



## ITOPF LIMITED

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

1. Membership of ITOPF is subject to ITOPF's Memorandum and Articles of Association and to these Terms and Conditions, which apply to all Owners who are Members of ITOPF as at 12<sup>th</sup> July 2018, and to all Owners who thereafter are accepted for Membership. The Directors of ITOPF have the right from time to time to add to or modify these Terms and Conditions. Any such additions or modifications and their effective date will be notified to Members.
2. Membership of ITOPF is available only to an owner or demise charterer ("Owner") of a tanker, being 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 ("Tanker").
3. A Member is required to notify ITOPF (or ensure that ITOPF is notified) in writing from time to time of the name and tonnage of Tankers of which it is or becomes Owner and in respect of which it wishes to be entitled to the services of ITOPF. A Member who is no longer the Owner of any Tanker whose name and tonnage have been so notified shall automatically cease to be a Member of ITOPF.
4. Subject to these Terms and Conditions, a Member 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 Tanker, 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 Tanker;
  - 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 Tanker;
  - 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 circulation to Members and such other general information and advice as is within the scope of ITOPF's Services.
5. It is a condition of entitlement to Services that the Member's ITOPF subscription has been paid in respect of the current year commencing 20th February and for all prior periods of Membership, either directly or by another body on the Member's behalf, and in respect of all Tankers notified pursuant to paragraph 3 of which the Member is the Owner.
6. Although under no obligation to solicit or obtain such information, ITOPF reserves the right from time to time to request any Member or its insurer to provide information satisfactory to ITOPF concerning the Member's pollution liability insurance cover. It is a condition of entitlement to Services that any Member or its insurer of which such a request is made will duly comply.

## ITOPF LIMITED

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7. ITOPF reserves the right to recover costs incurred in respect of the provision of any Services from a Member, on whose behalf such costs are incurred. ITOPF will not normally charge a fee for providing Services to a Member but may do so from time to time when circumstances warrant at ITOPF's discretion. It is a condition of entitlement to Services that a Member will agree to, and arrange for, the payment of such costs and fees when so requested by ITOPF.
8. ITOPF reserves the right in its absolute discretion:
  - (a) (i) to terminate the Membership of any Member; and/or  
  
(ii) to decline to respond or cease responding either in whole or in part to any request by or on behalf of a Member 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 a Member 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 Tanker has arisen other than directly in connection with the operation of the Tanker 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 Tanker; and/or
  - (c) not to respond either in whole or in part to any request by or on behalf of a Member for the provision of Services whether because of a failure on the part of the Member 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 Member 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.