

Commodities Bulletin

Indemnities and Waivers

**Bulletin 22-01
Rev. 0 - 0**

In order to carry out their work in the inspection of bulk commodities, TIC-Council member company personnel are required to enter premises or board vessels which may be owned or operated by parties other than the inspection company's client. Sometimes they are asked, as a condition of entry (or boarding), to sign a document which may be described as a Waiver, Indemnity, Release or similar, intended to have the effect of waiving legal rights against the terminal operator or ship/barge owner in case of accident or injury, and/or imposing legal responsibilities on the inspector or inspection company.

It is the view of the TIC-Council member companies that their inspectors should not be required to sign any document of this kind. Their position in this respect is no different from that of any other responsible employer: that is, they will not ask any of their employees to waive their rights as individuals or as employees under the law. It should also be noted that an inspector does not have authority to make any agreement on his employer's behalf and, TIC-Council members, as individual inspection companies, will not offer an indemnity to a third party for access to their mutual client's product.

TIC-Council member companies provide health and safety training, personal protection equipment and statutory insurance coverage for their employees, and they are committed to meeting in full their obligation to provide a safe workplace when it is within their control. Terminals and ship/barge owners also have obligations to provide safe working conditions for their own employees and others working within their premises or on board their vessels. Any variation of such legal rights and obligations or allocation of risks between the companies concerned should be dealt with under the terms of the contracts between the various parties involved and cannot be addressed through any document presented to an individual inspector on entry/boarding. TIC-Council member companies rely on their principals to ensure that inspectors are given access to relevant facilities in order to do their job without the imposition of unreasonable or extra-contractual conditions.

Inspectors employed by TIC-Council member companies may be provided with documentation reflecting the terms of this Bulletin (see suggested wording in the attached Annex A), which they may hand to any terminal or vessel representative who requires a waiver or similar document to be signed.

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Revisions/Reaffirmations

Rev. 0 July 2021

Annex A

[COMPANY LOGO]

To whom it may concern

The undersigned inspector is authorised to conduct inspections on behalf of [COMPANY]. All such inspections are conducted under the contractual terms applicable between [COMPANY] and its principal. These may include provisions relating to the terms on which the inspector is to enter on premises or board vessels owned or operated by other parties, and/or the allocation of risks and liabilities between the parties in case of accident, injury or other specified events. The inspector is not authorised by [COMPANY] to agree any variation of such terms, to enter into any contract on the company's behalf, or to waive or vary any legal rights.

Place and date:

Inspector's name:

Inspector's Signature:

Acknowledged: