



**BIMCO**  
**STANDARD MINOR REPAIR WORK CONTRACT**  
**CODE NAME: MINREPCON**

1. Place and date		3. Contractors (Full style and address)(Cl. 1.2)	
2. Owners (Full style and address)(Cl. 1.1)		3. Contractors (Full style and address)(Cl. 1.2)	
Owners warrant that they are*/are not* bareboat charterers (* delete as applicable)			
4. Vessel's details (Cl. 1.3 and 1.6)			
Name/IMO number:		Flag/Port of registry:	
Vessel type:		Year built:	
GT/NT:		Class:	
5. Description of contracted work (Cl. 1.4)			
6. Time/Date of commencement of Work	7. Time/Date of completion of Works in running hours/days (Cl. 2.6 and 2.7)	8. Guarantee period in months (Cl. 2.6)	
9. Labour (working hours/rates) (Cl. 1.7)		10. Contract Price (State price and whether "Lump Sum" or "Work Costs" or "Combined") (Cl. 1.6, 1.7 and 2.1)	
Normal hours _____ Normal man/hours rate _____			
Overtime hours _____ Overtime man/hour rate _____			
11. Payment date and method (Cl. 2.9)			

It is mutually agreed between the party stated in Box 2 and the party stated in Box 3 that this Contract consisting of PART I and PART II as well as Annex "A", if applicable, shall be performed subject to the conditions contained herein. In the event of a conflict of conditions, the provisions of PART I and Annex "A", if applicable, shall prevail over those of PART II to the extent of such conflict, but no further.

Signature (Owners)	Signature (Contractors)
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**1. DEFINITIONS**

- 1.1 "Owners" means the Owner stated in Box 2, represented by the Master.
- 1.2 "Contractors" means the individual or company stated in Box 3.
- 1.3 "Vessel" means the vessel described in Box 4.
- 1.4 "Contracted Works" means the contracted work as described in Box 5 and/or in "Annex A" as attached to this Contract.
- 1.5 "Additional Works" means any agreed extra work in addition to the Contracted Works.
- 1.6 "Works" means the Contracted Works and Additional Work as performed by the Contractors or their sub-contractors.
- 1.7 "Contract Price" means the agreed price for the Contracted Works as may be adjusted for any Additional Works.
- 1.8 "Works Costs" means the cost of labour as per Box 9, materials and services ruling on the date of this Contract.
- 1.9 "Completion" means the completion time/date stated in Box 7 or any later time/date agreed as a consequence of Additional Works.

**2. GENERAL TERMS**

- 2.1 The Contract Price, if not stated as a lump sum in Box 10, shall be based on the Works Costs or, if Box 10 states "Combined", as the stated lump sum plus the Works Costs.
- 2.2 These conditions shall apply to all Works performed by the Contractors and no alternative conditions whatsoever can be introduced except by mutual agreement in writing.
- 2.3 The Works shall be performed in accordance with best local practice and to the reasonable satisfaction of the Master.
- 2.4 The Contractors shall have the right to sub-contract some or all of the Works subject to the Owners' agreement, which shall not be unreasonably withheld. In such event the Contractors shall remain fully liable for the due performance of this Contract.
- 2.5 Responsibility for the Vessel's safety during the Works rests with the Master, unless the Vessel is at the Contractors' premises. Safety responsibility covering the Works rests always with the Contractors.
- 2.6 Save as provided in Clause 2.12, the Contractors' liability arising out of or in connection with this Contract of whatsoever nature and howsoever arising shall cease at Completion.
- 2.7 Any time lost due to acts of God; any Government requisition, control, intervention, requirement or interference; any circumstances arising out of war, threatened act of war or warlike operations, acts of terrorists or the consequences thereof; riots, civil commotions, blockades or embargoes; epidemics; earthquakes, landslides, floods or other extraordinary weather conditions; strikes, lockouts or other industrial action, but only if of a general nature and not limited to the Contractors or their sub-contractors; or fire, accident, explosion except where caused by the proven negligence of the Contractors or their sub-contractors, shall be added to the completion date stated in Box 7.
- 2.8 Satisfactory completion of the Works will be confirmed by the agreed final work list signed by both parties.
- 2.9 Payment of the agreed amount of final invoice is due as per the terms stated in Box 11. Where payment is due in accordance with the terms stated in Box 11 prior to sailing, failure of the Owners to effect payment shall give the Contractors the right to exercise a lien over the Vessel.
- 2.10 The Owners shall have the right to use the crew or their own sub-contractors during the Works, provided that their work does not interfere with the Works.
- 2.11 The Contractors shall rectify defective Works identified before the completion time/date stated in Box 7, without any extra cost to the Owners. Prior to Completion either party shall have the right to refer any dispute regarding the nature, extent and method of such rectification to the Classification Society surveyor of the vessel, whose advice/opinion on the matter will be final and binding on both parties.
- 2.12 If a guarantee period is agreed and stated in Box 8, the Contractors shall be responsible for rectifying defective Works identified during the guarantee period. If convenient to the Owners, the Contractors shall perform the remedial work; otherwise the work shall be performed elsewhere at a reasonable cost to be reimbursed by the Contractors to the Owners. Where reasonably practicable, the Owners shall provide notice to allow the Contractors an opportunity to inspect defective Works before repair elsewhere.
- 2.13 This Contract shall be governed by the law and subject to the jurisdiction of the courts of the place stated in Box 1.