

Date:

In consideration of your permitting [name of visitor] (“the Visitor”) to come on board and be on board the MV [vessel’s name] we hereby agree:

1. To indemnify you, your servants, agents and sub contractors and hold you and them harmless without limitation in respect of any and all claims, demands, actions, suits, losses, costs, charges, expenses, damages and liabilities of whatsoever nature and howsoever arising by reason of or in connection with the Visitor coming on board and being on board the above-mentioned vessel, including, but not limited to all costs and expenses (including legal expenses) which you or they may incur in connection with any such claims, demands, actions, suits, losses, costs, charges, expenses, damages and liabilities.
2. In the event of any proceedings being commenced against you or any of your servants or agents in connection with the Visitor coming on board and being on board the above mentioned vessel, to provide you or them on demand with sufficient funds to defend the same.
3. If, in connection with the Visitor coming on board and being on board the above mentioned vessel, the vessel, or any other vessel or property in the same or associated ownership, management or control, should be arrested or detained or should the arrest or detention thereof be threatened, or should there be any interference in the use or trading of the vessel (whether by virtue of a caveat being entered on the ship’s registry or otherwise howsoever), to provide on demand such bail or other security as may be required to prevent such arrest or detention or to secure the release of such vessel or property or to remove such interference and to indemnify you in respect of any liability, loss, damage or expense caused by such arrest or detention or threatened arrest or detention or such interference, whether or not such arrest or detention or threatened arrest or detention or such interference may be justified.
4. **We will ensure that the Visitor is informed in writing prior to embarking the Vessel that the Visitor must follow the Vessels rules and safety procedures regarding Coronavirus applicable at the time that the Visitor is on board and we will get written confirmation from the Visitor one day before the Visitor boards the Vessel that** the Visitor does not have;
* a high temperature of over 37.8 degrees
* a continuous cough for more than an hour, or 3 or more coughing episodes in 24 hours
* any loss or change of sense of smell or taste
* has not been in contact with anyone who has been diagnosed with Coronavirus
* has not been in contact with anyone who has been self-isolating
* has not had a positive Coronavirus test
* has not returned from an area from where self-isolation is obligatory after returning
1. In the event that it transpires that the Visitor boarded the Vessel in breach of any of the above Coronavirus stipulations we shall indemnify you, your servants, agents and sub-contractors and hold you and them harmless without limitation in respect of any and all claims, demands, actions, suits, losses, costs, charges, expenses, damages and liabilities of whatsoever nature and howsoever arising by reason of or in connection with the Visitor coming on board and being on board the Vessel in breach of the above specific Coronavirus stipulations, including, but not limited to all costs and expenses (including legal expenses) which you or they may incur in connection with any such claims, demands, actions, suits, losses, costs, charges, expenses, damages and liabilities.
2. We will further inform the Visitor prior to the Visitor embarking the Vessel that the Visitor must comply with all health and safety instructions given on board the Vessel in relation to Coronavirus and that the Visitor will ensure that the Visitor shall at all times whilst on board the Vessel:
* Wash their hands with soap and water, or using hand sanitiser, regularly throughout the day in order to reduce the risk of catching or passing the virus on
* Wear a face covering over nose and mouth in order to reduce the spread of droplets carrying the virus
* When not with people from the same household, will keep at least 2m apart from another person, where this is not possible will wear face covering at all times

if the Visitor has any coronavirus symptoms; high temperature, a new continuous cough, or a loss or change in sense of taste or smell, will seek immediate advice from the Vessel’s medical personnel or appropriate crewmember

1. In the event that it transpires that the Visitor whilst on board the Vessel has failed to comply with all the Health and Safety instructions given on board the Vessel in relation to Coronavirus, we will indemnify you, your servants, agents and sub-contractors and hold you and them harmless without limitation in respect of any and all claims, demands, actions, suits, losses, costs, charges, expenses, damages and liabilities of whatsoever nature and howsoever arising by reason of or in connection with the Visitor coming on board the Vessel and not following the clear safety guidelines given in relation to Coronavirus, including, but not limited to all costs and expenses (including legal expenses) which you or they may incur in connection with any such claims, demands, actions, suits, losses, costs, charges, expenses, damages and liabilities.

8. The liability of each and every person under this indemnity shall be joint and several and shall not be conditional upon your proceeding first against any person, whether or not such person is party to or liable under this indemnity.

9. This indemnity shall be governed by and construed in accordance with English law and each and every person liable under this indemnity shall at your request submit to the jurisdiction of the High Court of Justice of England.

Yours faithfully,

Signed:

*State name and capacity of signatory.*

*NOTE: This indemnity should be printed on company headed paper and signed by an authorised signatory.*