



*Produced by NSS Jan 2012*

North Star Shipping (Aberdeen) Ltd  
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[www.craig-group.com](http://www.craig-group.com)

### **Mutual Hold Harmless Indemnity Agreement**

This indemnity agreement is made between:

\_\_\_\_\_, a company formed under the Laws of

\_\_\_\_\_, registered number \_\_\_\_\_, and having its registered office  
at:

Street / Road \_\_\_\_\_

Area \_\_\_\_\_

Town / City \_\_\_\_\_

Post Code \_\_\_\_\_

hereinafter called the “REPRESENTATIVE”.

And

**North Star Shipping (Aberdeen) Limited**, a company formed under the laws of  
Scotland, registered number SC037566, and having its registered office at 12  
Queens Road, Aberdeen, AB15 4 ZT, Scotland, hereinafter called “ North Star ”.

Hereinafter the “Parties”.

The REPRESENTATIVE will indemnify, defend and hold harmless North  
Star from and against any and all claims, losses, damages, costs  
(including legal costs), expenses and liabilities, in respect of:

- (a) loss of use, damage to or recovery of property of the  
REPRESENTATIVE.
- (b) personal injury including death or disease to the  
REPRESENTATIVE, or any person acting under the  
instructions of the REPRESENTATIVE.
- (c) personal injury including death or disease or loss of  
or damage to the property of any third party to the  
extent that any such injury, loss or damage is caused  
by the negligence or breach of duty (whether statutory  
or otherwise) of the REPRESENTATIVE. For the  
purposes of this Clause 1(c) “third party” shall mean



any party which is not a member of the  
REPRESENTATIVE or North Star.

howsoever caused including but not limited to the negligence of North  
Star.

North Star will indemnify, defend and hold harmless the REPRESENTATIVE  
from and against any and all claims, losses, damages, costs (including legal  
costs), expenses and liabilities, in respect of:

- (a) loss of use, damage to or recovery of property of  
North Star
- (b) personal injury including death or disease to any  
person employed by, or acting under the  
instructions of North Star.
- (c) personal injury including death or disease or loss of  
or damage to the property of any third party to the  
extent that any such injury, loss or damage is  
caused by the negligence or breach of duty  
(whether statutory or otherwise) of the  
REPRESENTATIVE. For the purposes of this  
Clause 2 (c) "third party" shall mean any party  
which is not a member of the REPRESENTATIVE  
or North Star.

howsoever caused including but not limited to the negligence of the  
REPRESENTATIVE.

Each Party shall bear its own consequential, economic and indirect losses,  
including, without limitation, loss of use, loss of profit, loss of production,  
business interruption and shall indemnify and hold harmless the other Party for  
any liability therefore, irrespective of negligence.

The foregoing indemnities shall be deemed to extend to Parties parent,  
affiliated and subsidiary companies and where appropriate to co-venturers of the  
REPRESENTATIVE and North Star and their respective officers, employees and their  
other contractors of any tier.



*IN WITNESS WHEREOF the Parties have executed this Agreement as follows:*

**The REPRESENTATIVE**

**North Star Shipping (Aberdeen)  
Limited**

By:

By:

Date:

\_\_\_\_\_

Date:

\_\_\_\_\_