

**THIS CONSULTANCY AGREEMENT** (this “**Agreement**”) is made on <.....> (‘Effective Date’);

**BETWEEN:**

(1) <*Name of the Company*>, a company incorporated and organized under the laws of <.....> with its registered office at <address> (the “*Company*”)

(2) <*Name of the Consultant*>, a company incorporated and organized under the laws of <.....> with its registered office at <address> (the “*Consultant*”)

(The “**Consultant**” and the “**Company**” shall be referred to as the “**Party**” or the “**Parties**” as the context permits).

**WHEREAS:**

1. Consultant is engaged to provide marine and pilotage services;
2. Company requires marine and pilotage services;
3. The Consultant shall provide the



**S.S. LEGAL CONSULTANTS**

2.

Cons.

- 2.1 Consultant shall provide a panel to perform pilotage service by Consultant in carrying out the work. Liability, and Consultant shall hold Company harmless out of any acts by Consultant or its personnel in connection herewith;
- 2.2 shall advice from the operating procedures involved in marine and pilotage;
- 2.3 shall determining opportunity in pilotage services; taking into consideration safety and insurance;

2.4 shall check certificates of vessels coming for clearances and send confirmation to the port clearance office to issue NOC as per Company standard operating procedure for inbound vessels.

**3. Payment of Consultancy Fee**

3.1 The Company shall pay the consultancy services as per the cost mentioned below

| Sl. No. |  |
|---------|--|
| 1       |  |
|         |  |
|         |  |



**S.S. LEGAL CONSULTANTS**

**4. Representations**

4.1 Consultant represents and warrants that there is no contractual or other restriction on the Consultant's ability to perform the Services under the terms of this Agreement or which will prevent the Consultant from performing the Services.

4.2 Consultant warrants that the Consultant has the ability to efficiently and expeditiously perform the Services. Consultant shall ensure that the technical consultancy, support and training provided under this Agreement are of a professional quality with industry standards and as adopted to the needs and circumstances of Company.

4.3 In the event of failure of Consultant to provide satisfactory Services at any time for any reason whatsoever, Consultant guarantees to Company that he shall, promptly correct any errors in the services at its own cost.

4.4 The Consultant guarantees that every pilot who will be assigned to Company shall hold an appropriate certificate or license issued by the competent pilotage authority stating any limitations that may apply such as maximum size, draught, or tonnage of ships the holder is qualified to pilot. Such pilot shall be certified by the competent authority about his medical fitness, particularly as regards vision, which should meet UAE requirements or such other standard conditions as may be required by the competent pilotage authority. The marine and pilotage training of the Consultant shall be sufficient to enable its deployed pilot to carry out the duties of a pilot for Company, and training to include practical training with experienced pilots.

## 5. Designation

Each of the Consultant's employees performing the activities of the Company shall be designated by the person in charge in writing to the Company. The Consultant shall designate other party in



**S.S. LEGAL CONSULTANTS**

6.3 Retention of Documents. Upon termination of this Agreement for any reason, the Consultant will deliver to Company all documents of Company in any form that Consultant may have in its possession.

## 7. Access

The Company shall allow the Consultant's employees, access to facilities, offices, as well as access to its personnel and records, as the Consultant considers necessary to perform the required services.

## 8. Relationship Between Parties

Nothing contained herein shall be considered to create a relationship of association or partnership between the Parties.

**9. Term and Termination**

9.1 The Agreement shall be effective from the date of joining of the deployed pilot at Company and shall continue for a period of 12 months. This Agreement may be renewed by mutual written confirmation from both Parties.

9.2 This Agreement may be terminated by either Party by giving 7 calendar days written notice of such termination to the other Party in the event of a material breach by the other Party. "Material breach" shall mean (i) a breach of any material term of Agreement (ii) any other breach that causes or is likely to cause the termination of Consultant or any key personnel of Consultant or such key personnel from providing services, (iv) an act of insolvency, liquidation or



**S.S. LEGAL CONSULTANTS**

**10. Liability/ Indemnity**

10.1 Liability: Consultant shall be liable for all legal expenses, damage, claims, charges, or costs which are incurred by Company as a result of negligence, gross negligence, wilful, misconduct or other intentional acts or omissions, arising or resulting there from are out of control of the Company.

10.2 Indemnity: Consultant agrees to hold Company harmless from any and all claims, actions, damages, costs and attorney's fees arising out of the acts or omissions of Consultant, its employees, agents or suppliers with regard to the performance or omission of any of Consultant's duties and obligations under this Agreement. The indemnity extends to any claims asserted by any subsequent owner or third Party alleging improper or defective workmanship provided by Consultant.

10.3 Professional Indemnity Insurance & Insurances for Carrying out the Services: The Consultant shall maintain professional indemnity insurance in an amount not less than AED1,000,000 for any one occurrence and a maximum of occurrences arising out of each event for the period of 10 years from the date of this Agreement. The Consultant shall submit an original certificate of insurance at the commencement of the Services.

10.4 Without limiting the above, Consultant shall effect and maintain policies of insurance including public liability, and compliance with any requirements of the Company as additional insured.

10.5 Consultant shall assign to the Company all rights of subrogation and recovery in connection with the Services.



## S.S. LEGAL CONSULTANTS

### 12.

The Consultant shall be responsible for and that this Agreement shall be signed by the Consultant and the Company.

### 13. Amendments

No addition to or modification of this Agreement shall be valid unless it is in writing and duly signed by the Parties representative.

### 14. Arbitration

14.1 Any dispute arising out of or in connection with the performance, interpretation, nullification, termination, or invalidation, of this Agreement or arising there from or related thereto, in any manner whatsoever, shall be amicably settled by both Parties. If amicable settlement couldn't be reached between the Parties within thirty (30) days from the date on which such dispute had arisen, then it shall be referred to and finally resolved by arbitration under the Arbitration Rules of the DIFC Arbitration Centre. The governing law of the Agreement shall be the law of United Arab Emirates.

14.2 Such arbitration shall be conducted by a panel of three arbitrators. Each Party shall appoint one arbitrator and the third arbitrator shall be appointed, upon the request of the selected two arbitrators or of either of them. The panel of three arbitrators shall render its award substantially on the basis of the contract and any subsequent agreement(s) between the Parties hereto. The arbitration shall be held in DIFC, Dubai, in English language or such other places as may be agreed by the Parties hereto. The award issued by the panel of three arbitrators shall be binding on the Parties hereto as if it were a final judgment issued by a court of competent jurisdiction in the UAE or any other country.

14.3 The arbitration shall be conducted in accordance with the rules of arbitration set out in Article 14.2 of the Schedule to this Agreement without any modification.



## S.S. LEGAL CONSULTANTS

### 17. Severability

If any part of this Agreement is held to be invalid, the remaining provisions shall remain in full force and effect. The Parties hereto shall endeavour to agree to make the necessary amendments to the Agreement to reflect the legal and intentions expressed herein. Such provisions shall not be affected by the invalidity of any other provisions and the invalidity shall not affect the other provisions of this Agreement.

### 18. Notices

Any notice to be given under this Agreement shall be delivered personally or sent by prepaid registered mail (air-mail if overseas, surface mail if not). The address for service of each party shall be the address given herein or such other address as may from time to time be notified for this purpose. A notice shall be deemed to have been given as follows:

- a) if personally delivered, at the time of the delivery;
- b) if posted, at the expiration of 48 hours after the envelope containing the same is delivered into the custody of the postal authority; and

c) if sent by telex or facsimile transmission.

In proving such service, it shall be sufficient to show that personal delivery was made or that the envelope containing such communication was placed into the custody of the postal authority as prepaid registered mail or that telex or facsimile or email was transmitted on the appropriate date.

SIGNED BY THE

For and on behalf of  
<Name of

Name

Name  
Designation



**S.S. LEGAL CONSULTANTS**