

Salvage and Wreck Conference 2024

John Witte President
International Salvage Union



INTERNATIONAL CONFERENCE ON **SALVAGE (1989)**

**FINAL ACT OF THE CONFERENCE
AND CONVENTION ON SALVAGE**

Article 13 Criteria for fixing the reward

1 The reward shall be fixed with a view to encouraging salvage operations, taking into account the following criteria without regard to the order in which they are presented below:

- (a) the salvaged value of the vessel and other property
- (b) the skill and efforts of the salvors in preventing or minimizing damage to the environment;
- (c) the measure of success obtained by the salvor;
- (d) the nature and degree of the danger;
- (e) the skill and efforts of the salvors in salvaging the vessel, other property and life;
- (f) the time used and expenses and losses incurred by the salvors;
- (g) the risk of liability and other risks run by the salvors or their equipment;
- (h) the promptness of the services rendered;
- (i) the availability and use of vessels or other equipment intended for salvage operations;
- (j) the state of readiness and efficiency of the salvor's equipment and the value thereof.

2 Payment of a reward fixed according to paragraph 1 shall be made by



LLOYD'S STANDARD FORM OF SALVAGE AGREEMENT

(Approved and Published by the Council of Lloyd's)

NO CURE - NO PAY

1. Name of the salvage Contractors: (referred to in this agreement as "the Contractors")	2. Property to be salvaged: The vessel: her cargo freight bunkers stores and any other property thereon but excluding the personal effects or baggage of passengers master or crew (referred to in this agreement as "the property")
3. Agreed place of safety:	4. Agreed currency of any arbitral award and security (if other than United States dollars)
5. Date of this agreement	6. Place of agreement
7. Is the Scopic Clause incorporated into this agreement? State alternative: Yes/No	
8. Person signing for and on behalf of the Contractors Signature:	9. Captain or other person signing for and on behalf of the property Signature:

vessel's machinery gear and equipment free of expense
fully damage abandon or sacrifice any property on

tion as they may reasonably require relating to the
ch information is relevant to the performance of the
ndue difficulty or delay;

n the Contractors in obtaining entry to the place of
accordance with Clause A.

reasonable prospect of a useful result leading to a
2 and/or 13 either the owners of the vessel or the
reunder by giving reasonable prior written notice to

deemed to have been performed when the property
or agreed or determined in accordance with clause
e regarded as being in safe condition even though
aintenance provided that (i) the Contractors are not
nts of any port or harbour authority, governmental
lled salvage services from the Contractors or other
coming lost or significantly further damaged or

muneration and/or special compensation shall be
cribed by Lloyd's Salvage Arbitration Clauses ("the
provisions of the said LSAC are deemed to be
art hereof. Any other difference arising out of this
to arbitration in the same way.

under shall be governed by English law.

this agreement on behalf of the property identified
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at any time or in any manner whatsoever offer provide make give or promise to provide or demand or take
any form of inducement for entering into this agreement.

IMPORTANT NOTICES

1 Salvage security. As soon as possible the owners of the vessel should notify the owners of other property on board that this agreement has been made. If the Contractors are successful the owners of such property should note that it will become necessary to provide the Contractors with salvage security promptly in accordance with Clause 4 of the LSAC referred to in Clause I. The provision of General Average security does not relieve the salvaged interests of their separate obligation to provide salvage security to the Contractors.

Contracts

The ISU core purpose

“To be the credible, trusted and unified global voice of its members who facilitate world trade by providing marine services which save life, protect the environment, mitigate risk and reduce loss.”

Salvage industry priorities

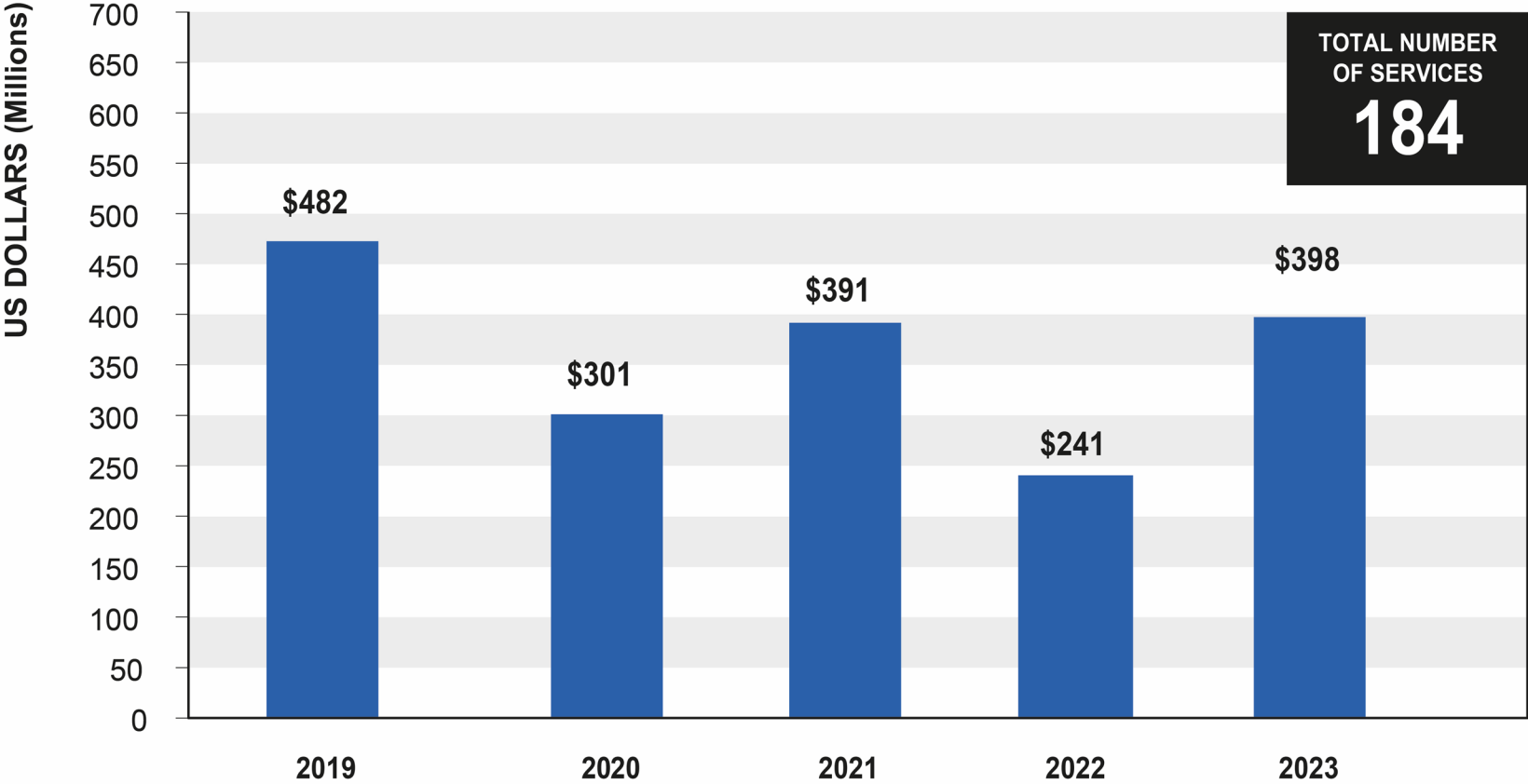
Saving lives

Protecting the environment

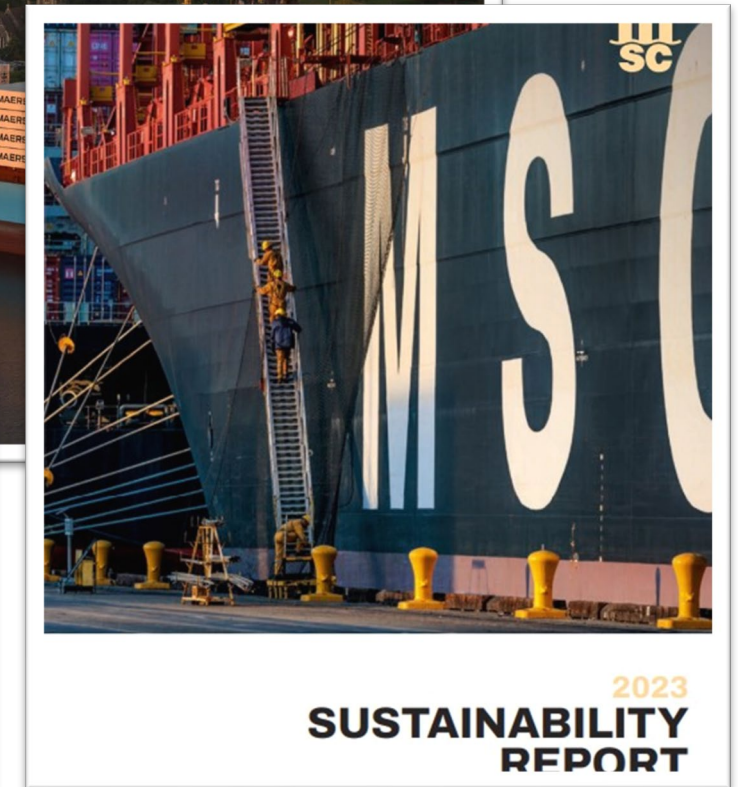
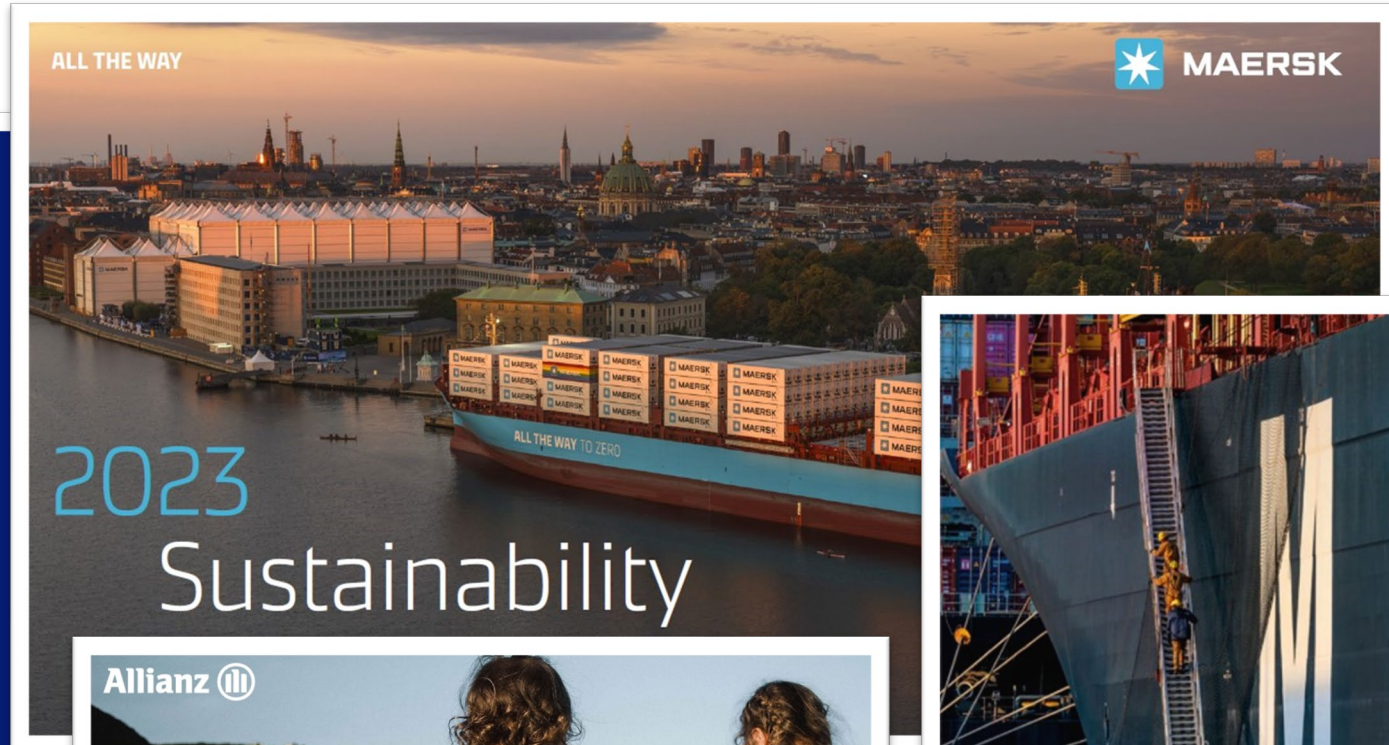
Preventing loss and mitigating risk

Keeping trade flowing and ports
open

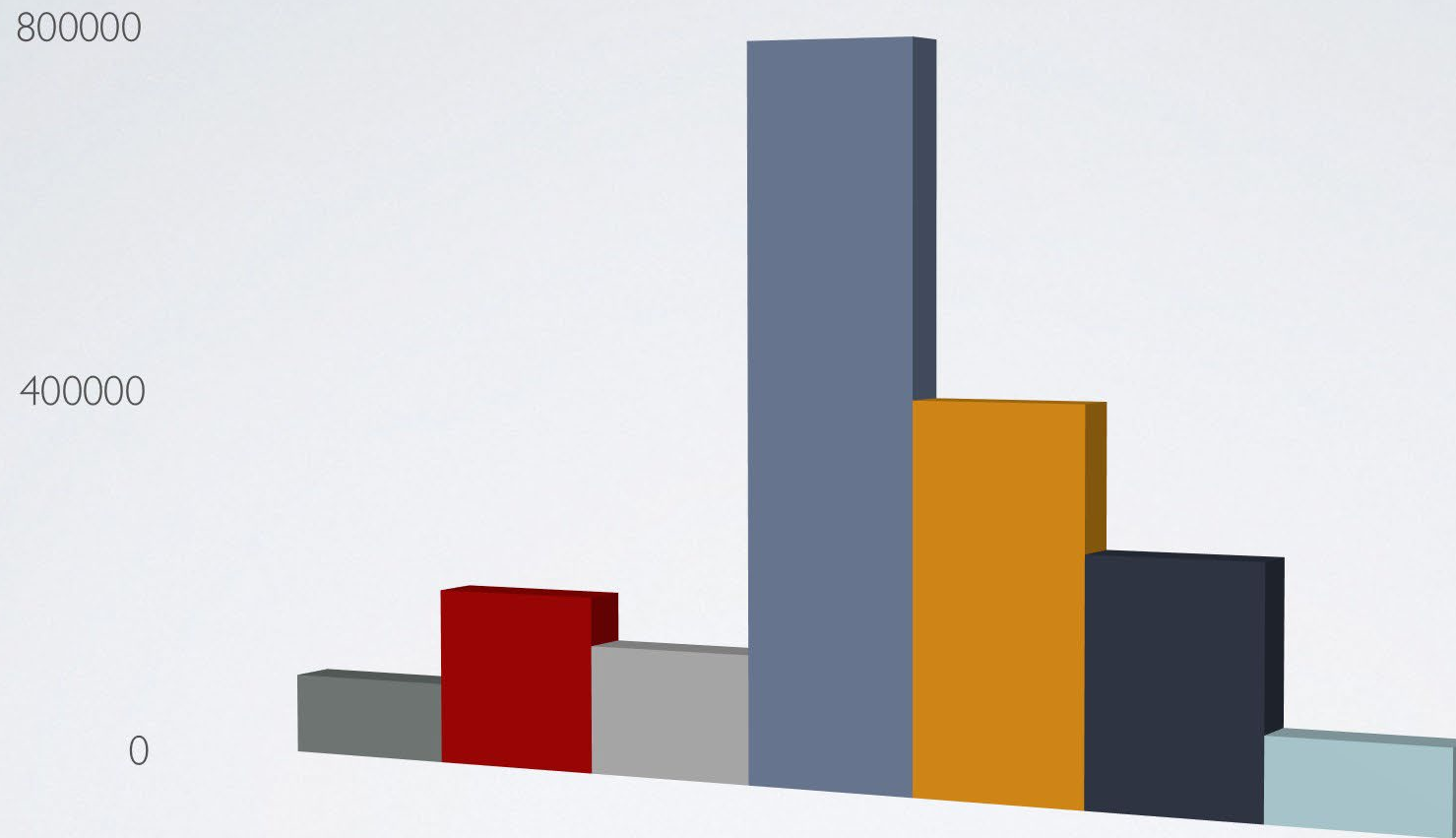
ISU Statistics – 2023 Gross Revenue, all sources



Environmental Protection



2023 total: 1,918,995 tonnes
173 services



■ Bunkers ■ Oil - crude ■ Chemicals ■ Bulk ■ Containers ■ Oil products ■ Other



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Lloyd's Open Form

BIMCO Wreckstage



WRECKSTAGE 2024

BIMCO's three wreck removal agreements, WRECKSTAGE, WRECKHIRE and WRECKFIXED, were first introduced to the industry in 1999. In 2010, the agreements were revised to take into account of developments in commercial practice and ensure a more equal balance between the parties.

Significant casualties and wreck removals have occurred since the 2010 forms were released, with developments in technology and sophistication in the wreck removal contracting between the parties, as well as the widespread adoption of the Nairobi Convention.

The introduction of Quantitative Risk Assessment (QRA) into the contracting process for maritime wreck removal operations and discussions between the ISU (International Salvage Union) and the IG (International Group of P&I Clubs) on revising the code of practice for wreck removal tendering, prompted a revision of WRECKSTAGE. This led to a decision to revise all three wreck removal agreements. QRA is used to assess risk in the negotiation, planning and execution of an engineering project to inform and guide decisions on the allocation of risk between the contracting parties and the consequent pricing ramifications if such risks materialise.

WRECKSTAGE is the result of a collaborative and consensual process between representatives of the International Salvage Union (ISU), salvors, the International Group of P&I Clubs and individual P&I Clubs, and legal experts. BIMCO is grateful to the drafting team for their considerable time, effort and commitment in producing the revised agreement:

Current operational issues



The professional salvor

