



**BUREAU
VERITAS**

Guidance for the Lay-Up and Reactivation of Ships

February 2018

**Guidance Note
NI 545 DT R01 E**

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**BUREAU
VERITAS**

MARINE & OFFSHORE - GENERAL CONDITIONS

1. INDEPENDENCY OF THE SOCIETY AND APPLICABLE TERMS

- 1.1. The Society shall remain at all times an independent contractor and neither the Society nor any of its officers, employees, servants, agents or subcontractors shall be or act as an employee, servant or agent of any other party hereto in the performance of the Services.
- 1.2. The operations of the Society in providing its Services are exclusively conducted by way of random inspections and do not, in any circumstances, involve monitoring or exhaustive verification.
- 1.3. The Society acts as a services provider. This cannot be construed as an obligation bearing on the Society to obtain a result or as a warranty. The Society is not and may not be considered as an underwriter, broker in Unit's sale or chartering, expert in Unit's valuation, consulting engineer, controller, naval architect, manufacturer, shipbuilder, repair or conversion yard, charterer or shipowner; none of them above listed being relieved of any of their expressed or implied obligations as a result of the interventions of the Society.
- 1.4. The Services are carried out by the Society according to the applicable Rules and to the Bureau Veritas' Code of Ethics. The Society only is qualified to apply and interpret its Rules.
- 1.5. The Client acknowledges the latest versions of the Conditions and of the applicable Rules applying to the Services' performance.
- 1.6. Unless an express written agreement is made between the Parties on the applicable Rules, the applicable Rules shall be the rules applicable at the time of the Services' performance and contract's execution.
- 1.7. The Services' performance is solely based on the Conditions. No other terms shall apply whether express or implied.

2. DEFINITIONS

- 2.1. "**Certificate(s)**" means class certificates, attestations and reports following the Society's intervention. The Certificates are an appraisal given by the Society to the Client, at a certain date, following surveys by its surveyors on the level of compliance of the Unit to the Society's Rules or to the documents of reference for the Services provided. They cannot be construed as an implied or express warranty of safety, fitness for the purpose, seaworthiness of the Unit or of its value for sale, insurance or chartering.
- 2.2. "**Certification**" means the activity of certification in application of national and international regulations or standards, in particular by delegation from different governments that can result in the issuance of a certificate.
- 2.3. "**Classification**" means the classification of a Unit that can result or not in the issuance of a class certificate with reference to the Rules.
- 2.4. "**Client**" means the Party and/or its representative requesting the Services.
- 2.5. "**Conditions**" means the terms and conditions set out in the present document.
- 2.6. "**Industry Practice**" means International Maritime and/or Offshore industry practices.
- 2.7. "**Intellectual Property**" means all patents, rights to inventions, utility models, copyright and related rights, trade marks, logos, service marks, trade dress, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including know-how and trade secrets), methods and protocols for Services, and any other intellectual property rights, in each case whether capable of registration, registered or unregistered and including all applications for and renewals, reversions or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.
- 2.8. "**Parties**" means the Society and Client together.
- 2.9. "**Party**" means the Society or the Client.
- 2.10. "**Register**" means the register published annually by the Society.
- 2.11. "**Rules**" means the Society's classification rules, guidance notes and other documents. The Rules, procedures and instructions of the Society take into account at the date of their preparation the state of currently available and proven technical minimum requirements but are not a standard or a code of construction neither a guide for maintenance, a safety handbook or a guide of professional practices, all of which are assumed to be known in detail and carefully followed at all times by the Client.
- 2.12. "**Services**" means the services set out in clauses 2.2 and 2.3 but also other services related to Classification and Certification such as, but not limited to: ship and company safety management certification, ship and port security certification, training activities, all activities and duties incidental thereto such as documentation on any supporting means, software, instrumentation, measurements, tests and trials on board.
- 2.13. "**Society**" means the classification society "Bureau Veritas Marine & Offshore SAS", a company organized and existing under the laws of France, registered in Nanterre under the number 821 131 844, or any other legal entity of Bureau Veritas Group as may be specified in the relevant contract, and whose main activities are Classification and Certification of ships or offshore units.
- 2.14. "**Unit**" means any ship or vessel or offshore unit or structure of any type or part of it or system whether linked to shore, river bed or sea bed or not, whether operated or located at sea or in inland waters or partly on land, including submarines, hovercrafts, drilling rigs, offshore installations of any type and of any purpose, their related and ancillary equipment, subsea or not, such as well head and pipelines, mooring legs and mooring points or otherwise as decided by the Society.

3. SCOPE AND PERFORMANCE

- 3.1. The Society shall perform the Services according to the applicable national and international standards and Industry Practice and always on the assumption that the Client is aware of such standards and Industry Practice.

- 3.2. Subject to the Services performance and always by reference to the Rules, the Society shall:

- review the construction arrangements of the Unit as shown on the documents provided by the Client;
- conduct the Unit surveys at the place of the Unit construction;
- class the Unit and enters the Unit's class in the Society's Register;
- survey the Unit periodically in service to note that the requirements for the maintenance of class are met. The Client shall inform the Society without delay of any circumstances which may cause any changes on the conducted surveys or Services.

The Society will not:

- declare the acceptance or commissioning of a Unit, nor its construction in conformity with its design, such activities remaining under the exclusive responsibility of the Unit's owner or builder;
- engage in any work relating to the design, construction, production or repair checks, neither in the operation of the Unit or the Unit's trade, neither in any advisory services, and cannot be held liable on those accounts.

4. RESERVATION CLAUSE

- 4.1. The Client shall always: (i) maintain the Unit in good condition after surveys; (ii) present the Unit after surveys; (iii) present the Unit for surveys; and (iv) inform the Society in due course of any circumstances that may affect the given appraisal of the Unit or cause to modify the scope of the Services.

- 4.2. Certificates referring to the Society's Rules are only valid if issued by the Society.

- 4.3. The Society has entire control over the Certificates issued and may at any time withdraw a Certificate at its entire discretion including, but not limited to, in the following situations: where the Client fails to comply in due time with instructions of the Society or where the Client fails to pay in accordance with clause 6.2 hereunder.

5. ACCESS AND SAFETY

- 5.1. The Client shall give to the Society all access and information necessary for the efficient performance of the requested Services. The Client shall be the sole responsible for the conditions of presentation of the Unit for tests, trials and surveys and the conditions under which tests and trials are carried out. Any information, drawings, etc. required for the performance of the Services must be made available in due time.

- 5.2. The Client shall notify the Society of any relevant safety issue and shall take all necessary safety-related measures to ensure a safe work environment for the Society or any of its officers, employees, servants, agents or subcontractors and shall comply with all applicable safety regulations.

6. PAYMENT OF INVOICES

- 6.1. The provision of the Services by the Society, whether complete or not, involve, for the part carried out, the payment of fees thirty (30) days upon issuance of the invoice.

- 6.2. Without prejudice to any other rights hereunder, in case of Client's payment default, the Society shall be entitled to charge, in addition to the amount not properly paid, interests equal to twelve (12) months LIBOR plus two (2) per cent as of due date calculated on the number of days such payment is delinquent. The Society shall also have the right to withhold certificates and other documents and/or to suspend or revoke the validity of certificates.

- 6.3. In case of dispute on the invoice amount, the undisputed portion of the invoice shall be paid and an explanation on the dispute shall accompany payment so that action can be taken to solve the dispute.

7. LIABILITY

- 7.1. The Society bears no liability for consequential loss. For the purpose of this clause consequential loss shall include, without limitation:

- Indirect or consequential loss;
- Any loss and/or deferral of production, loss of product, loss of use, loss of bargain, loss of revenue, loss of profit or anticipated profit, loss of business and business interruption, in each case whether direct or indirect.

The Client shall save, indemnify, defend and hold harmless the Society from the Client's own consequential loss regardless of cause.

- 7.2. In any case, the Society's maximum liability towards the Client is limited to one hundred and fifty per-cents (150%) of the price paid by the Client to the Society for the performance of the Services. This limit applies regardless of fault by the Society, including breach of contract, breach of warranty, tort, strict liability, breach of statute.

- 7.3. All claims shall be presented to the Society in writing within three (3) months of the Services' performance or (if later) the date when the events which are relied on were first discovered by the Client. Any claim not so presented as defined above shall be deemed waived and absolutely time barred.

8. INDEMNITY CLAUSE

- 8.1. The Client agrees to release, indemnify and hold harmless the Society from and against any and all claims, demands, lawsuits or actions for damages, including legal fees, for harm or loss to persons and/or property tangible, intangible or otherwise which may be brought against the Society, incidental to, arising out of or in connection with the performance of the Services except for those claims caused solely and completely by the negligence of the Society, its officers, employees, servants, agents or subcontractors.

9. TERMINATION

- 9.1. The Parties shall have the right to terminate the Services (and the relevant contract) for convenience after giving the other Party thirty (30) days' written notice, and without prejudice to clause 6 above.

- 9.2. In such a case, the class granted to the concerned Unit and the previously issued certificates shall remain valid until the date of effect of the termination notice issued, subject to compliance with clause 4.1 and 6 above.

10. FORCE MAJEURE

- 10.1. Neither Party shall be responsible for any failure to fulfil any term or provision of the Conditions if and to the extent that fulfilment has been delayed or temporarily prevented by a force majeure occurrence without the fault or negligence of the Party affected and which, by the exercise of reasonable diligence, the said Party is unable to provide against.

- 10.2. For the purpose of this clause, force majeure shall mean any circumstance not being within a Party's reasonable control including, but not limited to: acts of God, natural disasters, epidemics or pandemics, wars, terrorist attacks, riots, sabotages, impositions of sanctions, embargoes, nuclear, chemical or biological contaminations, laws or action taken by a government or public authority, quotas or prohibition, expropriations, destructions of the worksite, explosions, fires, accidents, any labour or trade disputes, strikes or lockouts

11. CONFIDENTIALITY

- 11.1. The documents and data provided to or prepared by the Society in performing the Services, and the information made available to the Society, are treated as confidential except where the information:

- is already known by the receiving Party from another source and is properly and lawfully in the possession of the receiving Party prior to the date that it is disclosed;
- is already in possession of the public or has entered the public domain, otherwise than through a breach of this obligation;
- is acquired independently from a third party that has the right to disseminate such information;
- is required to be disclosed under applicable law or by a governmental order, decree, regulation or rule or by a stock exchange authority (provided that the receiving Party shall make all reasonable efforts to give prompt written notice to the disclosing Party prior to such disclosure).

- 11.2. The Society and the Client shall use the confidential information exclusively within the framework of their activity underlying these Conditions.

- 11.3. Confidential information shall only be provided to third parties with the prior written consent of the other Party. However, such prior consent shall not be required when the Society provides the confidential information to a subsidiary.

- 11.4. The Society shall have the right to disclose the confidential information if required to do so under regulations of the International Association of Classification Societies (IACS) or any statutory obligations.

12. INTELLECTUAL PROPERTY

- 12.1. Each Party exclusively owns all rights to its Intellectual Property created before or after the commencement date of the Conditions and whether or not associated with any contract between the Parties.

- 12.2. The Intellectual Property developed for the performance of the Services including, but not limited to drawings, calculations, and reports shall remain exclusive property of the Society.

13. ASSIGNMENT

- 13.1. The contract resulting from these Conditions cannot be assigned or transferred by any means by a Party to a third party without the prior written consent of the other Party.

- 13.2. The Society shall however have the right to assign or transfer by any means the said contract to a subsidiary of the Bureau Veritas Group.

14. SEVERABILITY

- 14.1. Invalidity of one or more provisions does not affect the remaining provisions.

- 14.2. Definitions herein take precedence over other definitions which may appear in other documents issued by the Society.

- 14.3. In case of doubt as to the interpretation of the Conditions, the English text shall prevail.

15. GOVERNING LAW AND DISPUTE RESOLUTION

- 15.1. The Conditions shall be construed and governed by the laws of England and Wales.

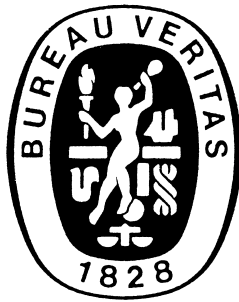
- 15.2. The Society and the Client shall make every effort to settle any dispute amicably and in good faith by way of negotiation within thirty (30) days from the date of receipt by either one of the Parties of a written notice of such a dispute.

- 15.3. Failing that, the dispute shall finally be settled by arbitration under the LCIA rules, which rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be three (3). The place of arbitration shall be London (UK).

16. PROFESSIONAL ETHICS

- 16.1. Each Party shall conduct all activities in compliance with all laws, statutes, rules, and regulations applicable to such Party including but not limited to: child labour, forced labour, collective bargaining, discrimination, abuse, working hours and minimum wages, anti-bribery, anti-corruption. Each of the Parties warrants that neither it, nor its affiliates, has made or will make, with respect to the matters provided for hereunder, any offer, payment, gift or authorization of the payment of any money directly or indirectly, to or for the use or benefit of any official or employee of the government, political party, official, or candidate.

- 16.2. In addition, the Client shall act consistently with the Society's Code of Ethics of Bureau Veritas. <http://www.bureauveritas.com/home/about-us/ethics+and+compliance/>



GUIDANCE NOTE NI 545

Guidance for the Lay-Up and Reactivation of Ships

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SECTION 1 GENERAL

1 General

1.1 Introduction

1.1.1 Under P&I Policies, the Owner normally has the obligation to maintain its ship in class and to comply with the applicable statutory requirements of the Flag State.

1.1.2 In addition to the classification requirements and Flag States's statutory regulations, laid-up ships are normally subject to the following:

- national and local regulations from the Coastal State and Port Authorities
- agreement by Hull and Machinery insurers
- criteria and recommendations for lay-up arrangements developed by P&I Clubs
- manufacturer's recommendations, specifically for machinery equipment on long-term protection and maintenance of their equipment.

1.1.3 The guidelines are aimed at providing Owners, within the above framework, with recommendations for the choice of lay-up, guidance for safety conditions, recommendations for preservation measures and maintenance, guidance for lay-up site and mooring arrangements, along with explanations for classification surveys.

1.1.4 For vessels fitted with a dynamic positioning system, guidance for lay-up given in NI 649 "Guidance for the lay-up and reactivation of DP vessels" is to be used in conjunction with the present Guidance Note.

1.2 Objective

1.2.1 The objective of this Guidance Note is to provide the Owner with recommendations assisting him to protect his assets during the lay-up period and enabling him to have a "Lay-up attestation" issued by Bureau Veritas further to satisfactory assessment (see Sec 2 and Sec 3).

1.2.2 When the lay-up comply with the emergency procedures and the pollution prevention provisions defined in Sec 4, a "Green Lay-up Label" may be assigned to the "Lay-up attestation".

1.2.3 The conditions for issuance of the "lay up attestation" to be issued by Bureau Veritas, upon request of the Owner and further to satisfaction assessment of the lay-up situation are defined in Sec 5.

This attestation may be used by the Owner towards third parties, such as P&I Clubs, underwriters, and other parties.

1.3 Classification Rules

1.3.1 The present Guidance Note comes in addition to the requirement given in the Rules for the Classification of Steel Ships, NR467, Pt A, Ch 2, Sec 2 and NR467, Pt A, Ch 3, App 1.

It should be noted that the latest published Rules of the Bureau Veritas Marine Division, and the General Conditions are applicable.

It is also reminded here that a ship put out commission may be subject to specific provisions for maintenance of class, as specified in BV Rules, provided that the Owner notifies BV of the fact.

When a ship stops trading and is put out of commission for a certain period, i.e is laid-up, the normal survey requirements may not longer apply provided that the Owner notifies the Society of this fact. The Owner is also to submit a lay-up maintenance program to BV for approval.

SECTION 2 TYPES OF LAY-UP

1 Choice of the type and extent of lay-up

1.1 Extent of lay-up

1.1.1 The extent to which a Ship Owner will lay-up its ship depends on various factors, including:

- expected period of lay-up
- need to reduce overhead running/operational costs
- anticipated time to resumption of trading
- time and expenses needed for re-commissioning
- intended situation after re-commissioning (trade, repair yard, scrap yard)
- age of the ship
- value of the ship in respect to scrap/recycling value.

1.2 Type of lay-up

1.2.1 Depending on the type of lay-up:

- “Hot” lay-up, as detailed in Article [2] and Tab 1, or
- “Cold” lay-up, as detailed in Article [3] and Tab 1,

the degree of involved risk varies and the P&I Policies on return of calls will be different between these two types of lay-up condition.

In addition to the absence of cargo on-board and the criteria listed here below, the presence, or absence, of seamen on-board is a key differentiation for determination of the type of lay-up, of the subsequent increased or reduced P&I risks.

2 “Hot” lay-up

2.1 General

2.1.1 In general, “Hot” lay-up is usually relatively short term and means that the vessel has been laid-up with reduced crew onboard and may have some ship’s machinery still operating,

2.2 Period

2.2.1 This lay-up condition is normally appropriate for up to 12 months out of commission. The P&I Policies normally require the ship to be laid-up for at least 30 consecutive days in order to qualify for a laid-up return.

2.3 Manning

2.3.1 The ship has reduced crew on-board as the ship’s manning is generally reduced below the manning level required under the Flag State safe manning document and in accordance with any applicable requirement from other involved parties, namely local authorities and insurance companies.

2.4 Machinery operation

2.4.1 The ship has some of the machinery maintained under working conditions and kept operational by the skeleton crew on-board.

2.5 Reactivation

2.5.1 The ship can be reactivated with reduced cost, time and effort, normally in the range of less than 1 week re-commissioning time.

3 “Cold” lay-up

3.1 General

3.1.1 In general, “Cold” lay-up is relatively long period and means that the vessel has been laid-up with no ship’s machinery in operation.

3.2 Period

3.2.1 This lay-up condition is normally appropriate over 12 months out of commission.

Table 1 : Lay-up type overview

	“Hot” lay-up	“Cold” Lay-up
Class status	Laid-up	
Lay-up period	Less than 12 months	More than 12 months
Manning	Reduced crew	One or more watchmen
Vessel status	Some machinery in working conditions	Machinery shut down, only emergency generator
Class requirements	<ul style="list-style-type: none"> • Annual lay-up condition survey in lieu of the normal annual survey (reduced to fire safety, watertight integrity, bilge system and equipment in working conditions). • All other periodical surveys are postponed at the re-commissioning time of the unit. 	
Maintenance	Limited	Preservation measures
Reactivation time	1 week	More than 3 weeks

3.3 Manning

3.3.1 A specialist lay-up personnel may be employed, possibly only one or more watchmen, in order to deal with emergency requirements related mainly to fire, flooding, mooring and security aspects.

Requirements and/or guidance from the Flag State, the local authorities and the insurance companies should there again also be investigated and complied with by the Owner, before deciding on the final manning level.

3.4 Machinery operation

3.4.1 The machinery is normally shut-down.

3.5 Reactivation

3.5.1 The ship is normally reactivated within a period of 3 weeks, or more depending on the effective period of lay-up and on the level and scope of maintenance and preservation implemented by the Owner.

The ship might need to be directly dry-docked before trading, depending on the efficiency of the hull preservation during the lay-up period, on the possible hull degradation and depending on the classification requirements for maintenance of class in case the bottom survey in dry-dock became overdue during the lay-up period.

On modern ships, the efficient preservation maintenance of automated systems, computerised equipment and electronic gears is to be carefully planned and considered by the Owner, in order to ensure that these sophisticated systems will not deteriorate and will restart correctly.

More generally speaking, a “cold” lay-up situation is to be carefully prepared by the Owner, in terms of manning, lay-up site, mooring arrangements, safety and security conditions, preservation, maintenance and inspection measures, classification survey requirements, in collaboration and consultation with all other Parties, in order to avoid machinery or hull degradation, long term damages to the machinery and a subsequent costly and long reactivation.

SECTION 3

SAFETY CONDITIONS, PRESERVATION AND MAINTENANCE MEASURES, CHOICE OF LAY-UP SITE, MOORING ARRANGEMENTS, CLASSIFICATION SURVEYS

1 Introduction

1.1 Lay-up maintenance programme

1.1.1 A lay-up maintenance programme is to be submitted by the Owner to the Society including the safety conditions to be kept throughout the lay-up period, the measures taken to preserve the maintenance of the ship throughout the lay-up period, the survey requirements to be complied with for lay-up, maintenance of class and reactivation.

The procedures and associated surveys scheme are presented in Fig 1.

2 Content of the lay-up maintenance programme

2.1 Safety Conditions

2.1.1 Safety conditions to be kept throughout the lay-up period include:

- power supply
- manning
- fire protection and fire fighting
- protection against explosion
- safety equipment
- emergency power.

Refer to the Rules for the Classification of Steel Ships, NR467, Pt A, Ch 2, Sec 2 and NR467, Pt A, Ch 3, App 1 for detailed requirements.

2.2 Preservation measures for lay-up and maintenance

2.2.1 A lay-up book is to be kept on board, in which the maintenance work and tests carried out during the lay-up period are to be entered with the corresponding dates.

The nature and frequency of the maintenance, inspections and tests are also to be defined in the lay-up log book.

Measures for preservation and maintenance during the lay-up period, include:

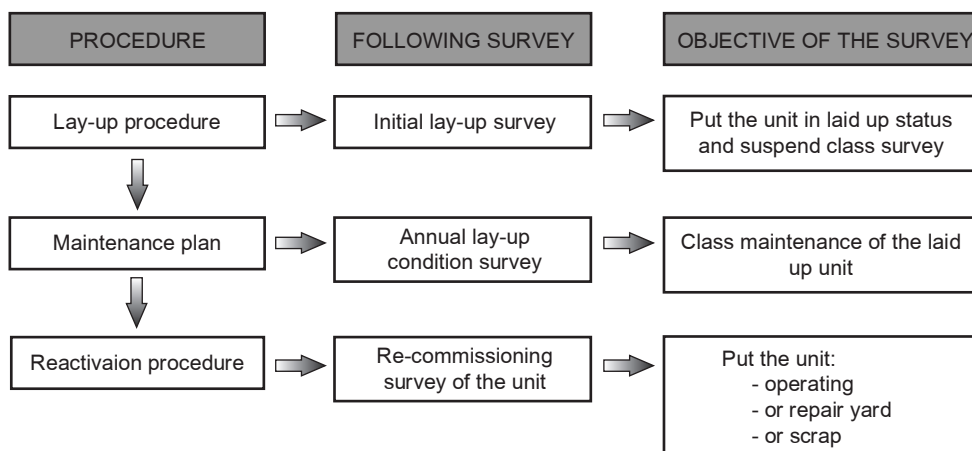
- exposed parts of the hull
- internal spaces
- deck fittings
- machinery (main turbines, reduction gears, auxiliary turbine-driven machinery, condensers and heat exchangers, auxiliary machinery piping, diesel engines shaft lines, electrical installations, steering gear, boilers, automation equipment).

Refer to the Rules for the Classification of Steel Ships, NR467, Pt A, Ch 2, Sec 2 and NR467, Pt A, Ch 3, App 1 for detailed requirements.

2.3 Classification surveys

2.3.1 Refer to the Rules for the Classification of Steel Ships, NR467, Pt A, Ch 2, Sec 2 and NR467, Pt A, Ch 3, App 1 for detailed requirements.

Figure 1 : Lay-up Scheme



3 Lay-up site and mooring arrangements

3.1 General

3.1.1 The choice and suitability of the lay-up site, as well as the type of mooring conditions, the mooring arrangements and their efficiency during the lay-up period remain the responsibility of the Owner.

However, at the Owner's request, the mooring arrangements may be reviewed by the Society.

Refer to the Rules for the Classification of Steel Ships, NR467, Pt A, Ch 2, Sec 2 and NR467, Pt A, Ch 3, App 1 for detailed requirements.

4 Reactivation

4.1 Preparation

4.1.1 Before initiating the reactivation procedure, a complete condition assessment of the vessel may be achieved in order to assess the extent of the re-commissioning scope of the unit. This condition assessment survey may also assist to prepare the reactivation procedure.

SECTION 4

GREEN LAY-UP LABEL

1 Introduction

1.1 General

1.1.1 This section contains requirements to be applied for granting the **GREEN LAY-UP** label. These requirements come in addition to the those given in Sec 1 which also remain applicable.

2 Green lay-up requirements

2.1 Emergency procedures

2.1.1 The vessel shall have shore based assistance (e.g. emergency response service) maintained during the laid-up period. The shore based assistance shall ensure a quick response in case of emergencies (oil spill, collision/grounding, fire or any other accidental situation).

2.1.2 The shore based emergency response contractor should be contracted for the laid-up period and yearly emergency drill should be carried out.

2.1.3 A risk analysis shall be performed in order to prepare the emergency procedure. This risk analysis and the emergency procedure shall be submitted for information.

Note 1: for oil spill, if onboard SOPEP (Ship Oil Pollution Emergency Plan) equipment is available then SOPEP contracted Company may be sufficient.

2.1.4 The loading condition of the vessel during the lay-up describing in particular filling status of all capacities and weight distribution shall be available in case of emergency.

2.1.5 An emergency response service, as described in NR556 Emergency Response Service or equivalent, may be subscribed for the ship for the duration of the lay-up period.

In compliance with the requirements of NR556, a notation **ERS** may be granted to the ship during lay-up.

Note 1: In general, ships granted with a notation **ERS** prior to the vessel lay-up may fulfill the provision of [2.1].

2.2 Pollution prevention

2.2.1 Discharge to the sea is not permitted.

2.2.2 Provisions for the reception of garbage, sewage, sludge and other waste to shore shall be arranged and verified.

2.3 Air pollution

2.3.1 In principle the vessel will be supplied by shore power for the duration of the lay-up period thereby offsetting the need for self-generated power. However where a generator is used for power supply purposes then this shall comply with the MARPOL annex VI requirements for air emission.

2.4 Noise levels

2.4.1 Noise levels must be compared with the following acceptable noise limits at point of measurement and to be measured during night time:

a) Maximum noise limit:

60 dBA

b) Maximum allowable difference between site operations and stopped operation (could be interpreted as before and after the vessel is on site):

3 dBA.

2.4.2 The point of measurement for above criteria is to be the following:

a) Lay-up in port areas on a jetty or a quay:

25 m from the ship

b) Lay-up at anchoring point:

closest inhabited area.

2.4.3 Instrumentation data processing and analysis are described in the Rules for the Classification of Steel Ships, NR467, Pt F, Ch 6, Sec 1 for the designed locations to be assessed.

2.4.4 In compliance with NR614 Underwater Radiated Noise, the vessel underwater noise signature may be assessed and a notation **URN-specified vessel** may be granted to the ship for the duration of the lay-up period.

2.5 Corrosion protection

2.5.1 Corrosion protection for the ship is to be ensured during lay-up period in order to avoid any situation where paint particles may be released into the water.

SECTION 5

BUREAU VERITAS “LAY-UP ATTESTATION”

1 Introduction

1.1

1.1.1 Upon request from the Owner, Bureau Veritas can issue a BV “Lay-up attestation”, as per model given in App 1. The conditions for issuance of such attestation are given in Article [3] below.

2 Objectives

2.1

2.1.1 During a ship's lay-up situation, Owners are normally required to provide evidence of the following, to P&I Clubs, in order to get return of calls after lay-up:

- the ship has been laid-up for at least 30 consecutive days.
- the ship's class is maintained and the classification survey requirements for “lay-up” status according to the Classification Rules are fulfilled.
- no cargo is on board.
- type of lay-up, i.e “hot” or “cold” lay-up.
- the mooring arrangements have been reviewed by the Society.

In all cases, it remains Owner's responsibility to verify the relevant P&I Club and Marine Insurance Policies in order to get appropriate return of calls.

3 Conditions for issuance

3.1 Period of lay-up

3.1.1 Within the scope of classification, a laying-up survey is to be carried out at the beginning of the lay-up period, upon Owner's request.

Upon satisfactory completion of this survey, an endorsement to confirm that the ship has been placed in lay-up is entered on the Certificate of Classification, which is subsequently to be kept on-board.

The Owner shall submit a written statement to BV confirming the lay-up period has been at least 30 consecutive days from the completion of the initial laying-up survey.

3.2 Maintenance of class

3.2.1 The classification survey requirements for maintenance of class are detailed in BV Rules and include:

- an initial laying-up survey
- annual lay-up condition surveys
- a re-commissioning survey.

Refer to the Rules for the Classification of Steel Ships, NR467, Pt A, Ch 2, Sec 2 and NR467, Pt A, Ch 3, App 1 for detailed requirements.

3.3 Absence of cargo on-board

3.3.1 A cargo is normally being defined as goods under Bills of Lading.

A statement from the Owner confirming that there are no goods under Bills of Lading shall be submitted to the attending BV Surveyor on-board, at the time of the initial laying-up survey.

3.4 Type of lay-up

3.4.1 The type of lay-up will normally be determined by the presence or absence of seamen on-board.

A statement from the Owner attesting the manning level on-board should be submitted to the attending Surveyor.

A copy of the “Safe Manning Document” issued by the Flag State shall be submitted to the attending BV Surveyor at the time of the initial laying-up survey.

3.5 Mooring arrangements

3.5.1 In compliance with Sec 3, [3.1.1], the mooring arrangement may be reviewed by the Society at the Owner's request.

APPENDIX 1

LAY-UP ATTESTATION

1 Lay-up attestation model

1.1

1.1.1 The following page gives a model of BV "Lay-up attestation".



**BUREAU
VERITAS**

LAY-UP ATTESTATION

This is to attest that the undersigned surveyor to Bureau Veritas attended the ship ... BV No ... on the ... for laying-up survey which was carried out with satisfactory results based on the lay-up maintenance program ref: ... dated ... submitted by the Owner.

An endorsement confirming that the ship has been placed in lay-up has been entered on the Certificate of Classification No ... issued on ... expiring

Green Lay-up Label: Yes/No (delete as appropriate)
(Owner's statement ref: dated)

Number of consecutive days of lay-up period (at the time of issuance of this attestation and counted from the completion of the initial laying-up survey): ...
(Owner's statement ref: dated)

Absence of cargo on-board: Yes/No (delete as appropriate)
(Owner's statement ref: dated)

Flag State minimum manning level: ...
(as per "Safe Manning Document" issued by ... ref: ... on the ...)

Manning level on-board
Number of seamen on-board: ...
Number of watchmen on-board, other than seamen: ...
(Owner's statement ref: ... dated ...)

Mooring arrangements reviewed by BV, as per BV Rules for Classification of Steel Ships Pt A, Ch 3, App 1, [4.4]:
Yes/No (delete as appropriate)
If yes, date and reference of BV review: ...

The ship is subject to annual lay-up condition surveys and re-commissioning survey as required by BV Rules for Classification of Steel Ships.

The annual lay-up condition survey(s) was (were) carried out with satisfactory results on the ...
(delete if annual lay-up condition survey not yet carried out at the time of issuance of this attestation)

The re-commissioning survey was carried out with satisfactory results on the...and an endorsement to confirm the carrying out of all relevant surveys required under the re-commissioning survey is entered on the Certificate of Classification No ... issued on ... expiring
(delete if re-commissioning survey not carried out at the time of issuance of this attestation)

Date:
Place: Surveyor' s signature

The latest published Rules of the Bureau Veritas Marine & Offshore and the General Conditions therein are applicable.



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