or which are so discernible but which are not expressly stated as to be inspected within the applicable Scope of Work;
 - (vii) ensuring that any person to whom Equipment is made available by the Client or its representatives shall use, hold and store such Equipment with reasonable skill and care, and to that end Client shall indemnify LR from and against any loss or damage of the Equipment by reason of the Client's, or its representative's negligence or default.
 28. The parties recognise that, whilst processing of personal data is out-with the scope of Services LR is required to deliver, personal data may nonetheless be inadvertently captured in the course of operation of Remote Inspection Technology. Therefore, in order to ensure the Services are carried out, and any resulting personal data incidentally captured is processed, in compliance with the *Data Protection Act 2018* (UK) (including any superseding or amending instruments, including the GDPR (EU 2016/679)) (the Act), the Client, as Data Controller, shall be responsible for and shall ensure that:
 - (i) it and its employees, subcontractors and agents shall use the Equipment solely for and to the extent necessary for the Purpose and for no other purpose and in a manner calculated to minimise the incidental capture of personal data;
 - (ii) Equipment use shall be restricted to record only those areas relevant for the Purpose;
 - (iii) Equipment shall not be used to monitor any adjoining areas, or activities, which are not intended to be inspected in the course of provision of Services;
 - (iv) those persons in control of the equipment or using the Remote Inspection Technology have had adequate training in data protection/privacy to use it in accordance with the terms of this Contract;
 - (v) when not in use the Equipment is stored so that it is secure and protected from damage, loss, theft or inappropriate use;

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- (vi) all necessary notices are provided and consents obtained from all individuals in the immediate vicinity of such operations and/or at risk of their personal data being captured, which notices and consents shall be sufficient to enable lawful processing and transfer to LR of any such captured personal data; appropriate technical and organisational measures are in place to prevent unauthorised processing, accidental loss, misuse or destruction of such personal data; and, any personal data stored on the Equipment is retained for no longer than is reasonably necessary for the Purpose, and to that end that Content is promptly reviewed and any such personal data erased in a timely fashion.
29. The Client hereby acknowledges and accepts that elements of the Remote Inspection Technology may be controlled and offered by a Supplier from facilities outside the European Economic Area and that the country or territory where such Facilities are located may not maintain adequate data protection standards as deemed by the Act. In such cases the Party by whom such Supplier is engaged shall ensure that appropriate measures are taken (following a risk assessment) to ensure that commensurate and adequate safe guards are in place to provide compliance in accordance with GDPR (EU2016/679).
30. The Client acknowledges and accepts that its obligations under clause 29] are critical to ensuring LR's compliance with the Act and accordingly shall indemnify LR and keep indemnified LR against any breach thereof.
31. Client shall retain exclusive ownership of all Content arising from or in connection with LR's provision of Services, and LR shall acquire no proprietary interest in or right to such Content, save and to the extent of its licences under clause 32.
32. Client hereby grants to LR a non-exclusive, worldwide, irrevocable and royalty free licence:
- (i) to make and retain copies of the Content in its original form and format which LR shall use solely for the purposes of LR's internal training, quality assurance, archiving and record keeping, each of which copy shall be regarded as confidential information of the Client and be subject to those provisions of the Contract governing use of Client's Intellectual Property and Confidential Information; and
 - (ii) to use the Content to develop improvements to its own products and services, PROVIDED ALWAYS that such products and services do not contain or disclose any Content and that
- in the course of their development LR does not disclose Content to any third party; and
- (iii) to use the Content for any other purpose associated with its business PROVIDED ALWAYS that prior to any use by LR of the Content for any purpose not authorised by clause 32(i) or 32(ii), LR shall ensure that any and all personal or other identifiers which, alone or in conjunction with other Content or any other information reasonably accessible in the public domain, may enable a third party: to identify any person (including the Client and any Affiliate, employee, representative or contractor of it); to associate any particular event, equipment, asset, property, methodology, behaviour, allegiance or process with any of them; or to discern any confidential information relating to any of them, are irreversibly removed and destroyed. For the avoidance of doubt nothing shall prevent LR from attaching metadata to the Content and from retaining and using such metadata along with it in its anonymized form, provided that the combined anonymized Content and metadata remain compliant with this clause 32 (iii).
33. The Client acknowledges that the Remote Inspection Technology is provided on an "as is" basis. LR disclaims any and all warranties relating to the Equipment, Remote Inspection Technology, Content and other materials, express or implied, including but not limited to the implied warranties of non-infringement of third party rights, merchantability and fitness for a particular purpose. LR does not warrant that any content will be error-free, that access thereto will be uninterrupted, that defects will be corrected, or that the site or the servers that make LR content available are or will be free of viruses or other harmful components.
34. 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.
35. The parties agree that this Agreement constitutes the entire agreement between them, and supersedes all previous drafts, agreements, arrangements and understandings between them, whether oral or written.
36. The parties shall comply with all applicable laws, statutes and regulations relating to anti-bribery, anti-corruption and personal data protection.

Name of Client (Registered Owner) and address 依頼者の名称ならびに住所 LRS Lines Co., Ltd. 3-3-1, Minatomirai, Nishi-ku, Yokohama, Japan 220-0011	Stamp on behalf of the Client 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. Signature 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。 署名	
Name in BLOCK CAPITALS 名前 (英文・大文字) A. ANOTHER	Date 記入日 1 May 2020
Position in Client organisation 依頼者の役職 Manager, Fleet Department	Client's Reference (任意) 依頼者の参照番号
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事務所にご返送ください。