









GENERAL AGENCY
AGREEMENT

PURPOSES OF AAA

Regulate appointment of an agent for a single / occasional port call;

Mainly dedicated to Tramp trade agencies;

To be used mainly with Charterers nominated agents.

BIMCO	AGENCY APPOINTMENT AGREEMENT
FONASBA	1. Date of Agreement
2. Agent (full style and address)	3. Principal (full style and address)
FONASBA Quality Standard Certification Yes No	
4. Vessel	5. Port(s) of call
Name: IMO number:	4
6. Estimated time of arrival	7. Purpose of call
8. Services (tick the boxes to apply) (Clause 3)	9. Agent's bank details
☐ Inward Clearance of Vessel	Currency:
Outward Clearance of Vessel	Bank:
☐ Cargo Operations	Address: Account Number:
☐ Husbandry ☐ Other (specify)	Account Name:
— center (specify)	BAN: BIC/SWIFT code:
10. Remuneration (See Annex A)	11. Funding (See Annex B)

PURPOSES OF GAA

Regulate appointment of a General agent, following a recurring trade in a certain geographical area;

Offering a negotation basis;

To be used mainly with Owners nominated agents.



I'M GONNA MAKE HIM AN OFFER HE CAN'T REFUSE

The feeling often is that the principal when looking for a general agent for a certain territory (being of course free to appoint whomever he wants) is in the position of dealing with the agent 'Padrino style' ...



COOPERATION BETWEEN FONASBA AND BIMCO...

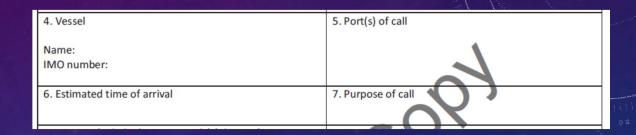
... offering to both the agent and the principal a certain degree of fairness to start the discussions on details of the agreement and of the contract details with an adequate and balanced point of view.



As you can easily see the format is the same as the first document drafted (AAA) and brings to our minds the good old GenCon format and most of other Bimco documents.

BIMCO		AGENCY	APPOINTMENT AGREEMENT PART I	the Ask to this are truck abundant continue. parties digital, charify and borings 1.90, then and 1944 to be stated for making within an expectably approved formion in family protections of the parties of the pa
ONASBA	1. Dat	e of Agreement		Constitution of the Constitution of the
Agent (full style and address)	3. Prin	(full style an	d address)	
ONASBA Quality Standard Certification				
Yes No		-		
Vessel	5. Por	c		a a constant of the constant o
ame:				GENERAL AGENCY
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Estimated time of arrival	7. Pur	of		AGREEMEN
Services (tick the boxes to apply) (Clause 3)	9. Age	5	FONASBA	PART
	~ ~		LONASBA	1. Date of Agreement
Inward Clearance of Vessel	Curre			
Outward Clearance of Vessel Cargo Operations	Bank:		2. Agent (full style and address)	3. Principal (full style and address)
Husbandry	A 46	m	FONASBA Quality Standard Certificati	inn
Other (specify)	Aren	m	☐ Yes ☐ No	
4	BIC/S		4. Commencement date/Period	5. Notice of termination
D. Remuneration (See Annex A)	11. Fu			
1			6. Territory	7. Trade
2. Agent contact details	13 Pr	-	,	THE CONTRACT OF THE CONTRACT O
2. Agent contact details	15.11		Committee of the Commit	a discourse a supplication of the supplication
			Activities (tick the boxes to apply) Annex Cl	Clause 7 and 9. Agent's bank details
4. Dispute Resolution (Clause 18 BIMCO Dispute Res- ingapore or English law; if (d) agreed, governing law			Anex c)	Currency:
nga pore or English law; if (d) agreed, governing law	and place of	at	Marketing and sales	Bank:
			Port agency Husbandry agency	Address: Account Number:
5. Additional Clauses, if any			General agency	Account Name:
			☐ Documentation	IBAN:
is mutually agreed that this Agreement shall be performe	d subject to th	51	Other (specify)	BIC/SWIFT code:
and Annexes A and B. In the event of a conflict of cond on exes A and B to the extent of such conflict but no further	itions, the pro	o l	10. Remuneration (See Annex A)	11. Liability cap (Clause 19(i)(b))
IN dees A and 8 to the extent or such connect but no turthe	er.			1-1-1-1-1-1-1
gnature and Company Stamp (Agent)	Signal	1d	12. Funding (See Annex B)	Applies only if an amount is stated; if left blank,
				Clause 19(i)(a) applies.
			13. Agent contact details	14. Principal contact details
			23. Aguit contact octains	24. Principal contact details
pyright © 2017 FONASBA. Published joint rights reserved. Any unauthorised copying	dy by BIMO	d		VICO Dispute Resolution Clause state (a), (b), (c) or (d); if (c) agreed agreed, governing law and place of arbitration must be stated)
cument will constitute an infringement of	FONASBA	P1	sace supoper or organism, in (a)	Prese Parent and have a manage under an anatom
			16. Additional Clauses, if any	
0.80			It is mutually acreed that this Acreement	shall be performed subject to the conditions contained herein consisting of Pa
			I, Part II and Annexes A, B and C. In the ex	vent of a conflict of conditions, the provisions of Part I shall prevail over those
	Figure 1		Part II and Annexes A, B and C to the exte	nt of such conflict but no further.
The second second second	-0.00		Signature and Company Stamp (Agen	st) Signature and Company Stamp (Principal)
	(SUPERIOR			7
			1	

- Commencement and duration
- Notice of termination
- Territory / Trade



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ı	4. Commencement date/Period	5. Notice of termination
ı	6. Territory	7. Trade
I		
L	Activities (tick the boyes to apply) (Clause 7 and	9 Agent's bank details

- New activities, typical
 of a General Agent
 doing 'commercial'
 work for the principal
- Port agency may <u>or</u>

 may not be part of the agreement

8. Services (tick the boxes to linward Clearance of Verice) Outward Clearance of Verice Cargo Operations Husbandry Other (specific)	ssel
	Activities (tick the boxes to apply) (Clause 7 and nnex C) Marketing and sales Port agency Husbandry agency General agency Documentation Other (specify)

Limitation of liability:

- Same can be clearly stated as a fixed amount
- Or can be (if the box will be left blank) 10 times the remuneration agreed and stated

11.Liability cap (Clause 19(i)(b))

Applies only if an amount is stated; if left blank,
Clause 19(i)(a) applies.

Mutual exclusivity:

- The agent shall not represent competitors
- The principal shall not appoint other agents

- **3.** The Agent will not accept representation of other shipping companies or engage in NVOCC or freight forwarding activities in the Territory, which are in direct competition with the trade specified in Box 7, without prior written consent which shall not be unreasonably withheld.
- 4. The Principal undertakes not to appoint any other party in the Territory for the Activities set out in Box 8, unless and solely to the extent required to do so by the terms of a charter party or other contract of carriage. In such event, all other Activities under this agreement shall be performed by the Agent.

Sub-agents responsibilities: it is to be stated if the agent will be responsible for their acts or not

- 6. The Agent may appoint sub-agents subject to prior written approval by the Principal.
- (a)* The Agent shall be responsible for any loss or damage to the Principal arising from subagents' negligent, reckless or wilful acts or omissions in the discharge of their obligations under this Agreement.
- (b)* The Agent shall not be responsible for the negligent acts or defaults of any sub-agents unless the Agent fails to exercise due care in the appointment and supervision of such sub-agent. Notwithstanding the foregoing the Agent shall be responsible for the acts of its subsidiary companies appointed within the context of this Clause.

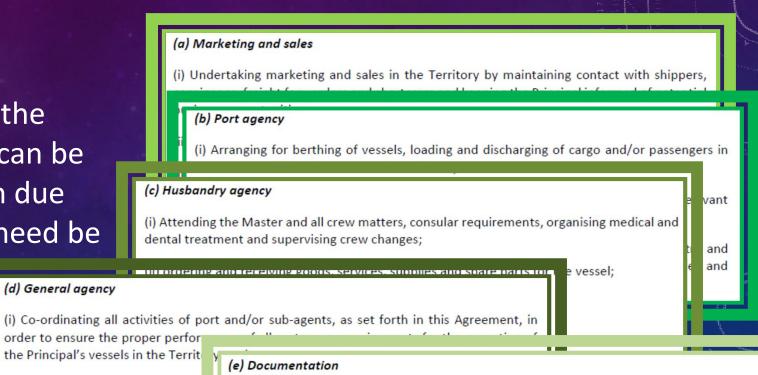
The Agent shall not be responsible for failure to exercise due care in the appointment of any sub-agent nominated by the Principal.

* Subclauses (a) and (b) are alternatives. Strike out the one not to apply. If no choice has been made, Subclause (a) shall apply.

(ii) attending to the Principal's

involved with claims handling are

Definition and description of the activities that can be expanded with due appendixes if need be



and such other documents as may be required.

On behalf of the Principal, issuing bills of lading and manifests, delivery orders, certificates

Funding:

- Methods and times
 of funding are to be
 agreed if necessary;
- Agent should not be required to anticipate expenses

- 10. For the avoidance of doubt, the Agent shall not be required or expected to use or commit its own funds to finance the Principal's interests or obligations.
- 11. The Principal shall advance Funding at such times and in such sums as agreed and set out at Annex B (Funding), required for the fulfilment of the Agent's obligations and to meet Disbursements and Remuneration payable under this Agreement. Funding shall be paid into the Agent's bank account stated at Box 9. The account details and number will not be changed during the existence of this Agreement.

Requirements of adequate insurance for both parties

18. Insurance

- (a) The Agent shall, throughout the duration of this Agreement, maintain adequate and appropriate insurance cover for:
- (i) negligent acts or defaults in the performance of its obligations under this Agreement; and
- (ii) public liability insurance.
- (b) The Principal shall, throughout the duration of this Agreement, maintain shipowners' protection and indemnity insurance or charterers' cover, as appropriate. If the Principal does not have such cover, the Agent shall be entitled to terminate this Agreement with immediate effect by giving written notice to the Principal.
- (c) The Principal and the Agent shall, on the request of the other, provide evidence of such insurance cover.

A closer look into liability issues

(i) Liability to Principal

The Agent shall not be liable to the Principal for any loss, damage, delay or expense of whatsoever nature, whether direct or indirect, (including but not limited to loss of profit arising out of or in connection with detention of or delay to the vessel) and howsoever arising in the course of performance of this Agreement, unless same is proved to have resulted solely from the negligence or wilful default of the Agent or sub-agents if Clause 6(a) applies.

Save where loss, damage, delay or expense has resulted from the Agent's personal act or omission committed with the intent to cause same or recklessly and with knowledge that such loss, damage, delay or expense would probably result, the Agent's liability for each incident or series of incidents giving rise to a claim or claims shall never exceed:

- (a)* a total of ten (10) times the Remuneration specified in Box 10 which shall be deemed earned in any event; or
- (b)* the amount agreed and stated in Box 11.
- *Subparagraphs (a) and (b) are alternatives. If Box 11 is not completed, subparagraph (a) shall apply.

FONASBA PROMISE TO THE MEMBERS

In order to assist users, FONASBA will be developing a series of trade specific clauses. The intention is to address the requirements of different sectors through rider provisions that can be agreed or refined according to individual trade and party needs. Recommended provisions will be made available in due course.

Let's work together to define at best the specific rider clauses for every specific trade: the path is clear and the right steps have been taken to continue mutual understanding and cooperation between principals and agents.