

## Contract for Provision of Oil Spill Response Services (Non-Members Agreement)

### SPECIAL CONDITIONS OF CONTRACT

<b>1. Date</b>	<b>2. Project Number</b>								
<b>3. Hirer / Place of business for all notices <i>CI 18</i></b> (full style, address and fax) Oil Spill Response Limited No.2 Jalan Samulun Singapore 629120  Tel +65 6266 1566 Fax + 65 6266 2312  UEN T06FC6915A  (Hereinafter referred to as "the Company")	<b>4. Client / Place of business for all notices <i>CI 1, CI 18</i></b> (full style, address and fax)    Tel Fax  (Hereinafter referred to as "the Client")								
<b>5. Company's Invoice Address</b> Oil Spill Response Limited No.2 Jalan Samulun Singapore 629120    Tel +65 6266 1566 Fax + 65 6266 2312	<b>6. Client's Invoice Address</b>         Tel Fax								
<b>7. Commencement Date <i>CI 2</i></b>	<b>8. Estimated Termination Date <i>CI 2, CI 15</i></b>  (Subject to the Terms and Conditions)								
<b>9. Period of Hire Category in days <i>CI 2, CI 15</i></b>  (also denote in use, standby or as attached Schedule)	<b>10. Reason for Hire</b>								
<b>11. Area of Operation</b>	<b>12. Nominated Port/Airport <i>CI 9</i></b>								
<b>13. Destination Airport / Port <i>CI 9</i></b>	<b>14. Clients' Agent</b>								
<b>15. Equipment Insurance covered by Client?</b>  (YES, NO as applicable)	<b>16. Import bond placed by Client?</b>  (YES, NO, NOT REQUIRED as applicable)								
<b>17. Equipment Freight to be arranged by the Company?</b>  (YES, NO as applicable)	<b>18. Estimated Freight Cost <i>CI 10</i></b>    <div style="text-align: right;">US Dollars</div>								
<b>19. Equipment rehabilitation likely to be required? <i>CI 10</i></b>  (YES, NO as applicable)	<b>20. Estimated Rehabilitation Costs <i>CI 10</i></b>  (insert if known or TBA)								
<b>21. Personnel required <i>CI 6</i></b>  Incident Manager Operations/Logistics Manager Response Specialist / Field Co-ordinator Duty Administrator	<b>22. Unit Personnel Hire rate per day or part thereof <i>CI 6</i></b>  <table style="width: 100%; border: none;"> <tr> <td style="width: 80%;">Incident Manager</td> <td style="text-align: right;">US\$ 1,900</td> </tr> <tr> <td>Duty / Response Manager</td> <td style="text-align: right;">US\$ 1,800</td> </tr> <tr> <td>Response Specialist / Field Co-ordinator</td> <td style="text-align: right;">US\$ 1,500</td> </tr> <tr> <td>Duty Administrator Support / Historian</td> <td style="text-align: right;">US\$ 1,100</td> </tr> </table>	Incident Manager	US\$ 1,900	Duty / Response Manager	US\$ 1,800	Response Specialist / Field Co-ordinator	US\$ 1,500	Duty Administrator Support / Historian	US\$ 1,100
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Response Specialist / Field Co-ordinator	US\$ 1,500								
Duty Administrator Support / Historian	US\$ 1,100								



1 **Terms and Conditions**  
2 WHEREBY IT IS AGREED as follows:  
3 **Definitions**  
4 Cl 1. In this Agreement unless the context otherwise requires:  
5 (i) An "Affiliate" of any company means any company which is  
6 owned by, which owns, or is under common ownership with, that  
7 company. For this purpose "ownership" may be direct or indirect; direct  
8 ownership being through holding fifty per cent or more of the shares  
9 carrying rights to vote at a general meeting of the company (or its  
10 equivalent) or holding ordinary shares carrying a majority of votes at a  
11 general meeting (or its equivalent) of the company and indirect ownership  
12 being through a series of companies each being directly owned by one or  
13 (by aggregate shareholdings) more of the previous companies in the  
14 series. Any Affiliate which shall at any time cease to own, be owned by,  
15 or be under common ownership with the company concerned as  
16 aforesaid shall cease at such time to be an Affiliate of that company  
17 (ii) "Client's Affiliate" means any Affiliate of the Client  
18 (iii) "The Base" means the Oil Spill Response base at  
19 Southampton or at such other convenient location or locations in the  
20 United Kingdom, Singapore or elsewhere as may be notified by the  
21 Company to the Client  
22 (iv) "Contractors" means any company or companies for the time  
23 being engaged by the Company to operate or to provide services in  
24 support of response activities undertaken by the Company.  
25 **Period**  
26 Cl 2. This Agreement shall be deemed to have come into force on the  
27 agreed Commencement Date (Box 7), and shall, subject to the provisions  
28 for earlier termination herein contained, terminate on the agreed  
29 Estimated Termination Date (Box 8) but may be renewed by agreement  
30 between the parties hereto.  
31 **Rights of the Client**  
32 Cl 3. (A) In consideration of the payments to be made hereunder and  
33 the other undertakings herein entered into, the Client shall be entitled, in  
34 accordance with the terms hereof to hire such of that equipment listed in  
35 the Schedule hereto and the services of such number of employees of the  
36 Contractors or of an Affiliate of the Contractors as shall be hereafter  
37 agreed in writing between the parties hereto.  
38 (B) At no extra cost to the fees and charges provided for in this  
39 Agreement the Company shall advise, as far as it considers it to be  
40 practicable, on the clean-up operation in question.  
41 **Charges**  
42 Cl 4. The Client shall pay the Company in respect of each item of  
43 equipment hired a fee calculated at that rate which is stipulated in the  
44 Schedule hereto under the heading, "Hire Charges Per Day in US  
45 Dollars - IN USE", in respect of any period during which the equipment is  
46 in use (and not in transit or on standby) and at that rate which is stipulated  
47 in the Schedule hereto under the heading, "Hire Charges Per Day in US  
48 Dollars - ON STANDBY", in respect of any period during the period of hire  
49 in which the equipment is in transit or on standby or otherwise not in use.  
50 Such rates are per day or for part of a day and for the purposes of this  
51 Clause a 'day' shall mean a period of twenty four hours from the time that  
52 notice is received that the Client requires the equipment for its use, and  
53 any subsequent period of twenty four hours.  
54 Cl 5. Where the equipment hired hereunder is in any one day part of the  
55 time in use and part of the time not in use then in respect of that day the  
56 higher rate shall apply.  
57 Cl 6. In respect of personnel supplied hereunder the Client shall pay the  
58 Company the rate stipulated in the Schedule hereto. The Company shall  
59 have absolute discretion in determining the personnel which it shall  
60 provide under this Agreement. The Company expressly reserves the right  
61 at its sole discretion to at any time (including during a response)  
62 substitute the personnel provided under this Agreement  
63 Cl 7. The Company shall be entitled at any time and from time to time to  
64 vary any of the rates specified in the said Schedule by not less than 30  
65 days notice in writing to the Client.  
66 **Control of Operations and Equipment**  
67 Cl 8. (A) The responsibility for the control of all matters at the location  
68 of the clean-up operation shall be that of the Client PROVIDED THAT the  
69 Company or any of its employees or those of Contractors, or of an  
70 Affiliate of the Contractors working at the clean-up may decline to carry  
71 out any instruction and take any action if they see fit in any situation  
72 where the safety of personnel may be at risk and as to whether any such  
73 situation exists shall be at the sole discretion of the Company and the  
74 aforementioned employees who are present at the clean-up operations  
75 (B) During the period of hire of any equipment hereunder the  
76 Client shall  
77 (i) Take all reasonable steps necessary on its part to protect  
78 and preserve such equipment in good working order  
79 (ii) Keep the Company fully informed of the location of the  
80 equipment and of any malfunctioning thereof or loss of or damage thereto  
81 (iii) Not part with possession of the equipment without the  
82 prior consent of the Company  
83 (iv) Permit the Company or the Contractors or the employees  
84 or agents of either of them such access to such equipment as they may  
85 reasonably request  
86 (v) Take all such steps as may be necessary to keep such  
87 equipment free from all liens, charges and encumbrances, and to prevent  
88 such equipment becoming the property of any person other than the  
89 Company or the Contractors  
90 (vi) Not make or allow to be made any modification or  
91 alteration to any of such equipment otherwise than by personnel provided  
92 by the Company hereunder or with the prior consent of the Company or  
93 the Contractors; and  
94 (vii) Be responsible for complying with and obtaining any  
95 necessary permissions under any laws for the time being applying in any  
96 country in which such equipment may be during the period of hire and  
97 relating to the operation of such equipment or the work of personnel  
98 provided under this Agreement and for dealing with any customs  
99 formalities entry permits or other matters in connection with use or return  
100 of such equipment hereunder and the personnel provided hereunder.  
101 **Transport**  
102 Cl 9. The Client shall nominate a port or airport at which the equipment  
103 shall be delivered to the Client. Unless otherwise agreed with the  
104 Company, transportation from the nominated port or airport to the site of  
105 operations and all travel arrangements for personnel shall be the  
106 responsibility of the Client, but the Client shall consult with the Company  
107 and keep it fully informed of all such arrangements.  
108 **Expenses**  
109 Cl 10. In addition to the other charges provided for in this Agreement, the  
110 Client shall, upon receipt of proper invoices, make payment to the  
111 Company in respect of:  
112 (i) All transport and travel made as a consequence of the hire of  
113 equipment and personnel made available hereunder including the costs of  
114 transportation to the nominated port or airport and any other costs  
115 incurred by the Company;  
116 (ii) Reasonable accommodation and living expenses incurred by  
117 the Company in respect of the personnel made available hereunder;  
118 (iii) The cost of cleaning and rehabilitating equipment hired  
119 hereunder. For this purpose materials and services will be charged at  
120 cost and work at man/hour rates to be specified for personnel from time to  
121 time by the Company.  
122 **Liability and Indemnities**  
123 Cl 11. The parties hereto recognise and acknowledge that many varying  
124 factors affect the success or otherwise of an oil spill clean-up operation  
125 and the performance of the equipment involved and that success in any  
126 event can be relative and accordingly agree that any condition warranty or  
127 representations as to merchantable quality or fitness for purpose of any  
128 equipment to be found at the Base or as to the effect of any advice given  
129 is inappropriate NOW THEREFORE:  
130 (i) All representations conditions and warranties in respect of the  
131 equipment which is in the subject of this Agreement relating to its quality,  
132 fitness for purpose, merchantability or otherwise whether implied by  
133 statute or by common law or otherwise are hereby excluded;  
134 (ii) Any advice offered is to be construed as a statement of  
135 opinion only and not as a representation of any kind as to the effects of  
136 following such advice;  
137 (iii) the Company shall exercise reasonable skill, care and  
138 diligence in the discharge of its obligations under or arising out of the  
139 performance of this Agreement but in respect of any loss or damage of  
140 whatsoever nature or howsoever caused which in any way arises out of or  
141 is connected with the performance or non-performance by or on behalf of  
142 the Company of such obligations or the equipment or staff supplied  
143 hereunder  
144 (a) The liability of the Company, its Affiliates, and its or their  
145 employees or agents (whether in contract or in tort) shall be limited to any  
146 case of negligence or wilful misconduct on their part and shall then not  
147 exceed the amount of daily fees paid under this Agreement for the item or  
148 items of equipment or personnel concerned to the exclusion of all other  
149 liability;  
150 (b) The Client agrees that it shall take no proceedings  
151 against any such Affiliate, employee, shareholder or agent of the  
152 Company or any employee or agent of any of them, but shall look solely  
153 to the Company under the provisions of (a) above;  
154 (iv) The Client shall, during and after the period of this Agreement,  
155 keep the Company, its Affiliates and its and their employees and agents  
156 indemnified against any claim, demand, action or proceeding arising out  
157 of or in any way connected with the performance or non-performance  
158 (whether negligent or otherwise, and howsoever a head of damage may  
159 be formulated and including any claim, demand, action or proceeding in  
160 respect of the equipment supplied) by or on behalf of the Company of its  
161 obligations under or arising out of the performance of this Agreement,  
162 brought or instituted against the Company or its Affiliates or its or their  
163 employees or agents by any third party (including any claims from the  
164 Contractors)  
165 (v) For the purposes of this Clause:  
166 (a) The Company shall be deemed to be acting as agent for  
167 and on behalf of its Affiliates, and its employees and agents and the  
168 benefit of the provisions of this Clause 11 shall extend to all such  
169 Affiliates, employees and agents of the Company.  
170 (b) The Client shall during and after the period of this  
171 Agreement keep the Company and its employees and agents indemnified

172 against all claims, demands, actions or proceedings by or on behalf of all  
173 the Client's Affiliates its and their employees and agents, arising from any  
174 matter related to this Agreement to the extent that such claim, demand,  
175 action or proceeding could not, by virtue of this Clause 11 be brought by  
176 the Client.

177 (c) The term "agent" or "agents" where used in sub-clauses  
178 (iii) (iv) and (v) of this Clause shall include where appropriate the  
179 employees of the agent or agents referred to.

#### 180 **Loss or Damage**

181 Cl 12. The Client shall indemnify and re-imburse the Company in respect  
182 of any loss or damage to the equipment supplied hereunder (other than  
183 normal wear and tear) and shall maintain a policy or policies of insurance  
184 in such amount as may be approved by the Company in respect of any  
185 loss of or damage to the equipment which is the subject of this Agreement  
186 from the time of delivery of such equipment to the nominated UK port or  
187 airport until the return of such equipment to the Base at the end of the  
188 period of hire. At the request of the Company, at any time the Client will  
189 furnish the Company with such evidence of such insurance cover as the  
190 Company may request.

#### 191 **Return of Equipment**

192 Cl 13. (A) The Client shall be responsible for the return of the equipment  
193 which is the subject of this Agreement to the Base at the end of the period  
194 of hire. The period of hire includes the time from which the equipment  
195 leaves the Base until the equipment is returned to the Base.

196 (B) Notwithstanding any of the other provisions hereof, in the  
197 event that any equipment which is the subject of this Agreement, is not  
198 returned to the Base or is lost or damaged other than by normal wear and  
199 tear until such time as the equipment in question is returned or has been  
200 replaced by substitute equipment as the case may be, the Client shall pay  
201 to the Company in respect thereof the fees calculated at the rate set out  
202 in the Schedule hereto and the period of hire shall be deemed to continue  
203 for such purpose.

#### 204 **Payment of Fees and other charges**

205 Cl 14. (A) Payments to be made hereunder shall be made by the Client  
206 within 30 days of the date of receipt of the invoice and without prejudice to  
207 the Company's other rights, payments outstanding after that period shall  
208 bear interest until payment at 3 per cent above the HSBC Bank plc,  
209 London base rate current from time to time during the period in question.

210 (B) The Client shall indemnify and keep indemnified the Company  
211 against all forms of taxation or fiscal imposts of whatsoever nature levied  
212 upon the Company in any jurisdiction other than the United Kingdom  
213 arising out of or in connection with the Company's performance of this  
214 Agreement, including, without limitation, taxation or other withholdings  
215 any customs or import or export duties.

#### 216 **Termination or Suspension**

217 Cl 15. (A) Notwithstanding anything to the contrary express or implied  
218 elsewhere herein, the Company (without prejudice to its other rights) may  
219 at its sole discretion either terminate this Agreement forthwith or forthwith  
220 suspend the provision of services under this Agreement until further  
221 notice on notifying the Client either orally (confirming such notification in  
222 writing) or by notice in writing in the event that:

223 (i) A liquidator (other than for the purpose of amalgamation  
224 or reconstruction), trustee in bankruptcy, receiver or receiver and  
225 manager is appointed in respect of the assets and/or undertaking of the  
226 Client or any Client's Affiliate, or the Client or any Client's Affiliate enters  
227 into an arrangement or composition with its creditors, or any similar  
228 appointment, arrangement or composition is made under any applicable  
229 law, or if the Company has reason to anticipate any such appointment,  
230 arrangement or composition (but with respect to any Client's Affiliate, only  
231 where the occurrence of any of the foregoing events would or might  
232 adversely affect the performance by the Client of any of its obligations or  
233 responsibilities hereunder); or

234 (ii) The Client or any Client's Affiliate fails to make any  
235 payment due to the Company under this Agreement punctually by the due  
236 date or commits any breach of this Agreement and fails to make such  
237 payment or remedy such breach within 30 days of being advised by the  
238 Company that such payment is due and has not been made or such  
239 breach has been committed

240 (iii) The facilities, equipment or operating staff at the Base  
241 cease to be available to the Company for reasons beyond the reasonable  
242 control of the Company

243 (B) Notwithstanding anything to the contrary express or implied in  
244 this Agreement, the Client may either terminate or suspend this  
245 Agreement forthwith until further notice on notifying the Company either  
246 orally (with confirmation in writing) or by notice in writing of such  
247 requirement.

248 (C) In the event that this Agreement shall have been terminated  
249 or the provision of services hereunder suspended by the Company  
250 pursuant to paragraphs (A) (i), (ii) or (B) above, the Client shall reimburse  
251 the Company all direct costs and expenses incurred as a consequence of  
252 such termination or suspension

253 (D) Upon any termination or expiry of this Agreement the Client  
254 shall immediately return to the Company all equipment and operating staff  
255 provided to the Client under this Agreement and all provisions of this  
256 Agreement relating to such equipment and staff shall be deemed to  
257 remain in force until the Client shall have fully performed all its obligations

258 hereunder in respect of such equipment or staff. The provisions of  
259 Clauses 11 and 12 shall survive any termination or expiry of this  
260 Agreement.

#### 261 **Assignment and Delegation**

262 Cl 16. (A) Neither party shall transfer or assign its rights or obligations  
263 under this Agreement without the prior written consent of the other party.

264 (B) Notwithstanding (A) above, the Company shall be free to  
265 arrange for all or any of its obligations hereunder to be performed in  
266 whole or in part by Contractors or any Affiliate of such Contractors.

#### 267 **Force Majeure**

268 Cl 17. No failure or omission by either party to carry out or observe any of  
269 the terms or conditions of this Agreement shall, except in relation to  
270 obligations to make payments hereunder, give rise to any claim against  
271 the party in question or be deemed a breach of this Agreement if such  
272 failure or omission arises from any cause reasonably beyond the control  
273 of that party.

#### 274 **Notices**

275 Cl 18. Any communications by either party to the other shall, unless  
276 otherwise provided herein, be sufficiently made if sent by post (by airmail  
277 where airmail is possible), postage paid, or facsimile transmission to the  
278 place of business address previously specified, unless otherwise  
279 specified by not less than 15 days' notice in writing by the party in  
280 question.

281 Cl 19. Any notices given to the Client shall be deemed served on all  
282 Client's Affiliates and the Company shall be entitled to rely on all notices,  
283 consents, requests and the like given to or by the Client or any Client's  
284 Affiliate as binding on the Client and all other Client's Affiliates.

285 Cl 20. Notwithstanding the above provisions, communications which relate  
286 to emergency response only shall be sufficiently made if made by  
287 telephone, facsimile or electronic communication and if the telephone  
288 communication is confirmed by facsimile or electronic communication  
289 provided that they are so made by nominated persons the identity of whom  
290 shall be agreed in writing between the parties and such emergency  
291 communications are made to telephone or facsimile numbers and or  
292 electronic addresses similarly agreed in writing.

#### 293 **Waiver**

294 Cl 21. No waiver by either party of any provision of this Agreement shall  
295 be binding unless made expressly and expressly confirmed in writing.  
296 Further, any such waiver shall relate only to such matter, non-compliance  
297 or breach as it expressly relates to and shall not apply to any subsequent  
298 or other matter, non-compliance or breach.

#### 299 **Law**

300 Cl 22. The construction, validity and performance of this Agreement shall  
301 be governed by English Law, and the parties hereto agree with regard  
302 thereto to submit to the exclusive jurisdiction of the English courts.

#### 303 **Value Added Tax**

304 Cl 23. Any Value Added Tax or any other taxes chargeable on any  
305 payments made under this Agreement shall be added to the relevant  
306 sums due under this Agreement.

#### 307 **Severability**

308 Cl 24. The invalidity or unenforceability of any provisions of this  
309 Agreement shall not affect the validity or enforceability of the remainder.

310

311 Document Issue Date: December 2008

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**Equipment List & Scale of Fees 2010**

EQUIPMENT DESCRIPTION	Total Quantity	Southampton	Singapore	Bahrain	INSURANCE VALUE GB pounds	MEMBER				NON-MEMBER			
						GB pounds		US Dollars		GB pounds		US Dollars	
						DAILY STAND BY	DAILY IN USE	DAILY STAND BY	DAILY IN USE	DAILY STAND BY	DAILY IN USE	DAILY STAND BY	DAILY IN USE
<b>PRE-LOADED EQUIPMENT</b>													
Load One - Yokohama Fenders	1	1			£19,200	£60	£120	\$120	\$240	£120	£240	\$240	\$480
Load Two - Dispersant tanker (transport unit only)	1	1					Not applicable						
Load Three - Adds Pack	3	1	1	1	£334,000	£925	£1,850	\$1,850	\$3,700	£1,850	£3,700	\$3,700	\$7,400
Load Four - Offshore Containment and Recovery (Weir Boom)	1	1			£292,000	£1,050	£2,100	\$2,100	\$4,200	£2,100	£4,200	\$4,200	\$8,400
Load Five - Shoreline protection	1	1			£175,000	£1,695	£3,390	\$3,390	\$6,780	£3,390	£6,780	\$6,780	\$13,560
Load Six - Offshore Containment and recovery (Ro-Skim)	1	1			£348,000	£1,308	£2,615	\$2,615	\$5,230	£2,615	£5,230	\$5,230	\$10,460
Load Seven - Egmopol Barge	1	1			£157,000	£435	£870	\$870	\$1,740	£870	£1,740	\$1,740	\$3,480
Load Eight - Shoreline protection (complementary to Package Five)	1	1											
Load Nine - Shoreline protection (complementary to Package Five, for heavy oil)	1	1											
Load Ten - NIMBUS	1	1			£388,000	£1,075	£2,150	\$2,150	\$4,300	£2,150	£4,300	\$4,300	\$8,600
<b>RECOVERY BOOM</b>													
Ro-skim system , tandem, 120tph skimmer, without power pack (can be used in conjunction with additional 200m boom on reel)	4	2	2		£120,000	£470	£940	\$940	\$1,880	£940	£1,880	\$1,880	\$3,760
2 pump weir boom capacity (120 tph) - for use in conjunction with Roboom units excluding power systems	1	1			£90,000	£850	£1,300	\$1,300	\$2,600	£1,300	£2,600	\$2,600	\$5,200
Roboom 200 metres Bay boom combi system without power pack 10 tons capacity trawl net	2		2		£70,000	£275	£550	\$550	\$1,100	£550	£1,100	\$1,100	\$2,200
Nofi Harbour Buster	2	1	1		£71,500	£500	£1,000	\$1,000	\$2,000	£1,000	£2,000	\$2,000	\$4,000
<b>OFFSHORE BOOM</b>													
Roboom 200 metres Bay Boom, on reel without power pack	19	7	8	4	£55,200	£250	£500	\$500	\$1,000	£500	£1,000	\$1,000	\$2,000
Roboom 400 metres Bay boom in container without power pack	1	1			£100,000	£550	£1,100	\$1,100	\$2,200	£1,100	£2,200	\$2,200	\$4,400
Roboom 200 metres Ocean boom on reel without power pack	3	1	2		£67,900	£270	£540	\$540	\$1,080	£540	£1,080	\$1,080	\$2,160
Vikoma Ocean 500 metres boom without power pack	3	3			£95,800	£390	£780	\$780	\$1,560	£780	£1,560	\$1,560	\$3,120
Hi Sprint 950 rapid boom with reel ( 300 metres long without power pack)	7	2	3	2	£120,000	£350	£700	\$700	\$1,400	£700	£1,400	\$1,400	\$2,800
<b>INSHORE BOOM</b>													
Sea Sentinel boom 10 metres air/skirt for coastal areas	247	163	47	37	£960	£20	£40	\$40	\$80	£40	£80	\$80	\$160
Sea Sentinel boom 20 metres air/skirt for coastal areas	337	172	115	50	£1,220	£25	£50	\$50	\$100	£50	£100	\$100	\$200
Sea Sentinel boom air/skirt 200 metres on reel with power pack for coastal area	8		8		£37,077	£330	£660	\$660	\$1,320	£660	£1,320	\$1,320	\$2,640
Shore Guardian boom 10 metres for beach sealing capability	174	108	30	36	£1,300	£23	£45	\$45	\$90	£45	£90	\$90	\$180
Shore Guardian boom 20 metres for beach sealing capability	152	104	30	18	£2,100	£40	£80	\$80	\$160	£80	£160	\$160	\$320
Troil Boom GP 750 (price per 200 metres)	2	1		1	£15,000	£100	£200	\$200	\$400	£200	£400	\$400	\$800
Troil Boom GP1100 (price per 200 metres)	3		3		£26,000	£130	£260	\$260	\$520	£260	£520	\$520	\$1,040
Sea Curtain - Foam filled in 50 metre sections	27		27		£2,250	£75	£150	\$150	\$300	£150	£300	\$300	\$600
<b>INSHORE BOOM ANCILLARIES</b>													
Air & water pump support box	36	17	12	7	£1,700	£10	£20	\$20	\$40	£20	£40	\$40	\$80
Boom mooring equipment (anchors, chain, and rope) are included within the boom hire packages however any losses will be recharged as consumables													
Boom Vane - boom deployment unit	1	1			£6,000	£20	£35	\$35	\$70	£35	£70	\$70	\$140
<b>DISPERSANT APPLICATION</b>													
AR 19 Beach spray set	8	8			£600	£5	£10	\$10	\$20	£10	£20	\$20	\$40
AR 30 Beach spray set	9	9			£1,000	£10	£20	\$20	\$40	£20	£40	\$40	\$80
Back pack sprayers (6 off at 5 gallons capacity)	4	2	2		£600	£5	£10	\$10	\$20	£10	£20	\$20	\$40
Boat Spray sets for use as vessel mounted Type 3 dispersant application system (6 metre arms)	9	6		3	£8,000	£35	£70	\$70	\$140	£65	£140	\$140	\$280
Boat Spray sets for use on EARLY craft Type 3 application system (6 metre arms)	3		3		£8,000	£35	£70	\$70	\$140	£70	£140	\$140	\$280
Boat Spray sets for use as vessel mounted Type 3 dispersant application system (12 metre arms)	9	3	6		£15,000	£60	£120	\$120	\$240	£120	£240	\$240	\$480
AFEDO nozzles	6	4	2		£2,500	£10	£20	\$20	\$40	£20	£40	\$40	\$80
Chemspray	2	1		1	£2,500	£10	£20	\$20	\$40	£20	£40	\$40	\$80
Chemical dispersant will be charged at replacement purchase cost plus all procurement fees. Non-members will be charged a fee of £2,000 for access to dispersant stocks and an additional 15% surcharge on all invoiced costs.													
<b>RECOVERY SKIMMERS</b>													
Diesel drive oil mop system (204D)	2	2			£11,500	£40	£80	\$80	\$160	£80	£160	\$160	\$320
Diesel drive oil mop system inc mop and pulleys (9D) Capacity 12 tph	4	2	1	1	£17,000	£60	£120	\$120	\$240	£120	£240	\$240	\$480
Diesel driven oil mop unit (140D)	9	4	3	2	£4,000	£15	£30	\$30	\$60	£30	£60	\$60	\$120
Vikoma Komara 40 without power pack	6	2	2	2	£15,500	£45	£90	\$90	\$180	£90	£180	\$180	\$360
Komara 20k disc skimmer inc power pack	5	3		2	£15,000	£40	£80	\$80	\$160	£80	£160	\$160	\$320
Komara 12k disc skimmer inc power pack	22	20		2	£15,000	£40	£80	\$80	\$160	£80	£160	\$160	\$320
Komara 7k disc skimmer inc power pack	13	6	2	5	£9,000	£25	£50	\$50	\$100	£50	£100	\$100	\$200
Elastec combi drum drum skimmer inc power pack	2		2		£15,000	£40	£80	\$80	\$160	£80	£160	\$160	\$320
Vikoma Seaskimmer 50 without power pack	2		2		£32,000	£90	£180	\$180	\$360	£180	£360	\$360	\$720
Vikoma Minivac vacuum system	12	5	2	5	£17,500	£50	£100	\$100	\$200	£100	£200	\$200	\$400
Roclean Minivac vacuum system	4		4		£11,000	£50	£100	\$100	\$200	£100	£200	\$200	\$400
Vikoma Powervac portable vacuum unit c/w recovery hopper, capacity 12 tph	26	16	6	4	£18,000	£50	£100	\$100	\$200	£100	£200	\$200	\$400
Molex Skid mounted vacuum system 4,000 litres	2	1		1	£25,000	£70	£140	\$140	\$280	£140	£280	\$280	\$560
Transvac 500D Skid Mounted Vacuum / Pump System	4	2		2	£57,000	£160	£320	\$320	\$640	£320	£640	\$640	\$1,280
Desmi DS 250 skimmer without power pack	2	2			£26,000	£70	£140	\$140	\$280	£140	£280	\$280	\$560
Ro-Disc attachment for DS250	2	2			£10,000	£25	£50	\$50	\$100	£50	£100	\$100	\$200

**Equipment List & Scale of Fees 2010**

EQUIPMENT DESCRIPTION	Total Quantity	Southampton	Singapore	Bahrain	INSURANCE VALUE GB pounds	MEMBER				NON-MEMBER			
						GB pounds		US Dollars		GB pounds		US Dollars	
						DAILY STAND BY	DAILY IN USE	DAILY STAND BY	DAILY IN USE	DAILY STAND BY	DAILY IN USE	DAILY STAND BY	DAILY IN USE
<b>PRE-LOADED EQUIPMENT</b>													
Walosep weir skimmer without power pack	2	2			£67,000	£150	£300	\$300	\$600	£300	£600	\$600	\$1,200
GT 185 weir skimmer without power pack	9	2	5	2	£16,000	£45	£90	\$90	\$180	£90	£180	\$180	\$360
Termite weir skimmer without power pack	6	4		2	£11,000	£30	£60	\$60	\$120	£60	£120	\$120	\$240
Termite Combi system brush / disc without power pack	2		2		£25,000	£230	£460	\$460	\$920	£460	£920	\$920	\$1,840
Termite Combi system brush / disc / weir without power pack	1		1		£25,000	£230	£460	\$460	\$920	£460	£920	\$920	\$1,840
Terminator weir skimmer (with thrusters) without power pack	2	1		1	£22,650	£75	£150	\$150	\$300	£150	£300	\$300	\$600
Terminator combi system brush / disc / weir skimmer without power pack	2		2		£25,000	£230	£460	\$460	\$920	£460	£920	\$920	\$1,840
Delta Skimmer - weir skimmer inc. Spate pump. Capacity 12 tph	6		6		£5,000	£15	£30	\$30	\$60	£30	£60	\$60	\$120
Marflex Sweep Arms - Large Volume weir skimmers without power pack	1 pair		1 pair		£12,000	£35	£70	\$70	\$140	£70	£140	\$140	\$280
Foilex TDS 150 Coast weir / brush skimmer without power pack	1		1		£8,000	£50	£100	\$100	\$200	£100	£200	\$200	\$400
Slickdisc MK-13 interchangeable skimmer brush / disc / weir c/w power pack	3		3		£7,000	£20	£40	\$40	\$80	£40	£80	\$80	\$160
<b>HEAVY OIL RECOVERY</b>													
Egmpol belt skimmer inc power system (requires working platform)	1	1			£20,000	£55	£110	\$110	\$220	£110	£220	\$220	\$440
Egmpol belt skimming barge system inc propulsion for sheltered waters	1	1			£157,000	£435	£870	\$870	\$1,740	£870	£1,740	\$1,740	\$3,480
WP 130 drum skimmer without power pack	3	2	1		£63,000	£175	£350	\$350	\$700	£350	£700	\$700	\$1,400
Rotodrum without power pack	2	2			£28,000	£75	£150	\$150	\$300	£150	£300	\$300	\$600
Sea Devil skimmer without power pack	4	3	1		£45,000	£125	£250	\$250	\$500	£250	£500	\$500	\$1,000
Helix Skimmer	2	1		1	£26,000	£73	£145	\$145	\$290	£145	£290	\$290	\$580
Scan Trawl System	1	1			£11,000	£90	£180	\$180	\$360	£180	£360	\$360	\$720
EARL vessel bow skimmer	1		1		£45,000	£125	£250	\$250	\$500	£250	£500	\$500	\$1,000
Orimulsion Reflotation Device without power pack	1		1		£25,000	£70	£140	\$140	\$280	£140	£280	\$280	\$560
<b>TRANSFER PUMPS</b>													
Peristaltic pump 20 tph	4	4			£4,000	£18	£35	\$35	\$70	£35	£70	\$70	\$140
Spate diaphragm pump 10 tph	17	8	6	3	£5,000	£20	£40	\$40	\$80	£40	£80	\$80	\$160
Desmi DOP 160 pump without power pack	9	5	2	2	£5,000	£20	£40	\$40	\$80	£40	£80	\$80	\$160
Desmi DOP 250 pump without power pack	8	6	2		£10,000	£45	£90	\$90	\$180	£90	£180	\$180	\$360
Water injection flange for DOP pump	4	2	2		£3,000	£25	£50	\$50	\$100	£50	£100	\$100	\$200
TK7 and TK 5 offloading pump inc. power pack	2		2		£16,000	£45	£90	\$90	\$180	£90	£180	\$180	\$360
<b>STORAGE EQUIPMENT</b>													
Lancer / Polutank Barge - 25,000 litres	12	4	5	3	£24,000	£200	£400	\$400	\$800	£400	£800	\$800	\$1,600
Lancer / Polutank Barge - 50,000 litres	7	6	1		£30,000	£250	£500	\$500	\$1,000	£500	£1,000	\$1,000	\$2,000
Nofi storage barge - 25,000 litres	1		1		£24,000	£200	£400	\$400	\$800	£400	£800	\$800	\$1,600
Nofi storage barge - 50,000 litres	1		1		£30,000	£250	£500	\$500	\$1,000	£500	£1,000	\$1,000	\$2,000
Unitor oil bag - capacity 500 m³	1			1	£120,000	£2,000	£4,000	\$4,000	\$8,000	£4,000	£8,000	\$8,000	\$16,000
Unitor oil bag - capacity 200 m³	2		1	1	£51,000	£850	£1,700	\$1,700	\$3,400	£1,700	£3,400	\$3,400	\$6,800
Unitor oil bag - capacity 100 m³	3		3		£40,000	£650	£1,300	\$1,300	\$2,600	£1,300	£2,600	\$2,600	\$5,200
Ro-tank storage - capacity 10 m³	6			6	£4,500	£75	£150	\$150	\$300	£150	£300	\$300	\$600
Pillow tanks - capacity 2.5 m³	12	12			£460	£8	£16	\$16	\$32	£16	£32	\$32	\$64
Fastanks - capacity 2,000 gallons	66	34	26	6	£2,000	£18	£35	\$35	\$70	£35	£70	\$70	\$140
Fastank - 5 m³ capacity	12	2		10	£1,400	£15	£30	\$30	\$60	£30	£60	\$60	\$120
Waste Containment Tank	10		10		£3,000	£30	£60	\$60	\$120	£60	£120	\$120	\$240
Porta berm storage - capacity 10 m³	2		2		£5,000	£75	£150	\$150	\$300	£150	£300	\$300	\$600
<b>COMMUNICATIONS EQUIPMENT</b>													
Single VHF handset	60	40	20		£150	£5	£10	\$10	\$20	£10	£20	\$20	\$40
VHF Base Station	7	5	1	1	£3,600	£15	£30	\$30	\$60	£30	£60	\$60	\$120
VHF Repeater Station	3	2	1		£6,500	£20	£40	\$40	\$80	£40	£80	\$80	\$160
Iridium satellite phone	6	1	4	1	£2,500	£40	£80	\$80	\$160	£80	£160	\$160	\$320
ACeS Sat Phone	3		3		£1,250	£20	£40	\$40	\$80	£40	£80	\$80	\$160
BGAN Hughes Network Systems (HNS) 9201	6	3	2	1	£2,500	£40	£80	\$80	\$160	£80	£160	\$160	\$320
BGAN Nera WorldPro 1010	5	1	3	1	£2,900	£50	£100	\$100	\$200	£100	£200	\$200	\$400
<b>ANCILLARIES</b>													
Hatz power pack (25kw)	1		1		£12,000	£35	£70	\$70	\$140	£70	£140	\$140	\$280
Foilex Powerpack - TDS 150 Weir skimmer (25kw)	1		1		£12,000	£35	£70	\$70	\$140	£70	£140	\$140	\$280
Multi purpose power pack (35kw)	1	1			£30,000	£80	£160	\$160	\$320	£160	£320	\$320	\$640
Pharos power packs ( 35kw)	4	2		2	£25,000	£70	£140	\$140	\$280	£140	£280	\$280	\$560
Multi purpose (same) power pack (50kw)	10	8		2	£32,400	£90	£180	\$180	\$360	£180	£360	\$360	\$720
Desmi power pack (50 kw)	4		4		£32,000	£90	£180	\$180	\$360	£180	£360	\$360	\$720
Zone 2 Vikoma power packs (93kw)	4	2	1	1	£40,000	£125	£250	\$250	\$500	£250	£500	\$500	\$1,000
Multi purpose power pack (50kw) Winter Version air fan / lighting	5		5		£32,000	£90	£180	\$180	\$360	£180	£360	\$360	\$720
Tiger power pack (80kw)	8	6		2	£40,000	£125	£250	\$250	\$500	£250	£500	\$500	\$1,000
GP30 power packs	4			4	£17,000	£50	£100	\$100	\$200	£100	£200	\$200	\$400

**Equipment List & Scale of Fees 2010**

EQUIPMENT DESCRIPTION	Total Quantity	Southampton	Singapore	Bahrain	INSURANCE VALUE GB pounds	MEMBER				NON-MEMBER			
						GB pounds		US Dollars		GB pounds		US Dollars	
						DAILY STAND BY	DAILY IN USE	DAILY STAND BY	DAILY IN USE	DAILY STAND BY	DAILY IN USE	DAILY STAND BY	DAILY IN USE
<b>PRE-LOADED EQUIPMENT</b>													
Lamor 25 power packs	12	6	6		£13,000	£50	£100	\$100	\$200	£100	£200	\$200	\$400
Hydraulic Hose reels	14	12		2	£4,000	£30	£60	\$60	\$120	£60	£120	\$120	\$240
3000w Generator	10	5	2	3	£900	£5	£10	\$10	\$20	£10	£20	\$20	\$40
1000w Generator	2	1	1		£900	£5	£10	\$10	\$20	£10	£20	\$20	\$40
Powered floodlights	7	2	2	3	£2,500	£10	£20	\$20	\$40	£20	£40	\$40	\$80
Mobile welding equipment	1	1			£5,000	£15	£30	\$30	\$60	£30	£60	\$60	\$120
Hydraulic pressure washers (without power pack)	3	2	1		£2,000	£15	£30	\$30	\$60	£30	£60	\$60	\$120
Mobile diesel drive high pressure and temperature washer for sea water use (trailer mounted)	4	3		1	£6,500	£15	£30	\$30	\$60	£30	£60	\$60	\$120
Diesel drive high pressure and temperature washer for sea water use (skid mounted)	4	2		2	£6,500	£15	£30	\$30	\$60	£30	£60	\$60	\$120
Fluorometer for dispersant application analysis (Technician required)	3	1	1	1	£10,000	£70	£140	\$140	\$280	£140	£280	\$280	\$560
Crane unit	4	4			£26,400	£70	£140	\$140	\$280	£140	£280	\$280	\$560
Yokohama fender	6	6			£7,000	£20	£40	\$40	\$80	£40	£80	\$80	\$160
Low pressure inflatable fender	2	2			£7,000	£20	£40	\$40	\$80	£40	£80	\$80	\$160
Portable inflatable shelter	5	3	1	1	£2,500	£10	£20	\$20	\$40	£20	£40	\$40	\$80
Personnel decontamination set	6	3	2	1	£1,000	£15	£30	\$30	\$60	£30	£60	\$60	\$120
Personal Protective Equipment Set (50 person for 3 days)	1	1			£20,000	Replacement at cost for Member, Non-member subject to 15% admin fee							
Personal Protective Equipment Set (50 person for 1 day)	1	1			£20,000	Replacement at cost for Member, Non-member subject to 15% admin fee							
<b>OILED WILDLIFE RESPONSE PACKAGE</b>													
Search and Rescue	1	1	1	1	£4,500	£25	£50	\$50	\$100	£50	£100	\$100	\$200
Intake and triage	1	1			£4,500	£25	£50	\$50	\$100	£50	£100	\$100	\$200
Cleaning and rehabilitation	2	2			£14,500	£75	£150	\$150	\$300	£150	£300	\$300	\$600
<b>GAS MONITORS</b>													
Area Monitor (4 channel + PID)	9	3	3	3	£2,600	£25	£50	\$50	\$100	£50	£100	\$100	\$200
Personal Monitors (4 Channel)	45	15	15	15	£500	£5	£10	\$10	\$20	£10	£20	\$20	\$40
Gas Monitor (Drager Chip Measurement System (CMS))	3		3		£2,000	£20	£40	\$40	\$80	£40	£80	\$80	\$160
Gas Monitor (IONScience FirstCheck 4000Ex)	3		3		£2,000	£20	£40	\$40	\$80	£40	£80	\$80	\$160
<b>VESSELS - (without crew and are approximate sizes)</b>													
2 metres inflatable + outboard	4	1	2	1	£1,500	£25	£50	\$50	\$100	£50	£100	\$100	\$200
4 metres inflatable + outboard	2	1		1	£3,500	£60	£120	\$120	\$240	£120	£240	\$240	\$480
5 metres inflatable + outboard	2	1	1		£6,500	£65	£130	\$130	\$260	£130	£260	\$260	\$520
6.2 metres semi rigid + outboard	1	1			£16,000	£150	£300	\$300	\$600	£300	£600	\$600	\$1,200
7.5 metres semi rigid + outboard	1			1	£25,000	£210	£420	\$420	\$840	£420	£840	\$840	\$1,680
7.5 metres semi displacement workboat	3		3		£70,000	£550	£1,100	\$1,100	\$2,200	£1,100	£2,200	\$2,200	\$4,400
12 metres displacement workboat	1	1			£100,000	£280	£560	\$560	\$1,120	£560	£1,120	\$1,120	\$2,240
<b>VESSELS - (with crew and are approximate sizes)</b>													
20 metres EARL oil spill response vessels (in use only)	3	1	2		£506,000		£190 per hour		\$380 per hour		£380 per hour		\$760 per hour
Minimum daily charge of eight hours will be applied. Rates will be varied to accommodate vessel duties. A reduced rate will be applied for extended duration operations.													
<b>AIRCRAFT SYSTEMS</b>													
ADDS Pack dispersant spray system for use with L-382 Hercules (aircraft not included)	3	1	1	1	£334,000	£925	£1,850	\$1,850	\$3,700	£1,850	£3,700	\$3,700	\$7,400
Nimbus dispersant system for use with L-382 Hercules (aircraft not included)	1	1			£388,000	£1,075	£2,150	\$2,150	\$4,300	£2,150	£4,300	\$4,300	\$8,600
Rotortech TC3 helicopter mounted spray system (150 gallons) (helicopter not included)*	4	4			£25,000	£70	£140	\$140	\$280	£140	£280	\$280	\$560
Simplex Model 6860 helicopter spray bucket mounted spray system (240 gallons) (helicopter not included)*	7	2	3	2	£10,250	£55	£110	\$110	\$220	£110	£220	\$220	\$440
Simplex Model 5400 Heli-Torch Aerial igniter for oil burning (helicopter not included)*	1	1			£6,000	£15	£30	\$30	\$60	£30	£60	\$60	\$120
Aircraft palletised storage systems (per unit of 4 pieces)					£1,250	£7	£14	\$14	\$28	£14	£28	\$28	\$56
Aircraft palletised storage systems (per unit of 4 pieces)					£1,250	£7	£14	\$14	\$28	£14	£28	\$28	\$56
* Oil Spill Response warrants the condition of this equipment but accepts no liability whatsoever in respect of its' operation. The aircraft operator must satisfy himself of the suitability of the equipment to the aircraft and have the necessary operations manual to permit its use.													
<b>AIRCRAFT</b>													
HERCULES L382G AIRCRAFT - all costs in USD	2	1	1										
Response flights - applicable on days where flights are carried out - charged on hourly basis. Subject to a minimum charge of the daily "standby fee							\$5,000 per hour				\$10,000 per hour		
*Standby - applicable on days where flights are not carried out - charged on daily basis						\$9,000 per day				\$18,000 per day			
Training/demonstration flights - only available to Members									As incurred at direct cost				
Direct costs will be charged as incurred to Members. Non-members will be charged an additional 15%.													
The above rates apply in respect of 'normal' response operations where the aircraft is deployed and utilised for up to a maximum of 10 days. Daily charges for non flying standby periods of greater than 10 days duration where the aircraft flies on average for less than 3 hours per day during that period will be charged at \$15,000 per day and will require special consideration. Additional requirements may be placed on users in these cases. This option is only available to Members.													
<b>WEST AFRICAN DISPERSANT SERVICES - MEMBERS ONLY - NOTE ALL FEES ARE IN US DOLLARS</b>													
Embraer Bandeirante aircraft	1			West Africa									
Dispersant Spraying Service													
Scrambling fee									\$4,000				
Block hour flying fee ( plus any direct operating costs)									\$1,000				
Daily standby fee								\$3,500					
Dispersant replacement at cost price - delivered to site													
Aerial surveillance service													
Scrambling fee									\$3,000				
Block hour flying fee ( plus any direct operating costs)									\$1,000				
Daily standby fee								\$3,500					

**Equipment List & Scale of Fees 2010**

EQUIPMENT DESCRIPTION	Total Quantity	Southampton	Singapore	Bahrain	INSURANCE VALUE GB pounds	MEMBER				NON-MEMBER				
						GB pounds		US Dollars		GB pounds		US Dollars		
						DAILY STAND BY	DAILY IN USE	DAILY STAND BY	DAILY IN USE	DAILY STAND BY	DAILY IN USE	DAILY STAND BY	DAILY IN USE	
<b>PRE-LOADED EQUIPMENT</b>														
Training flights														
Scrambling fee									\$4,000					
Block hour flying fee ( plus any direct operating costs)									\$1,000					
Daily standby fee							\$3,500							
<b>UKCS AERIAL SERVICES – MEMBERS ONLY</b>														
Cessna 310 surveillance aircraft c/w infra red and digital video (based in Coventry)	1	1												
Block hour flying fee including fuel (plus any direct operating costs)									£550					
Daily standby fee									As incurred at direct cost					
Cessna 406 aircraft plus Dispersant pod (based in Coventry)	1	1												
Scrambling fee									£3,000					
Block hour flying fee including fuel (plus any direct operating costs)									£950					
Daily standby fee						£3,000								
Dispersant replacement at cost price - delivered to site														
<b>SURVEILLANCE EQUIPMENT</b>														
SRSS remote sensing package	1	1			£100,000	£300	£600	\$600	\$1,200	£600	£1,200	\$1,200	\$2,400	
Shoreline survey video package	2	2			£5,000	£40	£80	\$80	\$160	£80	£160	\$160	\$320	
<b>VEHICLES (Mileage rates will be charged in addition to daily hire charge)</b>														
6 wheel all terrain vehicle	7	4	1	2	£10,500	£20	£40	\$40	\$80	£40	£80	\$80	\$160	
Alhambra MPV (£0.40/mile)	2	2			£18,000	£20	£40	\$40	\$80	£40	£80	\$80	\$160	
4x4 Vehicle (£0.80/mile)	4	2		2	£26,000	£25	£50	\$50	\$100	£50	£100	\$100	\$200	
17 ton truck (£1.44/mile)	2	1		1	£25,000	£25	£50	\$50	\$100	£50	£100	\$100	\$200	
Tractor unit (£1.80/mile)	1	1			£26,000	£30	£60	\$60	\$120	£60	£120	\$120	\$240	
Trailer 40' (12metres)	12	12			£8,000	£10	£20	\$20	\$40	£20	£40	\$40	\$80	
<b>PERSONNEL</b>														
Incident Manager								£475	\$950		£950		\$1,900	
Duty / Response Manager								£450	\$900		£900		\$1,800	
Response Specialist / Field coordinator								£375	\$750		£750		\$1,500	
Duty Administrator Support / Historian								£275	\$550		£550		\$1,100	
<i>Oil Spill Response uses an ICS (Incident Command Structure) during a response to provide continuous communications with the customer and to ensure efficient deployment of resources.</i>														
<b>OIL SPILL MODELLING</b>														
Trajectory								£150	\$300		£300		\$600	
Stochastic								£220	\$440		£440		\$880	
Backtrack								£150	\$300		£300		\$600	

**DEFINITIONS**

**Period of hire**

The total period of hire includes the time from which the equipment leaves the Base until it is returned to the same base or to a nominated port or airport if so agreed.

**Base**

The Base means the oil spill response base at Southampton, Bahrain, Singapore or elsewhere as may be determined by the Company.

**Daily "In Use"**

Equipment shall be deemed to be "In Use" in respect of any period during which the equipment is in use and not in transit or on standby.

**Daily "On Standby"**

Equipment shall be deemed to be "On Standby" in respect of any period during which the equipment is in transit, on standby or otherwise not in use.

**Length of day (equipment)**

Where the equipment is in any one day part of the time "In Use" and part of the time "On Standby" then in respect of that day the higher rate shall apply. The length of day with respect to equipment is a 24 hour period.

**Length of working day (personnel)**

The Company promotes safe working practices and must ensure the safety and welfare of its staff particularly when operating in the high levels of activity of an oil spill incident. The working day is therefore limited to 10 hours.

Should extended hours become a necessity, it is the responsibility of the Company's management to ensure that the appropriate numbers of staff are deployed to permit an effective shift system to be operated and to advise the client accordingly.

**TERMS AND CONDITIONS**

**Administration fee**

There is no administration fee for Members. A 15% fee will be charged to Non-members on all third party costs including but not limited to consumables, chemical dispersant replacement cost, aviation charter costs and direct operating costs for aviation activities.

**Aircraft charter**

In the event that a chartered aircraft is required this can be organised through a dedicated broker. Payment from Members is due within fifteen days. Non-members may be required to pay in advance and rates will be subject to a 15% administration fee

**Aircraft Insurance**

All aircraft contracted by the Company for use in aerial surveillance and dispersant spraying activities (Cessna 310, Cessna 406, Embraer Bandeirante and Hercules) are insured by the service provider, however, if any additional premium is payable due to the nature of a specific operation this will be recharged to the client.

**Cap on hire charges (Members only)**

Hire charges will be capped at twice the replacement cost of the equipment however rehabilitation, repair and maintenance costs will continue to be charged in the normal way at the end of the period of hire. Once the capped value has been reached there may be an option to purchase the equipment at replacement cost, the terms for which will be agreed at the time.

**Chemical Dispersant**

Chemical dispersant will be charged at replacement purchase price plus all procurement costs. Non-members will be charged a fee of £2,000 for access to dispersant stocks plus a 15% administration fee. The hire of dispersant in support of exploration and similar activities is only available to Members.

**Consumables**

All consumables will be charged at replacement cost. Non-members will also be charged a 15% administration fee.

**Deployment of Equipment**

All equipment supplied by the Company will be accompanied by an appropriate number of Company personnel for the duration of its deployment

**Hercules L382G Aircraft**

The Hercules aircraft are available for both dispersant spraying and cargo operations. The quoted rates apply in respect of 'normal' response operations where the aircraft is deployed and utilised in response flights for up to a maximum of 10 days. All direct costs will be recharged to the client and an additional administration fee of 15% will be levied on Non-members.

Daily charges for non flying standby periods of greater than 10 days duration will be charged at \$15,000 per day and will require special consideration. In the event of a prolonged deployment, the mobilising party must pay for sufficient flying hours and direct operating costs to ensure crew currency and aircraft reliability are maintained. In addition, the mobilising party may be charged if a replacement aircraft is required to cover other operational / contractual commitments which are reliant on the availability of the Hercules L382G aircraft. This option is only available to Members.

**Invoicing**

Invoices will be issued on completion of the response or, in the case of a prolonged response, invoices will be issued monthly.

**Oil Spill Modelling**

Fees for oil spill modelling are based on the assumption that the Company is provided with all necessary maps and relevant information (including but not limited to weather, currents, etc) by the client on a timely basis.

**Payment**

Payment is due within 30 days of the date of receipt of the invoice. Payments still outstanding after 30 days shall bear interest at 3% above the HSBC Bank plc, London base rate current from time to time during the period in question until payment is received.

**Rates**

The rates contained in this Scale of Fees apply solely to response incidents. Rates for all other services are available on request.

**Rehabilitation of equipment**

The costs of cleaning and rehabilitating the equipment will be invoiced following completion of the rehabilitation and will include all materials, services and manpower costs.

**Taxation**

All rates are shown exclusive of VAT and any other taxes including, but not limited to, withholding tax and royalties. If any deduction or withholding in respect of tax or otherwise is required by law to be made from any payment the invoice will be revised accordingly so that, after such deduction or withholding is made, the payment received is for the same amount as it would have been in the absence of any requirement to make such a reduction or withholding.

**DISCLAIMER**

The above Terms and Conditions are provided for reference purposes only and are not comprehensive. For a copy of the full Terms and Conditions please refer to the relevant contract for Members or Non-members