

PART 6 – CONDITIONS OF REGISTRATION

“The Client” means the owner or charterer, of the vessel in relation to which services are provided by MCI / the Registrar.

“Services” means registration, survey, certification of a vessel, and any other service that may be required or requested and any document issued in relation thereto.

“Fees” means the total sum of the MCI invoice for services and does not include bank fees

“Due date” means the date of the invoice, unless otherwise indicated.

“Interest” means interest applied to fees outstanding for more than 30 days from the due date and calculated on the daily balance at 12% per annum.

“MCI” means Maritime Cook Islands the Corporate Administrators of the Cook Islands Ships Register.

“Registrar” means Registrar of Ships as appointed under the Cook Islands Ship Registration Act 2007 and includes any Deputy Registrar (DR) authorised by the Registrar under the same Act.

“Surveyor Fee” means the daily fee charged by the attending surveyor, inspector or auditor and any related travel costs etc.

The Client agrees to -

1. provide proof, by way of deletion certificate, that the vessel ceases to be registered in any other State on any other Register;
2. if a charter registration, provide proof of suspension of registration from the underlying flag; consent of the owner and a copy of the charter agreement, where the vessel is to be registered as a demise charter registration;
3. establish and maintain themselves as a “Qualified Person” under s 2 of the Cook Islands Ship Registration Act 2007;
4. submit to the Registrar all information related to, but not limited to survey, certification, crew, management, operations and any additional information that may be deemed to be relevant or requested from time to time;
5. notify the Registrar immediately of any changes relating to ownership, management, ISM management of any of their vessels or any other changes that may be deemed to be relevant;
6. notify MCI immediately of any accidents, incidents or mishaps to vessel, crew or passenger; by completing relevant incident reports, notifying a Deputy Registrar, Maritime Cook Islands approved surveyor
7. ensure the vessel is operated and maintained in compliance with the relevant IMO and / or Cook Islands national standards that apply to the vessel;
8. ensure that the vessel will not be used in contravention of International law, the law of the Cook Islands or law of another State through which the vessel transits or in which it operates;
9. ensure vessel will not be used in a manner that will be detrimental to the Cook Islands;
10. notify the Registrar immediately of any Port State Control inspection of the vessel;

11. pay all costs associated with a post detention inspection that may be carried out on the vessel by MCI following a Port State Control detention, confirm that all deficiencies have been rectified by submitting the related ISM NCRs and CARs, and that the vessel is being operated and maintained in compliance with International and Cook Islands standards.
12. make the vessel available at a time agreed to with Maritime Cook Islands, for a Flag State Inspection, or any other inspection, as maybe required by the Registrar from time to time;
13. ensure that the vessel is surveyed within the set windows,
14. ensure that NCRs and CARs are submitted to MCI for any deficiencies found during Cook Islands surveys or PSC inspection while flagged with Cook Islands
15. pay all fees due to MCI (including bank fees for international transfers) before the due date;
16. pay any interest due;
17. pay reasonable legal costs (on a solicitor client basis) for MCI to recover any overdue fees, and or bank charges and or interest;
18. pay surveyor fees;
19. maintain P&I cover where applicable (i.e. Bunker; CLC; Wreck removal; MLC etc.)
20. agree to comply with all Maritime Cook Islands procedures as published or otherwise instructed by Maritime Cook Islands

All fees charged by MCI shall, from the date rendered until paid, be a first charge against the vessel in the name of MCI.

The client agrees to the above terms and acknowledges that failure to do so may result *inter alia* in the cancellation of the vessels registration.