

NOTES TO ASG 11

ASG FIRE EXPERTS ACCESS AGREEMENT

1. In major casualties where fire experts are appointed a condition of their attendance will often be that the ship owner's expert will first consider the safety of the vessel for such attendance and that thereafter joint inspections are carried out. In such cases an agreement between the parties may be necessary.
2. ASG 11 is a template for such agreement when many parties are involved. The circumstances of each casualty and the requirements of attendance will be different and the wording will need to be adapted accordingly.
3. It is also possible that the ship owner will require indemnities for the attendance of experts as provided in ASG 10.

ASG 11
Admiralty Solicitors Group

ASG FIRE EXPERT ACCESS AGREEMENT

“AAA”

THIS ACCESS AGREEMENT is made this ... day of between:-

- (1) [solicitors] of [address] for and on behalf of the owners, demise charterers and operators/managers of the “AAA” (collectively the “Owners”); and
- (2) [solicitors] of {address] for and on behalf of Slot Charterers
 - 1.
 - 2.
 (collectively the “Slot Charterers”).
- (3) [solicitors] of [address] for and on behalf of Cargo Interest
 - 1.
 - 2.
 (collectively the “Cargo Interests”)
- (4) “Any further parties

WHEREAS:

- A. On about [“AAA”] (the “Vessel”) was damaged by fire and/or explosion in the [.....] Ocean whilst on passage from [.....] to [.....].
- B. LOF with SCOPIIC incorporated was signed by the Owners on [.....] with (Salvage Co ...) (“Salvors”).

- C. The Vessel is presently being towed to [.....] The current estimate of the Vessel's ETA at [.....] is about [....].
- D. Slot Charterers and Cargo Interests have requested that each of their appointed fire experts (collectively or individually the "Fire Expert(s)") be granted access to the Vessel shortly after her arrival at [.....] for the purposes of carrying out an inspection and the possible collection of samples of fire debris or other relevant material to be identified. The Fire Experts are identified and listed in Schedule A to this Agreement.

IT IS NOW AGREED AS FOLLOWS:

1. In consideration of Slot Charterers and Cargo Interests refraining from taking any steps whatsoever (including but not limited to any application or petition to or the commencement of any process or proceedings before any court, tribunal or other authority) against the Owners and/or the Vessel in connection with the access of fire experts to the Vessel, the Fire Experts will be permitted reasonable access to the Vessel on the following terms:-
 - 1.1. They will only be permitted to board the Vessel if Salvors consider it safe to do so. Whilst on board the Vessel they must comply with all requests and/or instructions given by the Salvors as regards their access.
 - 1.2. They will board the Vessel entirely at their own risk.
 - 1.3. [**Name of expert.**] of [**name of Co.**] or another nominated representative of [that Company], the fire experts appointed on behalf of the Owners (the "Owners' Fire Expert") will visit the Vessel as soon as reasonably practicable upon her arrival in [.....] to verify with Salvors the condition of the Vessel for the purpose of facilitating the joint inspection referred to in paragraphs 1.4 to 1.7 below.
 - 1.4. As soon as reasonably practicable following completion of Owners' Fire Expert's inspection referred to in paragraph 1.3 above, they will be permitted to board the Vessel together with the Owners' Fire Expert and will liaise directly with the Owners' Fire Expert to determine when this will take place. It is understood and

agreed that it may not be practicable for all the Fire Experts to attend on board the Vessel at the same time with the Owners' Fire Expert and the joint inspections may be split into two or more groups of Fire Experts, each group attending with the Owners' Fire Expert. All Fire Experts will make themselves available at the agreed time(s) for a joint inspection or such further joint inspections as may be agreed necessary by the Fire Experts and the Owners' Fire Expert.

- 1.5. They will be accompanied on the Vessel by the Owners' Fire Expert at all times and will be given reasonable access to areas of the Vessel which they and the Owners' Fire Expert agree are relevant to the cause of the fire and/or explosion and/or the spread of the fire but always subject to paragraph 1.1 above. For the avoidance of doubt, no Fire Expert will seek to gain access to the Vessel or cargo on board without the express permission of the Owners' Fire Expert.
 - 1.6. They will be entitled to take photographs and video recordings during the joint inspection(s) including photographs of relevant log books and documents.
 - 1.7. They will be entitled to take samples of any material or debris which they and the Owners' Fire Expert agree may be relevant but on condition that:-
 - 1.7.1. Any samples are taken jointly with the Owners' Fire Expert who will have one set of samples of the same material or debris as that taken by the other Fire Experts; and
 - 1.7.2. The method of sampling is agreed before the samples are taken.
 - 1.8. With respect to paragraphs 1.4 – 1.7 inclusive above, the Owners' Fire Expert's agreement or permission (as applicable) is not to be unreasonably withheld.
 - 1.9. The rights of each individual party's Fire Expert shall not be prejudiced by any breach of this Agreement committed by any other Fire Expert.
2. This Agreement shall be governed by and construed in accordance with English law. Any dispute arising out of this Agreement will be subject to the exclusive jurisdiction of the English High Court.

Signed

On behalf of the Owners

Signed

On behalf of

Signed

On behalf of

FIRE EXPERT ACCESS AGREEMENT**“AAA”****APPENDIX A**

Party	Fire Expert
Owners	
Slot Charterers	
Cargo Interests 1,2 & 3	
Others	