



## ITOPF LIMITED

### TERMS AND CONDITIONS OF ASSOCIATE STATUS (effective 12<sup>th</sup> July 2018)

1. Associate status of ITOPF is subject to these Terms and Conditions, which apply to all Associates of ITOPF as at 12<sup>th</sup> July 2018, and to all persons who thereafter become Associates. The Directors of ITOPF have the right from time to time to add to or modify these Terms and Conditions.
2. Associate status of ITOPF is available only to such persons as the Directors of ITOPF may determine being an owner or demise charterer ("Owner") of any ship other than a tanker ("Ship"). For these purposes "tanker" means any ship (whether or not self-propelled) designed, constructed or adapted for the carriage by water in bulk of crude petroleum, hydrocarbon products and any other liquid substance.
3. An Associate may be required to notify ITOPF (or ensure that ITOPF is notified) in writing from time to time of the name and tonnage of Ships of which it is or becomes Owner and in respect of which it wishes to be entitled to the services of ITOPF. An Associate who is no longer the Owner of any Ship shall automatically cease to be an Associate of ITOPF.
4. Subject to these Terms and Conditions, an Associate has the right to request ITOPF to provide technical and other services, advice and information ("Services") in relation to:
  - a) a spill (or the threat thereof) of oil, or of HNS, whether as cargo or bunkers, or of any other cargo from a Ship, including on-site attendance to give technical advice with the aim of effecting an efficient response operation and mitigating any damage;
  - b) the technical assessment of damage caused by a spill of oil, or of HNS, whether as cargo or bunkers, or of any other cargo from a Ship;
  - c) the technical assessment of claims for compensation resulting from a spill (or the threat thereof) of oil, or of HNS, whether as cargo or bunkers, or of any other cargo from a Ship;
  - d) Contingency planning, response techniques, fate and effects, and compensation resulting from a spill (or threat thereof) of oil, or of HNS, whether as cargo or bunkers, and of any other cargo;
  - e) training courses, drills, exercises and similar events in respect of oil, or of HNS, whether as cargo or bunkers, or of any other cargo;
  - f) the provision of such of ITOPF's publications as are for general circulation and such other general information and advice as is within the scope of ITOPF's Services.
5. ITOPF will charge each Associate an annual subscription to assist in meeting its general expenses. It is a condition of entitlement to Services that the Associate's ITOPF subscription has been paid in respect of the current year commencing 20<sup>th</sup> February and for all prior periods of Associate status, either directly or by another body on the Associate's behalf and in respect of all Ships notified pursuant to paragraph 3 of which the Associate is the Owner. If in a winding-up of ITOPF there remains any surplus which is attributable to Associates' subscriptions, that surplus shall be distributed among Associates in proportion to the amounts subscribed by them.
6. Although under no obligation to solicit or obtain such information, ITOPF reserves the right from time to time to request any Associate or its insurer to provide information satisfactory to ITOPF concerning the Associate's pollution liability insurance cover. It is a condition of entitlement to Services that any Associate or its insurer of which such a request is made will duly comply.
7. ITOPF reserves the right to recover costs incurred in respect of the provision of any Services from an Associate on whose behalf such costs are incurred. ITOPF will not normally charge a fee for providing Services to an Associate but may do so from time to time when circumstances warrant at ITOPF's discretion. It is a condition of entitlement to Services that an Associate will agree to, and arrange for, the payment of such costs and fees when so requested by ITOPF.

## ITOPF LIMITED

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8. ITOPF reserves the right in its absolute discretion:
- (a) (i) to terminate the Associate status of any Associate; and/or
- (ii) to decline to respond or cease responding either in whole or in part to any request by or on behalf of an Associate for the provision of Services
- where the continuation of such Membership and/or where such response or its continuation may in any way howsoever expose ITOPF to the risk of being or becoming subject to any sanction, prohibition or adverse action in any form whatsoever by any state or international organisation;
- (b) not to respond to a request by or on behalf of an Associate for the provision of Services where in its absolute discretion ITOPF has determined that the spill (or the threat thereof) of oil, or of HNS or any other cargo from a Ship has arisen other than directly in connection with the operation of the Ship including, but not limited to, as a result of a blow-out, cratering, seepage or any other uncontrolled flow from a well or reservoir or any equipment not contained within the Ship; and/or
- (c) not to respond either in whole or in part to any request by or on behalf of an Associate for the provision of Services whether because of a failure on the part of the Associate to meet a condition set by ITOPF, or because of a lack of available ITOPF staff capacity, or for any reason which in ITOPF's absolute discretion might adversely affect ITOPF, the safety of its staff, or the provision of the Services requested. In the case of competing demands for its Services, ITOPF will normally give priority to its Members.
9. To the extent permitted by law, ITOPF shall have no liability to any Associate or other person for any direct, indirect, special or consequential loss, expenses and/or costs arising out of or in connection with the provision of, or failure to provide, any Services.
10. Notices to Associates may be given in such manner as ITOPF may determine and shall be deemed given if given to an Associate's insurer or by way of press advertisement.