



## Towage and 'certificates of safe delivery'

Gard is aware of an increasing tendency for tug operators to furnish vessels with a 'certificate of safe delivery' upon completion of certain kinds of towage services. A signature from the Master is requested and often obtained.

Published 30 July 2025

The information provided in this article is intended for general information only. While every effort has been made to ensure the accuracy of the information at the time of publication, no warranty or representation is made regarding its completeness or timeliness. The content in this article does not constitute professional advice, and any reliance on such information is strictly at your own risk. Gard AS, including its affiliated companies, agents and employees, shall not be held liable for any loss, expense, or damage of any kind whatsoever arising from reliance on the information provided, irrespective of whether it is sourced from Gard AS, its shareholders, correspondents, or other contributors.

This generally applies to services provided when the vessel encounters some kind of problem in port, with harbour tugs already in place or requested to attend via agents.

**We advise shipowners against signing such a certificate** . It is not a legal requirement and can have negative consequences.

The underlying motivation of tug operators in presenting such a certificate may be to fix jurisdiction for a potential common law claim for salvage to England, rather than the natural jurisdiction of the claim, i.e. where the services are provided. Common law claims for salvage *can* be more generous in England than in other jurisdictions such as Germany or the Netherlands and the tug owners in question may seek to capitalize on this disparity.

## Validity of certificates

The validity of such 'certificates of safe delivery' has been tested in the English courts and upheld on one recent occasion. In the '*VB Rebel*' [2025] EWHC 376 (Admiralty) case, the Master of the vessel signed such a certificate believing it was a simple receipt and without making further enquiries into its nature and effect. The Admiralty court found that commercial parties are bound by the documents they sign unless exceptional circumstances arise, and these were not shown. This case highlights the risk of signing such a document which may unwittingly bind the vessel owner

The information provided in this article is intended for general information only. While every effort has been made to ensure the accuracy of the information at the time of publication, no warranty or representation is made regarding its completeness or timeliness. The content in this article does not constitute professional advice, and any reliance on such information is strictly at your own risk. Gard AS, including its affiliated companies, agents and employees, shall not be held liable for any loss, expense, or damage of any kind whatsoever arising from reliance on the information provided, irrespective of whether it is sourced from Gard AS, its shareholders, correspondents, or other contributors.