

GENERAL TOWAGE CONDITIONS
THE JAPAN HARBOUR TUGOWNERS' ASSOCIATION

(Revised February 1st,1971)

Tugowners shall apply the towing service only as stipulated in the following conditions.

1. The following words referred to in the conditions are defined:
 - (a) "Hirer's vessel" shall mean a vessel for which the towing service is supplied.
 - (b) "Towing service" shall mean all the services rendered by the tugs for holding, pushing, pulling or moving the Hirer's vessel and/or assisting the vessel's handling in any other ways.
 - (c) "While towing" shall mean the period commencing when the lines/ropes have been passed to or by the tug or when the tug is in a position to receive instructions direct from the master of the Hirer's vessel, whichever is the sooner, and ending when the lines/ropes have been cast off after completing the towing service or when the tug is safely clear of the Hirer's vessel, whichever is the later.
2. While towing, the master and crew of the tug, considered as employees of the owners of the Hirer's vessel, shall follow instructions given by the master of the Hirer's vessel. In this connection, instructions given by any person aboard the Hirer's vessel to the master or crew of the tug shall be construed as due instructions of the master of the Hirer's vessel. Therefore,
 - (a) The Tugowner and his employees shall in no case be held liable for loss/damage, sustained while towing, to the Hirer's vessel, or injury/damage to any person or property aboard the Hirer's vessel;
 - (b) The owner and master of the Hirer's vessel shall be liable for and bear loss/damage to the tug or injury to any person aboard the tug caused while towing;
 - (c) The owner and master of the Hirer's vessel shall indemnify the Tugowner in case the Tugowner is held liable for damage/injury to a third party while towing;

Provided that any such liability for loss, damage or injury as above set out is not caused by want of reasonable care on the part of the Tugowner to make his tugs sea-worthy for the navigation of the tugs during the towing or other services...the burden of proof of any failure to exercise such reasonable care being upon the owner of the Hirer's vessel.

3. The Tugowner shall not be held liable for any damage caused to the Hirer's vessel or any persons aboard the Hirer's vessel due to delay in arrival at a designated time at the place of towing service, resulting from weather conditions, labour disputes, perils in navigating waters, restrictions on navigation, rescue of lives and distressed ships and all other causes not attributable to the Tugowner.
4. The master of the tug shall be at liberty to suspend the towing service after obtaining the consent of the master of the Hirer's vessel, in order to proceed for rescue of lives or ships *in distress deemed* necessary while towing. In this case, the Tugowner shall not be held liable for any loss/damage/injury that may arise through the suspension of the towing service.
5. The master of the tug shall be at liberty to take necessary steps, while towing, to avoid *immediate* danger of the Hirer's vessel, tug or third party, without the instructions from the master of the Hirer's vessel provided that there is no time to receive the above instructions for avoiding such impending danger apprehended.
6. In interpreting the Towage Conditions and also on matters not stipulated herein, the laws of Japan and common maritime customs shall be conformed with.
7. Any disputes arising under these conditions shall be submitted to arbitration held in Tokyo by the Japan Shipping Exchange, Inc., and the award given by the arbitrators shall be final and binding.