

SUPPLYTIME 89	SUPPLYTIME 2005	Commentary
<p>The following table provides a clause-by-clause comparison, with commentary, highlighting the differences between SUPPLYTIME 89 and SUPPLYTIME 2005.</p>		
<p>(From Clause 35 (Definitions))</p> <p>"Well" is defined for the purposes of this Charter Party as the time required to drill, test, complete and/or abandon a single borehole including any side-track thereof.</p> <p>"Offshore unit" is defined for the purposes of this Charter Party as any vessel, offshore installation, structure and/or mobile unit used in offshore exploration, construction, pipelaying or repair, exploitation or production.</p> <p>"Offshore site" is defined for the purposes of this Charter Party as the area within three nautical miles of an "offshore unit" from or to which the Owners are requested to take their Vessel by the Charterers.</p> <p>"Employees" is defined for the purposes of this Charter Party as employees, directors, officers, servants, agents or invitees.</p>	<p><b>Definitions</b></p> <p><b>"Owners"</b> shall mean the party stated in Box 2</p> <p><b>"Charterers"</b> shall mean the party stated in Box 3</p> <p><b>"Vessel"</b> shall mean the vessel named in Box 4 and with particulars stated in ANNEX "A"</p> <p><del>"Well" is defined for the purposes of this Charter Party as shall mean</del> the time required to drill, test, complete and/or abandon a single borehole including any side-track thereof.</p> <p><del>"Offshore Unit" is defined for the purposes of this Charter Party as shall mean</del> any vessel, offshore installation, structure and/or mobile unit used in offshore exploration, construction, pipelaying or repair, exploitation or production.</p> <p><del>"Offshore site" is defined for the purposes of this Charter Party as the area within three nautical miles of an "offshore unit" from or to which the Owners are requested to take their Vessel by the Charterers.</del></p> <p>"Employees" is defined for the purposes of this Charter Party as employees, directors, officers, servants, agents or invitees.</p>	<p><b>Definitions</b></p> <p><i>This clause, which was previously found towards the end of SUPPLYTIME 89, contains a list of defined terms.</i></p> <p><i>It should be noted that the term "Employees" includes employees, directors, officers, servant, agents or invitees. This should be kept in mind in the context of the Owners' Group and Charterers' Group in Clause 14(a). In Clause 14(a) "Employees" are included in the list of entities for which each group is responsible under the knock-for-knock liability provisions.</i></p> <p><i>Please refer to the comments under Clause 14(a), (b) and (c).</i></p>
<p><b>1. Period</b></p> <p>(a) The Owners stated in Box 2 let and the Charterers stated in Box 3 hire the Vessel named in Box 4, as specified in ANNEX "A" (hereinafter referred to as "the Vessel"), for the period as stated in Box 9 from the time the Vessel is delivered to the Charterers.</p> <p>(b) Subject to Clause 10(b), the Charterers have the option to extend the Charter Period in direct continuation for the period stated in Box 10(i), but such an option must be declared in accordance with Box 10(ii).</p> <p>(c) The Charter Period shall automatically be extended for the time required to complete the voyage or well (whichever is stated in Box 11(i)) in progress, such time not to exceed the period stated in Box 11(ii).</p>	<p><b>1. Charter Period</b></p> <p>(a) The Owners <del>stated in Box 2</del> let and the Charterers <del>stated in Box 3</del> hire the Vessel <del>named in Box 4, as specified in ANNEX "A" (hereinafter referred to as "the Vessel")</del>, for the period as stated in Box 9 from the time the Vessel is delivered to the Charterers.</p> <p>(b) Subject to Clause <b>12</b>(b), the Charterers have the option to extend the Charter Period in direct continuation for the period stated in Box 10(i), but such an option must be declared in accordance with Box 10(ii).</p> <p>(c) The Charter Period shall automatically be extended for the time required to complete the voyage or well (whichever is stated in Box 11(i)) in progress, such time not to exceed the period stated in Box 11(ii).</p>	<p><b>Clause 1</b></p> <p><i>This Clause sets out the Charter Period. Because a definition of Owners and Charterers has been added to the Definitions Clause (above), the references previously found in this Clause have been removed.</i></p>
<p><b>2. Delivery and Redelivery</b></p> <p>(a) Delivery. - Subject to sub-clause (b) of this Clause the Vessel shall be delivered by the Owners free of cargo and with clean tanks at any time between the date stated in Box 5 and the date stated in Box 6 at the port or place stated in Box 7 where the Vessel can safely lie always afloat.</p> <p>(b) Mobilisation. -</p> <p>(i) The Charterers shall pay a lump sum as stated in Box 12 without discount by way of mobilisation charge in consideration of the</p>	<p><b>2. Delivery and Redelivery</b></p> <p>(a) Delivery. - Subject to <del>sub-clause Clause 2</del>(b) <del>of this Clause</del> the Vessel shall be delivered by the Owners free of cargo and with clean tanks at any time between the date stated in Box 5 and the date stated in Box 6 at the port or place stated in Box 7 where the Vessel can safely lie always afloat.</p> <p>(b) Mobilisation.</p> <p>(i) The Charterers shall pay a lump sum <b>mobilisation charge</b> as stated in Box 12</p>	<p><b>Clause 2</b></p> <p><i>Clause 2(a) provides that the Vessel is to be delivered and redelivered free of cargo and with clean tanks at the agreed port or place. A Vessel chartered in using the SUPPLYTIME form can be used for many different purposes and it is therefore not possible to quantify in the printed text the standard of cleanliness of the tanks required in every case. Users of the</i></p>

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<p>Owners giving delivery at the port or place stated in Box 7. The mobilisation charge shall not be affected by any change in the port or place of mobilisation from that stated in Box 13.</p> <p>(ii) Should the Owners agree to the Vessel loading and transporting cargo and/or undertaking any other service for the Charterers en route to the port of delivery or from the port of redelivery, then all terms and conditions of this Charter Party shall apply to such loading and transporting and/or other service exactly as if performed during the Charter Period excepting only that any lump sum freight agreed in respect thereof shall be payable on shipment or commencement of the service as the case may be, the Vessel and/or goods lost or not lost.</p> <p>(c) Cancelling. - If the Vessel is not delivered by midnight local time on the cancelling date stated in Box 6, the Charterers shall be entitled to cancel this Charter Party. However, if despite the exercise of due diligence by the Owners, the Owners will be unable to deliver the Vessel by the cancelling date, they may give notice in writing to the Charterers at any time prior to the delivery date as stated in Box 5 and shall state in such notice the date by which they will be able to deliver the Vessel. The Charterers may within 24 hours of receipt of such notice give notice in writing to the Owners cancelling this Charter Party. If the Charterers do not give such notice, then the later date specified in the Owners' notice shall be substituted for the cancelling date for all the purposes of this Charter Party. In the event the Charterers cancel the Charter Party, it shall terminate on terms that neither party shall be liable to the other for any losses incurred by reason of the non-delivery of the Vessel or the cancellation of the Charter Party.</p> <p>(d) Redelivery. - The Vessel shall be redelivered on the expiration or earlier termination of this Charter Party free of cargo and with clean tanks at the port or place as stated in Box 8(i) or such other port or place as may be mutually agreed. The Charterers shall give not less than the number of days notice in writing of their intention to redeliver the Vessel, as stated in Box 8(ii).</p> <p>(e) Demobilisation. - The Charterers shall pay a lump sum without discount in the amount as stated in Box 16 by way of demobilisation charge which amount shall be paid on the expiration or on earlier termination of this Charter Party.</p>	<p>without discount <del>by way of mobilisation charge in consideration of the Owners giving delivery at the port or place stated in Box 7. The mobilisation charge shall not be affected by any change in the port or place of mobilisation from that stated in Box 13.</del></p> <p>(ii) Should the Owners agree to the Vessel loading and transporting cargo and/or undertaking any other service for the Charterers en route to the port of delivery or from the port of redelivery, then all terms and conditions of this Charter Party shall apply to such loading and transporting and/or other service exactly as if performed during the Charter Period excepting only that any lump sum freight agreed in respect thereof shall be payable <b>and earned</b> on shipment or commencement of the service as the case may be, the Vessel and/or goods lost or not lost.</p> <p>(c) Cancelling. - If the Vessel is not delivered by midnight local time on the cancelling date stated in Box 6, the Charterers shall be entitled to cancel this Charter Party. However, if <del>despite the exercise of due diligence by the Owners,</del> the Owners will be unable to deliver the Vessel by the cancelling date, they may give notice in writing to the Charterers at any time prior to the delivery date as stated in Box 5 and shall state in such notice the date by which they will be able to deliver the Vessel. The Charterers may within 24 hours of receipt of such notice give notice in writing to the Owners cancelling this Charter Party. If the Charterers do not give such notice, then the later date specified in the Owners' notice shall be substituted for the cancelling date for all the purposes of this Charter Party. In the event the Charterers cancel the Charter Party, it shall terminate on terms that neither party shall be liable to the other for any losses incurred by reason of the non-delivery of the Vessel or the cancellation of the Charter Party.</p> <p>(d) Redelivery. - The Vessel shall be redelivered on the expiration or earlier termination of this Charter Party free of cargo and with clean tanks at the port or place as stated in Box 8(i) or such other port or place as may be mutually agreed. The Charterers shall give not less than the number of days notice in writing of their intention to redeliver the Vessel, as stated in Box 8(ii).</p> <p>(e) Demobilisation. - The Charterers shall pay a lump sum <b>demobilisation charge</b> without discount in the amount as stated in <del>Box 16 by way of demobilisation charge</del> <b>Box 15</b> which amount shall be paid on the expiration or on earlier termination of this Charter Party.</p>	<p><i>form should therefore be aware that the minimum standard of cleanliness might need to be stated in addition to the pre-printed wording of this clause or in Annex A. In that respect it should also be noted that Clause 2(d) Redelivery might need to be corrected to the same effect.</i></p> <p><i>Clause 2(b) provides that a mobilisation charge is payable by the Charterers. Furthermore, the phrase "in consideration of Owners giving delivery" found in the same Clause in SUPPLYTIME 89 was deleted as it was felt to be superfluous.</i></p> <p><i>The change of port or place of mobilisation previously referred to in the last sentence of Clause 2(b)(i) was often deleted by users and consequently the reference has been removed from the revised version altogether.</i></p> <p><i>In Clause 2(b)(i) the term "lump sum mobilisation charge" has been inserted as it is felt that this expresses the intention of the clause more clearly.</i></p> <p><i>An interpellation provision in Clause 2(c) sets out that the Charterers are entitled to cancel the charter party if the Vessel arrives after the cancelling date. However, if the Owners are unable to meet the cancelling date they may give the Charterers notice at any time in writing requesting a new cancelling date. If the Charterers do not react within 24 hours of receipt of the notice, the notified cancelling date becomes the new cancelling date.</i></p> <p><i>The obligation to deliver the Vessel under a time charter is a strict obligation and the reference to due diligence in the SUPPLYTIME 89 version of this Clause was misleading. The reference to "due diligence" was therefore not in context and has subsequently been removed from Clause 2(c). It should be noted that the removal of the phrase does not in anyway change the substance of the Clause as the Charterers always had the option to cancel the charter whether or not the Owners had "done their best" to reach the place of delivery on time. In addition the wording of the last sentence of Clause 2(c) has been</i></p>

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		<p><i>modernised, but again this is not intended to change the meaning of the clause.</i></p>
<p><b>3. Condition of Vessel</b>  (a) The Owners undertake that at the date of delivery under this Charter Party the Vessel shall be of the description and classification as specified in ANNEX "A", attached hereto, and undertake to so maintain the Vessel during the period of service under this Charter Party.</p> <p>(b) The Owners shall before and at the date of delivery of the Vessel and throughout the Charter Period exercise due diligence to make and maintain the Vessel tight, staunch, strong in good order and condition and, without prejudice to the generality of the foregoing, in every way fit to operate effectively at all times for the services as stated in Clause 5.</p>	<p><b>3. Condition of Vessel</b>  (a) The Owners undertake that at the date of delivery under this Charter Party the Vessel shall be of the description and <del>classification</del> <b>Class</b> as specified in ANNEX "A", attached hereto, and <del>undertake to so maintain the Vessel during the period of service under this Charter Party</del> <b>in a thoroughly efficient state of hull and machinery.</b></p> <p><del>(b) The Owners shall before and at the date of delivery of the Vessel and throughout the Charter Period exercise due diligence to make and maintain the Vessel tight, staunch, strong in good order and condition and, without prejudice to the generality of the foregoing, in every way fit to operate effectively at all times for the services as stated in Clause</del></p> <p><b>(b) The Owners shall exercise due diligence to maintain the Vessel in such Class and in every way fit for the service stated in Clause 6 throughout the period of this Charter Party.</b></p>	<p><i>Clause 3</i>  <i>This Clause has been based on the first paragraph of GENTIME Clause 11. According to this new clause the Owners' have an obligation to deliver the Vessel in all respects fit for the service it is going to undertake during the charter period. Furthermore, the Owners must ensure that at the time of delivery the Vessel is in class as agreed in Annex A and that it is in a thorough efficient state.</i></p> <p><i>After delivery of the Vessel and during the currency of the charter there is a due diligence obligation on the part of the Owners to make sure that the Vessel remains in the stated class and in a seaworthy condition.</i></p>
		<p><i>Clause 4</i>  <i>From time to time Charterers may need to make structural alterations to the Vessel and place their own equipment on board.</i></p> <p><i>Often The Owners does not have the specialist knowledge required to maintain such equipment belonging to Charterers and the wording of this clause has therefore been changed to reflect the practice whereby the Owners might undertake repairs to Charterers' equipment if necessary for the safety and efficient performance of the Vessel, but otherwise the responsibility for repairs and maintenance rests with the Charterers.</i></p> <p><i>To avoid the possible duplication of work caused by the Charterers sending teams onboard to do work already undertaken by the Owners, the provision has been amended to contain a formal requirement for the Owners to notify the Charterers (i) that repairs/maintenance is needed and (ii) that the Owners will undertake the work. The responsibility for such alteration and reinstatement rests with the Owners.</i></p>

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		<p><i>Furthermore, for the sake of good order it should be noted that this Clause was the previous Clause 23 in SUPPLYTIME 89.</i></p>
<p><b>4. Survey</b> The Owners and the Charterers shall jointly appoint an independent surveyor for the purpose of determining and agreeing in writing, the condition of the Vessel, any anchor handling and towing equipment specified in Section 5 of ANNEX "A", and the quality and quantity of fuel, lubricants and water at the time of delivery and redelivery hereunder. The Owners and the Charterers shall jointly share the time and expense of such surveys.</p>	<p><b>5. Survey</b> The Owners and the Charterers shall jointly appoint an independent surveyor for the purpose of determining and agreeing in writing, the condition of the Vessel, any anchor handling and towing equipment specified in <del>Section 5 of</del> ANNEX "A", and the quality and quantity of fuel, lubricants and water at the time of delivery and redelivery hereunder. The Owners and the Charterers shall jointly share the time and expense of such surveys.</p>	<p><i>Clause 5 According to this Clause the parties must jointly appoint and share the cost of a surveyor who will determine the condition of the Vessel on delivery and redelivery. The reference to "Section 5 of" before "Annex A" previously found in SUPPLYTIME 89 has been deleted as many parties are known to formulate their own "Annex A" and the reference would therefore be incorrect.</i></p>
<p><b>5. Employment and Area of Operation</b> (a) The Vessel shall be employed in offshore activities which are lawful in accordance with the law of the place of the Vessel's flag and/or registration and of the place of operation. Such activities shall be restricted to the service(s) as stated in Box 18, and to voyages between any good and safe port or place and any place or offshore unit where the Vessel can safely lie always afloat within the Area of Operation as stated in Box 17 which shall always be within Institute Warranty Limits and which shall in no circumstances be exceeded without prior agreement and adjustment of the Hire and in accordance with such other terms as appropriate to be agreed; provided always that the Charterers do not warrant the safety of any such port or place or offshore unit but shall exercise due diligence in issuing their orders to the Vessel as if the Vessel were their own property and having regard to her capabilities and the nature of her employment.</p> <p>Unless otherwise agreed, the Vessel shall not be employed as a diving platform.</p> <p>(b) Relevant permission and licences from responsible authorities for the Vessel to enter, work in and leave the Area of Operation shall be obtained by the Charterers and the Owners shall assist, if necessary, in every way possible to secure such permission and licences.</p> <p>(c) The Vessel's Space. - The whole reach and burden and decks of the Vessel shall throughout the Charter Period be at the Charterers' disposal reserving proper and sufficient space for the Vessel's Master, Officers, Crew, tackle, apparel, furniture, provisions and stores. The Charterers shall be entitled to carry, so far as space is available and for their purposes in connection with their operations:</p>	<p><b>6. Employment and Area of Operation</b> (a) The Vessel shall be employed in offshore activities which are lawful in accordance with the law of the place of the Vessel's flag and/or registration and of the place of operation. Such activities shall be restricted to the service(s) as stated in Box 17, and to voyages between any good and safe port or place and any place or offshore unit where the Vessel can safely lie always afloat within the Area of Operation as stated in Box 16 which shall always be within <del>Institute Warranty</del> <b>International Navigation</b> Limits and which shall in no circumstances be exceeded without prior agreement and adjustment of the Hire and in accordance with such other terms as appropriate to be agreed; provided always that the Charterers do not warrant the safety of any such port or place or offshore unit but shall exercise due diligence in issuing their orders to the Vessel as if the Vessel were their own property and having regard to her capabilities and the nature of her employment.</p> <p>Unless otherwise <del>agreed</del> <b>stated in Box 18(i), the Charterers shall not have the right to use the Vessel for ROV operations. Unless otherwise stated in Box 18(ii)</b>, the Vessel shall not be employed as a diving platform.</p> <p>(b) Relevant permission and licences from responsible authorities for the Vessel to enter, work in and leave the Area of Operation shall be obtained by the Charterers and the Owners shall assist, if necessary, in every way possible to secure such permission and licences.</p> <p>(c) The Vessel's Space. - The whole reach and burden and decks of the Vessel shall throughout the Charter Period be at the Charterers' disposal reserving proper and sufficient space for the Vessel's Master, Officers, Crew, tackle, apparel, furniture, provisions and stores. The Charterers shall be entitled to carry, so far as space is available and for their purposes in</p>	<p><i>Clause 6 The use of the Vessel as a diving platform and for the operation of Remotely Operated Vehicles (ROVs) are common occurrences in the offshore industry. Reference has therefore been made to these activities in Clause 6. Furthermore, a new Box has been inserted in Part I whereby the parties must state if diving/rov operations are required. It is important to note that this means that unless Box 18(i) in Part I is completed, the Charterers will NOT, by default, have permission to carry out diving operation from the Vessel. The parties should note that when the Vessel is used for diving/rov operations additional insurance may be required.</i></p> <p><i>Consistent with other recently published BIMCO documents the reference to "International Warranty Limits" (IWL) has been changed to "International Navigating Limits" (INL). INL came in to force 1 November 2003 and is an amended version of IWL. More information about INL can be found on the BIMCO website.</i></p> <p><i>Clause 6(b) sets out the various tasks which the Vessel's crew will undertake and in Clause 6(c) the procedure for complaints regarding the crew is set out. In Clause 6(d) it is clearly stipulated that the operational control of the Vessel remains with the Owners throughout the charter party.</i></p> <p><i>Clause 6(b), 6(c) and 6(d) have not been changed from the original</i></p>

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<p>(i) Persons other than crew members, other than fare paying, and for such purposes to make use of the Vessel's available accommodation not being used on the voyage by the Vessel's Crew. The Owners shall provide suitable provisions and requisites for such persons for which the Charterers shall pay at the rate as stated in Box 26 per meal and at the rate as stated in Box 27 per day for the provision of bedding and services for persons using berth accommodation.</p> <p>(ii) Lawful cargo whether carried on or under deck.</p> <p>(iii) Explosives and dangerous cargo whether in bulk or packaged, provided proper notification has been given and such cargo is marked and packed in accordance with the national regulations of the Vessel and/or the International Maritime Dangerous Goods Code and/or other pertinent regulations. Failing such proper notification, marking or packing the Charterers shall indemnify the Owners in respect of any loss, damage or liability whatsoever and howsoever arising therefrom. The Charterers accept responsibility for any additional expenses (including re-instatement expenses) incurred by the Owners in relation to the carriage of explosives and dangerous cargo.</p> <p>(iv) Hazardous and noxious substances, subject to Clause 12(g), proper notification and any pertinent regulations.</p> <p>(d) Laying-up of Vessel. - The Charterers shall have the option of laying up the Vessel at an agreed safe port or place for all or any portion of the Charter Period in which case the Hire hereunder shall continue to be paid but, if the period of such lay-up exceeds 30 consecutive days there shall be credited against such Hire the amount which the Owners shall reasonably have saved by way of reduction in expenses and overheads as a result of the lay-up of the Vessel.</p>	<p>connection with their operations:</p> <p>(i) Persons other than crew members, other than fare paying, and for such purposes to make use of the Vessel's available accommodation not being used on the voyage by the Vessel's Crew. The Owners shall provide suitable provisions and requisites for such persons for which the Charterers shall pay at the rate as stated in Box 27 per meal and at the rate as stated in Box 28 per day for the provision of bedding and services for persons using berth accommodation.</p> <p>(ii) Lawful cargo whether carried on or under deck.</p> <p>(iii) Explosives and dangerous cargo whether in bulk or packaged, provided proper notification has been given and such cargo is marked and packed in accordance with the national regulations of the Vessel and/or the International Maritime Dangerous Goods Code and/or other pertinent regulations. Failing such proper notification, marking or packing the Charterers shall indemnify the Owners in respect of any loss, damage or liability whatsoever and howsoever arising therefrom. The Charterers accept responsibility for any additional expenses (including re-instatement expenses) incurred by the Owners in relation to the carriage of explosives and dangerous cargo.</p> <p>(iv) Hazardous <del>and</del> or noxious substances, subject to Clause 14(f), proper notification and any pertinent regulations.</p> <p>(d) Laying-up of Vessel. - The Charterers shall have the option of laying up the Vessel at an agreed safe port or place for all or any portion of the Charter Period in which case the Hire hereunder shall continue to be paid but, if the period of such lay-up exceeds 30 consecutive days, there shall be credited against such Hire the amount which the Owners shall reasonably have saved by way of reduction in expenses and overheads as a result of the lay-up of the Vessel.</p>	<p><i>SUPPLYTIME 89 other than Box and Clause references.</i></p> <p><i>A distinction is made between hazardous and noxious substances referred to in 5(c)(iv) consistent with the change made to Clause 12(g). This has been done to emphasise that material may be hazardous without being noxious.</i></p>
<p><b>6. Master and Crew</b></p> <p>(a) (i) The Master shall carry out his duties promptly and the Vessel shall render all reasonable services within her capabilities by day and by night and at such times and on such schedules as the Charterers may reasonably require without any obligations of the Charterers to pay to the Owners or the Master, Officers or the Crew of the Vessel any excess or overtime payments.</p> <p>The Charterers shall furnish the Master with all instructions and sailing directions and the</p>	<p><b>7. Master and Crew</b></p> <p>(a) (i) The Master shall carry out his duties promptly and the Vessel shall render all reasonable services within her capabilities by day and by night and at such times and on such schedules as the Charterers may reasonably require without any obligations of the Charterers to pay to the Owners or the Master, Officers or the Crew of the Vessel any excess or overtime payments.</p> <p>The Charterers shall furnish the Master with all instructions and sailing directions and the Master and Engineer shall keep</p>	<p><i>Clause 7</i></p> <p><i>According to Clause 7(a)(i) the Charterers may require the Master, Officers and Crew to work overtime. Such overtime will not entitle Master, Officers and Crew to overtime payments. Furthermore, according to Clause 7(a)(ii) the Master is to sign cargo documents such as waybills and the Charterers are to indemnify Owners against the consequences of such action. If waybills are required it is recommended that</i></p>

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<p>Master and Engineer shall keep full and correct logs accessible to the Charterers or their agents.</p> <p>(ii) The Master shall sign cargo documents as and in the form presented, the same, however, not to be Bills of Lading, but receipts which shall be non-negotiable documents and shall be marked as such. The Charterers shall indemnify the Owners against all consequences and liabilities arising from the Master, Officers or agents signing, under the direction of the Charterers, those cargo documents or other documents inconsistent with this Charter Party or from any irregularity in the papers supplied by the Charterers or their agents.</p> <p>(b) The Vessel's Crew if required by Charterers will connect and disconnect electric cables, fuel, water and pneumatic hoses when placed on board the Vessel in port as well as alongside the offshore units; will operate the machinery on board the Vessel for loading and unloading cargoes; and will hook and unhook cargo on board the Vessel when loading or discharging alongside offshore units. If the port regulations or the seamen and/or labour unions do not permit the Crew of the Vessel to carry out any of this work, then the Charterers shall make, at their own expense, whatever other arrangements may be necessary, always under the direction of the Master.</p> <p>(c) If the Charterers have reason to be dissatisfied with the conduct of the Master or any Officer or member of the Crew, the Owners on receiving particulars of the complaint shall promptly investigate the matter and if the complaint proves to be well founded, the Owners shall as soon as reasonably possible make appropriate changes in the appointment.</p> <p>(d) The entire operation, navigation, and management of the Vessel shall be in the exclusive control and command of the Owners, their Master, Officers and Crew. The Vessel will be operated and the services hereunder will be rendered as requested by the Charterers, subject always to the exclusive right of the Owners or the Master of the Vessel to determine whether operation of the Vessel may be safely undertaken. In the performance of the Charter Party, the Owners are deemed to be an independent contractor, the Charterers being</p>	<p>full and correct logs accessible to the Charterers or their agents.</p> <p>(ii) <b>(1) No bills of Lading shall be issued for shipments under this Charter Party.</b>  <b>(2) The Master shall sign cargo documents as and directed by the Charterers in the form presented, the same, however, not to be Bills of Lading, but receipts which shall be that are non-negotiable documents and shall be which are clearly marked as such. The Charterers shall indemnify the Owners against all consequences and liabilities arising from the Master, Officers or agents signing, under the direction of the Charterers, those cargo documents or other documents inconsistent with this Charter Party or from any irregularity in the papers supplied by the Charterers or their agents.</b>  <b>(3) The Charterers shall indemnify the Owners against all liabilities that may arise from the signing of such cargo documents in accordance with the directions of the Charterers to the extent that the terms of such cargo documents impose more onerous liabilities than those assumed by the Owners under the terms of this Charter Party.</b></p> <p>(b) The Vessel's Crew if required by Charterers will connect and disconnect electric cables, fuel, water and pneumatic hoses when placed on board the Vessel in port as well as alongside the offshore units; will operate the machinery on board the Vessel for loading and unloading cargoes; and will hook and unhook cargo on board the Vessel when loading or discharging alongside offshore units. If the port regulations or the seamen and/or labour unions do not permit the Crew of the Vessel to carry out any of this work, then the Charterers shall make, at their own expense, whatever other arrangements may be necessary, always under the direction of the Master.</p> <p>(c) If the Charterers have reason to be dissatisfied with the conduct of the Master or any Officer or member of the Crew, the Owners on receiving particulars of the complaint shall promptly investigate the matter and if the complaint proves to be well founded, the Owners shall as soon as reasonably possible make appropriate changes in the appointment.</p> <p>(d) The entire operation, navigation, and management of the Vessel shall be in the exclusive control and command of the Owners, their Master, Officers and Crew. The Vessel will be operated and the services hereunder will be rendered as requested by the Charterers, subject always to the exclusive right of</p>	<p><i>they are issued in the GEN-WAYBILL form.</i></p> <p><i>In the offshore industry it is common practice that cargo belonging to the Charterers is carried, but it is rarely the case that third party cargoes are carried. Consequently Clause 7 expressly states that no Bills of Lading can be issued under the Charter Party.</i></p> <p><i>Clause 7(a)(i), 7(b), 7(c) and 7(d) have not been changed, but Clause 7(a)(ii) has been split in to three Clauses and re-worded to more clearly reflect the intention of the clause without changing the meaning.</i></p> <p><i>The parties should be aware that there might be additional requirements under the ISM code in addition to those listed in the clause.</i></p>

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<p>concerned only with the results of the services performed.</p>	<p>the Owners or the Master of the Vessel to determine whether operation of the Vessel may be safely undertaken. In the performance of the Charter Party, the Owners are deemed to be an independent contractor, the Charterers being concerned only with the results of the services performed.</p>	
<p><b>7. Owners to Provide</b></p> <p>(a) The Owners shall provide and pay for all provisions, wages and all other expenses of the Master, Officers and Crew; all maintenance and repair of the Vessel's hull, machinery and equipment as specified in ANNEX "A"; also, except as otherwise provided in this Charter Party, for all insurance on the Vessel, all dues and charges directly related to the Vessel's flag and/or registration, all deck, cabin and engineroom stores, cordage required for ordinary ship's purposes mooring alongside in harbour, and all fumigation expenses and de-ratisation certificates. The Owners' obligations under this Clause extend to cover all liabilities for consular charges appertaining to the Master, Officers and Crew, customs or import duties arising at any time during the performance of this Charter Party in relation to the personal effects of the Master, Officers and Crew, and in relation to the stores, provisions and other matters as aforesaid which the Owners are to provide and/or pay for and the Owners shall refund to the Charterers any sums they or their agents may have paid or been compelled to pay in respect of such liability.</p> <p>(b) On delivery the Vessel shall be equipped, if appropriate, at the Owners' expense with any towing and anchor handling equipment specified in Section 5(b) of ANNEX "A". If during the Charter Period any such equipment becomes lost, damaged or unserviceable, other than as a result of the Owners' negligence, the Charterers shall either provide, or direct the Owners to provide, an equivalent replacement at the Charterers' expense.</p>	<p><b>8. Owners to Provide</b></p> <p>(a) The Owners shall provide and pay for all provisions, wages and all other expenses of the Master, Officers and Crew; all maintenance and repair of the Vessel's hull, machinery and equipment as specified in ANNEX "A"; also, except as otherwise provided in this Charter Party, for all insurance on the Vessel, all dues and charges directly related to the Vessel's flag and/or registration, all deck, cabin and engineroom stores, cordage required for ordinary ship's purposes mooring alongside in harbour, and all fumigation expenses and de-ratisation certificates. The Owners' obligations under this Clause extend to cover all liabilities for consular charges appertaining to the Master, Officers and Crew, customs or import duties arising at any time during the performance of this Charter Party in relation to the personal effects of the Master, Officers and Crew, and in relation to the stores, provisions and other matters as aforesaid which the Owners are to provide and/or pay for and the Owners shall refund to the Charterers any sums they or their agents may have paid or been compelled to pay in respect of such liability.</p> <p>(b) On delivery the Vessel shall be equipped, if appropriate, at the Owners' expense with any towing and anchor handling equipment specified in <del>Section 5(b) of ANNEX "A". If during the Charter Period any such equipment becomes lost, damaged or unserviceable, other than as a result of the Owners' negligence, the Charterers shall either provide, or direct the Owners to provide, an equivalent replacement at the Charterers' expense.</del></p>	<p><b>Clause 8</b></p> <p><i>This Clause sets out the Owners obligations under the Charter Party. For example, according to Clause 8(a) Owners are to pay for provisions, crew wages, repairs and maintenance and in accordance with the common practice in many time-charter parties the Owners are to pay a number of charges directly related to the operational management of the ship. No changes have been made to Clause 8(a).</i></p> <p><i>The Vessel must be equipped by the Owners with towing and anchor handling equipment.</i></p> <p><i>The reference in Clause 8(b) to "Section 5(b)" of Annex A has been deleted as the parties to the Charter might choose not to use the BIMCO Annex. Furthermore, the liability provision in the previous Clause 7(b), now 8(b) (Owners to Provide), stating that Charterers are to replace equipment lost or damaged by them during the performance of the charter has been moved to Clause 9(e) which is a more logical place for a provision regarding a Charterers' obligation.</i></p>
<p><b>8. Charterers to Provide</b></p> <p>(a) While the Vessel is on hire the Charterers shall provide and pay for all fuel, lubricants, water, dispersants, firefighting foam and transport thereof, port charges, pilotage and boatmen and canal steersmen (whether compulsory or not), launch hire (unless incurred in connection with the Owners' business), light dues, tug assistance, canal, dock, harbour, tonnage and other dues and charges, agencies and commissions incurred on the Charterers' business, costs for security or other watchmen, and of quarantine (if occasioned by the nature of the cargo carried or the ports visited whilst employed under this Charter Party but not otherwise).</p> <p>(b) At all times the Charterers shall provide and pay for the loading and unloading of cargoes so far as not done by the Vessel's crew, cleaning of cargo tanks, all necessary dunnage, uprights and shoring</p>	<p><b>9. Charterers to Provide</b></p> <p>(a) While the Vessel is on hire the Charterers shall provide and pay for all fuel, lubricants, water, dispersants, firefighting foam and transport thereof, port charges, pilotage and boatmen and canal steersmen (whether compulsory or not), launch hire (unless incurred in connection with the Owners' business), light dues, tug assistance, canal, dock, harbour, tonnage and other dues and charges, agencies and commissions incurred on the Charterers' business, costs for security or other watchmen, and of quarantine (if occasioned by the nature of the cargo carried or the ports visited whilst employed under this Charter Party but not otherwise).</p> <p>(b) At all times the Charterers shall provide and pay for the loading and unloading of cargoes so far as not done by the Vessel's crew,</p>	<p><b>Clause 9</b></p> <p><i>Clauses 9(a) and (b) refer to charges payable by the Charterers, such as fuel, lubricants, water, port charges and pilotage. Although garbage removal is not among the listed items it would nevertheless be included as a "port charge" for which the Charterers are liable. No changes have been made to these two Clauses.</i></p> <p><i>In Clause 9(c) it is stated that the Charterers are to supply documents and operational plans to the Owners which are necessary for the safe operation of the Vessel. These plans are to be returned to the Charterers on redelivery. In this connection it should</i></p>

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<p>equipment for securing deck cargo, all cordage except as to be provided by the Owners, all ropes slings and special runners (including bulk cargo discharge hoses) actually used for loading and discharging, inert gas required for the protection of cargo, and electrodes used for offshore works, and shall reimburse the Owners for the actual cost of replacement of special mooring lines to offshore units, wires, nylon spring lines etc. used for offshore works, all hose connections and adaptors, and further, shall refill oxygen/acetylene bottles used for offshore works.</p> <p>(c) The Charterers shall pay for customs duties, all permits, import duties (including costs involved in establishing temporary or permanent importation bonds), and clearance expenses, both for the Vessel and/or equipment, required for or arising out of this Charter Party.</p>	<p>cleaning of cargo tanks, all necessary dunnage, uprights and shoring equipment for securing deck cargo, all cordage except as to be provided by the Owners, all ropes, slings and special runners (including bulk cargo discharge hoses) actually used for loading and discharging, inert gas required for the protection of cargo, and electrodes used for offshore works, and shall reimburse the Owners for the actual cost of replacement of special mooring lines to offshore units, wires, nylon spring lines etc. used for offshore works, all hose connections and adaptors, and further, shall refill oxygen/acetylene bottles used for offshore works.</p> <p>(c) Upon entering into this Charter Party or in any event no later than the time of delivery of the Vessel the Charterers shall provide the Owners with copies of any operational plans or documents which are necessary for the safe and efficient operation of the Vessel. All documents received by the Owners shall be returned to the Charterers on redelivery.</p> <p>(d) The Charterers shall pay for customs duties, all permits, import duties (including costs involved in establishing temporary or permanent importation bonds), and clearance expenses, both for the Vessel and/or equipment, required for or arising out of this Charter Party.</p> <p>(e) The Charterers shall pay for any replacement of any anchor handling/ towing/lifting wires and accessories which have been placed onboard by the Owners or the Charterers, should such equipment be lost, damaged or become unserviceable, other than as a result of the Owners' negligence.</p> <p>(f) The Charterers shall pay for any fines, taxes or imposts levied in the event that contraband and/or unmanifested drugs and/or cargoes are found to have been shipped as part of the cargo and/or in containers onboard. The Vessel shall remain on hire during any time lost as a result thereof. However, if it is established that the Master, Officers and/or crew are involved in smuggling then any financial security required shall be provided by the Owners.</p>	<p><i>be kept in mind that the parties might have confidentiality obligations under Clause 33 (Confidentiality) even after the expiration of the charter party.</i></p> <p><i>Clause 9(d) assigns costs relating to custom clearance and import duties to the Charterers. No changes have been made to this Sub-clause.</i></p> <p><i>Clause 9(e) is new and states that any loss of, or damage to, equipment placed on board by either the Charterers or the Owners is for the Charterers account.</i></p> <p><i>A new clause 9(f) has been inserted to deal with the payment of fines by the Charterers arising from the discovery of contraband or drugs in the Charterers' cargo. The financial responsibility for illegal smuggling by the Master, Officers or Crew rests with the Owners. Furthermore, users of the form should note that a new Drugs and Alcohol Policy Clause has been inserted as Clause 29.</i></p>
<p><b>9. Bunkers</b> Unless otherwise agreed, the Vessel shall be delivered with bunkers and lubricants as on board and redelivered with sufficient bunkers to reach the next bunkering stage en route to her next port of call. The Charterers upon delivery and the Owners upon redelivery shall take over and pay for the bunkers and lubricants on board at the prices prevailing at the times and ports of delivery and redelivery.</p>	<p><b>10. Bunkers</b> <del>Unless otherwise agreed, the Vessel shall be delivered with bunkers and lubricants as on board and redelivered with sufficient bunkers to reach the next bunkering stage en route to her next port of call. The Charterers upon delivery and the Owners upon redelivery shall take over and pay for the bunkers and lubricants on board at the prices prevailing at the times and ports of delivery and redelivery.</del></p> <p>(a) <b>Quantity at Delivery/Redelivery</b> - The Vessel shall be delivered with at least the quantity of fuel as stated in Box 19 (i) and the Vessel</p>	<p><b>Clause 10</b> <i>This Clause is based on the Bunker Clause found in BOXTIME 2004 with a few minor changes to suit the offshore business.</i></p> <p><i>Clause 10(a) Quantity at Delivery/Redelivery provides that the quantities of fuel onboard at delivery and redelivery should be about the same, subject to the Vessel on redelivery having enough fuel to safely reach the nearest port where bunkers of the</i></p>

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	<p>shall be redelivered with about the same quantity as on delivery, provided always that the quantity of fuels at redelivery is at least sufficient to allow the Vessel to safely reach the nearest port at which fuels of the required type or better are available.</p> <p>(b) <u>Purchase Price</u> - The Charterers shall purchase the fuels on board at delivery at the price prevailing at the time and port of delivery unless otherwise stated in Box 19 (ii) and the Owners shall purchase the fuels on board at redelivery at the price prevailing at the time and port of redelivery unless otherwise stated in Box 19 (iii). The Charterers shall purchase the lubricants on board at delivery at the list price and the Owners shall purchase the lubricants on board at redelivery at the list price.</p> <p>(c) <u>Bunkering</u> - The Charterers shall supply fuel of the specifications and grades stated in Box 19 (iv). The fuels shall be of a stable and homogeneous nature and unless otherwise agreed in writing, shall comply with ISO standard 8217:1996 or any subsequent amendments thereof as well as with the relevant provisions of MARPOL. The Chief Engineer shall co-operate with the Charterers' bunkering agents and fuel suppliers and comply with their requirements during bunkering, including but not limited to checking, verifying and acknowledging sampling, reading or soundings, meters etc. before, during and/or after delivery of fuels. During delivery four representative samples of all fuels shall be taken at a point as close as possible to the Vessel's bunker manifold. The samples shall be labelled and sealed and signed by suppliers, Chief Engineer and the Charterers or their agents. Two samples shall be retained by the suppliers and one each by the Vessel and the Charterers. If any claim should arise in respect of the quality or specification or grades of the fuels supplied, the samples of the fuels retained as aforesaid shall be analysed by a qualified and independent laboratory.</p> <p>(d) <u>Liability</u> - The Charterers shall be liable for any loss or damage to the Owners caused by the supply of unsuitable fuels or fuels which do not comply with the specifications and grades set out in Box 19 (iv) and the Owners shall not be held liable for any reduction in the Vessel's speed performance and/or increased bunker consumption nor for any time lost and any other consequences arising as a result of such supply.</p>	<p><i>required type or better are available.</i></p> <p><i>Clause 10(b) Purchase Price provides the parties with the option to agree upon a purchase price for the bunkers on board at delivery and redelivery, if the relevant Box in Part I is left blank the price is the list price.</i></p> <p><i>In view of the problems often associated with bunkering, SUPPLYTIME 2005 provides more extensive guidelines for the bunkering operation. In Clause 10(c) a specific reference is made to ISO standard 8217:1996 and the relevant provisions of MARPOL. Furthermore, the clause sets out the sampling procedure and procedures in respect of the storage of the collected samples.</i></p> <p><i>Clause 10(d) Liability places full liability on the Charterers for any loss or damage suffered by the Owners caused by the supply of unsuitable fuel. If the Charterers provide bunkers in accordance with the specifications, but nevertheless cause damage to the engines, e.g., due to additives by the bunker supplier, then liability will still rest with the Charterers. Furthermore, the Owners will not be held liable for any reduction in performance or any other consequences arising as a result thereof. Nevertheless, the Owners must prove that unsuitable fuel was the proximate cause of loss or damage.</i></p>
	<p><b>11. BIMCO ISPS/MTSA Clause for Time Charter Parties</b></p> <p>(a) (i) The Owners shall comply with the requirements of the International Code for the Security of Ships and of Port Facilities and the relevant amendments to Chapter XI of SOLAS (ISPS Code) relating to the Vessel and "the Company" (as defined by the ISPS Code). If trading to or from the</p>	<p><i>Clause 11</i>  <i>This is the revised BIMCO ISPS Clause published on 15 June 2005 in the BIMCO Special Circular No. 5. Explanatory Notes for this Standard Clause are available on request from the BIMCO Secretariat.</i></p>

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	<p>United States or passing through United States waters, the Owners shall also comply with the requirements of the US Maritime Transportation Security Act 2002 (MTSA) relating to the Vessel and the “Owner” (as defined by the MTSA).</p> <p>(ii) Upon request the Owners shall provide a copy of the relevant International Ship Security Certificate (or the Interim International Ship Security Certificate) to the Charterers. The Owners shall provide the Charterers with the full style contact details of the Company Security Officer (CSO).</p> <p>(iii) Except as otherwise provided in this Charter Party, loss, damages, expense or delay (excluding consequential loss, damages, expense or delay) caused by failure on the part of the Owners or “the Company” /”Owner” to comply with the requirements of the ISPS Code/MTSA or this Clause shall be for the Owners’ account.</p> <p>(b) (i) The Charterers shall provide the Owners and the Master with their full style contact details and, upon request, any other information the Owners require to comply with the ISPS Code/MTSA. Furthermore, the Charterers shall ensure that all sub-charter parties they enter into during the period of this Charter Party contain the following provision:</p> <p>“The Charterers shall provide the Owners with their full style contact details and, where sub-letting is permitted under the terms of the charter party, shall ensure that the contact details of all sub-charterers are likewise provided to the Owners”.</p> <p>(ii) Except as otherwise provided in this Charter Party, loss, damages, expense or delay (excluding consequential loss, damages, expense or delay) caused by failure on the part of the Charterers to comply with this Clause shall be for the Charterers’ account.</p> <p>(c) Notwithstanding anything else contained in this Charter Party all delay, costs or expenses whatsoever arising out of or related to security regulations or measures required by the port facility or any relevant authority in accordance with the ISPS Code/MTSA including, but not limited to, security guards, launch services, tug escorts, port security fees or taxes and inspections, shall be for the Charterers’ account, unless such costs or expenses result solely from the Owners’ negligence. All measures required by the Owners to comply with the Ship Security Plan shall be for the Owners’ account.</p>	

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	<p>(d) If either party makes any payment which is for the other party's account according to this Clause, the other party shall indemnify the paying party.</p>	
<p><b>10. Hire and Payments</b></p> <p>(a) Hire. - The Charterers shall pay Hire for the Vessel at the rate stated in Box 19 per day or pro rata for part thereof from the time that the Vessel is delivered to the Charterers until the expiration or earlier termination of this Charter Party.</p> <p>(b) Extension Hire. - If the option to extend the Charter Period under Clause 1(b) is exercised, Hire for such extension shall, unless stated in Box 20, be mutually agreed between the Owners and the Charterers.</p> <p>(c) Adjustment of Hire. - The rate of hire shall be adjusted to reflect documented changes, after the date of entering into the Charter Party or the date of commencement of employment, whichever is earlier, in the Owners' costs arising from changes in the Charterers' requirements or regulations governing the Vessel and/or its Crew or this Charter Party.</p> <p>(d) Invoicing. - All invoices shall be issued in the contract currency stated in Box 19. In respect of reimbursable expenses incurred in currencies other than the contract currency, the rate of exchange into the contract currency shall be that quoted by the Central Bank of the country of such other currency as at the date of the Owners' invoice. Invoices covering Hire and any other payments due shall be issued monthly as stated in Box 21(i) or at the expiration or earlier termination of this Charter Party. Notwithstanding the foregoing, bunkers and lubricants on board at delivery shall be invoiced at the time of delivery.</p> <p>(e) Payments. - Payments of Hire, bunker invoices and disbursements for the Charterers' account shall be received within the number of days stated in Box 23 from the date of receipt of the invoice. Payment shall be made in the contract currency in full without discount to the account stated in Box 22.</p> <p>However any advances for disbursements made on behalf of and approved by the Owners may be deducted from Hire due.</p> <p>If payment is not received by the Owners within 5 banking days following the due date the Owners are entitled to charge interest at the rate stated in Box 24 on the amount outstanding from and including the due date until payment is received.</p> <p>Where an invoice is disputed, the Charterers shall in any event pay the undisputed portion of the invoice but shall be entitled to withhold payment of the disputed portion provided that such portion is reasonably disputed and the Charterers specify</p>	<p><b>12. Hire and Payments</b></p> <p>(a) Hire. - The Charterers shall pay Hire for the Vessel at the rate stated in Box 20 per day or pro rata for part thereof from the time that the Vessel is delivered to the Charterers until the expiration or earlier termination of this Charter Party.</p> <p>(b) Extension Hire. - If the option to extend the Charter Period under Clause 1(b) is exercised, Hire for such extension shall, unless stated in Box 21, be mutually agreed between the Owners and the Charterers. <b>Should the parties fail to reach an agreement, then the Charterers' shall not have the option to extend the Charter Period.</b></p> <p>(c) Adjustment of Hire. - The rate of hire shall be adjusted to reflect documented changes, after the date of entering into the Charter Party or the date of commencement of employment, whichever is earlier, in the Owners' costs arising from changes in the Charterers' requirements, or regulations governing the Vessel and/or its Crew or this Charter Party <b>or the application thereof.</b></p> <p>(d) Invoicing. - All invoices shall be issued in the contract currency stated in Box 20. In respect of reimbursable expenses incurred in currencies other than the contract currency, the rate of exchange into the contract currency shall be that quoted by the Central Bank of the country of such other currency as at the date of the Owners' invoice. Invoices covering Hire and any other payments due shall be issued monthly as stated in Box 22(i) or at the expiration or earlier termination of this Charter Party. Notwithstanding the foregoing, bunkers and lubricants on board at delivery shall be invoiced at the time of delivery.</p> <p>(e) Payments. - Payments of Hire, bunker invoices and disbursements for the Charterers' account shall be received within the number of days stated in Box 24 from the date of receipt of the invoice. Payment shall be made in the <b>contract</b> currency <b>stated in Box 20</b> in full without discount to the account stated in Box 23.</p> <p>However any advances for disbursements made on behalf of and approved by the Owners may be deducted from Hire due.</p> <p>If payment is not received by the Owners within 5 banking days following the due date the Owners are entitled to charge interest at the rate stated in Box 25 on the amount outstanding from and including the due date until payment is received.</p>	<p><i>Clause 12</i></p> <p><i>Clause 12(a) reflects the hire period and has been left unchanged. Furthermore, in the old Clause 10(b), (now Clause 12(b)) concerning Extension Hire, it could give rise to legal problems if the parties reached no agreement about the extension of the hire period. The clause has therefore been changed to clearly reflect that if the parties cannot agree on a revised hire rate for the extended charter period then the charter period will not be extended.</i></p> <p><i>According to Clause 12(c) Owners have the option to adjust hire to reflect documented changes in the Owners costs arising out of changes in Charterers' requirements or regulations governing the Vessel. Furthermore, at the end of the clause the phrase "or the application thereof" has been added, but other than that the clause is unchanged.</i></p> <p><i>Clause 12(d) describes the procedures in connection with invoicing. According to the clause, invoices must be issued monthly in the agreed currency. Furthermore, a new line has been added to the clause whereby invoices are to be issued monthly or at the earlier expiration/termination of the charter party.</i></p> <p><i>In Clause 12(e) concerning payments it is now stated that in case the Charterers wish to withhold a certain portion of the hire they must notify the Owners in advance in writing, before the due date. This is a change from SUPPLYTIME 89 where no such notification was required.</i></p> <p><i>Clause 12(f) contains very important new provisions in relation to the Owners' right to withdraw the Vessel from the service of the Charterers in the event they do not pay hire on time.</i></p> <p><i>The right of withdrawal when the Charterers are in default of pay-</i></p>

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<p>such reason. Interest will be chargeable at the rate stated in Box 24 on such disputed amounts where resolved in favour of the Owners. Should the Owners prove the validity of the disputed portion of the invoice, balance payment shall be received by the Owners within 5 banking days after the dispute is resolved. Should the Charterers' claim be valid, a corrected invoice shall be issued by the Owners.</p> <p>In default of payment as herein specified, the Owners may require the Charterers to make payment of the amount due within 5 banking days of receipt of notification from the Owners; failing which the Owners shall have the right to withdraw the Vessel without prejudice to any claim the Owners may have against the Charterers under this Charter Party.</p> <p>While payment remains due the Owners shall be entitled to suspend the performance of any and all of their obligations hereunder and shall have no responsibility whatsoever for any consequences thereof, in respect of which the Charterers hereby indemnify the Owners, and Hire shall continue to accrue and any extra expenses resulting from such suspension shall be for the Charterers' account.</p>	<p>Where an invoice is disputed, the Charterers shall <b>notify the Owners before the due date</b> and in any event pay the undisputed portion of the invoice but shall be entitled to withhold payment of the disputed portion provided that such portion is reasonably disputed and the Charterers specify such reason. Interest will be chargeable at the rate stated in Box <b>25</b> on such disputed amounts where resolved in favour of the Owners. Should the Owners prove the validity of the disputed portion of the invoice, balance payment shall be received by the Owners within 5 banking days after the dispute is resolved. Should the Charterers' claim be valid, a corrected invoice shall be issued by the Owners.</p> <p><del>In default of payment as herein specified, the Owners may require the Charterers to make payment of the amount due within 5 banking days of receipt of notification from the Owners; failing which the Owners shall have the right to withdraw the Vessel without prejudice to any claim the Owners may have against the Charterers under this Charter Party.</del></p> <p><del>While payment remains due the Owners shall be entitled to suspend the performance of any and all of their obligations hereunder and shall have no responsibility whatsoever for any consequences thereof, in respect of which the Charterers hereby indemnify the Owners, and Hire shall continue to accrue and any extra expenses resulting from such suspension shall be for the Charterers' account.</del></p> <p>(f) (i) Where there is a failure to pay Hire by the due date, the Owners shall notify the Charterers in writing of such failure and further may also suspend the performance of any or all of their obligations under this Charter Party until such time as all the Hire due to the Owners under the charter party has been received by the owners. Throughout any period of suspended performance under this Clause, the Vessel is to be and shall remain on Hire. The Owners' right to suspend to suspend performance under this Clause shall be without prejudice to any other rights they may have under this Charter Party.</p> <p>(ii) If after 5 days of the written notification referred to in Clause 12(f)(i) the Hire has still not been received the Owners may at any time while hire remains outstanding withdraw the Vessel from the Charter Party. The right to withdraw is to be exercised promptly and in writing and is not dependent upon the owners first exercising the right to suspend performance of their obligations under the charter party pursuant to Clause 12(f)(i) above. The receipt by the Owners of a payment from the Charterers after the five day period referred to above has ex-</p>	<p><i>ment of hire is a traditional safeguard for the Owners in the time chartering context.</i></p> <p><i>A "Grace Period" provision has been added in Clause 12(f)(i) and (ii). This provision is designed to avoid the abuse of the Owners' right to immediately withdraw the vessel in situations where there have been delays of remittance of hire payments through the banking system at no fault of the Charterers. In some charter forms, the length of the period of grace has been arbitrarily determined, whereas other forms leave it open to the parties to agree on the length of the period of grace normally stipulated as "banking days" and usually combined with notification to the Charterers.</i></p> <p><i>This latter choice has been adopted in Clause 12(f)(ii) and it is strongly recommended to study carefully the provisions of the Clause and to fill in the number of days of grace etc., as agreed, in the correct manner.</i></p> <p><i>On the other hand, any abuse of the period of grace by the Charterers' constant late remittance should be safeguarded against by the provisions of Clause 12(f)(iii).</i></p> <p><i>If the hire happens to be still outstanding on the expiry of the grace period, or any time thereafter, the Owners are entitled without prejudice to withdraw and/or withhold the performance of any and all of their obligations under the charter. Where the hire has not been received, for instance, just when the Vessel is about to load for a new voyage with a charterer who is about to go bankrupt, the Owners run the risk of being saddled with the performance of the new voyage without hire being paid and without cover for expenses falling upon the Charterers. It is too late to withdraw the Vessel if cargo has been loaded and bills of lading have been signed obliging the Owners to perform the voyage according to the bill of lading contract. Such risk is guarded against by the provisions of Clause 12(f)(iv).</i></p> <p><i>As long as the hire remains unpaid after expiration of the grace period, the Owners have the right to</i></p>

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<p>(f) Audit. - The Charterers shall have the right to appoint an independent chartered accountant to audit the Owners' books directly related to work performed under this Charter Party at any time after the conclusion of the Charter Party, up to the expiry of the period stated in Box 25, to determine the validity of the Owners' charges hereunder. The Owners undertake to make their records available for such purposes at their principal place of business during normal working hours. Any discrepancies discovered in payments made shall be promptly resolved by invoice or credit as appropriate.</p>	<p>pired but prior to the notice of withdrawal shall not be deemed a waiver of the Owners' right to cancel the Charter Party.</p> <p>(iii) Where the owners choose not to exercise any of the rights afforded to them by this clause in respect of any particular late payment of Hire, or a series of late payments of hire, under the charter party, this shall not be construed as a waiver of their right either to suspend performance under Clause 12(f)(i) or to withdraw the vessel from the charter party under Clause 12(f)(ii) in respect of any subsequent late payment under this charter party.</p> <p>(iv) The charterers shall indemnify the Owners in respect of any liabilities incurred by the Owners under the Bill of Lading or any other contract of carriage as a consequence of the Owners' proper suspension of and/or withdrawal from any or all of their obligations under this Charter party.</p> <p>(g) Audit. - The Charterers shall have the right to appoint an independent chartered accountant to audit the Owners' books directly related to work performed under this Charter Party at any time after the conclusion of the Charter Party, up to the expiry of the period stated in Box 26, to determine the validity of the Owners' charges hereunder. The Owners undertake to make their records available for such purposes at their principal place of business during normal working hours. Any discrepancies discovered in payments made shall be promptly resolved by invoice or credit as appropriate.</p>	<p>suspend any or all of their obligations under the charter - including the performance of the Vessel. Although this provision may be of some comfort to Owners facing time Charterers who are unable or unwilling to pay, a warning should be given that suspending services of the Vessel may be in conflict with the Owners' obligations to the bill of lading holder. Consequently, the Owners should never invoke this right before consulting their P&amp;I Club.</p> <p>Finally, Clause 12(g) provides the Charterers with the opportunity to audit the Owners' books directly related to work performed under this Charter Party in order to determine the validity of the Owners' charges hereunder. No changes were made to this Sub-clause.</p>
<p><b>11. Suspension of Hire</b></p> <p>(a) If as a result of any deficiency of Crew or of the Owners' stores, strike of Master, Officers and Crew, breakdown of machinery, damage to hull or other accidents to the Vessel, the Vessel is prevented from working, no Hire shall be payable in respect of any time lost and any Hire paid in advance shall be adjusted accordingly provided always however that Hire shall not cease in the event of the Vessel being prevented from working as aforesaid as a result of:</p> <p>(i) the carriage of cargo as noted in Clause 5(c)(iii) and (iv);</p> <p>(ii) quarantine or risk of quarantine unless caused by the Master, Officers or Crew having communication with the shore at any infected area not in connection with the employment of the Vessel without the consent or the instructions of the Charterers;</p>	<p><b>13. Suspension of Hire</b></p> <p>(a) <u>1</u>If as a result of any deficiency of Crew or of the Owners' stores, strike of Master, Officers and Crew, breakdown of machinery, damage to hull or other accidents to the Vessel, the Vessel is prevented from working, no Hire shall be payable in respect of any time lost and any Hire paid in advance shall be adjusted accordingly provided always however that Hire shall not cease in the event of the Vessel being prevented from working as aforesaid as a result of:</p> <p>(i) the carriage of cargo as noted in Clause 6(c)(iii) and (iv);</p> <p>(ii) quarantine or risk of quarantine unless caused by the Master, Officers or Crew having communication with the shore at any infected area not in connection with the employment of the Vessel without the consent or the instructions of the Charterers;</p>	<p><b>Clause 13</b></p> <p>The starting point in Clause 13 is that no hire is payable if the Vessel is prevented from working as a result of a number of incidents for which the Owners have traditionally been responsible, this includes breakdown of machinery or deficiency of Crew, Master or Officers. There are exceptions to this main rule. The Vessel will for example remain on hire if the deficiency or breakdown is caused by the carriage of explosives or other dangerous cargoes such as those listed Clause 6(c). Furthermore, quarantine, deviation in accordance with Charterers request, detention or damage by ice are also excepted.</p> <p>In Sub-clause 13 it is stated that Owners' liability is limited to suspension of hire, that means that</p>

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<p>(iii) deviation from her Charter Party duties or exposure to abnormal risks at the request of the Charterers;</p> <p>(iv) detention in consequence of being driven into port or to anchorage through stress of weather or trading to shallow harbours or to river or ports with bars or suffering an accident to her cargo, when the expenses resulting from such detention shall be for the Charterers' account howsoever incurred;</p> <p>(v) detention or damage by ice;</p> <p>(vi) any act or omission of the Charterers, their servants or agents.</p> <p>(b) Liability for Vessel not Working. - The Owners' liability for any loss, damage or delay sustained by the Charterers as a result of the Vessel being prevented from working by any cause whatsoever shall be limited to suspension of hire.</p> <p>(c) Maintenance and Drydocking. - Notwithstanding sub-clause (a) hereof, the Charterers shall grant the Owners a maximum of 24 hours on hire, which shall be cumulative, per month or pro rata for part of a month from the commencement of the Charter Period for maintenance and repairs including drydocking (hereinafter referred to as "maintenance allowance").</p> <p>The Vessel shall be drydocked at regular intervals. The Charterers shall place the Vessel at the Owners' disposal clean of cargo, at a port (to be nominated by the Owners at a later date) having facilities suitable to the Owners for the purpose of such drydocking.</p> <p>During reasonable voyage time taken in transits between such port and Area of Operation the Vessel shall be on hire and such time shall not be counted against the accumulated maintenance allowance.</p> <p>Hire shall be suspended during any time taken in maintenance repairs and drydocking in excess of the accumulated maintenance allowance.</p> <p>In the event of less time being taken by the Owners for repairs and drydocking or, alternatively, the Charterers not making the Vessel available for all or part of this time, the Charterers shall, upon expiration or earlier termination of the Charter Party, pay the equivalent of the daily rate of Hire then prevailing in addition to Hire otherwise due under this Charter Party in respect of all such time not so taken or made available.</p> <p>Upon commencement of the Charter Period, the Owners agree to furnish the Charterers with the Owners' proposed drydocking schedule and the Charterers agree to make every reasonable effort to assist the Owners in adhering to such predetermined drydocking schedule for the Vessel.</p>	<p>(iii) deviation from her Charter Party duties or exposure to abnormal risks at the request of the Charterers;</p> <p>(iv) detention in consequence of being driven into port or to anchorage through stress of weather or trading to shallow harbours or to river or ports with bars or suffering an accident to her cargo, when the expenses resulting from such detention shall be for the Charterers' account howsoever incurred;</p> <p>(v) detention or damage by ice;</p> <p>(vi) any act or omission of the Charterers, their servants or agents.</p> <p>(b) <u>Liability for Vessel not Working.</u> - The Owners' liability for any loss, damage or delay sustained by the Charterers as a result of the Vessel being prevented from working by any cause whatsoever shall be limited to suspension of hire, <b>except as provided in Clause 11(a)(iii).</b></p> <p>(c) <u>Maintenance and Drydocking.</u> - Notwithstanding <del>sub-clause(a) hereof</del> <b>Clause 13(a)</b>, the Charterers shall grant the Owners a maximum of 24 hours on hire, which shall be cumulative, per month or pro rata for part of a month from the commencement of the Charter Period for maintenance and repairs including drydocking (hereinafter referred to as "maintenance allowance").</p> <p>The Vessel shall be drydocked at regular intervals. The Charterers shall place the Vessel at the Owners' disposal clean of cargo, at a port (to be nominated by the Owners at a later date) having facilities suitable to the Owners for the purpose of such drydocking.</p> <p>During reasonable voyage time taken in transits between such port and Area of Operation the Vessel shall be on hire and such time shall not be counted against the accumulated maintenance allowance.</p> <p>Hire shall be suspended during any time taken in maintenance repairs and drydocking in excess of the accumulated maintenance allowance.</p> <p>In the event of less time being taken by the Owners for repairs and drydocking or, alternatively, the Charterers not making the Vessel available for all or part of this time, the Charterers shall, upon expiration or earlier termination of the Charter Party, pay the equivalent of the daily rate of Hire then prevailing in addition to Hire otherwise due under this Charter Party in respect of all such time not so taken or made available.</p> <p>Upon commencement of the Charter Period, the Owners agree to furnish the Charterers</p>	<p><i>no claim for loss of profit or other claims can be brought to Owners in case of a deficiency.</i></p> <p><i>Finally, in Sub-clause 13(c) in respect of maintenance and drydocking, the Charterers must grant the Owners a maximum of 24 hours on hire cumulative, per month and pro rata. In other words if the 24 hours are not spent in a particular month they will automatically be transferred to the next. That means that after two months Owners will have 48 hours, after two and a half month Owners will have 60 hours and so on. The time it takes for the Vessel to sail from the area of operation to the drydock will count as time on hire and not against the accumulated time. As a comfort to the Charterers it is stated that the Vessel will be drydocked at regular intervals and that the Owners must furnish the Charterers with a drydocking schedule at the commencement of the charter period.</i></p> <p><i>Except for one minor change to Sub-clause 13(b) where a specific reference to the ISPS/MTSA Clause has been inserted, the clause is unchanged from SUPPLYTIME 89.</i></p>

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	<p>with the Owners' proposed drydocking schedule and the Charterers agree to make every reasonable effort to assist the Owners in adhering to such predetermined drydocking schedule for the Vessel.</p>	
<p><b>12. Liabilities and Indemnities</b></p> <p>(a) Owners. - Notwithstanding anything else contained in this Charter Party excepting Clauses 5(c)(iii), 7(b), 8(b), 12(g), 15(c) and 21, the Charterers shall not be responsible for loss of or damage to the property of the Owners or of their contractors and sub-contractors, including the Vessel, or for personal injury or death of the employees of the Owners or of their contractors and sub-contractors, arising out of or in any way connected with the performance of this Charter Party, even if such loss, damage, injury or death is caused wholly or partially by the act, neglect, or default of the Charterers, their employees, contractors or sub-contractors, and even if such loss, damage, injury or death is caused wholly or partially by unseaworthiness of any vessel; and the Owners shall indemnify, protect, defend and hold harmless the Charterers from any and against all claims, costs, expenses, actions, proceedings, suits, demands and liabilities whatsoever arising out of or in connection with such loss, damage, personal injury or death.</p> <p>(b) Charterers. - Notwithstanding anything else contained in this Charter Party excepting Clause 21, the Owners shall not be responsible for loss of, damage to, or any liability arising out of anything towed by the Vessel, any cargo laden upon or carried by the Vessel or her tow, the property of the Charterers or of their contractors and sub-contractors, including their offshore units, or for personal injury or death of the employees of the Charterers or of their contractors and sub-contractors (other than the Owners and their contractors and sub-contractors) or of anyone on board anything towed by the Vessel, arising out of or in any way connected with the performance of this Charter Party, even if such loss, damage, liability, injury or death is caused wholly or partially by the</p>	<p><b>14. Liabilities and Indemnities</b></p> <p><b>(a) Definitions</b>  For the purpose of this Clause "Owners' Group" shall mean: the Owners, and their contractors and sub-contractors, and Employees of any of the foregoing.</p> <p>For the purpose of this Clause "Charterers' Group" shall mean: the Charterers, and their contractors, sub-contractors, co-venturers and customers (having a contractual relationship with the Charterers, always with respect to the job or project on which the Vessel is employed), and Employees of any of the foregoing.</p> <p><b>(b) Knock for Knock</b></p> <p>(i) Owners. - Notwithstanding anything else contained in this Charter Party excepting Clauses 6(c)(iii), 9(b), 9(e), 9(f) 10(d), 11, 12(f)(iv), 14 (d), 15 (b), 18(c), 26 and 27, the Charterers shall not be responsible for loss of or damage to the property of <del>any member of the Owners or of their contractors and sub-contractors</del> Owners' Group, including the Vessel, or for personal injury or death of <del>any member of the employees of the Owners or of their contractors and sub-contractors,</del> Owners' Group arising out of or in any way connected with the performance of this Charter Party, even if such loss, damage, injury or death is caused wholly or partially by the act, neglect, or default of the Charterers' Group, <del>their employees, contractors or sub-contractors,</del> and even if such loss, damage, injury or death is caused wholly or partially by unseaworthiness of any vessel; and the Owners shall indemnify, protect, defend and hold harmless the Charterers from any and against all claims, costs, expenses, actions, proceedings, suits, demands and liabilities whatsoever arising out of or in connection with such loss, damage, personal injury or death.</p> <p>(ii) Charterers. - Notwithstanding anything else contained in this Charter Party excepting Clause 11, 15(a), 16 and 26, the Owners shall not be responsible for loss of, damage to, or any liability arising out of anything towed by the Vessel, any cargo laden upon or carried by the Vessel or her tow, the property of <del>any member of the Charterers' Group, whether owned or of their contractors and sub-contractors chartered,</del> including their <del>offshore units</del>Offshore Units, or for personal injury or death of <del>any member of the employees of the Charterers or of their contractors</del></p>	<p><i>Clause 14</i>  This Clause is recognised as being at the very core of SUPPLYTIME and amendments have only been made where it was considered essential to improve the clarity of the provisions or to reflect changes in commercial practice.</p> <p><i>It will be seen that a preamble has been added to the clause. It now contains an Owners' Group and a Charterers' Group structure. This will facilitate easier reading and understanding of the Clause, without changing the meaning and interpretation. Furthermore, Clause 14 (a) and (b) sets out the Owners' and the Charterers' liability in a knock-for-knock liability regime. This means that each party pays the claims of its own group following an accident.</i></p> <p><i>The principle applies irrespective of blame and seeks to save time and expense in connection with casualties.</i></p> <p><i>Except for minor editorial changes new clause references covering exceptions to the knock-for-knock provisions have been introduced (such as those referring to ISPS and Wreck Removal).</i></p> <p><i>Clause 14(c) concerns performance claims under the charter party and a mutual obligation for each party to defend the other if a claim for which the other party is liable is claimed from the non-liable party. The obligation is extended both to claims under knock-for-knock and performance claims under the Charter Party. The wording of the previous Clause 14(c) was slightly vague and it is felt that the new wording expresses the intentions more clearly.</i></p> <p><i>In Sub-clause 14(d) it is stated that the parties have the right to limit liability according to law, statute or convention. Such limitation could for example be the right to package limitation provided under the Hague Rules.</i></p>

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<p>act, neglect or default of the Owners, their employees, contractors or sub-contractors, and even if such loss, damage, liability, injury or death is caused wholly or partially by the unseaworthiness of any vessel; and the Charterers shall indemnify, protect, defend and hold harmless the Owners from any and against all claims, costs, expenses, actions, proceedings, suits, demands, and liabilities whatsoever arising out of or in connection with such loss, damage, liability, personal injury or death.</p> <p>(c) Consequential Damages. - Neither party shall be liable to the other for, and each party hereby agrees to protect, defend and indemnify the other against, any consequential damages whatsoever arising out of or in connection with the performance or non-performance of this Charter Party, including, but not limited to, loss of use, loss of profits, shut-in or loss of production and cost of insurance.</p> <p>(d) Limitations. - Nothing contained in this Charter Party shall be construed or held to deprive the Owners or the Charterers, as against any person or party, including as against each other, of any right to claim limitation of liability provided by any applicable law, statute or convention, save that nothing in this Charter Party shall create any right to limit liability. Where the Owners or the Charterers may seek an indemnity under the provisions of this Charter Party or against each other in respect of a claim brought by a third party, the Owners or the Charterers shall seek to limit their liability against such third party.</p> <p>(e) Himalaya Clause. -  (i) All exceptions, exemptions, defences, immunities, limitations of liability, indemnities, privileges and conditions granted or provided by this Charter Party or by any applicable statute, rule or regulation for the benefit of the Charterers shall also apply to and be for the benefit of the Charterers' parent, affiliated, related and subsidiary companies; the Charterers' contractors, sub-contractors, clients, joint venturers and joint interest owners (always with respect to the job or project on which the Vessel is employed); their respective employees and their respective underwriters.</p>	<p><del>and sub-contractors (other than the Owners and their contractors and sub-contractors)</del>Charterers' Group or of anyone on board anything towed by the Vessel, arising out of or in any way connected with the performance of this Charter Party, even if such loss, damage, liability, injury or death is caused wholly or partially by the act, neglect or default of the Owners, <del>their employees, contractors or sub-contractors</del>' Group, and even if such loss, damage, liability, injury or death is caused wholly or partially by the unseaworthiness of any vessel; and the Charterers shall indemnify, protect, defend and hold harmless the Owners from any and against all claims, costs, expenses, actions, proceedings, suits, demands, and liabilities whatsoever arising out of or in connection with such loss, damage, liability, personal injury or death.</p> <p>(c) Consequential Damages.  Neither party shall be liable to the other for, <del>and each party hereby agrees to protect, defend and indemnify the other against,</del> any consequential damages whatsoever arising out of or in connection with the performance or non-performance of this Charter Party, <del>including and each party shall protect, defend and indemnify the other from and against all such claims from any member of its Group as defined in Clause 14(a).</del></p> <p>"Consequential damages" shall include, but not be limited to, loss of use, loss of profits, shut-in or loss of production and cost of insurance, <del>whether or not foreseeable at the date of this Charter Party.</del></p> <p>(d) Limitations.  Nothing contained in this Charter Party shall be construed or held to deprive the Owners or the Charterers, as against any person or party, including as against each other, of any right to claim limitation of liability provided by any applicable law, statute or convention, save that nothing in this Charter Party shall create any right to limit liability. Where the Owners or the Charterers may seek an indemnity under the provisions of this Charter Party or against each other in respect of a claim brought by a third party, the Owners or the Charterers shall seek to limit their liability against such third party.</p> <p>(e) Himalaya Clause—  (i) <del>All</del> exceptions, exemptions, defences, immunities, limitations of liability, indemnities, privileges and conditions granted or provided by this Charter Party or by any applicable statute, rule or regulation for the benefit of the Charterers shall also apply to and be for the benefit of the Charterers' parent, affiliated, related and subsidiary companies; the Charterers' contractors, sub-contractors, <del>clients, joint</del>co-venturers and joint interest</p>	<p>Clause 14(e) contains a Himalaya Clause. Contrary to Sub-clause (a) and (b) this clause is deigned to confer benefits on the listed parties and not any rights or obligations. It is simply a vehicle used to overcome the problems with privacy of contract.</p> <p>Only minor changes have been made to Sub-clause 14 (e)(i). "Co-venturers" has been inserted instead of "joint-venturers" in order to keep the clause consistent with the wording chosen for the group definition structure. Furthermore, "clients" has been deleted because (i) the group which should benefit from the Himalaya Clause was already referred to in the clause and (ii) because it was unclear whether the term "clients" widened the scope unnecessarily. The rest of the clause has not been changed from SUPPLYTIME 89.</p> <p>The previous clause 12(f) and Annex C regarding Mutual Waiver of Recourse was deleted as it was no longer needed. The reason for this is that the Mutual Waiver of Recourse provision was originally added when there was uncertainty whether the courts would accept the knock-for-knock principle, however, over time it has been seen that the principle is widely accepted by courts.</p> <p>Clause 14(f) assigns the responsibility for the carriage of hazardous of noxious substances to the Charterers, this includes both damage to the Vessel, other property, personal injury, death or pollution. This Sub-clause has not been changed.</p>

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<p>(ii) All exceptions, exemptions, defences, immunities, limitations of liability, indemnities, privileges and conditions granted or provided by this Charter Party or by any applicable statute, rule or regulation for the benefit of the Owners shall also apply to and be for the benefit of the Owners' parent, affiliated, related and subsidiary companies, the Owners' sub-contractors, the Vessel, its Master, Officers and Crew, its registered owner, its operator, its demise charterer(s), their respective employees and their respective underwriters.</p> <p>(iii) The Owners or the Charterers shall be deemed to be acting as agent or trustee of and for the benefit of all such persons and parties set forth above, but only for the limited purpose of contracting for the extension of such benefits to such persons and parties.</p> <p>(f) Mutual Waiver of Recourse (Optional, only applicable if stated in Box 28, but regardless of whether this option is exercised the other provisions of Clause 12 shall apply and shall be paramount) In order to avoid disputes regarding liability for personal injury or death of employees or for loss of or damage to property, the Owners and the Charterers have entered into, or by this Charter Party agree to enter into, an Agreement for Mutual Indemnity and Waiver of Recourse (in a form substantially similar to that specified in ANNEX "C") between the Owners, the Charterers and the various contractors and sub-contractors of the Charterers.</p> <p>(g) Hazardous and Noxious Substances. - Notwithstanding any other provision of this Charter Party to the contrary, the Charterers shall always be responsible for any losses, damages or liabilities suffered by the Owners, their employees, contractors or sub-contractors, by the Charterers, or by third parties, with respect to the Vessel or other property, personal injury or death, pollution or otherwise, which losses, damages or liabilities are caused, directly or indirectly, as a result of the Vessel's carriage of any hazardous and noxious substances in whatever form as ordered by the Charterers, and the Charterers shall defend, indemnify the Owners and hold the Owners harmless for any expense, loss or liability whatsoever or howsoever arising with respect to the carriage of hazardous or noxious substances.</p>	<p>owners customers (having a contractual relationship with the Charterers, always with respect to the job or project on which the Vessel is employed); their respective employees Employees and their respective underwriters.</p> <p>(ii) All exceptions, exemptions, defences, immunities, limitations of liability, indemnities, privileges and conditions granted or provided by this Charter Party or by any applicable statute, rule or regulation for the benefit of the Owners shall also apply to and be for the benefit of the Owners' parent, affiliated, related and subsidiary companies, the Owners' contractors, sub-contractors, the Vessel, its Master, Officers and Crew, its registered owner, its operator, its demise charterer(s), their respective employees Employees and their respective underwriters.</p> <p>(iii) The Owners or the Charterers shall be deemed to be acting as agent or trustee of and for the benefit of all such persons and parties set forth above, but only for the limited purpose of contracting for the extension of such benefits to such persons and parties.</p> <p><del>(f) Mutual Waiver of Recourse (Optional, only applicable if stated in Box 28, but regardless of whether this option is exercised the other provisions of Clause 12 shall apply and shall be paramount) In order to avoid disputes regarding liability for personal injury or death of employees or for loss of or damage to property, the Owners and the Charterers have entered into, or by this Charter Party agree to enter into, an Agreement for Mutual Indemnity and Waiver of Recourse (in a form substantially similar to that specified in ANNEX "C") between the Owners, the Charterers and the various contractors and sub-contractors of the Charterers.</del></p> <p>(f) Hazardous and/or Noxious Substances. Notwithstanding any other provision of this Charter Party to the contrary, the Charterers shall always be responsible for any losses, damages or liabilities suffered by the Owners, their employees, contractors or sub-contractors' Group, by the Charterers, or by third parties, with respect to the Vessel or other property, personal injury or death, pollution or otherwise, which losses, damages or liabilities are caused, directly or indirectly, as a result of the Vessel's carriage of any hazardous and/or noxious substances in whatever form as ordered by the Charterers, and the Charterers shall defend, indemnify the Owners and hold the Owners harmless for any expense, loss or liability whatsoever or howsoever arising with respect to the carriage of hazardous or noxious substances.</p>	

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<p><b>13. Pollution</b></p> <p>(a) Except as otherwise provided for in Clause 15(c)(iii), the Owners shall be liable for, and agree to indemnify, defend and hold harmless the Charterers against, all claims, costs, expenses, actions, proceedings, suits, demands and liabilities whatsoever arising out of actual or potential pollution damage and the cost of cleanup or control thereof arising from acts or omissions of the Owners or their personnel which cause or allow discharge, spills or leaks from the Vessel, except as may emanate from cargo thereon or therein.</p> <p>(b) The Charterers shall be liable for and agree to indemnify, defend and hold harmless the Owners from all claims, costs, expenses, actions, proceedings, suits, demands, liabilities, loss or damage whatsoever arising out of or resulting from any other actual or potential pollution damage, even where caused wholly or partially by the act, neglect or default of the Owners, their employees, contractors or sub-contractors or by the unseaworthiness of the Vessel.</p>	<p><b>15. Pollution</b></p> <p>(a) Except as otherwise provided for in Clause 18(c)(iii), the Owners shall be liable for, and agree to indemnify, defend and hold harmless the Charterers against, all claims, costs, expenses, actions, proceedings, suits, demands and liabilities whatsoever arising out of actual or <b>potential threatened</b> pollution damage and the cost of cleanup or control thereof arising from acts or omissions of the Owners or their personnel which cause or allow discharge, spills or leaks from the Vessel, except as may emanate from cargo thereon or therein.</p> <p>(b) The Charterers shall be liable for and agree to indemnify, defend and hold harmless the Owners from all claims, costs, expenses, actions, proceedings, suits, demands, liabilities, loss or damage whatsoever arising out of or resulting from any other actual or <b>potential threatened</b> pollution damage, even where caused wholly or partially by the act, neglect or default of the Owners, their <b>employees Employees</b>, contractors or sub-contractors or by the unseaworthiness of the Vessel.</p> <p>(c) The Charterers shall, upon giving notice to the Owners or the Master, have the right (but shall not be obliged) to place on board the Vessel and/or have in attendance at the site of any pollution or threatened incident one or more Charterers' representative to observe the measures being taken by Owners and/or national or local authorities or their respective servants, agents or contractors to prevent or minimise pollution damage and to provide advice, equipment or manpower or undertake such other measures, at Charterers' risk and expense, as are permitted under applicable law and as Charterers believe are reasonably necessary to prevent or minimise such pollution damage or to remove the threat of pollution damage.</p>	<p><i>Clause 15</i>  <i>Clause 15(a) sets out that with the exception of the provisions found in Clause 18(c)(iii), in respect of pollution caused within the offshore site, Owners are liable for pollution damage whether actual or threatened when caused by the Owner or any one he is responsible for as set out in the Clause. In line with the overall knock-for-knock principle which is at the core of this document Clause 15(b) sets out a mirrored liability provision for the Charterers.</i></p> <p><i>With regard to Clause 15(c) dealing with the Charterers attendance following a pollution incident (or threat of an incident), the clause has been based on the pollution clause found in BPTIME 3. However, that clause was too focussed on oil tanker pollution catastrophes, so a number of logical amendments were made in order to suit the specific needs of the offshore sector. The second paragraph was for example amended to focus on the right conferred on the Charterers to place representatives at the scene of an actual or potential pollution incident.</i></p> <p><i>Although this provision was written originally with tanker oil spills in mind, it is still relevant to the offshore supply vessel trade where major oil companies remain highly sensitive to the potential consequences of even the most minor pollution incident.</i></p>
		<p><i>Clause 16 Wreck Removal</i>  <i>This Clause deals with the situation when the Vessel has become a wreck and removal of the Vessel ceases to be salvage under the terms of the hull cover and instead it becomes a P&amp;I liability. This is a situation where the Vessel is either not recoverable or the costs of doing so, render it uneconomic. It should be noted that this wreck removal clause is drafted to reflect the specific requirements of Club cover.</i></p>
<p><b>14. Insurance</b></p> <p>(a) (i) The Owners shall procure and maintain in effect for the duration of this Charter Party, with reputable insurers, the insurances set forth in ANNEX "B".</p>	<p><b>17. Insurance</b></p> <p>(a) (i) The Owners shall procure and maintain in effect for the duration of this Charter Party, with reputable insurers, the insurances set forth in ANNEX "B".</p>	<p><i>Clause 17</i>  <i>Owners must procure and maintain in effect the insurances agreed by the parties and stated in Annex B. Furthermore, according to Clause 17(a)(ii) Charterers</i></p>

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<p>Policy limits shall not be less than those indicated. Reasonable deductibles are acceptable and shall be for the account of the Owners.</p> <p>(ii) The Charterers shall upon request be named as co-insured. The Owners shall upon request cause insurers to waive subrogation rights against the Charterers (as encompassed in Clause 12(e)(i)). Co-insurance and/or waivers of subrogation shall be given only insofar as these relate to liabilities which are properly the responsibility of the Owners under the terms of this Charter Party.</p> <p>(b) The Owners shall upon request furnish the Charterers with certificates of insurance which provide sufficient information to verify that the Owners have complied with the insurance requirements of this Charter Party.</p> <p>(c) If the Owners fail to comply with the aforesaid insurance requirements, the Charterers may, without prejudice to any other rights or remedies under this Charter Party, purchase similar coverage and deduct the cost thereof from any payment due to the Owners under this Charter Party.</p>	<p>Policy limits shall not be less than those indicated. Reasonable deductibles are acceptable and shall be for the account of the Owners.</p> <p>(ii) The Charterers shall upon request be named as co-insured. The Owners shall upon request cause insurers to waive subrogation rights against the Charterers (as encompassed in Clause 14(e)(i)). Co-insurance and/or waivers of subrogation shall be given only insofar as these relate to liabilities which are properly the responsibility of the Owners under the terms of this Charter Party.</p> <p>(b) <u>The Owners shall upon request furnish the Charterers with <b>copies of</b> certificates of insurance which provide sufficient information to verify that the Owners have complied with the insurance requirements of this Charter Party.</u></p> <p>(c) <u>If the Owners fail to comply with the aforesaid insurance requirements, the Charterers may, without prejudice to any other rights or remedies under this Charter Party, purchase similar coverage and deduct the cost thereof from any payment due to the Owners under this Charter Party.</u></p>	<p><i>have the option to be named as co-insured on Owners policy. Co-insurance would often be required by the Charterers because the contract contains knock-for-knock provisions, please refer to the notes for Clause 14 for a more thorough explanation of the Knock-for-knock principle.</i></p> <p><i>The clause also subscribes that Owners must, upon request, furnish Charterers with copies of the insurance certificates. Please refer to Clause 17(b). Finally according to Clause 17(c) Charterers have the option to purchase their own insurances and deduct the cost from the payments due to the Owners, for example hire, if the Owner has not fulfilled his obligations under this clause.</i></p>
<p><b>15. Saving of Life and Salvage</b></p> <p>(a) The Vessel shall be permitted to deviate for the purpose of saving life at sea without prior approval of or notice to the Charterers and without loss of Hire provided however that notice of such deviation is given as soon as possible.</p> <p>(b) Subject to the Charterers' consent, which shall not be unreasonably withheld, the Vessel shall be at liberty to undertake attempts at salvage, it being understood that the Vessel shall be off hire from the time she leaves port or commences to deviate and she shall remain off-hire until she is again in every way ready to resume the Charterers' service at a position which is not less favourable to the Charterers than the position at the time of leaving port or deviating for the salvage services.</p> <p>All salvage monies earned by the Vessel shall be divided equally between the Owners and the Charterers, after deducting the Master's, Officers' and Crew's share, legal expenses, value of fuel and lubricants consumed, Hire of the Vessel lost by the Owners during the salvage, repairs to damage sustained, if any, and any other extraordinary loss or expense sustained as a result of the salvage.</p> <p>The Charterers shall be bound by all measures taken by the Owners in order to secure payment of salvage and to fix its amount.</p> <p>(c) The Owners shall waive their right to claim any award for salvage performed on property owned by or contracted to the Charterers, always provided such property was the object of the operation the</p>	<p><b>18. Saving of Life and Salvage</b></p> <p>(a) <u>The Vessel shall be permitted to deviate for the purpose of saving life at sea without prior approval of or notice to the Charterers and without loss of Hire provided however that notice of such deviation is given as soon as possible.</u></p> <p>(b) Subject to the Charterers' consent, which shall not be unreasonably withheld, the Vessel shall be at liberty to undertake attempts at salvage, it being understood that the Vessel shall be off hire from the time she leaves port or commences to deviate and she shall remain off-hire until she is again in every way ready to resume the Charterers' service at a position which is not less favourable to the Charterers than the position at the time of leaving port or deviating for the salvage services.</p> <p>All salvage monies earned by the Vessel shall be divided equally between the Owners and the Charterers, after deducting the Master's, Officers' and Crew's share, legal expenses, value of fuel and lubricants consumed, Hire of the Vessel lost by the Owners during the salvage, repairs to damage sustained, if any, and any other extraordinary loss or expense sustained as a result of the salvage.</p> <p>The Charterers shall be bound by all measures taken by the Owners in order to secure payment of salvage and to fix its amount.</p> <p>(c) The Owners shall waive their right to claim any award for salvage performed on property</p>	<p><b>Clause 18</b></p> <p><i>This is an important clause which comes in to play during salvage.</i></p> <p><i>The Vessel is at liberty to deviate in order safe life at sea. However, in the case of deviation for the purpose of undertaking salvage operations which are not for the purpose of saving life, the Vessel is only at liberty to deviate, if the Charterers have expressed their consent. Furthermore, the Vessel will be off hire during the salvage operation, and Charterers are entitled to half the salvage pay.</i></p> <p><i>In Clause 15(c) the Owners waive the right to salvage pay for salvage of the Charterers' property, however, Charterers are still liable for salvage pay to the Master, Officers and Crew. This Sub-clause is sometime considered contentious by the Charterers, but it is nevertheless needed because of the legal requirement to make payments to the crew in a salvage situation and it would not be balanced if Owners were liable for this expense. A number of other costs and risks are for the Charterers' account including damage to the Vessel, spills, seepage and emission of pollu-</i></p>

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<p>Vessel was chartered for, and the Vessel shall remain on hire when rendering salvage services to such property. This waiver is without prejudice to any right the Vessel's Master, Officers and Crew may have under any title.</p> <p>If the Owners render assistance to such property in distress on the basis of "no claim for salvage", then, notwithstanding any other provisions contained in this Charter Party and even in the event of neglect or default of the Owners, Master, Officers or Crew:</p> <p>(i) The Charterers shall be responsible for and shall indemnify the Owners against payments made, under any legal rights, to the Master, Officers and Crew in relation to such assistance.</p> <p>(ii) The Charterers shall be responsible for and shall reimburse the Owners for any loss or damage sustained by the Vessel or her equipment by reason of giving such assistance and shall also pay the Owners' additional expenses thereby incurred.</p> <p>(iii) The Charterers shall be responsible for any actual or potential spill, seepage and/or emission of any pollutant howsoever caused occurring within the offshore site and any pollution resulting therefrom wheresoever it may occur and including but not limited to the cost of such measures as are reasonably necessary to prevent or mitigate pollution damage, and the Charterers shall indemnify the Owners against any liability, cost or expense arising by reason of such actual or potential spill, seepage and/or emission.</p> <p>(iv) The Vessel shall not be off-hire as a consequence of giving such assistance, or effecting repairs under sub-paragraph (ii) of this sub-clause, and time taken for such repairs shall not count against time granted under Clause 11(c).</p> <p>(v) The Charterers shall indemnify the Owners against any liability, cost and/or expense whatsoever in respect of any loss of life, injury, damage or other loss to person or property howsoever arising from such assistance.</p>	<p>owned by or contracted to the Charterers, always provided such property was the object of the operation the Vessel was chartered for, and the Vessel shall remain on hire when rendering salvage services to such property. This waiver is without prejudice to any right the Vessel's Master, Officers and Crew may have under any title.</p> <p>If the Owners render assistance to such property in distress on the basis of "no claim for salvage", then, notwithstanding any other provisions contained in this Charter Party and even in the event of neglect or default of the Owners, Master, Officers or Crew:</p> <p>(i) The Charterers shall be responsible for and shall indemnify the Owners against payments made, under any legal rights, to the Master, Officers and Crew in relation to such assistance.</p> <p>(ii) The Charterers shall be responsible for and shall reimburse the Owners for any loss or damage sustained by the Vessel or her equipment by reason of giving such assistance and shall also pay the Owners' additional expenses thereby incurred.</p> <p>(iii) The Charterers shall be responsible for any actual or potential spill, seepage and/or emission of any pollutant howsoever caused occurring within the offshore site and any pollution resulting therefrom wheresoever it may occur and including but not limited to the cost of such measures as are reasonably necessary to prevent or mitigate pollution damage, and the Charterers shall indemnify the Owners against any liability, cost or expense arising by reason of such actual or potential spill, seepage and/or emission.</p> <p>(iv) The Vessel shall not be off-hire as a consequence of giving such assistance, or effecting repairs under <del>sub-paragraph Clause 18(c)(ii) of this sub-clause</del>, and time taken for such repairs shall not count against time granted under Clause 13(c).</p> <p>(v) The Charterers shall indemnify the Owners against any liability, cost and/or expense whatsoever in respect of any loss of life, injury, damage or other loss to person or property howsoever arising from such assistance.</p>	<p><i>tants. Furthermore, since no salvage pay will be due to the Owners the Vessel will remain on hire during the operation, please refer to Clause 15(c)(iv). Finally the Charterers are to indemnify Owners for any liability in respect of damage, personal injury and death in connection with the salvage of Charterers property.</i></p> <p><i>No changes were made to this clause during the revision.</i></p>
<p><b>16. Lien</b> The Owners shall have a lien upon all cargoes for all claims against the Charterers under this Charter Party and the Charterers shall have a lien on the Vessel for all monies paid in advance and not earned. The Charterers will not suffer, nor permit to be continued, any lien or encumbrance incurred by them or their agents, which might have priority over the title and interest of the Owners in the Vessel. Except as provided in Clause 12, the Char-</p>	<p><b>19. Lien</b> The Owners shall have a lien upon all cargoes <del>and equipment</del> for all claims against the Charterers under this Charter Party and the Charterers shall have a lien on the Vessel for all monies paid in advance and not earned. The Charterers will not suffer, nor permit to be continued, any lien or encumbrance incurred by them or their agents, which might have priority over the title and interest of the Owners in the Vessel. Except as provided in Clause 14,</p>	<p><b>Clause 19</b> <i>According to the lien Clause the Charterers have security by lien in the Vessel for all monies earned and paid in advance. The Owners have security for claims against the Charterers by lien in the cargo. Furthermore, the clause reflects that the Charterers must ensure the release of the Vessel if it is arrested by reason of claims,</i></p>

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<p>terers shall indemnify and hold the Owners harmless against any lien of whatsoever nature arising upon the Vessel during the Charter Period while she is under the control of the Charterers, and against any claims against the Owners arising out of the operation of the Vessel by the Charterers or out of any neglect of the Charterers in relation to the Vessel or the operation thereof.</p> <p>Should the Vessel be arrested by reason of claims or liens arising out of her operation hereunder, unless brought about by the act or neglect of the Owners, the Charterers shall at their own expense take all reasonable steps to secure that within a reasonable time the Vessel is released and at their own expense put up bail to secure release of the Vessel.</p>	<p>the Charterers shall indemnify and hold the Owners harmless against any lien of whatsoever nature arising upon the Vessel during the Charter Period while she is under the control of the Charterers, and against any claims against the Owners arising out of the operation of the Vessel by the Charterers or out of any neglect of the Charterers in relation to the Vessel or the operation thereof.</p> <p>Should the Vessel be arrested by reason of claims or liens arising out of her operation hereunder, unless brought about by the act or neglect of the Owners, the Charterers shall at their own expense take all reasonable steps to secure that within a reasonable time the Vessel is released and at their own expense put up bail to secure release of the Vessel.</p>	<p><i>unless the claim is a result of the act or neglect of the Owners. The Clause has not been amended during the revision.</i></p>
<p><b>17. Sublet and Assignment</b>  (a) Charterers. - The Charterers shall have the option of subletting, assigning or loaning the Vessel to any person or company not competing with the Owners, subject to the Owners' prior approval which shall not be unreasonably withheld, upon giving notice in writing to the Owners, but the original Charterers shall always remain responsible to the Owners for due performance of the Charter Party and contractors of the person or company taking such subletting, assigning or loan shall be deemed contractors of the Charterers for all the purposes of this Charter Party. The Owners make it a condition of such consent that additional Hire shall be paid as agreed between the Charterers and the Owners having regard to the nature and period of any intended service of the Vessel.</p> <p>(b) If the Vessel is sublet, assigned or loaned to undertake rig anchor handling and/or towing operations connected with equipment, other than that used by the Charterers, then a daily increment to the Hire in the amount as stated in Box 29 or pro rata shall be paid for the period between departure for such operations and return to her normal duties for the Charterers.</p> <p>(c) Owners. - The Owners may not assign or transfer any part of this Charter Party without the written approval of the Charterers, which approval shall not be unreasonably withheld.</p> <p>Approval by the Charterers of such subletting or assignment shall not relieve the Owners of their responsibility for due performance of the part of the services which is sublet or assigned.</p>	<p><b>20. Sublet and Assignment</b>  (a) Charterers. - The Charterers shall have the option of subletting, assigning or loaning the Vessel to any person or company not competing with the Owners, subject to the Owners' prior approval which shall not be unreasonably withheld, upon giving notice in writing to the Owners, but the original Charterers shall always remain responsible to the Owners for due performance of the Charter Party <del>and contractors of the</del>. The person or company taking such subletting, assigning or loan <b>and their contractors and sub-contractors</b> shall be deemed contractors of the Charterers for all the purposes of this Charter Party. The Owners make it a condition of such consent that additional Hire shall be paid as agreed between the Charterers and the Owners <b>in Box 29,</b> having regard to the nature and period of any intended service of the Vessel.</p> <p><del>(b) If the Vessel is sublet, assigned or loaned to undertake rig anchor handling and/or towing operations connected with equipment, other than that used by the Charterers, then a daily increment to the Hire in the amount as stated in Box 29 or pro rata shall be paid for the period between departure for such operations and return to her normal duties for the Charterers.</del></p> <p>(b) Owners. - The Owners may not assign or transfer any part of this Charter Party without the written approval of the Charterers, which approval shall not be unreasonably withheld.</p> <p>Approval by the Charterers of such subletting or assignment shall not relieve the Owners of their responsibility for due performance of the part of the services which is sublet or assigned.</p>	<p><i>Clause 20</i>  <i>This clause sets out under which terms the Vessel may be sublet to a third party.</i></p> <p><i>Only minor changes of editorial nature have been made to Subclause (a) and (b). Furthermore, the previous Clause 19(b) has been deleted as the use of the Vessel under a sublet should be consistent with main contracts provisions i.e., within the scope of work.</i></p>
<p><b>18. Substitute Vessel</b>  The Owners shall be entitled at any time, whether before delivery or at any other time during the Charter Period, to provide a substitute vessel, subject to the Charterers' prior approval which shall not be unreasonably withheld.</p>	<p><b>21. Substitute Vessel</b>  The Owners shall be entitled at any time, whether before delivery or at any other time during the Charter Period, to provide a substitute</p>	<p><i>Clause 21</i>  <i>No changes have been made to this clause which provides Owners with the opportunity to substitute the Vessel with another similar Vessel if such substitution has</i></p>

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	<p>tute vessel, subject to the Charterers' prior approval which shall not be unreasonably withheld.</p>	<p><i>been approved by the Charterers in advance.</i></p>
<p><b>19. War</b>            (a) Unless the consent of the Owners be first obtained, the Vessel shall not be ordered nor continue to any port or place or on any voyage nor be used on any service which will bring the Vessel within a zone which is dangerous as a result of any actual or threatened act of war, war, hostilities, warlike operations, acts of piracy or of hostility or malicious damage against this or any other vessel or its cargo by any person, body or state whatsoever, revolution, civil war, civil commotion or the operation of international law, nor be exposed in any way to any risks or penalties whatsoever consequent upon the imposition of sanctions, nor carry any goods that may in any way expose her to any risks of seizure, capture, penalties or any other interference of any kind whatsoever by the belligerent or fighting powers or parties or by any government or rulers.</p> <p>(b) Should the Vessel approach or be brought or ordered within such zone, or be exposed in any way to the said risks, (i) the Owners shall be entitled from time to time to insure their interest in the Vessel for such terms as they deem fit up to its open market value and also in the Hire against any of the risks likely to be involved thereby, and the Charterers shall make a refund on demand of any additional premium thereby incurred, and (ii) notwithstanding the terms of Clause 11 Hire shall be payable for all time lost including any loss owing to loss of or injury to the Master, Officers, Crew or passengers or to refusal by any of them to proceed to such zone or to be exposed to such risks.</p> <p>(c) In the event of additional insurance premiums being incurred or the wages of the Master and/or Officers and/or Crew and/or the cost of provisions and/or stores for deck and/or engine room being increased by reason of or during the existence of any of the matters mentioned in sub-clause (a) the amount of any additional premium and/or increase shall be added to the Hire, and paid by the Charterers on production of the Owners' account therefor, such account being rendered monthly.</p> <p>(d) The Vessel shall have liberty to comply with any orders or directions as to departure, arrival, routes, ports of call, stoppages, destination, delivery or in any other way whatsoever given by the government of the nation under whose flag the Vessel sails or any other government or any person (or body) acting or purporting to act with the authority of such government or by any committee or person having under the terms of the war risks insurance on the Vessel the right to give any such orders or directions.</p> <p>(e) In the event of the outbreak of war (whether there be a declaration of war or not) between any of the countries stated in Box 30 or in the event of</p>	<p><b>22. BIMCO War Risks Clause "CONWARTIME 2004"</b></p> <p>(a) For the purpose of this Clause, the words:</p> <p>(i) "Owners" shall include the shipowners, bareboat charterers, disponent owners, managers or other operators who are charged with the management of the Vessel, and the Master; and</p> <p>(ii) "War Risks" shall include any actual, threatened or reported:            war; act of war; civil war; hostilities; revolution; rebellion; civil commotion; warlike operations; laying of mines; acts of piracy; acts of terrorists; acts of hostility or malicious damage; blockades (whether imposed against all vessels or imposed selectively against vessels of certain flags or ownership, or against certain cargoes or crews or otherwise howsoever); by any person, body, terrorist or political group, or the Government of any state whatsoever, which, in the reasonable judgement of the Master and/or the Owners, may be dangerous or are likely to be or to become dangerous to the Vessel, her cargo, crew or other persons on board the Vessel.</p> <p>(b) The Vessel, unless the written consent of the Owners be first obtained, shall not be ordered to or required to continue to or through, any port, place, area or zone (whether of land or sea), or any waterway or canal, where it appears that the Vessel, her cargo, crew or other persons on board the Vessel, in the reasonable judgement of the Master and/or the Owners, may be, or are likely to be, exposed to War Risks. Should the Vessel be within any such place as aforesaid, which only becomes dangerous, or is likely to be or to become dangerous, after her entry into it, she shall be at liberty to leave it.</p> <p>(c) The Vessel shall not be required to load contraband cargo, or to pass through any blockade, whether such blockade be imposed on all vessels, or is imposed selectively in any way whatsoever against vessels of certain flags or ownership, or against certain cargoes or crews or otherwise howsoever, or to proceed to an area where she shall be subject, or is likely to be subject to a belligerents' right of search and/or confiscation.</p> <p>(d) (i) The Owners may effect war risks insurance in respect of the Hull and Machinery of the Vessel and their other interests (including, but not limited to, loss of earnings and detention, the crew and their Protection and Indemnity Risks), and the premiums and/or calls therefor shall be for their account.</p>	<p><i>Clause 22</i>  <i>BIMCO's CONWARTIME 2004, was adopted by the Documentary Committee in November 2004. More information on this clause can be found in BIMCO Bulletin No. 6/2004 page 58.</i></p>

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<p>the nation under whose flag the Vessel sails becoming involved in war (whether there be a declaration of war or not) either the Owners or the Charterers may terminate this Charter Party, whereupon the Charterers shall redeliver the Vessel to the Owners in accordance with PART I if it has cargo on board after discharge thereof at destination or, if debarred under this Clause from reaching or entering it, at a near open and safe port or place as directed by the Owners, or if the Vessel has no cargo on board, at the port or place at which it then is or if at sea at a near, open and safe port or place as directed by the Owners. In all cases Hire shall continue to be paid and, except as aforesaid, all other provisions of this Charter Party shall apply until redelivery.</p> <p>(f) If in compliance with the provisions of this Clause anything is done or is not done, such shall not be deemed a deviation.</p> <p>The Charterers shall procure that all Bills of Lading (if any) issued under this Charter Party shall contain the stipulations contained in sub-clauses (a), (d) and (f) of this Clause.</p>	<p>(ii) If the Underwriters of such insurance should require payment of premiums and/or calls because, pursuant to the Charterers' orders, the Vessel is within, or is due to enter and remain within, or pass through any area or areas which are specified by such Underwriters as being subject to additional premiums because of War Risks, then the actual premiums and/or calls paid shall be reimbursed by the Charterers to the Owners at the same time as the next payment of hire is due, or upon redelivery, whichever occurs first.</p> <p>(e) If the Owners become liable under the terms of employment to pay to the crew any bonus or additional wages in respect of sailing into an area which is dangerous in the manner defined by the said terms, then the actual bonus or additional wages paid shall be reimbursed to the Owners by the Charterers at the same time as the next payment of hire is due, or upon redelivery, whichever occurs first.</p> <p>(f) The Vessel shall have liberty:-</p> <p>(i) to comply with all orders, directions, recommendations or advice as to departure, arrival, routes, sailing in convoy, ports of call, stoppages, destinations, discharge of cargo, delivery, or in any other way whatsoever, which are given by the Government of the Nation under whose flag the Vessel sails, or other Government to whose laws the Owners are subject, or any other Government, body or group whatsoever acting with the power to compel compliance with their orders or directions;</p> <p>(ii) to comply with the order, directions or recommendations of any war risks underwriters who have the authority to give the same under the terms of the war risks insurance;</p> <p>(iii) to comply with the terms of any resolution of the Security Council of the United Nations, the effective orders of any other Supranational body which has the right to issue and give the same, and with national laws aimed at enforcing the same to which the Owners are subject, and to obey the orders and directions of those who are charged with their enforcement;</p> <p>(iv) to discharge at any other port any cargo or part thereof which may render the Vessel liable to confiscation as a contraband carrier;</p> <p>(v) to call at any other port to change the crew or any part thereof or other persons on board the Vessel when there is reason</p>	

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	<p>to believe that they may be subject to internment, imprisonment or other sanctions.</p> <p>(g) If in accordance with their rights under the foregoing provisions of this Clause, the Owners shall refuse to proceed to the loading or discharging ports, or any one or more of them, they shall immediately inform the Charterers. No cargo shall be discharged at any alternative port without first giving the Charterers notice of the Owners' intention to do so and requesting them to nominate a safe port for such discharge. Failing such nomination by the Charterers within 48 hours of the receipt of such notice and request, the Owners may discharge the cargo at any safe port of their own choice.</p> <p>(h) If in compliance with any of the provisions of sub-clauses (b) to (g) of this Clause anything is done or not done, such shall not be deemed a deviation, but shall be considered as due fulfilment of this Charter Party.</p>	
	<p><b>23. War Cancellation Clause 2004</b> Either party may cancel this Charter Party on the outbreak of war (whether there be a declaration of war or not)</p> <p>(a) between any two or more of the following countries: the United States of America; Russia; the United Kingdom; France; and the People's Republic of China, or, (b) between the countries stated in Box 30.</p>	<p><i>Clause 23</i> <i>More information about this standard clause can be found in BIMCO Bulletin No. 6/2004 page 58.</i></p>
<p><b>20. Excluded Ports</b> (a) The Vessel shall not be ordered to nor bound to enter without the Owners' written permission (a) any place where fever or epidemics are prevalent or to which the Master, Officers and Crew by law are not bound to follow the Vessel;</p> <p>(b) any ice-bound place or any place where lights, lightships, marks and buoys are or are likely to be withdrawn by reason of ice on the Vessel's arrival or where there is risk that ordinarily the Vessel will not be able on account of ice to reach the place or to get out after having completed her operations. The Vessel shall not be obliged to force ice nor to follow an icebreaker. If, on account of ice, the Master considers it dangerous to remain at the loading or discharging place for fear of the Vessel being frozen in and/or damaged he has liberty to sail to a convenient open place and await the Charterers' fresh instructions.</p> <p>(c) Should the Vessel approach or be brought or ordered within such place, or be exposed in any way to the said risks, the Owners shall be entitled from time to time to insure their interests in the Vessel and/or Hire against any of the risks likely to be involved thereby on such terms as they shall think fit, the Charterers to make a refund to the Owners of the premium on demand.</p>	<p><b>24. BIMCO Ice Clause for Time Charter Parties</b> (a) The Vessel shall not be obliged to force ice but, subject to the Owners' prior approval having due regard to its size, construction and class, may follow ice-breakers.</p> <p>(b) The Vessel shall not be required to enter or remain in any icebound port or area, nor any port or area where lights, lightships, markers or buoys have been or are about to be withdrawn by reason of ice, nor where on account of ice there is, in the Master's sole discretion, a risk that, in the ordinary course of events, the Vessel will not be able safely to enter and remain at the port or area or to depart after completion of loading or discharging. If, on account of ice, the Master in his sole discretion considers it unsafe to proceed to, enter or remain at the place of loading or discharging for fear of the Vessel being frozen in and/or damaged, he shall be at liberty to sail to the nearest ice-free and safe place and there await the Charterers' instructions.</p> <p>(c) Any delay or deviation caused by or resulting from ice shall be for the Charterers' account and the Vessel shall remain on-hire.</p> <p>(d) Any additional premiums and/or calls required by the Vessel's underwriters due to the</p>	<p><i>Clause 24</i> <i>This clause is the BIMCO General Ice Clause for Time Charter Parties, adopted by the Documentary Committee in November 2004. More information on this clause can be found in BIMCO Bulletin No. 6/2004 page 42.</i></p>

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<p>Notwithstanding the terms of Clause 11 Hire shall be paid for all time lost including any lost owing to loss of or sickness or injury to the Master, Officers, Crew or passengers or to the action of the Crew in refusing to proceed to such place or to be exposed to such risks.</p>	<p>Vessel entering or remaining in any icebound port or area, shall be for the Charterers' account.</p>	
	<p><b>25. Epidemic/Fever</b>  The Vessel shall not be ordered to nor bound to enter without the Owners' written permission any place where fever or epidemics are prevalent or to which the Master, Officers and Crew by law are not bound to follow the Vessel;</p> <p>Notwithstanding the terms of Clause 13, Hire shall be paid for all time lost including any lost owing to loss of or sickness to the Master, Officers, Crew or passengers or to the action of the Crew in refusing to proceed to such place or to be exposed to such risks.</p>	<p><i>Clause 25</i>  The Epidemic / Fever Clause comes in to play in areas where fever or epidemics such as Ebola is prevalent. Under such circumstances the Vessel is under no obligation to enter the area.</p>
<p><b>21. General Average and New Jason Clause</b>  General Average shall be adjusted and settled in London unless otherwise stated in Box 31, according to York/Antwerp Rules, 1974, as may be amended.</p> <p>Hire shall not contribute to General Average. Should adjustment be made in accordance with the law and practice of the United States of America, the following provision shall apply:</p> <p>"In the event of accident, danger, damage or disaster before or after the commencement of the voyage, resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequence of which, the Owners are not responsible, by statute, contract or otherwise, the cargo, shippers, consignees or owners of the cargo shall contribute with the Owners in General Average to the payment of any sacrifices, loss or expenses of a General Average nature that may be made or incurred and shall pay salvage and special charges incurred in respect of the cargo.</p> <p>If a salving vessel is owned or operated by the Owners, salvage shall be paid for as fully as if the said salving vessel or vessels belonged to strangers. Such deposit as the Owners, or their agents, may deem sufficient to cover the estimated contribution of the cargo and any salvage and special charges thereon shall, if required, be made by the cargo, shippers, consignees or owners of the cargo to the Owners before delivery".</p>	<p><b>26. General Average and New Jason Clause</b>  General Average shall be adjusted and settled in London unless otherwise stated in Box 31, according to York-Antwerp Rules, 1974, as may be amended 1994.</p> <p>Hire shall not contribute to General Average. Should adjustment be made in accordance with the law and practice of the United States of America, the following provision shall apply:</p> <p>"In the event of accident, danger, damage or disaster before or after the commencement of the voyage, resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequence of which, the Owners are not responsible, by statute, contract or otherwise, the cargo, shippers, consignees or owners of the cargo shall contribute with the Owners in General Average to the payment of any sacrifices, loss or expenses of a General Average nature that may be made or incurred and shall pay salvage and special charges incurred in respect of the cargo.</p> <p>If a salving vessel is owned or operated by the Owners, salvage shall be paid for as fully as if the said salving vessel or vessels belonged to strangers. Such deposit as the Owners, or their agents, may deem sufficient to cover the estimated contribution of the cargo and any salvage and special charges thereon shall, if required, be made by the cargo, shippers, consignees or owners of the cargo to the Owners before delivery".</p>	<p><i>Clause 26</i>  This is a standard clause which forms part of many standard charter parties. As will be seen, in accordance with other General Average Clauses, General Average shall be adjusted in London and in accordance with York-Antwerp Rules 1994, unless otherwise agreed. Furthermore, although a new set of York-Antwerp rules have come in to force in 2004, it was the decision of BIMCO's Documentary Committee that all new and revised charter parties should maintain the reference to adjustment in accordance with York-Antwerp Rules 1994, please refer to Special Circular No. 2, 24 February, 2005.</p>
<p><b>22. Both-to-Blame Collision Clause</b>  If the Vessel comes into collision with another ship as a result of the negligence of the other ship and any act, neglect or default of the Master, mariner, pilot or the servants of the Owners in the navigation or the management of the Vessel, the Charterers will indemnify the Owners against all loss or</p>	<p><b>27. Both-to-Blame Collision Clause</b>  If the Vessel comes into collision with another ship as a result of the negligence of the other ship and any act, neglect or default of the Master, mariner, pilot or the servants of the Owners in the navigation or the management of the</p>	<p><i>Clause 27</i>  Although this standard clause rarely comes in to play it is required under the Club rules of all P &amp; I Clubs in the International</p>

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<p>liability to the other or non-carrying ship or her owners insofar as such loss or liability represent loss of or damage to, or any claim whatsoever of the owners of any goods carried under this Charter Party paid or payable by the other or non-carrying ship or her owners to the owners of the said goods and set-off, recouped or recovered by the other or non-carrying ship or her owners as part of their claim against the Vessel or the Owners. The foregoing provisions shall also apply where the owners, operators or those in charge of any ship or ships or objects other than or in addition to the colliding ships or objects are at fault in respect of a collision or contact.</p>	<p>Vessel, the Charterers will indemnify the Owners against all loss or liability to the other or non-carrying ship or her owners insofar as such loss or liability represent loss of or damage to, or any claim whatsoever of the owners of any goods carried under this Charter Party paid or payable by the other or non-carrying ship or her owners to the owners of the said goods and set-off, recouped or recovered by the other or non-carrying ship or her owners as part of their claim against the Vessel or the Owners. The foregoing provisions shall also apply where the owners, operators or those in charge of any ship or ships or objects other than or in addition to the colliding ships or objects are at fault in respect of a collision or contact.</p>	<p><i>Group of P &amp; I Clubs. Consequently the clause is included in the revised SUPPLYTIME.</i></p>
<p><b>24. Health and Safety</b> The Owners shall comply with and adhere to all applicable international, national and local regulations pertaining to health and safety, and such Charterers' instructions as may be appended hereto.</p>	<p><b>28. Health and Safety</b> The Owners shall comply with and adhere to all applicable international, national and local regulations pertaining to health and safety, and such Charterers' instructions as may be appended hereto.</p>	<p><i>Clause 28 No changes have been made to this self-explanatory clause.</i></p>
	<p><b>29. Drugs and Alcohol Policy</b> The Owners undertake that they have, and shall maintain for the duration of this Charter Party, a policy on Drugs and Alcohol Abuse applicable to the Vessel (the "D &amp; A Policy") that meets or exceeds the standards in the OCIMF Guidelines for the Control of Drugs and Alcohol Onboard Ship 1995 as amended from time to time.</p> <p>The Owners shall exercise due diligence to ensure that the D &amp; A Policy is understood and complied with on and about the Vessel. An actual impairment, shall not in and itself mean that the Owners have failed to exercise due diligence.</p>	<p><i>Clause 29 This Clause has been based on the Drug and Alcohol Clause found in BPTIME 3 and given the importance of the provision it has been removed from under the heading of Health and Safety Clause and made a clause in its own right. According to the clause the Owners must have a drug and alcohol policy in place during the currency of the charter, furthermore, the policy must at least meet the standards referred to in the OCIMF guidelines for the Control of Drugs and Alcohol Onboard Ship 1995. The full text of these guidelines can be found on <a href="http://www.ocimf.com">www.ocimf.com</a></i></p>
<p><b>25. Taxes</b> Each party shall pay taxes due on its own profit, income and personnel. The Charterers shall pay all other taxes and dues arising out of the operation or use of the Vessel during the Charter Period.</p> <p>In the event of change in the Area of Operation or change in local regulation and/or interpretation thereof, resulting in an unavoidable and documented change of the Owners' tax liability after the date of entering into the Charter Party or the date of commencement of employment, whichever is the earlier, Hire shall be adjusted accordingly.</p>	<p><b>30. Taxes</b> <del>Each party</del> Within the day rate the Owners shall <del>pay be responsible for the taxes due on its own profit, income stated in Box 32 and personnel.</del> <del>The</del> Charterers shall <del>pay be responsible for all other taxes and dues arising out of the operation or use of the Vessel during the Charter Period.</del></p> <p>In the event of change in the Area of Operation or change in local regulation and/or interpretation thereof, resulting in an unavoidable and documented change of the Owners' tax liability after the date of entering into the Charter Party or the date of commencement of employment, whichever is the earlier, Hire shall be adjusted accordingly.</p>	<p><i>Clause 30 A Box-reference has been introduced in this Clause whereby the Owners are responsible for the taxes stated in Box 32 and the Charterers are responsible for all other taxes. If Box 32 is left blank Charterers are responsible for all taxes. This approach is chosen so the tax burden is clear from the outset.</i></p>
<p><b>26. Early Termination</b> (a) For Charterers' Convenience. - The Charterers may terminate this Charter Party at any time by giving the Owners written notice as stated in Box</p>	<p><b>31. Early Termination</b> (a) <del>For</del> <del>At</del> Charterers' Convenience. - The Charterers may terminate this Charter Party at any time by giving the Owners written notice</p>	<p><i>Clause 31 In Clause 31(a) the Charterers are required to give the Owners the agreed number of days' notice of</i></p>

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<p>15 and by paying the settlement stated in Box 14 and the demobilisation charge stated in Box 16, as well as Hire or other payments due under the Charter Party.</p> <p>(b) For Cause - If either party becomes informed of the occurrence of any event described in this Clause that party shall so notify the other party promptly in writing and in any case within 3 days after such information is received. If the occurrence has not ceased within 3 days after such notification has been given, this Charter Party may be terminated by either party, without prejudice to any other rights which either party may have, under any of the following circumstances:</p> <p>(i) Requisition. - If the government of the state of registry and/or the flag of the Vessel, or any agency thereof, requisitions for hire or title or otherwise takes possession of the Vessel during the Charter Period.</p> <p>(ii) Confiscation. - If any government, individual or group, whether or not purporting to act as a government or on behalf of any government, confiscates, requisitions, expropriates, seizes or otherwise takes possession of the Vessel during the Charter Period.</p> <p>(iii) Bankruptcy. - In the event of an order being made or resolution passed for the winding up, dissolution, liquidation or bankruptcy of either party (otherwise than for the purpose of reconstruction or amalgamation) or if a receiver is appointed or if it suspends payment or ceases to carry on business.</p> <p>(iv) Loss of Vessel. - If the Vessel is lost, actually or constructively, or missing, unless the Owners provide a substitute vessel pursuant to Clause 18. In the case of termination, Hire shall cease from the date the Vessel was lost or, in the event of a constructive total loss, from the date of the event giving rise to such loss. If the date of loss cannot be ascertained or the Vessel is missing, payment of Hire shall cease from the date the Vessel was last reported.</p> <p>(v) Breakdown. - If, at any time during the term of this Charter Party, a breakdown of the Owners' equipment or Vessel results in the</p>	<p><del>of termination</del> as stated in Box <del>15</del> <del>and by paying the settlement stated in Box 14</del>, upon expiry of which, this Charter Party will terminate. Upon such termination, Charterers shall pay the compensation for early termination stated in Box 13 and the demobilisation charge stated in Box <del>15</del>, as well as Hire or other payments due under the Charter Party <del>up to the time of termination</del>. Should Box 13 be left blank, Clause 31(a) shall not apply.</p> <p>(b) For Cause - If either party becomes informed of the occurrence of any event described in this Clause that party shall so notify the other party promptly in writing and in any case within 3 days after such information is received. If the occurrence has not ceased within 3 days after such notification has been given, this Charter Party may be terminated by either party, without prejudice to any other rights which either party may have, under any of the following circumstances:</p> <p>(i) <u>Requisition</u>. - If the government of the state of registry and/or the flag of the Vessel, or any agency thereof, requisitions for hire or title or otherwise takes possession of the Vessel during the Charter Period.</p> <p>(ii) <u>Confiscation</u>. - If any government, individual or group, whether or not purporting to act as a government or on behalf of any government, confiscates, requisitions, expropriates, seizes or otherwise takes possession of the Vessel during the Charter Period <u>(other than by way of arrest for the purpose of obtaining security)</u>.</p> <p>(iii) <u>Bankruptcy</u>. - In the event of an order being made or resolution passed for the winding up, dissolution, liquidation or bankruptcy of either party (otherwise than for the purpose of reconstruction or amalgamation) or if a receiver is appointed or if it suspends payment or ceases to carry on business.</p> <p>(iv) <u>Loss of Vessel</u>. If the Vessel is lost, <del>actually</del> or <del>constructively</del>, <del>becomes a constructive total loss</del>, or <del>is missing</del>, unless the Owners <u>promptly state their intention to provide, and do in fact provide, within 14 days of the Vessel being lost or missing, at the port or place from which the Vessel last sailed (or some other mutually acceptable port or place)</u> a substitute vessel pursuant to Clause 21. In the case of termination, Hire shall cease from the date the Vessel was lost or, in the event of a constructive total loss, from the date of the event giving rise to such loss. If the date of loss cannot be ascertained or the Vessel is missing, payment of Hire shall cease from the date the Vessel was last reported.</p>	<p>termination in Box 14. If the Box is left blank then the Charterers cannot avail themselves of this benefit.</p> <p>In Clause 31(b)(vi) it is stated that the party wishing to avail itself of the termination rights resulting from an extended force majeure event or condition must notify the other party of the event.</p> <p>Furthermore, the breakdown provisions found in Clause 31(v) refers to a failure on the part of the Owners to perform their obligations under the Charter Party. The Owners must initiate steps to rectify the failure to perform within 48 hours or provide a substitute Vessel in accordance with Clause 21, failing which the Charterers are entitled to terminate the agreement.</p>

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<p>Owners being unable to perform their obligations hereunder for a period exceeding that stated in Box 32, unless the Owners provide a substitute vessel pursuant to Clause 18.</p> <p>(vi) Force Majeure. - If a force majeure condition as defined in Clause 27 prevails for a period exceeding 15 consecutive days.</p> <p>(vii) Default. - If either party is in repudiatory breach of its obligations hereunder.</p> <p>Termination as a result of any of the above mentioned causes shall not relieve the Charterers of any obligation for Hire and any other payments due.</p>	<p>(v) <del>Breakdown.</del> - If, at any time during the term of this Charter Party, a breakdown of the Owners' equipment or Vessel <del>results result</del> in the Owners being unable to perform their obligations hereunder for a period exceeding that stated in Box <del>32, unless the Owners provide</del><sup>33</sup> and have not initiated reasonable steps within 48 hours to remedy the non-performance or provided a substitute vessel pursuant to Clause 21.</p> <p>(vi) Force Majeure. - If a force majeure condition as defined in Clause <del>32 prevails</del> prevents or hinders the performance of the Charter Party for a period exceeding 15 consecutive days from the time at which the impediment causes the failure to perform if notice is given without delay or, if notice is not given without delay, from the time at which notice thereof reaches the other party.</p> <p>(vii) Default. - If either party is in repudiatory breach of its obligations hereunder.</p> <p>Termination as a result of any of the above mentioned causes shall not relieve the Charterers of any obligation for Hire and any other payments <del>due</del>.</p>	
<p><b>27. Force Majeure</b> Neither the Owners nor the Charterers shall be liable for any loss, damages or delay or failure in performance hereunder resulting from any force majeure event, including but not limited to acts of God, fire, action of the elements, epidemics, war (declared or undeclared), warlike actions, insurrection, revolution or civil strife, piracy, civil war or hostile action, strikes or differences with workmen (except for disputes relating solely to the Owners' or the Charterers' employees), acts of the public enemy, federal or state laws, rules and regulations of any governmental authorities having or asserting jurisdiction in the premises or of any other group, organisation or informal association (whether or not formally recognised as a government), and any other cause beyond the reasonable control of either party which makes continuance of operations impossible.</p>	<p><b>32. Force Majeure</b> <del>Neither the Owners nor the Charterers shall be liable for any loss, damages or delay or failure in performance hereunder resulting from any force majeure event, including but not limited to acts of God, fire, action of the elements, epidemics, war (declared or undeclared), warlike actions, insurrection, revolution or civil strife, piracy, civil war or hostile action, strikes or differences with workmen (except for disputes relating solely to the Owners' or the Charterers' employees), acts of the public enemy, federal or state laws, rules and regulations of any governmental authorities having or asserting jurisdiction in the premises or of any other group, organisation or informal association (whether or not formally recognised as a government), and any other</del> Neither party shall be liable for any loss, damage or delay due to any of the following force majeure events and/or conditions to the extent the party invoking force majeure is prevented or hindered from performing any or all of their obligations under this Charter Party, provided they have made all reasonable efforts to avoid, minimize or prevent the effect of such events and/or conditions:</p> <p>(a) acts of God; (b) any Government requisition, control, intervention, requirement or interference; (c) any circumstances arising out of war, threatened act of war or warlike operations, acts of terrorism, sabotage or piracy, or the consequences thereof;</p>	<p><i>Clause 32</i> <i>This Clause has been amended to make it more consistent with the structure and provisions of the ICC Force Majeure Clause 2003 and to make it clear that the party wishing to invoke force majeure must have been hindered or prevented from performing all or part of its obligations under the charter party.</i></p> <p><i>Clause 32(c) reflects the wording found in the ICC Force Majeure Clause 2003 by including a reference to sabotage and piracy.</i></p>

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	<p>(d) riots, civil commotion, blockades or embargoes;            (e) epidemics;            (f) earthquakes, landslides, floods or other extraordinary weather conditions;            (g) strikes, lockouts or other industrial action, unless limited to the Employees of the party seeking to invoke force majeure;            (h) fire, accident, explosion except where caused by negligence of the party seeking to invoke force majeure;            (i) any other similar cause beyond the reasonable control of either party <del>which makes continuance of operations impossible.</del></p> <p>The party seeking to invoke force majeure shall notify the other party in writing within 2 working days of the occurrence of any such event/condition.</p>	
<p><b>28. Notices and Invoices</b>            Notices and invoices required to be given under this Charter Party shall be given in writing to the addresses stated in Boxes 21, 35 and 36 as appropriate.</p>	<p><b>35. Notices and Invoices</b>  <del>Notices and invoices required to be given under this Charter Party shall be given in writing to the addresses stated in Boxes 21, 35 and 36 as appropriate.</del></p> <p>(a) All notices given by either party or their agents to the other party or their agents in accordance with the provisions of this Charter Party shall be in writing.            (b) For the purposes of this Charter Party, "in writing" shall mean any method of legible communication. A notice may be given by any effective means including, but not limited to, cable, telex, fax, e-mail, registered or recorded mail, or by personal service.</p>	<p><i>Clause 35</i>            This is a standard BIMCO clause which sets out the mean of communication and form in which notices should be sent.</p>
<p><b>30. Confidentiality</b>            All information or data obtained by the Owners in the performance of this Charter Party is the property of the Charterers, is confidential and shall not be disclosed without the prior written consent of the Charterers. The Owners shall use their best efforts to ensure that the Owners, any of their sub-contractors, and employees and agents thereof shall not disclose any such information or data.</p>	<p><b>33. Confidentiality</b>            All information or data <del>provided or obtained by the Owners in connection with</del> the performance of this Charter Party <del>is the property of the Charterers, is and shall remain</del> confidential and shall not be disclosed without the prior written consent of the <del>Charterers other party</del>. The <del>Owners parties</del> shall use their best efforts to ensure that <del>the Owners, such information shall not be disclosed to any third party by any of their sub-contractors, and employees Employees and agents thereof. This Clause shall not disclose</del> apply to any <del>such</del> information or data <del>that has already been published or is in the public domain.</del></p> <p>All information and data provided by a party is and shall remain the property of that party.</p>	<p><i>Clause 33</i>            This clause has been redrafted to reflect that it is only information not already in the public domain which must be kept confidential. Furthermore it has been specified that the Parties must use their best efforts to ensure that confidential information is not disclosed to third parties. The previous Confidentiality Clause in SUPPLYTIME 89 was felt to be unbalanced as the Owners only had a due diligence obligation not to disclose information whereas the Charterers had a strict obligation not to disclose information to third parties.</p>
<p><b>31. Law and Arbitration</b>            (a) This Charter Party shall be governed by English law and any dispute arising out of this Charter Party shall be referred to arbitration in London, one arbitrator being appointed by each party, in accordance with the Arbitration Acts 1950 and 1979 or any statutory modification or re-enactment thereof for the time being in force. On the receipt by one party of the nomination in writing</p>	<p><b>34. BIMCO Dispute Resolution Clause</b>            *(a) This Charter Party shall be governed by and construed in accordance with English law and any dispute arising out of or in connection with this Charter Party shall be referred to arbitration in London in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment thereof save to the extent necessary to give effect to the provisions of this Clause.</p>	<p><i>Clause 34</i>            This Clause is the latest edition of BIMCO's standard suite of dispute resolution provisions.</p> <p>It should be noted that if nothing is entered in Box 34, London is the venue for arbitration and English law will apply.</p>

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<p>of the other party's arbitrator that party shall appoint their arbitrator within 14 days, failing which the arbitrator already appointed shall act as sole arbitrator. If two arbitrators properly appointed shall not agree they shall appoint an umpire whose decision shall be final.</p> <p>(b) Should any dispute arise out of this Charter Party, the matter in dispute shall be referred to three persons at New York one to be appointed by each of the parties hereto, and the third by the two so chosen; their decision or that of any two of them shall be final, and for purpose of enforcing any award, this agreement may be made a rule of the Court. The arbitrators shall be members of the Society of Maritime Arbitrators, Inc. of New York and the proceedings shall be conducted in accordance with the rules of the Society.</p> <p>(c) Any dispute arising out of this Charter Party shall be referred to arbitration at the place stated in Box 33 subject to the law and procedures applicable there.</p> <p>(d) If Box 33 in PART I is not filled in, sub-clause (a) of this Clause shall apply.</p> <p>(a), (b) and (c) are alternatives; state alternative agreed in Box 33</p>	<p>The arbitration shall be conducted in accordance with the London Maritime Arbitrators Association (LMAA) Terms current at the time when the arbitration proceedings are commenced.</p> <p>The reference shall be to three arbitrators. A party wishing to refer a dispute to arbitration shall appoint its arbitrator and send notice of such appointment in writing to the other party requiring the other party to appoint its own arbitrator within 14 calendar days of that notice and stating that it will appoint its arbitrator as sole arbitrator unless the other party appoints its own arbitrator and gives notice that it has done so within the 14 days specified. If the other party does not appoint its own arbitrator and give notice that it has done so within the 14 days specified, the party referring a dispute to arbitration may, without the requirement of any further prior notice to the other party, appoint its arbitrator as sole arbitrator and shall advise the other party accordingly. The award of a sole arbitrator shall be binding on both parties as if he had been appointed by agreement.</p> <p>Nothing herein shall prevent the parties agreeing in writing to vary these provisions to provide for the appointment of a sole arbitrator. In cases where neither the claim nor any counterclaim exceeds the sum of US\$50,000 (or such other sum as the parties may agree) the arbitration shall be conducted in accordance with the LMAA Small Claims Procedure current at the time when the arbitration proceedings are commenced.</p> <p>*(b) This Charter Party shall be governed by and construed in accordance with Title 9 of the United States Code and the Maritime Law of the United States and any dispute arising out of or in connection with this Charter Party shall be referred to three persons at New York, one to be appointed by each of the parties hereto, and the third by the two so chosen; their decision or that of any two of them shall be final, and for the purposes of enforcing any award, judgement may be entered on an award by any court of competent jurisdiction. The proceedings shall be conducted in accordance with the rules of the Society of Maritime Arbitrators, Inc.</p> <p>In cases where neither the claim nor any counterclaim exceeds the sum of US\$50,000 (or such other sum as the parties may agree) the arbitration shall be conducted in accordance with the Shortened Arbitration Procedure of the Society of Maritime Arbitrators, Inc. current at the time when the arbitration proceedings are commenced.</p> <p>*(c) This Charter Party shall be governed by and construed in accordance with the laws of the place mutually agreed by the parties and any dispute arising out of or in connection with this Charter Party shall be referred to arbitration at a mutually agreed place, subject to the procedures applicable there.</p>	<p><i>The Clause incorporates a mediation provision. This provision is designed to function in conjunction with the chosen arbitration option, whether that is English law, London arbitration; US law, New York arbitration; or law and arbitration as agreed.</i></p> <p><i>Mediation is a technique that is recognised as offering savings in costs and time over traditional methods of dispute resolution for certain types of disputes. The mediation process is only triggered once arbitration proceedings have commenced and then runs in parallel with those proceedings, if the parties so choose. This has been done to ensure that one party cannot invoke mediation as a delaying tactic.</i></p> <p><i>For a more thorough explanation of the BIMCO Standard Dispute Resolution Clause, please see pages 7 and 8 of BIMCO Bulletin No. 1/2002.</i></p>

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	<p>(d) Notwithstanding (a), (b) or (c) above, the parties may agree at any time to refer to mediation any difference and/or dispute arising out of or in connection with this Charter Party. In the case of a dispute in respect of which arbitration has been commenced under (a), (b) or (c) above, the following shall apply:</p> <p>(i) Either party may at any time and from time to time elect to refer the dispute or part of the dispute to mediation by service on the other party of a written notice (the "Mediation Notice") calling on the other party to agree to mediation.</p> <p>(ii) The other party shall thereupon within 14 calendar days of receipt of the Mediation Notice confirm that they agree to mediation, in which case the parties shall thereafter agree a mediator within a further 14 calendar days, failing which on the application of either party a mediator will be appointed promptly by the Arbitration Tribunal ("the Tribunal") or such person as the Tribunal may designate for that purpose. The mediation shall be conducted in such place and in accordance with such procedure and on such terms as the parties may agree or, in the event of disagreement, as may be set by the mediator.</p> <p>(iii) If the other party does not agree to mediate, that fact may be brought to the attention of the Tribunal and may be taken into account by the Tribunal when allocating the costs of the arbitration as between the parties.</p> <p>(iv) The mediation shall not affect the right of either party to seek such relief or take such steps as it considers necessary to protect its interest.</p> <p>(v) Either party may advise the Tribunal that they have agreed to mediation. The arbitration procedure shall continue during the conduct of the mediation but the Tribunal may take the mediation timetable into account when setting the timetable for steps in the arbitration.</p> <p>(vi) Unless otherwise agreed or specified in the mediation terms, each party shall bear its own costs incurred in the mediation and the parties shall share equally the mediator's costs and expenses.</p> <p>(vii) The mediation process shall be without prejudice and confidential and no information or documents disclosed during it shall be revealed to the Tribunal except to the extent that they are disclosable under the law and procedure governing the arbitration.</p> <p>(Note: The parties should be aware that the mediation process may not necessarily interrupt time limits.)</p> <p>If Box 34 in PART I is not appropriately filled in, sub-clause 34(a) of this Clause shall apply. Sub-clause (d) shall apply in all cases.</p> <p><i>* Sub-clauses 34(a), 34(b) and 34(c) are alternatives; indicate alternative agreed in Box 34.</i></p>	

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<p><b>32. Entire Agreement</b> This is the entire agreement of the parties, which supersedes all previous written or oral understandings and which may not be modified except by a written amendment signed by both parties.</p>	<p><b>38. Entire Agreement</b> This Charter Party, including all Annexes referenced herein and attached hereto, is the entire agreement of the parties, which supersedes all previous written or oral understandings and which may not be modified except by a written amendment signed by both parties.</p>	<p><i>Clause 38</i> <i>No change has been made to this self-explanatory clause.</i></p>
<p><b>33. Severability Clause</b> If any portion of this Charter Party is held to be invalid or unenforceable for any reason by a court or governmental authority of competent jurisdiction, then such portion will be deemed to be stricken and the remainder of this Charter Party shall continue in full force and effect.</p>	<p><b>37. Severance</b> If by reason of any enactment or judgement any provision of this Charter Party shall be deemed or held to be illegal, void or unenforceable in whole or in part, all other provisions of this Charter Party shall be unaffected thereby and shall remain in full force and effect.</p>	<p><i>Clause 37</i> <i>The more recently drafted wording found in REPAIRCON Clause 11(b) has replaced former Clause 35 (Severability Clause)</i></p>
<p><b>36. Headings</b> The headings of this Charter Party are for identification only and shall not be deemed to be part hereof or be taken into consideration in the interpretation or construction of this Charter Party.</p>	<p><b>36. Headings</b> The headings of this Charter Party are for identification only and shall not be deemed to be part hereof or be taken into consideration in the interpretation or construction of this Charter Party.</p>	<p><i>Clause 36</i> <i>No change has been made to this self-explanatory clause.</i></p>