

**SALVAGE GUARANTEE FORM ISU 5
(SCOPIC REMUNERATION)**

To:

Dear Sirs,

**“.....” Salvage
Lloyd’s Form of Salvage Agreement incorporating the
SCOPIC Clause dated..... (the “LOF”)**

1. In consideration of, and upon condition that, you refrain from arresting or otherwise detaining the “.....” or any other ship or property in the same beneficial or associated ownership or management in connection with your claim for SCOPIC remuneration for services rendered to the “.....” under the terms of the LOF, we hereby undertake to pay to you on demand any liability on the part of the owners for SCOPIC remuneration, to the extent that it exceeds any actual or potential Article 13 award, together with interest and costs in relation thereto, which may be due to you whether by final unappealable award or judgement or by written agreement between you, the undersigned and the owners of the m.v. ".....".
2. Any monies paid by the undersigned hereunder shall be deemed to have been paid by the undersigned as surety for the party or parties hereby guaranteed, provided that, notwithstanding anything hereinbefore contained, the liability of the undersigned as between the undersigned on the one hand and you on the other hand shall be that of principal debtor, and the undersigned shall not be released by time being given or other indulgence shown to the party or parties hereby guaranteed or by any other act, matter or thing whereby the undersigned, if liable as a surety only, would or might have been released.
3. This undertaking shall be governed by and construed in accordance with English law and we undertake, when called upon to do so, to give irrevocable instructions to English solicitors to accept service of proceedings issued by you against us in relation to this undertaking.
4. Provided always that our liability hereunder shall not in any circumstances exceed (including interest and costs) the sum of US\$.....

Signed this.....day of20

By.....

Authorised signatory of.....

SEE OVER FOR NOTES ON COMPLETION OF THIS GUARANTEE FORM

**GUIDANCE NOTES ON THIS
COMPLETION OF SALVAGE GUARANTEE ISU 5**

N.B. The wording of this Undertaking has been agreed with the International group of P&I Clubs in accordance with clause 6 of the Code of Practice between the International Salvage Union and the International Group of P&I Clubs dated 1.8.99

1. The guarantee should be addressed to the contractors named in the Lloyds Form.

2. **Paragraph 1**

Insert the identity of the ship or property which is/has been arrested or is threatened with arrest and thereafter the name of the ship to whom the services were rendered.

3. **Paragraph 4**

Insert amount to which the undertaking is limited.