

LLOYD'S SALVAGE ARBITRATION BRANCH

SCOPIC COMMITTEE

GUIDELINES

ON THE ROLE AND RESPONSIBILITIES

OF THE

SPECIAL CASUALTY REPRESENTATIVE

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1 INTRODUCTION

- 1.1 These guidelines set out the role and responsibilities of the Special Casualty Representative (SCR). The purpose of these guidelines is to provide detailed guidance to ensure the proper operation of SCOPIC.
- 1.2 This document does not supersede or replace the SCOPIC Clause or any of the appendices with particular reference to SCOPIC Appendix B.
- 1.3 The custodian of this document is the Secretary of the SCOPIC Committee. Any proposals for amendments or additions to this document should be made in writing and transmitted by e-mail or letter to the custodian at the Lloyd's Salvage Arbitration Branch (SAB) with a copy to the current SCR Representative for consideration by the Committee.
- 1.4 In this document the following terms shall have the meaning as set out below:
 - a. **Parties:** the parties to the LOF; namely the property owners and the Salvage Contractor.
 - b. **Interested Parties:** the Parties and their various underwriters and the owners P&I Club.
 - c. **Lloyd's SAB:** Lloyd's Salvage Arbitration Branch.
 - d. **The Committee:** The SCOPIC Committee

2 APPOINTMENT AND REAPPOINTMENT TO THE SCR PANEL

- 2.1 Appointment to the SCR panel will be for a maximum term of three years commencing on 1st January of the year after the application is approved. Individuals may be reappointed for any number of consecutive 3-year terms at the discretion of the Committee.
- 2.2 Applications and reapplications for appointment to the SCR panel shall be submitted to the Committee no later than 30th September in any given year in order for the application to be considered in time for successful Applicants to join the panel on 1st January the following year.
- 2.3 Applications and reapplications for appointment to the SCR panel must be made using the appropriate form¹ and must be supported by the following documents
 - a. References in the approved format.
 - b. Evidence of current professional indemnity insurance with a minimum cover level of US\$ 250,000 (or other currency equivalent).
 - c. A copy of a current IMO Seafarers Medical Certificate, for example The United

¹ Appendix 5 to these Guidelines.

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Kingdom UK ENG 1 certificate or its equivalent, or an equivalent offshore medical certificate.

- 2.4 Incomplete applications and reapplications may be rejected by the Committee at its sole discretion without opportunity for the applicant to correct any deficiencies.
- 2.5 Further guidance on the application and reapplication process is contained in the respective forms introductory notes.

3 ELIGIBILITY TO REMAIN ON THE SCR PANEL

- 3.1 Once appointed to the SCR panel, it is a requirement for all SCRs to maintain valid professional indemnity insurance and valid seafarers or offshore medical certification for the duration of their membership of the SCR panel. Copies of replacement insurance/medical certificates shall be provided to Lloyd's SAB no later than 30 days after the expiry of outdated certificates.
- 3.2 At the beginning of each calendar year, SCRs must confirm to Lloyd's that they wish to continue as a member of the SCR panel and that they consider themselves to be fully capable of carrying out the role of an SCR.
- 3.3 Specifically, SCRs must confirm in writing to Lloyd's SAB no later than 31st of January each year that:
 - a. They are not in the full-time employment of a salvage company, P&I Club or property insurer, nor do they act as a consultant exclusively to any salvage company, owner or management company, P&I Club or property insurer.
 - b. They have insurance and medical certificates in place in line with paragraph 2.3 of these guidelines.
- 3.4 Any temporary or permanent change in circumstances that affects an individual SCR's eligibility to remain on the SCR panel should be reported to Lloyd's SAB without delay.
- 3.5 SCRs should be aware that any failure to comply with these requirements in a timely manner may result in their removal from the SCR panel.

4 REPORTING TO LLOYD'S SAB

- 4.1 SCRs may complete and return to Lloyd's SAB the qualifications and experience form issued by Lloyd's. This will enable Lloyd's to publish this data in a standardised format in the SCOPIC section of the Lloyd's SAB website.

5 APPOINTMENT OF AN SCR

- 5.1 When a salvage case with SCOPIC invoked requires the appointment of an SCR, the SCR must be appointed from the SCR panel.
- 5.2 The SCR should be engaged by a letter of appointment. A pro forma standard letter of appointment is appended to these Guidelines (Appendix 1).
- 5.2 In line with the standard letter of appointment² if, within the last 24 months of the date of the casualty appointment, the intended SCR has been employed (either full-time, parttime or on a consultancy basis) by any of the contracting parties, then this should be declared to the appointing party immediately in order that the requisite independence of the SCR can be considered.
- 5.4 The SCR should receive a standard letter of appointment from the appointing party. If there is no appointment letter, the Salvage Contractor, or their Salvage Master, may provide the SCR with a copy of the standard letter of appointment in order to ensure common understanding of the role. If no standard letter of appointment is received by the SCR they should, for completeness, produce their own copy and send it to their appointing party.
- 5.5 In principle the SCR should be on site and the SCR is expected to be aboard the casualty vessel throughout the service unless there is a particular period of inactivity, or the operational circumstances make that impossible and the Interested Parties agree, in which case the SCR shall seek instructions on appropriate attendance in the circumstances. The objective is for the SCR to be fully conversant with the operation and conditions; to be available to consult with the Salvage Master and to be able to comment and advise as necessary. It is expected that the SCR will be aboard during any major salvage activity or event such as refloating. The absence of the SCR should not in any way delay or restrict salvage operations.
- 5.6 It is recognised that in some circumstances a replacement SCR may become necessary.³ Any replacement must be from the SCR panel. An SCR has no power or authority to delegate their role and if the SCR wishes to be relieved they must advise all Interested Parties and it will be for the appointing party to appoint a replacement.
- 5.7 In circumstances where the salvage is of a nature and scope that the SCR requires an assistant in order to properly carry out the role and duties of a SCR, the appointed SCR may submit a request to the appointing party for such an assistant. The assistant shall be suitably qualified and experienced for the role, with all required insurances, and to remain under the direction and responsibility of the appointed SCR at all times.

² Appendix 1 to these Guidelines.

³ SCOPIC Appendix B clause 6.

- 5.8 The SCR shall exercise reasonable care to avoid injury to themselves or damage to their property while on site. Neither Lloyd's, the Committee or those interested in the ship, its cargo, bunkers or stores or their insurers nor the Salvage Contractor can accept any liability in respect of such injury, damage or loss however caused (with or without the negligence or gross negligence of any party). If any liability does arise or if the SCR suffers any injury, damage or loss the SCR should bear in mind that it is their own responsibility. The SCR is on site at their own risk.

6 THE SCR'S ROLE

- 6.1 An SCR shall be familiar with the Main Agreement (LOF) and the SCOPIC Clause together with its appendices, as well as the Code of Practice between the International Group of P&I Clubs (IG) and the International Salvage Union (ISU) and the Code of Practice between the International Group of P&I Clubs and the International Union of Marine Insurance (IUMI). These documents can be accessed and downloaded from Lloyd's SAB website³.
- 6.2 Whilst appointed by or on behalf of the owners of the vessel, the SCR at all times represents all salvaged interests. The SCR must remain independent and must act in the overall interest of the salvage operation. The success of the SCOPIC/SCR system is based, in large part, on the SCRs representing an independent, unbiased viewpoint uninfluenced by whoever may have appointed them.
- 6.3 The following extracts from Appendix B to the SCOPIC clause make clear the requirement:
2. *The primary duty of the SCR shall be the same as the Contractor, namely to use their best endeavours to assist in the salvage of the vessel and the property there on and in so doing to prevent and minimise damage to the environment.*
 3. *The Salvage Master shall at all times remain in overall charge of the operation, make all final decisions as to what they think is best and remain responsible for the operation.*
 4. *The SCR shall be entitled to be kept informed by or on behalf of the Salvage Master or (if none) the principal contractor's representative on site. The Salvage Master shall consult with the SCR during the operation if circumstances allow and the SCR, once on site, shall be entitled to offer the Salvage Master advice.*
- 6.4 Reflecting 6.3, the SCR is to work closely with the Salvage Master and is entitled to expect the Salvage Master to be open and frank in their communications with the SCR. The SCR is to ensure they are properly informed of and understand the salvage plan, the salvage contractor's ongoing intentions and the progress of the operation against the salvage plan. This extends to early consideration of the objectives of the operation and its conclusion.
- 6.5 Particular attention should be given to an operation where the prospects of a useful result as required by the Main Agreement are diminishing. In such circumstances the SCR shall

³ <https://www.lloyds.com/resources-and-services/lloyds-agency/salvage-arbitration-branch/scopic>

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liaise with the Salvage Master and the Interested Parties with the objective of identifying the options available and working towards a managed conclusion of the salvage services. The SCR shall take into account local factors as necessary.

- 6.6 The SCR must not try to direct the salvage operation and has no power to direct the Salvage Master to employ more or less resources in the salvage operation and these decisions must remain at the Salvage Master's discretion.
- 6.7 An SCR has no authority to vary the terms of SCOPIC or its Appendices, including the provisions for a bonus and similarly cannot bind the owners of the ship or cargo to any particular course of action.
- 6.8 As stated in 6.2, 6.3 and 6.4 of these Guidelines the SCR must at all times remain independent and act impartially. The SCR may at any time directly contact any of the salvaged interest provided all other salvaged interests are copied into the correspondence and invited to take part in the discussion⁴. Any concerns about the operation should be raised with the Salvage Master in accordance with 6.9 and 6.10 of these Guidelines.
- 6.9 The SCR has a duty to report, observe and consult with the Salvage Master and to sign and circulate the Salvage Master's Daily Salvage Report⁵ to the Interested Parties⁶. If the SCR is in disagreement with the Daily Salvage Report or the Salvage Contractor's actions, the SCR should note that in the Daily Salvage Report and if the matter is not addressed issue a Dissenting Report⁷. Likewise, the SCR should also sign and circulate the Final Salvage Report to all the Interested Parties⁸.
- 6.10 The SCR may supplement the daily salvage report with a report of their own enhancing the Daily Salvage Report with photographs, diagrams and or any additional information including any observation on the progress of the operation. Such supplementary report must maintain the principle of impartiality set out in paragraph 6.2 to these guidelines. Any concerns about the operation must be addressed within the Daily Salvage Report and if necessary by a Dissenting Report. SCR supplementary reports, if any, are to be circulated to the Interested Parties, including the Salvage Master and any appointed Special Representative.
- 6.11 The resolution of an issue that caused dissatisfaction and was recorded in a Daily Salvage Report or supplementary report should equally be recorded in a subsequent Daily Salvage Report and supplementary report, if any.

⁴ SCOPIC Appendix B clause 5(f)

⁵ Appendix 2 to these Guidelines for pro forma Daily Salvage Report.

⁶ SCOPIC Appendix B clause 5(c)(i) & (ii).

⁷ SCOPIC Appendix B clause 5(c)(iii).

⁸ SCOPIC Appendix B clause 5(e) and section 11 of these Guidelines.

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- 6.12 The Salvage Master should be encouraged to submit their reports in the form of Appendix 2 and the SCR should try to complete and append a cost schedule in the form of Appendix 3 on a weekly basis.
- 6.13 The SCR is not to provide any information to any one party that is not also provided to all Interested Parties and the brief of the SCR is strictly limited to the salvage operation.
- 6.14 The SCR must not be requested by any party, nor volunteer themselves, to provide expert opinion either during the operation or subsequently which would undermine the independence of the role.
- 6.15 SCRs will be fairly remunerated for their work. The rate will be set by the Committee in accordance with its SCOPIC obligations⁹ or SCRs will negotiate their rate of remuneration directly with the party appointing them on a case-by-case basis.
- 6.16 Unless alternative arrangements have been agreed, or in the absence of unusual circumstances, an SCR may look to the instructing owners P&I Club for full payment of SCR remuneration in the first instance.

7 SPECIAL REPRESENTATIVES AND THE SCR

- 7.1 The role of a Special Representative is solely to observe and report on issues relevant to the salvage operation and they have the right to be informed of all material facts concerning the salvage operation as the circumstances reasonably allow¹⁰.
- 7.2 The SCR shall cooperate with the Special Representatives and together with the owners of the vessel and the Salvage Contractor, shall permit the Special Representatives to have full access to the vessel to observe the salvage operation, subject to safety constraints, and to inspect such of the ships documents as are relevant to the salvage operation.
- 7.3 The SCR must provide any Special Representative with the Salvage Master's Daily Salvage Reports and any Dissenting Reports, together with any SCR supplementary report, as soon as possible after they receive or issue them or when the Special Representative is appointed, whichever is the later¹¹.
- 7.4 The Special Representative should communicate with the Salvage Master through the SCR. This does not prevent the Salvage Master engaging directly with the Special Representatives should they wish to do so.
- 7.5 It is not the SCR's function to monitor the conduct of the Special Representative. If the SCR has any concerns about the Special Representative's conduct, bearing in mind the

⁹ SCOPIC Appendix B clause 1(e).

¹⁰ SCOPIC Appendix C

¹¹ SCOPIC Appendix C clause 3.

limitations imposed by the SCOPIC clause 13 and paragraphs 7.1 and 7.2 of these Guidelines, they may notify all parties, including the Salvage Contractor, and it is for the owners of the vessel to decide what action should be taken.

8 THE SCR'S DEMOBILISATION

- 8.1 The timing of the SCR's demobilisation from site should be assessed on a case-by-case basis. In circumstances where, following termination of the salvage services, the demobilisation of the Salvage Contractor's equipment is an extensive operation, there may be merit in the SCR remaining on site until that equipment demobilisation is substantially completed.

9 THE USE OF THE TERMS "SCOPIC RATES" AND "SCR" IN NON LOF-SCOPIC MATTERS

- 9.1 In order to avoid confusion and misunderstandings, SCRs should not use SCOPIC terms in non-LOF cases. In particular, they should only describe themselves as an SCR when acting in that specific capacity otherwise they should describe themselves as "a member of the Lloyd's SCR panel".

10 THE SCOPE OF SCOPIC EXPENSES

- 10.1 Appendix A to SCOPIC sets out categories of items and personnel that are acceptable SCOPIC expenses. The Appendix A list is not exhaustive owing to the range of potential equipment options and it will be acceptable for the Salvage Contractor or their Salvage Master and the SCR to agree the eligibility and rate for other items that are employed but not listed in Appendix A.
- 10.2 The following categories of expenditure are not considered to be eligible SCOPIC expenses, unless agreed in advance between the SCR and the Salvage Master in special circumstances, and should therefore be excluded from SCOPIC cost sheets:
- a. Media advisors.
 - b. Salvage Contractor's legal expenses.
 - c. Salvage Contractor's insurance expenses except Charterer's Liability insurance premiums, which shall be allowed for hired-in vessels when reasonably incurred specifically on a case-by-case basis and when they are not part of the Salvage Contractor's normal operating overheads.
 - d. Salvage Contractor's warehouse expenses.
 - e. Salvage Contractor's equipment and repair expenses after completion of demobilisation.

- 10.3 The 25% fixed bonus¹² allowed for under SCOPIC should be applied when calculating the cost of portable salvage equipment that is lost or destroyed during the course of salvage services. Therefore, the maximum recovery for such an item is:

The replacement cost x 2.5 x 1.25

- 10.4 Portable salvage equipment reasonably mobilised but not used will attract the standby rate of 50% full tariff rate plus bonus, whether hired-in or not¹³.
- 10.5 If hired-in equipment that is not used is subject to a minimum hire period and that minimum hire period and other contract terms are reasonable, the Salvage Contractor shall be entitled to remuneration for the balance minimum hire period without reduction, plus bonus. Thereafter the hired-in equipment will be subject to the 50% standby rate plus bonus until demobilised.
- 10.6 If there are circumstances where the SCR is of the view equipment should be demobilised, the SCR shall raise that concern in line with paragraphs 6.9 and 6.10 of these Guidelines.
- 10.7 The cost of storing salvaged cargo is likely to be an eligible SCOPIC expense but this will depend on the circumstances of the case and thus should be considered on a case-by-case basis.
- 10.8 It is the SCR's duty to obtain sufficient information from the Salvage Master, the Master of the vessel and others to enable the calculation of SCOPIC remuneration from the commencement of the salvage services, not just from the date on which SCOPIC was invoked. This facilitates the assessment of any applicable discount to be made from the Article 13 Award pursuant to SCOPIC clause 7. The Salvage Contractor and the vessel's Master and owners must cooperate with the SCR in this exercise and, in particular, should provide the SCR with copies of all Daily Salvage Reports and cost sheets from the commencement of the services, copies of the Deck Logs of the tugs and other craft involved in the operation as well as the casualty itself and any other documents which the SCR may reasonably require for this purpose.

11 THE SCR'S FINAL SALVAGE REPORT

- 11.1 SCOPIC requires that (unless awaiting information in line with paragraph 11.6 to these Guidelines) as soon as is reasonably possible after the salvage services terminate (and no later than one month after termination) the SCR shall issue the SCR's Final Salvage Report¹⁴. This report must set out:
- a. The facts and circumstances of the casualty and salvage operation, including completion of the services, insofar as they are known to the SCR.

¹² SCOPIC clause 5(iv).

¹³ SCOPIC Appendix A clause 3(f).

¹⁴ SCOPIC Appendix B clause 5(e)

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- b. The tugs personnel and equipment used by the Salvage Contractor in providing the services.
 - c. A calculation of the SCOPIC remuneration to which the Salvage Contractor may be entitled.
- 11.2 The content of the SCR's Final Salvage Report must be limited to the facts and circumstances of the casualty and operation. It must not introduce personal opinion or speculation, for example, about the causes of the incident.
- 11.3 Where the liability to pay an Article 13 Award might arise, the Final Salvage Report should also include the SCR's calculation of the SCOPIC remuneration from the commencement of the services. A liability to pay an Article 13 Award might arise whenever value remains in the salvaged property on the termination of the salvage services.
- 11.4 If the Salvage Contractor and the SCR cannot agree the calculation of SCOPIC remuneration in any particular case, the SCR should issue the Final Salvage Report omitting the disputed item or items and with a note pointing out the unresolved items.
- 11.5 A pro forma SCR's Final Salvage Report is at Appendix 4 to these Guidelines.
- 11.6 If information from the Salvage Contractor, their subcontractors or others is delaying production of the SCR's Final Salvage Report the SCR should produce an interim salvage report while awaiting this information stating:
- a. Such information in the SCOPIC Clause Appendix B paragraph 5(e) as available.
 - b. That it is only an interim report.
 - c. What information is awaited and approximately how much it represents in financial terms
- 11.7 The final or interim salvage report must be sent to the Interested Parties and Lloyd's SAB.

12 ADDITIONAL SCR'S REPORTING MATTERS

- 12.1 If any of the Interested Parties asks an SCR to amplify their Daily, Interim or Final Salvage Reports, or to attend a meeting, or to give a further statement relating to the salvage operations, the SCR should do their best to assist but in so doing they must ensure that:
- a. In the event of a proposed meeting with one of the Interested Parties relating to the operation, the SCR must ensure that all Interested Parties are given the opportunity to attend that meeting.
 - b. In any event a full minute of the meeting or meetings should be provided to the Interested Parties and Lloyd's SAB promptly thereafter.
 - c. Any additional written reports or statements are given to all Interested Parties and to Lloyd's SAB.

- d. That any further report is limited to facts relating to the operation or the circumstances and as reported at the time of the services without hindsight.

12.2 The SCOPIC clause is supplementary to Lloyd's Standard Form of Salvage Agreement (Main Agreement) and relies on both the clause and the Main Agreement remaining unamended. Any variation of either, whether directly or by a side letter or by other means that seeks to vary the final outcome of SCOPIC may have P&I cover consequences. To the extent an SCR is aware of such variation to SCOPIC or the Main Agreement, or is asked by any party to engage in activity that runs contrary to the SCR's obligation to all Interested Parties and the successful completion of the services, then such intervention should be brought to the attention of the other Interested Parties forthwith.

13 DISSENTING REPORTS

13.1 The Salvage Contractor's Daily Salvage Report must be signed by the SCR each day.

If the SCR is not satisfied with:

- a. The way the salvage operation is being conducted or the amount of personnel or equipment being used,
- b. and the progress of the operations against the salvage plan, including consideration of the objectives of the operation and its conclusion,

then, subject to consultation in accordance with paragraphs 6.9 and 6.10 of these guidelines, the SCR should send the Salvage Master a Dissenting Report as soon as possible and annotate the Daily Salvage Report accordingly.

13.2 Any Dissenting Report must be in writing and must deal only with issues of fact. It must be issued to the Salvage Master and the other parties mentioned in SCOPIC¹⁵ by the quickest method reasonably available. This facilitates rapid, on site resolution of disagreements and avoids the potential for the additional cost that can occur if issues are taken up later on. The SCR must report on the resolution or otherwise of any issues that cause dissatisfaction or dissent.

13.3 It is essential that any SCR's disagreement with the Salvage Master or the daily salvage report is properly recorded and communicated at the time. Raising a disagreement for the first time within the SCR Final Salvage Report is inappropriate and to be avoided. A failure to contemporaneously record disagreements will make it more difficult to raise points of disagreement later if there is any dispute.

13.4 Any subsequent resolution of an issue that caused dissatisfaction and was recorded in a Dissenting Report should equally be recorded in a further Daily Salvage Report, supplementary report (if any) and within the SCR Final Salvage Report.

¹⁵ SCOPIC Appendix B clause 5(c)(iii)

- 13.5 If the SCR arrives on site after SCOPIC has been invoked and after the operation has started, the SCR must make a full inquiry as to what has occurred before they arrived. If they are in disagreement with any part of it, they must make a Dissenting Report as quickly as is reasonably possible applying the provisions of paragraph 13.2 of these Guidelines. Such a Dissenting Report must not be left until after the services have been completed.
- 13.6 Any Dissenting Report related to the demobilisation of personnel and equipment must be made as soon as the SCR is aware of the facts.

14 GRIEVANCE PROCEDURE IN RELATION TO THE ACTIONS OF THE SCR

- 14.1 The Committee recognises that there may from time to time be complaints made in respect of an SCR. In those circumstances the following procedure shall apply.
- a. Any complaint should be made in writing and transmitted by email, or letter to Lloyds SAB. A copy must also be sent to the current SCR Representative. Lloyds SAB will send a copy of the complaint to the subject of the complaint inviting a response. Any response will be sent to the complainant who will be given the opportunity to respond to any new points raised. If there is a further response this will also be sent to the subject of the complaint.
 - b. Thereafter the documents will be placed before the Committee who will decide what action, if any, should be taken.
 - c. The Committee will have complete discretion as to the procedure it will adopt always bearing in mind the need for a fair consideration of the issues raised. It may make a decision on the information before it, or it may decide to call the parties before the Committee or any sub-committee convened for this purpose, in order to amplify or clarify the complaint or answer it. The Committee may request further information or documentation.
 - d. If either party is requested to attend before the Committee, or any one appointed by the Committee, both parties will be given an opportunity to attend, or failing attendance, to be interviewed by video link. If further amplification or clarification is needed from either party, both parties will be kept advised of both the request and the response and be given an opportunity to respond to any additional new point.
 - e. The Committee shall have the right to determine any action or sanction it considers appropriate including dismissal of the complaint.
 - f. The Committee's decision will be final unless it decides that the evidence before it is so serious that the SCR should be either suspended or removed from the SCR Panel in which event the SCR, should they so wish, will be entitled to attend before the Committee, or such other body as the Committee may delegate, to make oral representations, or to make such representations via video link.
 - g. The decision of the Committee after such representations shall be final.

APPENDIX 1

Pro Forma Standard Letter of Appointment as SCR.

To be addressed:

To: The SCR
Cc: The Salvage Contractor
The Owners/Master
Lloyd's Salvage Arbitration Branch

Dear

Vessel: MV

LOF dated: at LMT/GMT

SCOPIC Invoked: at LMT/GMT

We hereby confirm your appointment by the owners of the subject vessel as Special Casualty Representative (SCR) in accordance with Clause 12 of the SCOPIC Clause annexed to the subject LOF with SCOPIC invoked.

To accept this appointment you must be a current member of the Lloyd’s SCR Panel and maintain that membership throughout the duration of this appointment.

If, within the last 24 months of the date of this appointment, you have been employed (either full-time, part-time or on a consultancy basis) by any of the contracting parties involved in the casualty, then this should be declared to the appointing party immediately in order that your requisite independence can be considered.

We would be grateful if you would make your way to the casualty site with all possible speed and notify the vessel Master and Salvage Master of your arrival on site.

Detailed guidance on the operation of SCOPIC and the duties of an SCR are set out in the Guidelines on the Role and Responsibilities of the SCR:

- The SCOPIC Clause and its three Appendices
- The Code of Practice between the International Salvage Union and the International Group of P & I Clubs
- The Code of Practice between the International Group of P & I Clubs and the International Union of Marine Insurance.

Particular attention is drawn to the SCR’s obligation in respect of the Salvor Master’s Daily Salvage Report and, if appropriate, the SCR’s Dissenting Report.

Links to the current version of each of the above documents is available on the Lloyd’s website at:

<https://www.lloyds.com/resources-and-services/lloyds-agency/salvage-arbitrationbranch/scopic>

You are to ensure that you are fully familiar with the contents of the above documents and you are further to ensure that you comply with the requirements and guidance included in the documents. If you are in any doubt as to any aspect of your duties or are unable to comply with the requirements and guidance for whatever reason then you are to advise us immediately.

For the avoidance of doubt we wish to emphasise that, although appointed by the owners you are representing all salvaged interests and your primary duty is the same as the Salvage Contractor's duty, namely to use your best endeavours to assist in the salvage of the vessel and the property thereon and in so doing to prevent and/or minimise damage to the environment.

The success of the SCOPIC system depends on the impartiality that SCRs are able to bring to the casualty response working with the Salvage Contractor and other interests in the common cause. In this respect you should not provide any information to any one party that is not also made available to all parties and your brief is strictly limited to salvage issues alone.

The Salvage Master remains in overall charge of the operation, makes all final decisions as to what they think is best and remains responsible for the operation. You have no authority either to take on responsibility for the salvage services or to countermand the Salvage Master's decisions, nor to bind the owners to any agreement without their specific authority. You should under no circumstances seek to negotiate the agreed rates under the Tariff.

The objective is for the SCR to be fully conversant with the operation and conditions; to be available to consult with the Salvage Master and to be able to comment and assist as necessary. It is expected that the SCR will be on site and aboard the casualty during any major salvage activity or event such as a refloating.

You are asked to work closely with the Salvage Master and you are entitled to expect the Salvage Master to communicate candidly with you to ensure that you are properly informed about the operation. You are further entitled to offer advice to the Salvage Master on the basis of your own expertise and your perception of the casualty response required and measures necessary for the completion of the services.

Thank you very much for taking on this appointment. Whilst your fees will ultimately be borne by the liability and the property underwriters we confirm that the owners will be responsible for your fees on behalf of all salvaged interests in the first instance.

Yours sincerely,

Signature and date of appointing party

Declaration by SCR:

1. I hereby confirm receipt and acceptance of my appointment as SCR in this matter.
2. I hereby confirm that I understand my duties as SCR and will perform my duties impartially and will use my best endeavours to assist in the salvage of the vessel and the property thereon and in so doing prevent and/or minimise damage to the environment.
3. I hereby confirm I am a current member of the Lloyd's SCR Panel and will seek to remain a member of the panel for the duration of this appointment.

..... (Signature & Date)

Declaration by Salvage Master:

1. I hereby acknowledge the appointment of as SCR in the matter.
2. I hereby confirm that I understand my duty to interact with the SCR in accordance with the terms of Appendix B to the SCOPIC Clause.

..... (Signature & Date)

APPENDIX 2

Salvage Master's Daily Salvage Report

SALVAGE MASTER’S DAILY SALVAGE REPORT FOR/DAY

- 1. **Status of Casualty and Salvage plan.**
- 2. **Weather at location.**
- 3. **Developments since last report.**
- 4. **Action planned for next 24 hours.**
- 5. **Resources engaged.**

Craft	Company	On Hire	Off Hire
.....
.....
Equipment	Company	On Hire	Off Hire
.....
.....
Personnel	Company	On Hire	Off hire
.....
.....

- 6. **Craft/equipment/personnel mobilising/demobilising/on order. 7. Equipment consumed/lost/damaged/personnel injury reports.**
- 8. **Areas of concern.**

Signed
[Salvage Master]

- 9. **SCR’s comments.**

Signed
[SCR]

APPENDIX 3

Daily Cost Schedule

Third Party Personnel														
Salvor's Equipment														
Third Party Equipment														
TOTAL														

Explanatory Note

APPENDIX 4

Pro Forma SCR Final Salvage Report

Part One: Final Salvage Report

Part Two: Provisional SCOPIC Remuneration Calculation

Part Three: Attachments

PART ONE – Final Salvage Report

1. **Description of the vessel.**
[ownership/age/type/size/specifications]
2. **Description of cargo on board at the time of the casualty.**
[type/quantity/location on board].
3. **Initial status of the casualty.**
[See note 11.2 of the SCR Guidelines].
4. **Details of salvage operation.**
[This should comprise a summary of the information contained in the Salvage Master's Daily Salvage Reports and should include a description of the operation, details of the personnel and equipment used, the period of the services and details of any life salvage carried out].
5. **Details of any disputes between the Salvage Master and the SCR over the nature and completion of the salvage services and their resolution if any.**
[This should comprise a summary of any such information contained in the SCR's dissenting reports].
6. **Weather conditions throughout the salvage operation.**
[This should comprise a summary of the information contained in the Salvage Master's Daily Salvage Reports].
7. **Description of vessel at completion of services.**
[This should comprise a factual description of the vessel's condition and position].
8. **Brief description of cargo at completion of services.**
[type/quantity/location].
9. **Brief description of bunkers/lubes/stores at completion of services.**
[type/quantity/location].

Third Party Personnel														
Salvor's Equipment														
Third Party Equipment														
TOTAL														

PART THREE – Attachments

- (a) Appendix 1 – Salvage Master’s Daily Salvage Reports**
- (b) Appendix 2 – SCR’s Dissenting Reports (if any)**
- (c) Appendix 3 – Daily Costs Schedules**

Signed

SCR

Dated

APPENDIX 5

Application Forms to Join or Rejoin the Lloyd's SCR Panel

Introductory Notes

Application Forms

Pro forma Reference Form

Guidelines on the Role and Responsibilities of the SCR.

Application Forms to Join or Rejoin the Lloyd's SCR Panel.

INTRODUCTORY NOTES

1. Prior to completing this application form you are advised to review all the information relating to SCOPIC provided by Lloyd's Salvage Arbitration Branch (SAB) at:
www.lloyds.com/The-Market/Tools-and-Resources/Lloyds-AgencyDepartment/Salvage-Arbitration-Branch/SCOPIC
2. In particular, please ensure that you read and understand the "Guidelines on the Role and Responsibilities of the Special Casualty Representatives".
3. Please note the following statements from the SCOPIC Committee:
 - a. *"The role of a Special Casualty Representative, (SCR), requires a wide knowledge and understanding of the business and practicalities of marine salvage. Any person seeking appointment as an SCR must therefore have experience of marine salvage operations. The position of the SCR in any Lloyd's Form service involves acting in the best interests of the casualty. The SCR should therefore be independent and not beholden to any of the contracting parties. The position requires such person to be trusted and to act with tact and integrity. No SCR should abuse his appointment to the Panel of SCRs by accepting employment which conflicts with their role as a potential SCR."*
 - b. *"An SCR should not be in the full-time employment of a salvage company, P&I Club or property insurer, nor do they act as a consultant exclusively to any salvage company, owner or management company, P&I Club or property insurer".*
4. Please also note that an SCR is required to be:
 - a. Physically fit to perform the role of an SCR, which may involve strenuous activity in harsh environments, and
 - b. Able to travel on a world-wide basis and remain on site for extended durations
5. Members of the SCR Panel are required to maintain valid Professional Indemnity Insurance and valid Seafarers/Offshore Medical Certification throughout the duration of their Panel Membership:
 - a. Professional Indemnity insurance shall have a minimum cover level of US\$250,000 (or other currency equivalent).
 - b. Medical Certification shall be in the form of a current IMO Seafarers Medical Certificate (UK ENG1) or equivalent Offshore Medical Certificate
6. Members of the SCR Panel are required to have valid medical/medical evacuation insurance in place when undertaking SCR appointments
7. Membership of the SCR Panel is for a maximum term of three (3) years commencing on 1st January of the year after the application is approved. Individuals may be reappointed for any number of consecutive three-year terms at the SCOPIC Committee's discretion.

8. Applications and reapplications to become an SCR require the support of at least one member-organisation of:
 - The International Group of P&I Clubs, or
 - The International Salvage Union, or
 - The International Union of Marine Insurance, or
 - The International Chamber of Shipping
9. Please attach references from members of the organisations listed at 8 above on the “Pro Forma Reference” form, a copy of which is appended below.
10. Please provide complete and comprehensive responses to the requests for information about your casualty experience, as this will assist the SCOPIC Committee with their review of your application.
11. Please attach a recent full-length photograph of yourself to the application.
12. Please attach your up-to-date CV to your application.
13. Please complete the application in MS Word or equivalent – the boxes will expand to fit the data you enter.
14. Once completed the form and attachments should be returned to Lloyd’s SAB. Applications must arrive no later than 30th September in any given year in order for the application to be considered for the following year’s panel.
15. Incomplete applications and reapplications may be rejected by the SCOPIC Committee at its sole discretion without the opportunity for the applicant to correct any deficiencies.

Application Form to Join the Lloyd’s SCR Panel

Full Name	
Nationality	
Date of Birth	
Address	
Telephone Numbers	
e-mail Address	
www Address	
Employment status/position	
SCR-RELATED CASUALTY EXPERIENCE	
Please give details of the five most recent casualties with which you were <u>personally</u> involved and which you consider demonstrate that you possess the knowledge and experience required of an SCR.	
Casualty #1	
Name	
Location	

Nature of casualty	
Date (month/year)	
Duration of your direct involvement	
Appointed on behalf of	
Role performed	
Remarks	
Casualty #2	
Name	
Location	
Nature of casualty	
Date (month/year)	
Duration of your direct involvement	
Appointed on behalf of	
Role performed	
Remarks	
Casualty #3	
Name	
Location	
Nature of casualty	
Date (month/year)	
Duration of your direct involvement	
Appointed on behalf of	
Role performed	
Remarks	
Casualty #4	
Name	
Location	
Nature of casualty	
Date (month/year)	
Duration of your direct involvement	
Appointed on behalf of	
Role performed	
Remarks	
Casualty #5	
Name	
Location	

Nature of casualty	
Date (month/year)	
Duration of your direct involvement	
Appointed on behalf of	
Role performed	
Remarks	
ATTACHMENTS:	
CV	
REFERENCE(S)	
PHOTOGRAPH	
COPY OF PI INSURANCE CERTIFICATE	
COPY OF MEDICAL CERTIFICATE	

I hereby confirm that I have read the Introductory Notes to this application and currently comply with the requirements of Notes 3, 4, 5 & 6. I further confirm that I will advise Lloyd's SAB immediately if my circumstances change such that I can no longer comply with any of the listed requirements.

Signed:

Dated:

Application Form to Rejoin the Lloyd's SCR Panel.

Full Name	
Nationality	
Date of Birth	
Address	
Telephone Numbers	
e-mail Address	
www Address	
Employment status/position	
SCR CASUALTY EXPERIENCE	
Date of first appointment to SCR Panel.	

Date of current appointment to the SCR Panel.	
Total number of SCR appointments	
Please list your three most recent SCR appointments, (most recent first)	
SCR Appointment #1	
Name of casualty	
Date (month/year)	
P&I Club	
Salvage Contractor	
SCR Appointment #2	
Name of casualty	
Date (month/year)	
P&I Club	
Salvage Contractor	
SCR Appointment #3	
Name of casualty	
Date (month/year)	
P&I Club	
Salvage Contractor	
SCR-RELATED CASUALTY EXPERIENCE	
Please give details of your three most recent casualty attendances (most recent first) where, although not an SCR, you had direct involvement.	
Casualty #1	
Name	
Location	
Nature of casualty	
Date (month/year)	
Duration of your direct involvement	
Appointed on behalf of	
Role performed	
Remarks	
Casualty #2	
Name	
Location	
Nature of casualty	
Date (month/year)	

Duration of your direct involvement	
Appointed on behalf of	
Role performed	
Remarks	
Casualty #3	
Name	
Location	
Nature of casualty	
Date (month/year)	
Duration of your direct involvement	
Appointed on behalf of	
Role performed	
Remarks	
ATTACHMENTS:	
CV	
REFERENCE(S)	
PHOTOGRAPH	
COPY OF PI INSURANCE CERTIFICATE	
COPY OF MEDICAL CERTIFICATE	

I hereby confirm that I have read the Introductory Notes to this application and currently comply with the requirements of Notes 3, 4, 5 & 6. I further confirm that I will advise Lloyd’s SAB immediately if my circumstances change such that I can no longer comply with any of the listed requirements.

Signed:

Dated:

Pro Forma Reference
To Support Applications to Join or Rejoin the
Lloyd’s Panel of Special Casualty Representatives.

Name of Applicant	
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Name of Referee	
Name of Referee's Organisation	
Position held by Referee within Organisation	
Details of Casualty(ies) on which Applicant and Referee worked together	
Name of Casualty	
Date of Casualty	
Nature of Casualty	
Applicant's Role in Management of Casualty	
Referee's Comments on Applicant's Performance	
Name of Casualty	
Date of Casualty	
Nature of Casualty	
Applicant's Role in Management of Casualty	
Referee's Comments on Applicant's Performance	
Referee's Statement on Applicant's suitability to undertake the role of SCR	
Signed	Dated

Notes:

1. The boxes in the above form expand to fit the amount of data entered. Additional blocks of casualty details may be inserted if required.
2. For the purposes of this form the term "Applicant" includes reapplicants. Referees are requested to focus their comments on their experience of working with the applicant when the applicant was in an SCR-Like role (e.g. Salvage Master / Salvage Surveyor / Club representative at wreck removal / major pollution response)
3. Referees are requested to complete the above form and forward it directly to Lloyd's Salvage Arbitration Branch.