

既在船の入級又は再入級申請書

ご記入サンプル

This request for services is made on the basis that we accept the relevant Rules and Regulations for the Classification of Ships, and the terms and conditions on this form. We request that the following ship / vessel be surveyed for classification. この業務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の了承を基本としている。我々は以下の船舶の入級の申請を行います。

| Ship/Vessel name (or former name if recent change) 船名(或いはもし最近変更されたものであれば以前の船 IMO Number IMO 番号 | | | | | |
|--|---|--|--|-------------------------|--|
| 名) "LR QUEEN" | | | | 7654321 | |
| Current classification society 現在の船級協会 | Current class notation 現在の船級ノーテーション | | | | |
| Yes - with NK No | XXX YYY ZZZ | | | | |
| Is ship / vessel to be dual class?この船舶は二 重船級ですか | 二 Class notation requested 要求される船級ノーテーション | | | | |
| Yes No | 100A1 XXX YYY ZZZ | | | | |
| Current Flag 現在の船籍国 | Proposed Flag (これからの) 船籍国 | | Sister ships / standard series 姉妹船/標準船 | | |
| Panama | Singapore | | | | |
| Anticipated date of TOC survey commencement 入級検査開始予定日 | | | | | |
| dd/mm/yyyy | | | | | |
| Office Undertaking Survey 検査を行う事務所 Kobe | | Co-ordinating Office コーディネートを行う事務所 Yokohama | | | |
| IF SHIP / VESSEL DOES NOT APPEAR IN THE CURRENT REGISTER OF SHIPS PLEASE PROVIDE THE INFORMATION REQUESTED ON PAGE 3 OF THIS FORM もし船舶が現在の登録の中に見つからない場合には、このフォームの3ページに必要な情報をお書きください。 | | | | | |
| If the above ship/vessel is currently classed with a full member of IACS, the following statement applies. In | | | | | |
| accordance with the IACS Transfer of Class Agreement, we authorise you to obtain from the current classification society the classification survey status indicating any overdue surveys or outstanding conditions / | | | | | |
| recommendations for the subject ship / vessel. This approach will be made upon confirmation of ownership. | | | | | |
| もし上記の船舶が現在 IACS 正規会員の1つによる船級を持っている場合には、以下の宣言が適用される。 | | | | | |
| IACSの船級変更協定に従って、 | | | | | |
| 未処理のコンディションあるいは勧告を示す検査状況を入手する権限を与えます。 この手続きは所有権の確認後 直ちに行います。 | | | | | |
| In addition we request that the following certificates / statements of compliance be issued and documents | | | | | |
| approved. 上記の申請に加えて、以下の適合証明書/宣言書の発行と文書類の承認を申請します。 | | | | | |
| | INAGE | OTHER | | I | |
| LOAD LINE (1966 LL) | INTERNATIONAL | MARPOL ANNI | EX I | CARGO GEAR | |
| LOAD LINE (1966 LL as amended by 1988 protocol) | NATIONAL | MARPOL ANNI | EX II | TORREMOLINOS | |
| PASSENGER SAFETY | BRITISH (NON-UK) | MARPOL ANNI | EX IV | SPECIAL PURPOSE SHIP | |
| SAFETY CONSTRUCTION | SUEZ CANAL | MARPOL ANNI | | CANADIAN ARCTIC | |
| SAFETY EQUIPMENT | PANAMA CANAL | CHEMICAL CO | DE | HARMONISED CERTS | |
| GMDSS RADIO | | GAS CODE | | OTHER (please specify) | |
| IMDG CODE | | VECS (CARGO | VAPOUR | | |
| BC CODE | | RECOVERY) | | | |
| | | ISPS CODE | | | |
| | | | | | |
| | | | | | |
| | CARGO SECURING | CARGO SECURING CREW ACCOMMODATION (SPECIFY REGULATIONS) OTHER (PLEASE SPECIFY) | | N (SPECIFY REGULATIONS) | |
| GRAIN | | | | | |



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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。

- 1. 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.
- 2. 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 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 technical information received from the Client except as may be required by law or as may be authorised by the Client. (The inclusion of data and plans on <u>www.cdlive.lr.org</u> 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.
- 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.
- B. 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 anyamounts then due to LR will immediately payable.
- 9. 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.
- 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.
- In providing Services, information, or advice, the LR Group 11. 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 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.



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- 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 that entity or any other LR Group entity, or be deemed to be a breach of contract, if the failure or omission arises from causes beyond that entity'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 providedhereunder. 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.

Name of Client (Registered Owner) and address 依頼者の名称と住所 LRS Lines Co., Ltd. 3-3-1, Minatomirai, Nishi-ku

I have read and agree for and on behalf of the Client, to the terms and conditions. 私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 ご記入サンプル

- Any damage, defect, breakdown, or grounding that could invalidate the conditions for which a class has been assigned, must be reported to an LR Group entity 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's 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.
- 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 ound, 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.

Stamp on behalf of the Client 依頼者代理人のスタンプ

Yokohama, Japan 220-0011



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| Name in BLOCK CAPITALS 名前 (大文字で) | Date 記入日 |
|---|-----------------------------------|
| A. ANOTHER | 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) |

INFORMATION REQUIRED IF SHIP / VESSEL DOES NOT APPEAR IN THE CURRENT REGISTER OF SHIPS 現在の登録簿にもし船が見つからない場合に必要な情報 Ship / Vessel Type 船のタイプ Builder and yard number 造船所及び船番 Date of build 完成日 Description of main propulsion arrangement 主推進装置の記述 Gross Tonnage 総トン数 Deadweight 船の載荷重量 Material of hull (if not steel) Length overall or BP (m) Breadth extreme or moulded Draught maximum (m) Installed propulsive power 全長 (m) (m) 最大あるいは型幅(m) 最大喫水(m) (kW) 推進力(kW)