**LOI Format for SOC Shipments**

**USE LETTERHEAD OF THE ISSUING SHIPPER**

**LETTER OF INDEMNITY TO BE GIVEN IN RETURN FOR**

**SHIPPING SHIPPER’S OWN CONTAINERS**

To: [**Insert name of Carrier**]

Date: [**Insert date**]

Dear Sirs,

|  |  |
| --- | --- |
| Vessel: | **Insert name of vessel** |
| Voyage: | **Insert voyage number and leg** |
| Port of Loading: | **Insert load port as stated in the bill of lading** |
| Port of Discharge | **Insert discharge port as stated in the bill of lading** |
| Container code N°: | **Insert container(s) code number(s) as stated in the bill of lading** |
| Cargo: | **Insert description of cargo as stated in the bill of lading** |
| Bill of lading N°: | **Insert identification numbers, date and place of issue** |

The above Shipper’s Own Container(s) (hereinafter the “Container(s)”)was (were) booked on the above vessel by (**Insert Shipper’s name Companies**) and consigned to (**Insert Consignee Name**) for delivery at the port of (**Insert Port of Discharge Name**), (**Insert Country Name**).

We hereby confirm that our Container is (are) in service, safe and in sound condition, as well as free from defects of any nature whatsoever that could affect the container’s safety or its ability to carry cargoes.

We hereby also declare that:

1. the safety and regulatory standards incorporated in the International Containers Convention for Safe Containers (CSC) have been observed,
2. all examinations performed to date have determined the lack of defects that could place any person, equipment or port facilities in danger,
3. inspection and repairs have been performed in compliance with all national and international laws, including those regulating safety, the workplace, the environment, inspection and working conditions,
4. the Container(s) is (are) water-tight and thermal tight,
5. the Container(s) comply (complies) with the Customs Convention on the International Transport of Goods under Customs Seal (TIR), Australian Plant Quarantine (TCT) requirements, and that the International Organization for Standardization (ISO) container standards are fully observed where applicable to the particular Container(s).

We further agree that the Container(s) is (are) to be shipped and carried at our request, risk, cost, responsibility and without any liability to the Carrier in case of loss or damage caused by hidden damage, old damage related or attributable to fatigue or inherent vice. Carrier's liability shall be limited to the carriage of the Container(s) as originally instructed by us. Carrier shall not be responsible for Container(s)’ damages and/or cargo loss or damaged arising from or related to the Container(s) or its (their) devices’ structural condition and we shall be solely responsible for any loss or damage to the cargo and/or third party property and/or personal injuries arising therefrom.

Carrier shall not be responsible for Container(s)’ damages and/or cargo loss or damage arising from or related to any third party damage during handling and transit of the containers including damage caused by terminal operators / stevedores, transporters, feeder vessels, partner vessels, etc.

In consideration of your complying with our above request, we hereby agree as follows:

1. We, do hereby irrevocably covenant, promise and agree to indemnify [**insert name of Carrier**], and to hold [**insert name of Carrier**] harmless from and against any and all losses, claim, expenses, costs, damages and liabilities arising directly or indirectly as a result of the Container(s)’ structural condition.
2. In the event of any proceedings being commenced against you or any of your servants or agents in connection with the carriage of the Container(s) as aforesaid, to provide you or them on demand with sufficient funds to defend the same.
3. If, in connection with the carrying of the cargo within the Container(s) as aforesaid, 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 vessel’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. 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.
5. 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.
6. The undersigning hereby represents and warrants to be fully empowered to sign this document, which contains the above statements, representations, warranties and obligations, for and on behalf of (**Insert Shipper’s name Companies**).
7. Duties, obligations and responsibilities contained in this document are joint and several and additional to the rights, defenses, immunities, exceptions, liberties and actions of (**Insert name of Carrier**), the owners and operators of the vessel arising from the bill of lading.

Yours faithfully

For and on behalf of

[**Insert name of party requesting loading**]

…………………………………

Full name (in capitals)

[**Insert name of person signing on behalf of party requesting loading**]

…………………………………

Full name (in capitals)

[**Insert full details of the office to which any notice is to be addressed**]

…………………………………

Signature of authorized person

…………………………………

Position

…………………………………

Company stamp