



THE INTERNATIONAL TANKER OWNERS POLLUTION FEDERATION LIMITED (ITOPF)

TERMS AND CONDITIONS OF MEMBERSHIP

(effective 20th February, 1999)

1. Membership of The International Tanker Owners Pollution Federation ("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 20th February, 1999, 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) 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 from a Tanker;
 - (c) the technical assessment of claims for compensation resulting from a spill (or the threat thereof) from a Tanker;
 - (d) oil pollution contingency planning, response techniques, oil spill effects and compensation for oil pollution damage;
 - (e) oil spill training courses, drills, exercises and similar events; and
 - (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

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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.
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 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 opinion 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.

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