



BP SHIPPING LTD.
Britannic House
Moor Lane
LONDON EC2Y 9BU

Code word for this Charterparty
"BEEPEEVOY3"

Voyage Charterparty

1 LONDON 1920

2 *It is this day agreed between* **sample**.....
3 of
4
5 Owners (hereinafter referred to as 'Owners') of the good motor/steam tank vessel called
6
7 (hereinafter referred to as 'the Vessel') now
8 and expected ready to load about
9 and **BP Shipping Limited** of London as agents for
10
11 (hereinafter referred to as 'Charterers')

12 **Classification** 1. Owners undertake that:
13 **of Vessel** (a) the Vessel is classed

14 **Description** (b) the Vessel has a summer deadweight of tonnes
15 **of Vessel** on a saltwater draught of metres, with a total cargo capacity (98%
16 full) of cubic metres;

17 (c) the Vessel is fully fitted with heating coils fabricated from
18 in all cargo tanks, capable of heating the cargo to, and maintaining it at all times at a temperature of,
19 57deg C (135deg F);

20 (d) the Vessel is equipped with derricks capable of lifting to, and supporting at, the Vessel's port and
21 starboard manifolds submarine hoses of up to tonnes in weight.

22 **Condition** 2. Owners shall before, at the commencement of, and throughout the voyage exercise due diligence to
23 **of Vessel** make and maintain the Vessel, her tanks, pumps, valves and pipelines tight, staunch, strong, in good order
24 and condition, in every way fit for the voyage and fit to carry the cargo provided for in Clause 3, with the
25 Vessel's machinery, boilers and hull in a fully efficient state and with a full and efficient complement of
26 Master, officers and crew.

27 **Loading** 3. Subject to the provisions of Clause 24, the Vessel shall proceed to
28 **and Discharge**
29 **Ports Range**
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31 **Cargo** or so near thereunto as she may safely reach, and there load a cargo of
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37 in bulk,
38 not exceeding what she can reasonably stow and carry over and above the tackle, provisions and furniture,
39 and in any case not in excess of the quantity permitted by the International Load Line Convention, 1966, or
40 any modification or amendment thereof as may be applicable to the voyage to be performed under this
41 Charter. Thereupon the Vessel shall proceed with such cargo at a speed which Owners undertake shall be
42 knots ('Base Speed'), as ordered on signing Bills of Lading or as provided in Clauses
43 24 and/or 26 to
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49 or so near thereunto as she may safely reach,
50 and deliver the same in consideration of the payment of freight as provided in Clauses 6 and 7.

51 Charterers shall have the right at any time during the voyage to order the Vessel to increase speed in order
52 to arrive at a port or place on a certain date. Charterers shall not instruct the Vessel to increase speed such
53 as to require the Vessel to proceed at a maximum speed in excess of that set out in the BP Shipping
54 Questionnaire. If Charterers require any increase of speed to be made, any increase in the freight rate
55 consequent thereon shall be calculated in accordance with the provisions of Clause 6.

56 If the Vessel fails to maintain Base Speed, or fails to comply with instructions as to the increase of speed
57 given by Charterers pursuant to this Clause, Owners shall, subject to Clause 46, be liable for all costs,
58 losses, damages and expenses arising as a direct consequence thereof save to the extent that Owners can
59 prove to the satisfaction of Charterers that such failure was attributable to a reduction in speed necessi-
60 tated by either adverse weather and sea state conditions or the safe navigation of the Vessel and Charterers
61 shall be entitled to deduct any such costs, losses, damages and expenses from any demurrage due to Owners
62 hereunder without prejudice to any other rights available to Charterers under this Charter or otherwise
63 under English Law.

64 **Loading/** 4. The Vessel shall be loaded and discharged at any port, berth, dock, anchorage, submarine line,
65 **Discharge** single point or single berth mooring facility, offshore location, alongside vessels or lighters, or any other
66 **Place** place whatsoever as ordered by Charterers. Charterers shall exercise due diligence before directing the
67 Vessel to any such places to ascertain that the Vessel can always lie safely afloat, but Charterers do not
68 warrant the safety of any of the aforementioned places and shall be under no liability in respect thereof
69 except for loss or damage caused by the failure to exercise due diligence as aforesaid.

70 **Lightening** If a port is nominated which cannot accommodate the Vessel with the quantity of cargo carried, Charterers
71 **at Sea** undertake to discharge sufficient cargo at a previous port or place, or into vessels or lighters, to enable the
72 Vessel to enter and lie at such nominated port or place. Freight shall be paid in accordance with Clause 6
73 and lighterage shall be at the expense of Charterers.

74 A place of lightening at sea shall not constitute a discharge port or place under Clause 19, but all time used
75 for a lightening operation (excluding any time lost or spent by reason of any of the causes stipulated in
76 Clauses 20 and 21) shall count against the number of running hours stipulated in Clause 18 for the purpose
77 of calculating Charterers' liability, if any, for demurrage as provided in Clause 22. For the purpose of this
78 Clause the lightening operation shall be deemed to commence when the Vessel is properly tied up and
79 moored alongside the lightening vessel and to end when unmooring has been completed.

80 Subject to the preceding paragraph of this Clause, any additional steaming and/or waiting time used solely
81 by reason of Charterers' orders to lighten at sea shall count as laytime or, if the Vessel is on demurrage, as

82 demurrage.

83 **Ship to Ship** If Charterers require the Vessel to trans-ship cargo from or into another ocean going vessel the trans-shipment operation shall be carried out in accordance with the recommendations set out in the latest edition of the ICS/OCIMF Ship to Ship Transfer Guide (Petroleum) and Owners undertake that the Vessel and her crew will comply with such recommendations. Charterers shall provide and pay for all necessary equipment including suitable fenders and hoses. Owners shall permit supervisory personnel nominated by Charterers to attend on board, including a Mooring Master, to assist in the trans-shipment operation. In the case of a ship to ship transfer freight shall be paid in accordance with the provisions of Clause 6.

84 **Transfer**

85 **Operations**

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90 No provision herein contained as to laytime and demurrage shall be affected by the provisions of Clause 46.

91 **Shifting** 5. Charterers may require the Vessel to load at more than one berth at each loading port or place and to discharge at more than one berth at each discharge port or place in which event Owners shall, in the first instance, pay expenses arising from any of the following movements of the Vessel:-

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94 (a) unmooring at, and pilotage and towage off, the first loading or discharge berth;

95 (b) mooring and unmooring at, and pilotage and towage on to and off, the intermediate loading or discharge berths; and

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97 (c) mooring at, and pilotage and towage on to, the last loading or discharge berth.

98 Charterers shall reimburse Owners in respect of expenses properly incurred arising from any of the aforementioned movements upon presentation by Owners of all supporting invoices evidencing prior payment by Owners.

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101 Charterers shall reimburse Owners in respect of any dues and/or other charges incurred in excess of those which would have been incurred if all the cargo involved at the particular port or place had been loaded or discharged at the first berth only. Time consumed on account of shifting shall count as laytime or, if the Vessel is on demurrage, as demurrage, except as otherwise provided in Clause 20.

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105 **Port and** For the purpose of freight payment, the places grouped in Port and Terminal Combinations in the New Worldwide Tanker Nominal Freight Scale (hereinafter referred to as 'Worldscale'), as amended at the date of this Charter, shall be considered as berths within a single port, Charterers reimbursing shifting expenses in accordance with the foregoing provisions.

106 **Terminal**

107 **Combinations**

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109 **Rate of Freight** 6. The rate of Freight shall be at the level of

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115 % of the rate for the voyage

116 as provided in New Worldscale, as amended at the date of this Charter. If Charterers order the Vessel to

117 increase speed under the provisions of Clause 3 such rate shall be increased by New

118 Worldscale points for each knot of increased speed above the Base Speed or on a pro rata basis for fractions

119 of a knot up to a maximum of knots. Such increase shall be calculated in accordance

120 with the following example:

121 Example: The Vessel proceeds at Base Speed of 10 knots, the rate for which is New Worldscale 40.

122 After 10 days the Vessel is ordered to complete the voyage at 12 knots. The remainder of the

123 voyage takes 20 days. The increased speed option provides for a premium of 0.5 of a New Worldscale

124 point per knot of increased speed over Base Speed.

125 The freight rate for the above voyage would be calculated as follows:

126 Voyage Freight Rate = $\frac{(W40 \times 10 \text{ days}) + (W41^* \times 20 \text{ days})}{30 \text{ (total voyage days)}}$
 127
 128 = NW40.67
 129 (* 1 point premium for 12 knots maximum speed)

130 Should the Vessel not maintain the speed ordered, due to breakdown or any other reason whatsoever
 131 beyond Charterers' control, the freight rate shall be calculated based on the average speed actually
 132 achieved by the Vessel using BP Worldwide Marine Distance Tables to assess the length of the voyage
 133 between pilot stations at the loading and discharge ports or places.

134 If the Vessel is ordered to lighten pursuant to Clause 4, the freight rate shall, notwithstanding the
 135 lightening, be the same New Worldscale rate for the voyage as would be payable if no such lightening had
 136 taken place.

137 In the ease of a ship to ship transfer, as referred to in Clause 4, the freight rate for the voyage shall be the
 138 rate as provided in New Worldscale for the relevant Trans-shipment Area, as amended at the date of this
 139 Charter, or as provided by New Worldscale upon application by the parties or either of them.

140 Notwithstanding the provisions of Clause 3 and the provisions of this Clause should the Vessel load in
 141 excess of the quantity specified therein then the freight payable for any overage in excess of such quantity
 142 shall be at one half of the freight rate(s) referred to above.

143 **Payment of** 7. Freight shall be payable immediately after completion of discharge, on the gross quantity of cargo
 144 **Freight** loaded by the Vessel as evidenced by the Bills of Lading furnished by the shippers. Payment shall be made
 145 in U.S. dollars .
 146 to
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 149 less
 150 any sum derived from the operation of Clauses 8 and 54 and less any disbursements or advances made to
 151 the Master or agents at ports of loading and/or discharge, and additional cargo insurance premium for
 152 Owners' account under Clause 42, provided that no freight shall be payable on any quantity which
 153 submerges, at any stage of the voyage, the marks appropriate under the International Load Line
 154 Convention, 1966, or any modification or amendment thereof as may be applicable to the voyage to be
 155 performed under this Charter.

156 **Cargo Retention** 8. If any material remains in the Vessel's cargo tanks on completion of discharge of cargo Charterers
 157 shall be entitled to appoint an independent surveyor to determine what, if any, quantity of such material is
 158 cargo which is liquid, pumpable and reachable by the Vessel's pumps. The independent surveyor's findings
 159 shall be final and binding on Owners and Charterers, Charterers shall be entitled to deduct from freight an
 160 amount equal to the FOB port of loading value of any quantity so determined together with freight due with
 161 respect thereto. Charterers hereby agree to indemnify Owners against any liability to a Bill of Lading
 162 holder resulting from non-delivery of any such cargo in respect of which a deduction from freight is made
 163 provided, however, that Charterers shall in no event be liable to indemnify Owners in an amount greater
 164 than the amount of the deduction from freight.

165 **Cleaning of** 9. Without prejudice to the provisions of Clause 2 Owners shall use due diligence to ensure that the
 166 **Vessel's** Vessel presents for loading with her tanks, pumps and pipelines properly cleaned to the satisfaction of any
 167 **Tanks, Pumps** inspector appointed by Charterers and ready for loading the cargo specified in Clause 3. Any time used in
 168 **and Pipelines** cleaning tanks, pumps and pipelines to Charterers' inspector's satisfaction shall not count as laytime or
 169 demurrage and shall, together with any costs incurred in the foregoing operations, be for Owners' account.

170 **Arriving to** 10. If for any reason the Vessel is unable to trim to even keel for arrival at a discharge port Owners shall
 171 **Even Keel** notify Charterers by radio or telex stating the Vessel's expected arrival draught forward and aft in salt
 172 water. Such notification shall be given as soon as practicable after the receipt of loading orders and no later
 173 than sailing from the loading port or place.

174 **Slack Tanks** 11. Notwithstanding the provisions of Clause 7, if Charterers are unable to supply the quantity of cargo
175 specified in Clause 3 the Vessel shall not be required to proceed to sea until such of her tanks are filled as
176 will place her in a seaworthy condition, and freight shall be paid as if the Vessel had been loaded with the
177 quantity of cargo specified in Clause 3.

178 **Inert Gas** 12. Owners undertake that the Vessel is equipped with a fully functional Inert Gas System which is in
179 **System** use on the date hereof and shall so remain during the period of this Charter and that the officers and crew
180 are properly qualified by way of certification for, and experienced in, the operation of such System.
181 Owners further undertake that the Vessel shall arrive at the loading port with her cargo tanks inerted and
182 that such tanks shall remain inerted throughout the voyage and the subsequent discharge of the cargo. Any
183 time lost, whether or not the Vessel is on demurrage, owing to deficient or improper operation of the Inert
184 Gas System shall be for Owners' account.

185 The Vessel's Inert Gas System shall fully comply with Regulation 62, Chapter II-2 of the SOLAS
186 Convention 1974 as modified by its Protocol of 1978 and Owners undertake that such System shall be
187 operated by the officers and crew in accordance with the operational procedures set out in the IMO
188 publication entitled 'Inert Gas Systems 1983' as may, from time to time, be amended.

189 If Charterers so require, Owners shall arrange for the Vessel's tanks to be de-inerted to facilitate
190 inspection, gauging and sampling. Any time taken in de-inerting, inspecting, gauging, sampling and re-
191 inerting thereafter shall count as laytime or, if the Vessel is on demurrage, as demurrage.

192 **Crude Oil** 13. Owners undertake that the Vessel is equipped with a fully functional Crude Oil Washing System
193 **Washing-** and that the officers and crew are properly qualified by way of certification for, and experienced in, the
194 **Crude Oil** operation of such System.
Vessels

195 The Master shall arrange for the crude oil washing of cargo tanks at the discharge port or place to the
196 MARPOL minimum standards as set out in the Vessel's Crude Oil Washing Operation and Equipment
197 Manual or in accordance with Charterers' requirements. A period of 6 hours for a full cargo, or pro rata
198 thereof in respect or a part cargo, in addition to the period specified in Clause 16 shall be allowed for crude
199 oil washing and any additional time taken therefor shall not count as laytime or, If the Vessel is on
200 demurrage, as demurrage.

201 **Dues and** 14. Dues and other charges levied upon the Vessel, howsoever assessed, shall be paid by Owners. Dues
202 **Other Charges** and other charges upon the cargo shall be paid by Charterers.

203 Notwithstanding the foregoing where, under the provisions of Worldscale, as amended at the date of this
204 this Charter, a due or Charge is expressly for the account of Owners or Charterers then such due or charge
205 shall be paid in accordance with such provisions.

206 Should a charge be imposed upon Charterers by the owner of a berth by reason of prolonged occupation of
207 such berth by the Vessel for reasons beyond the control of Charterers or their agents such charge shall be
208 paid by Owners.

209 **Loading and** 15. The cargo shall be pumped into the Vessel at the expense of and at the risk and peril of Charterers
210 **Discharge of** as far as the Vessel's manifold only, and pumped out of the Vessel at the expense of and at the risk and peril
211 **Cargo** of Owners as far as the Vessel's manifold only.

212 Owners shall, if requested, make available the hands, equipment, and facilities required on board for the
213 connecting and disconnecting of hoses for loading and discharging. The Master may demand shore
214 supervision of, and approval for, the connecting and disconnecting of hoses, Any delay resulting from the
215 failure by Owners to provide the hands, equipment and facilities as aforesaid shall not count as laytime or,
216 if the Vessel is on demurrage, as demurrage.

217 **Pumping** 16. Owners undertake that the Vessel shall discharge a full cargo, as defined hereunder, within 24
218 hours, or pro rata thereof in respect of a part cargo, from the commencement of pumping or that the Vessel
219 shall maintain a minimum discharge pressure of 100 psig at the Vessel's manifold throughout the period of

220 discharge provided that the shore receiving facilities are capable of accepting discharge of the cargo within
221 such time or at such pressure. If crude oil washing is requested by Charterers the applicable period for
222 discharge shall be increased by a period of up to 6 hours in accordance with Clause 13. The shore receiving
223 facilities shall have the right to gauge discharge pressure at the Vessel's manifold.

224 Any additional time used owing to the inability of the Vessel to discharge the cargo within 24 hours or 30
225 hours, as the case may be, or such shorter period as may be applicable in the case of a part cargo, or to
226 maintain a minimum discharge pressure of 100 psig at the Vessel's manifold throughout the discharge shall
227 be for Owners' account and shall not count as laytime or, if the Vessel is on demurrage, as demurrage. If
228 the shore receiving terminal facilities are unable to accept discharge of the cargo within the aforemen-
229 tioned time or at the aforementioned discharge pressure the Master shall present the shore receiving
230 terminal with a Note of Protest forthwith, and in any event prior to the Vessel's departure from the berth,
231 and shall use all reasonable endeavours to have such Note of Protest countersigned on behalf of the shore
232 receiving terminal in the absence of which countersignature the Master shall present a further Note of
233 Protest to the shore receiving terminal.

234 For the purpose of this Clause a full cargo shall mean the quantity referred to in Clause 3 or the Bill of
235 Lading quantity, whichever is the greater.

236 Charterers will not consider any claim by Owners for additional time used in the foregoing circumstances
237 in the absence of the provision by Owners of the following documentation:-

238 (a) an hourly pumping log, signed by a responsible officer or the Vessel and a terminal or Charterers'
239 representative, showing the pressure maintained at the manifold throughout discharge and, in the absence
240 of a signature from a terminal or Charterers' representative, a Note of Protest;

241 (b) copies of all Notes of Protest issued or received by the Vessel in relation to the discharge in question; and

242 (c) copies of any other documentation generated by the Vessel or by the shore receiving terminal relevant
243 to the discharge in question.

244 **Laydays/** 17. Laydays for the purpose of this Charter shall be from
Cancelling ("the Commencement Date") to ("the Cancelling
245 Date"). Laytime for the purposes of loading shall not commence before 0600 hours local time on the Com-
246 mencement Date unless with Charterers' sanction in which event laytime shall commence when the Vessel
247 commenced loading and should the Vessel not be ready to load by 1600 hours local time on the Cancelling
248 Date Charterers shall have the option of cancelling this Charter. Should the Vessel, with Charterers'
249 sanction, have commenced loading prior to the commencement of laytime, as provided above, then the time
250 from such commencement of loading to the commencement of laytime shall constitute additional laytime
251 for the purpose of loading and discharging and in respect of the period(s) referred to in Clause 18.
252

253 If it appears to Charterers that the Vessel will be delayed beyond the Cancelling Date Charterers may
254 require Owners to notify Charterers of the date on which they expect the Vessel to be ready to load
255 whereupon Charterers shall have the option to cancel this Charter and such option shall then be declared
256 by Charterers within 96 hours, Sundays and holidays excepted, of the receipt of the said notification from
257 Owners, In the event of Owners giving such notification and Charterers not exercising their option to
258 cancel within the stated period, the third day after the readiness date stated in Owners' notification, or
259 such other date as may be mutually agreed, shall be the new Cancelling Date for the purpose of this Clause.
260 If Owners fail to give such notification when requested by Charterers, Charterers shall have the option to
261 cancel this Charter at any time prior to the arrival of the Vessel.

262 Cancellation or failure to cancel shall be entirely without prejudice to any claim for damages Charterers
263 may have for the Vessel not being ready to load by the original Cancelling Date stated in this Clause.

264 **Amount of, and** 18. Charterers shall be allowed hours, together with any period of additional
265 **Definition of,** laytime arising under the provisions of Clause 17 if Charterers sanction loading of the Vessel before the

<p>266 Laytime 267 268 269 270 271</p>	<p>commencement of laydays, as laytime for loading and discharging and in respect of any period(s) when the Vessel, in accordance with Charterers' instructions, is proceeding or operating as referred to in Clauses 4, 5, 12, 21, 24, 25, 26, 29, 30 and 31. Sundays and holidays shall be included in respect of laytime for loading or discharging unless loading or discharging on the Sunday or holiday in question is prohibited by law or regulation at the port or place of loading or discharge and Charterers shall have the right of loading and discharging during the night.</p>
<p>272 Commencement and Termination of Laytime/ 273</p>	<p>19. Subject only to Clauses 17, 20 and 21:- (a) laytime or, if the Vessel is on demurrage, demurrage shall at each loading and each discharge port or</p>
<p>274 Demurrage for Lading and Discharge 275 276 277 278 279 280</p>	<p>place commence at the expiry of 6 hours after Notice of Readiness to load or discharge has been received from the Master or his agents by Charterers or their agents, berth or no berth, or when the Vessel commences to load or discharge at the berth or other loading or discharging place, whichever first occurs. Such Notice of Readiness may be given either by letter, facsimile transmission, telegram, telex, radio or telephone (and if given by radio or telephone shall subsequently be confirmed in writing and if given by facsimile transmission confirmed by telex) but Notice of Readiness shall not be given, without Charterers' sanction, before the commencement of laydays; and</p>
<p>281 282 283 284 285 286</p>	<p>(b) laytime or, if the Vessel is on demurrage, demurrage shall run until the cargo hoses have been finally disconnected upon termination of loading or discharging, such disconnection to be effected promptly; provided always that if the Vessel is detained for more than 2 hours beyond the final disconnection of hoses by the shore terminal solely for the completion of cargo documentation and the presentation of such documents on board the vessel, laytime or, if the Vessel is on demurrage, demurrage shall re-commence after such period of 2 hours and terminate upon the completion of cargo documntution.</p>
<p>287 Suspension of Laytime/ Demmurrage for Loading and Discharge 288 289 290 291</p>	<p>20. Time shall not count against laytime or, if the Vessel is on demurrage, for demurrage when spent or lost: - (a) on an inward passage, including awaiting daylight, tide, opening of locks, pilot, or tugs and moving from anchorage, even if lightening has taken place at the anchorage, until the Vessel is securely moored at the berth or other loading or discharging place specified by Charterers;</p>
<p>292 293 294</p>	<p>(b) due, whether directly or indirectly, to breakdown, inefficiency or other cause attributable to the Vessel and/or Owners, including inability of the Vessel to pump out the cargo at the rate indicated in Clause 16 after taking account of any variations in back pressure;</p>
<p>295</p>	<p>(c) as a result of a labour dispute, or strike, involving Master, officers or crew of the Vessel or tugs or pilot;</p>
<p>296 297</p>	<p>(d) in, or in connection with., the handling of ballast unless this is carried out concurrently with loading or discharging such that. no loss of time is involved; and</p>
<p>298</p>	<p>(e) in cleaning tanks, pumps and pipelines.</p>
<p>299</p>	<p>Nothing herein contained shall be affected by the provisions of Clause 46.</p>
<p>300 Laytime/ Demurrage/ Force Majeure 301 302 303 304 305</p>	<p>21. Any delay(s) arising from adverse weather or sea state conditions, fire, explosion, breakdown or failure of equipment, plant or machinery in or about ports or places of loading and/or discharge, Act of God, act of war, labour dispute, strike, riot, civil commotion, or arrest or restraint of princes, rulers or peoples shall, provided always that the cause of the delay(s) was not within the reasonable control of Charterers or Owners or their respective servants or agents, count as one half laytime or, if the Vessel is on demurrage, at one half of the demurrage rate.</p>
<p>306 Demurrage 307 308</p>	<p>22. Charterers shall pay demurrage at the rate of US\$ per running day and pro rata for part of a running day for all time that loading and discharging and any other time counting as laytime exceeds the laytime specified in Clause 18.</p>
<p>309 Demurage</p>	<p>23. Charterers shall be discharged and released from all liability in respect of any claim for demurrage</p>

310 **Time Bar** which Owners may have under this Charter unless a claim in writing has been presented to Charterers
311 together with supporting documentation substantiating each and every constituent part of the claim within
312 90 days of the completion of discharge of the cargo carried hereunder.

313 **Orders for** 24. If, at any time after the Vessel has completed loading the cargo or part cargo, as the case may be,
314 **Discharge Ports** Charterers instruct the Vessel to await their orders at one or more locations, then all time spent by the
315 **or Places** Vessel awaiting orders as aforesaid shall count as laytime or, if the Vessel is on demurrage, as demurrage.

316 **Revised Orders** If after any loading or discharge port or place has been nominated Charterers desire to vary such port or
317 place, Owners shall issue such revised instructions as are necessary at any time to give effect to Charterers'
318 revised orders and any period by which the steaming time taken to reach the alternative port or place
319 exceeds the time which should have been taken had the Vessel proceeded thither directly shall count as
320 laytime or, if the Vessel is on demurrage, as demurrage. Charterers shall pay Owners for additional
321 bunkers consumed during such excess time at the replacement price as paid by Owners substantiated by
322 copies of such documents as Charterers may require.

323 **Vessel/cargo** 25. Charterers shall be entitled to cause their representative(s) to carry out inspections of the Vessel
324 **Inspections/** and/or observe cargo operations and/or ascertain the quantity and quality of the cargo, water and residues
325 **Bunker Surveys** on board at any loading and/or discharge port or place.

326 Charterers' representative(s), or any independent surveyor appointed by Charterers, shall be entitled to
327 survey and take samples from any or all of the Vessel's bunker fuel tanks and non-cargo spaces at any
328 loading and/or discharge port or place.

329 Any exercise of, or failure to exercise, any of their rights under the foregoing provisions by Charterers shall
330 neither increase nor reduce the respective rights and obligations of the parties under this Charter and shall
331 not be deemed to be, nor construed as, a waiver or acceptance of any default on the part of Owners.

332 Any delay arising solely as a result of any such inspection, survey or sampling as aforesaid shall count as
333 laytime or, if the Vessel is on demurrage, as demurrage. If the Master refuses to permit any such
334 inspection, survey or sampling as aforesaid Charterers shall have the right to procure the removal of the
335 Vessel from the place at which she is lying. All time lost by reason of any such refusal by the Master,
336 including without limitation any time used in shifting the Vessel off, and back to, such, or any other, place
337 shall not count as laytime or, if the Vessel is on demurrage, as demurrage and any expenses incurred as a
338 result of any such refusal, including without limitation Vessel shifting expenses, shall be paid by Owners.

339 **Cargo Sampling** 26. Charterers shall be entitled to require the Vessel to deviate at any time after leaving any loading
340 port or place and to call at or off a port or place for cargo sampling purposes. Charterers undertake to
341 obtain the consent of the owner(s) of any cargo on board at the time before requiring the Vessel to deviate
342 as aforesaid.

343 Any delay arising from Charterers' requiring the Vessel to deviate as aforesaid, based upon the period by
344 which the steaming time taken by the Vessel to reach the next port of loading or discharge exceeds the time
345 which should have been taken had the Vessel proceeded thither directly, shall count as laytime, or if the
346 Vessel is on demurrage, as demurrage. Charterers shall pay Owners for additional bunkers consumed
347 during the period of deviation at the replacement price as paid by Owners and substantiated by copies of
348 such documents as Charterers may require and shall pay port expenses incurred by Owners at the port to
349 which Owners were required to divert the Vessel.

350 **Maintenance** 27. If Charterers so require Owners shall maintain the loaded temperature of the cargo and the Master
351 **of Cargo** shall advise Charterers, on a daily basis, of the temperature of such cargo in each of the Vessel's tanks. Not-
352 **Temperature** withstanding the foregoing the Vessel shall not be obliged to maintain the cargo at a temperature in excess
353 57deg C (135deg F). Owners warrant that the Vessel is capable of maintaining the cargo up to such
354 maximum temperature throughout the laden voyage and throughout discharge of the cargo. If the Vessel
355 fails to maintain the required temperature Owners shall be responsible for any resulting delay and any
356 time lost thereby shall not count as laytime or, if the Vessel is on demurrage, as demurrage. Should it
357 become necessary for the Vessel to vacate the berth because of Owners' failure to maintain the required

358 temperature all time lost and expenses incurred shall be for Owners1 account.

359 **Cargo Heating** 28. Charterers shall be entitled to require the Vessel to raise the temperature of the cargo above the
360 loaded temperature up to a maximum temperature of 57deg C (135deg F) in all the Vessel's tanks. The
361 Master shall advise Charterers, on a daily basis, of the temperature of the cargo in each of the Vessel's
362 tanks throughout the voyage. Charterers shall reimburse Owners for the cost of additional bunkers used
363 solely to raise the temperature of the cargo as aforesaid, as evidenced by copies of the Vessel's daily Engine
364 Log Book for the complete laden voyage, subject to a limit of 6 tonnes per degree Celsius. Charterers shall
365 pay for such bunkers at the replacement price paid by Owners and substantiated by copies of such
366 documents as Charterers may require.

367 **Ice on Voyage** 29. If on passage to the nominated port or place of loading or discharge the Master finds that the port
368 or place is inaccessible owing to ice he shall immediately request Charterers by radio for revised orders and
369 remain outside the area of ice-bound water. The terms governing such time awaiting orders shall be in
370 accordance with the provisions of Clause 24. Upon receipt of such request Charterers shall give orders for
371 the Vessel to proceed to an alternative ice-free and accessible port or place where there are facilities for
372 receiving or delivering the cargo. In this event freight shall be paid at the rate applicable under this
373 Charter to such alternative loading or discharge port or place, and any period by which the steaming time
374 taken to reach such alternative port or place exceeds the time which should have been taken had the Vessel
375 proceeded thither direct shall count as laytime or, if the Vessel is on demurrage, as demurrage.

376 **Ice at Loading/** 30. If, on or after the Vessel's arrival at a nominated port or place of loading or discharge, there is a
377 **Discharge Ports** danger of the Vessel being frozen in, the Master shall proceed to the nearest safe and ice-free position and
378 **or Places** at the same time request Charterers by radio for revised orders. Upon receipt of such request Charterers
379 shall give orders for the Vessel either to proceed to an alternative ice-free and accessible port or place,
380 where there is no danger of the Vessel being frozen in and where there are facilities for receiving or
381 delivering cargo, or to return to and load or discharge at the nominated port or place. If the Vessel is
382 ordered to an alternative port or place the sum in respect of freight and delay to be paid by Charterers shall
383 be as provided in Clause 29, but if the Vessel loads or discharge at the nominated port or place, then,
384 subject to the provisions of Clauses 19, 20 and 21, the whole of the time occupied from the receipt of Notice
385 of Readiness to load or discharge on the Vessel's first arrival until hoses are disconnected after the
386 completion of loading or discharge shall count as laytime, or if the Vessel is on demurrage, as demurrage.
387 Any delay after the final disconnection of shore hoses caused by ice by reason of the Vessel returning to the
388 nominated port or place on Charterers' instructions shall count as laytime or, if the Vessel is on
389 demurrage, as demurrage.

390 **Quarantine** 31. Should Charterers require the Vessel to proceed to any port or place at which, at the time the Vessel
391 is ordered to that port or place, there is quarantine time shall count as laytime or, if the Vessel is on
392 demurrage, as demurrage whilst the Vessel is detained, but should quarantine be declared only whilst the
393 Vessel is on passage to the port or place Charterers shall not be liable for any delay caused by such
394 quarantine.

395 **Lien** 32. Owners shall have a lien upon the cargo for all freight, deadfreight, demurrage and the cost of
396 recovery thereof.

397 **Documentation** 33. Owners undertake that throughout the currency of this Charter the Vessel shall have on board all
398 such valid documentation as may, from time to time, be required to enable the Vessel to enter and carry out
399 all required operations at loading or discharge ports or places and leave, without let or hindrance, all ports
400 or places to which the Vessel may be directed under the terms of this Charter and Owners hereby expressly
401 confirm: -

402 (a) that they shall be responsible for any loss, damage, delay or expenses; and

403 (b) that time shall not count as laytime or, if the Vessel is on demurrage, as demurrage for any period
404 during which the Vessel is not fully and freely available to Charterers;

405 as a result of action taken against her by any Government, Government Organisation, competent

406 authority, person or organisation, owing to her flag, failure to have on board valid documentation as
407 aforesaid or any dispute relating to Owners' wages or crew employment policy or to the condition of the
408 Vessel or her equipment.

409 **Calls at** 34. (a) Notwithstanding Clause 45 as from the date of agreement to, and for the duration of, this
410 **Sullom Voe** Charter Owners and their agents shall observe Charterers' instructions regarding the disposal of ballast
411 from the Vessel. For such period as aforesaid Owners shall ensure that no engine room, pumproom or
412 other oily effluent is discharged from the Vessel and shall, if required by Charterers, produce evidence of
413 instructions cabled by them to the Master forbidding the discharge of such effluent from the Vessel.
414 Charterers shall pay any deadfreight arising by reason of compliance with Charterers' instructions. If,
415 before the commencement of loading at Sullom Voe Terminal, Charterers produce to Owners evidence of
416 non-compliance with such instructions regarding the disposal of ballast or evidence of the discharge, or
417 apparent discharge, of such effluent Charterers may, by notice in writing, cancel this Charter without
418 incurring any liability for damages.

419 b) Owners warrant that the Vessel is capable of accepting cargo at the following minimum acceptance
420 rates and of deballasting within the following maximum periods:-

	Minimum	Maximum
421 Ship's size	Cargo Acceptance Rate	Deballasting Period.
422 Up to 89,999 tons SDWT	7.5 per cent of SDWT/Hour	5 hours 30 minutes.
423 90,000 tonnes to 179,999 tons SDWT	6.6 per cent of SDWT/Hour	8 hours 40 minutes.
424 Over 180,000 tonnes SDWT	5.8 per cent of SDWT/Hour	11 hours 10 minutes,
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426 Should the Vessel's cargo acceptance rate be less than the relevant minimum rate specified above or should
427 the deballasting time specified above exceed the relevant maximum period the excess time required to
428 complete loading shall be deducted from any laytime or demurrage accruing under the provisions of this
429 Charter.

430 (c) Owners warrant that the Vessel shall present manifolds of 16 inch diameter, class ANSI 150 with a
431 minimum 500 mm between flanges or reducer/spool pieces such that the quick closing coupler may operate
432 without restrictions.

433 **Calls at** 35. Owners warrant that the Vessel is neither directly nor indirectly owned and/or chartered by South
434 **Nigerian Ports** African, Namibian, Zimbabwean or Israeli companies or persons, that the Vessel is not registered in any of
435 the aforementioned States and that the Vessel is not linked, by means of financial arrangements or
436 mortgages, with such States.

437 Owners warrant that the Master, officers and crew and any supernumeraries or passengers do not, and
438 shall not, include nationals of any of the aforementioned States or persons who were born in, or reside in,
439 any of such States.

440 Owners warrant that the Vessel has not called at or off any port in South Africa, Namibia, or Israel within
441 the last 2 years prior to her arrival in Nigerian waters. A port of call in this context includes calling at or off
442 a port to receive services such as mail and/or provisions whether by helicopter or launch and not merely
443 discharging, loading, repairing or bunkering.

444 Owners warrant that no stores, spare parts, provisions and packing of material on board emanate from any
445 of the States referred to in the first paragraph of this Clause.

446 **Bills of Lading** 36. Bills of Lading shall be signed as Charterers direct, without prejudice to this Charter. Charterers
447 **and Indemnities** hereby indemnify Owners -

448 (a) against all liabilities that may arise from the signing of Bills of Lading in accordance with the directions
449 of Charterers to the extent that the terms of such Bills of Lading impose more onerous liabilities than those
450 assumed by Owners under the terms of this Charter; and

451 (b) against claims brought by holders of Bills of Lading against Owners by reason of any deviation required

452 by Charterers under the provisions of Clauses 24 and 26.

453 All Bills of Lading issued under this Charter shall contain War Risks, Both-to-Blame Collision und New
454 Jason clauses.

455 **Unavailability of** If a Bill of Lading is not available at any discharge port or place to which the Vessel may be ordered by
456 **Bills of La ding** Charterers under this Charter or if Charterers require Owners to deliver cargo to a party and/or at a port
457 **Change of** or place other than as set out in the Bills of Lading, then Owners shall nevertheless discharge the cargo
458 **Receiver** carried by the Vessel in compliance with Charterers' instructions, upon a consignee nominated by
459 **Change of** Charterers (hereinafter called "the Receiver") presenting reasonable identification to the Master, in
460 **Discharge** consideration of the following undertakings by Charterers:-
461 **Port or Places**

461 (i) to indemnify Owners (which term shall, for the purpose of this Clause, include Owners' servants and
462 agents) and to hold Owners harmless in respect of any liability, loss or damage of whatsoever nature which
463 Owners may sustain by reason of delivering the cargo to the Receiver in accordance with Charterers'
464 instructions;

465 (ii) to provide Owners, in the event of any proceedings being commenced against Owners in connection
466 with the delivery of the cargo as aforesaid, from time to time on demand, with sufficient funds to defend the
467 same;

468 (iii) to provide Owners on demand such bail or other security as may be required if, in connection with the
469 delivery of the cargo as aforesaid, the Vessel or any other vessel or property belonging to Owners should be
470 arrested or detained or, if the arrest or detention thereof should be threatened, to prevent such arrest or
471 detention, or to secure the release of such Vessel or property and to indemnify Owners in respect of any
472 loss, damage or expenses caused by such arrest or detention whether or not the same be justified; and

473 (iv) to produce and deliver to Owners all original Bills of Lading in respect of the cargo loaded by the Vessel
474 as soon as same shall have arrived and/or come into the possession of Charterers whereupon Charterers'
475 liability hereunder shall cease.

476 The provisions of the foregoing undertakings shall be governed by English Law.

477 **Coding of Cargo** 37. If Charterers require the Vessel to load or discharge at a port or ports within the jurisdiction of the
478 **Cargo** US Customs Service, Owners shall procure that the Master complies with Charterers' instructions as to the
479 **Documentation -** insertion of Owners' Unique Identifier in each Bill of Lading accompanying a shipment of imported cargo
480 **US Customs** in accordance with US Customs Regulations (19 CFR Parts 4 and 178). Owners shall provide Charterers or
481 **Regulations** their agents on request with details of their Unique Bill of Lading Identifier in respect of any cargo carried
482 hereunder.

483 In the event that the Master fails to comply with Charterers' instruction as aforesaid Owners shall be liable
484 for any delays resulting therefrom and any time lost thereby shall not count as laytime or, if the Vessel is
485 on demurrage, as demurrage.

486 **Liberty** 38. The Vessel shall have liberty to sail with or without pilots, to tow or go to the assistance of vessels in
487 distress, to call at any port or ports for bunkers, and to deviate for the purpose of saving life or property,
488 or for any other reasonable purpose.

489 **Agency** 39. Charterers shall nominate the Vessel's agents at loading and discharge ports or places but such
490 agents shall be employed, instructed and paid by Owners.

491 **Estimated** 40. If the Master fails to comply with any of the following provisions any delay, either at a loading or
492 **Times of** discharge port or place, resulting therefrom shall not count as laytime or, if the Vessel is on demurrage, as
493 **Arrival** demurrage and Owners shall be responsible for any additional costs incurred by Charterers arising from
494 such non-compliance.

495 The Master shall send messages by radio or telex to Charterers addressed 'BP Shipping London' and to the

496 agents at the loading port or place advising the date and approximate hour of the Vessel's arrival. Such
497 messages shall be sent upon the Vessel's sailing from the prior discharge port and 7 days and 72, 48 and 24
498 hours prior to the Vessel's estimated arrival at the loading port or place. Should the Vessel be at sea or
499 elsewhere when ordered by Owners to proceed to the loading port or place the Master shall, if the Vessel is
500 less than 7 days or 72/48/24 hours, as applicable, from the loading port or place, immediately notify
501 Charterers and the agents of the Vessel's ETA in the manner aforesaid and thereafter notify Charterers
502 and the agents of the Vessel's ETA at such of the times as aforesaid as are applicable or immediately
503 provide Charterers with such other ETAs as Charterers may request.

504 The Master shall notify Charterers and the agents of the Vessel's ETA at the discharge port or place in the
505 manner aforesaid also providing information as to the Vessel's expected arrival draught on even keel salt
506 water either upon the Vessel leaving the previous port or place or 72 hours prior to her estimated arrival
507 at the discharge port or place, whichever is the later. Thereafter the Master shall notify Charterers and the
508 agents of the Vessel's ETA together with the information as aforesaid 48 and 24 hours, as applicable, from
509 the discharge port or place or immediately provide Charterers with such other ETAs as Charterers may
510 request.

511 The Master shall advise Charterers and the agents promptly by radio or telex of any variation of more than
512 6 hours in estimated dates or times of arrival at the loading and/or discharge port or place.

513 Should the voyage involve passing the Cape of Good Hope the Master shall, on passing the Cape of Good
514 Hope, send an additional radio or telex message to Charterers, advising the Vessel's ETA oIT Land's End
515 or at the discharge port or place if already nominated, stating also the estimated arrival draught on even
516 keel salt water.

517 Charterers shall have the right to see copies of all telexes (showing answerbacks) referred to in this Clause.

518 **Sub-Charter** 41. Charterers may sub-charter the Vessel without prejudice to the respective rights and obligations of
519 either party under this Charter.

520 **Cargo Insurance** 42. Any additional premium which might be placed on the cargo insurance by reason of the Vessel's age
521 and/or condition shall be for Owners' account, and Charterers shall be entitled to deduct the cost of any
522 such additional premium from the freight.

523 **Bunker Fuel** 43. If the supply of bunker fuel required for the voyage performed under this Charter should not at the
524 material date be covered under a contract between Owners and any of the BP Group of Companies, the
525 first option of supplying such bunker fuel shall be given by Owners to a Company within the BP Group.

526 **Traffic** 44. Owners shall instruct the Master to observe recommendations as to traffic separation and routing
527 **Separation** as issued from time to time by the International Maritime Organisation or as promulgated by the State of
528 **and Routeing** the flag of the Vessel or the State in which the effective management of the Vessel is exercised.

529 **Oil Pollution** 45. Owners shall instruct the Master to retain on board all oily residues of oil of a persistent nature
530 **Prevention** remaining in the Vessel from the previous cargo. The Master shall, during tank washing, collect the
531 washings into one cargo compartment and after maximum separation of the free water, discharge the
532 water so separated overboard. In the discharge of all water separated as aforesaid Owners shall comply
533 with the requirements of the International Convention for the Prevention of Pollution from Ships 1973, as
534 amended by its Protocol of 1978 (MARPOL 73/78), insofar as these do not conflict with any applicable law.

535 When this operation is completed the Master shall notify Charterers by radio of the estimated tonnage of
536 all segregated tank washings from previous cargoes.

537 **Treatment of** On the Vessel's arrival at the loading port or place the Master shall arrange that the quantity of all
538 **Tank Washings** segregated tank washings shall be measured in conjunction with cargo suppliers and shall make a note in
539 the Vessel's ullage record of the quantity so measured.

540 If Charterers require the Master to load the cargo on top of the segregated tank washings, freight

541 calculated in accordance with Clause 6 shall be paid on that quantity of the tank washings up to a tonnage
542 equivalent of 1% of the Vessel's summer deadweight. Owners shall instruct the Master to keep the water
543 to a minimum and in any event not exceeding 0.15% of the Vessel's summer deadweight tonnage.

544 If Charterers require the Master to segregate the tank washings from the cargo to be loaded, Charterers
545 shall pay for any deadfreight so incurred.

546 If, for whatever reason, the cargo loaded hereunder is not loaded on top of the segregated tank washings
547 from previous cargoes (or any part thereof), Owners undertake that all such washings shall be discharged
548 or disposed of or retained in accordance with the orders and directions of Charterers on completion of the
549 voyage hereunder.

550 **Exceptions** 46. The provisions of Articles III (other than Rule 8), IV, IV bis and VIII of the Schedule to the Carriage
551 of Goods by Sea Act, 1971 of the United Kingdom shall apply to this Charter and shall be deemed to be
552 inserted in extenso herein. This Charter shall be deemed to be a contract for the carriage of goods by sea to
553 which the said Articles apply, and Owners shall be entitled to the protection of the said Articles in respect
554 of any claim made hereunder.

555 Charterers shall not, unless otherwise in this Charter expressly provided, be responsible for any loss or
556 damage or delay or failure in performance hereunder arising or resulting from Act of God, act of war,
557 seizure under legal process, quarantine restrictions, labour disputes, strikes, riots, civil commotions, arrest
558 or restraint of princes, rulers or peoples.

559 **War Risks** 47. (a) The Master shall not be required or bound to sign Bills of Lading for any blockaded port or for
560 any port which the Master or Owners in his or their discretion consider dangerous or impossible to enter
561 or reach.

562 (b) If-
563 (i) any port of loading or of discharge named in this Charter or to which the Vessel may properly be
564 ordered pursuant to the terms of this Charter or the Bills of Lading be blockaded: or

565 (ii) owing to any war, hostilities, warlike operations, civil war, civil commotions, revolutions, or the
566 operation of international law:-

567 (aa) entry to any such port of loading or of discharge or the loading or discharge of cargo at any port
568 be considered by the Master or Owners in his or their discretion dangerous or prohibited, or

569 (bb) it be considered by the Master or Owners in his or their discretion dangerous or impossible for
570 the Vessel to reach any such port of loading or of discharge,

571 then Charterers shall have the right to order the cargo or such part of it as may be affected to be loaded or
572 discharged at any other port of loading or of discharge whether within or outside the range of loading or
573 discharge ports respectively established under the provisions of this Charter (provided such other port is
574 not blockaded or that entry thereto or loading or discharge of cargo thereat is not in the Master's or Own-
575 ers' discretion dangerous or prohibited). If no orders be received from Charterers within 48 hours after
576 they or their agents have received from Owners a request for the nomination of a substitute port, then:

577 if the affected port is the first and only loading port and no cargo has been loaded, this Charter
578 shall terminate forthwith;

579 if the affected port is a loading port and part of the cargo has already been loaded, the Vessel
580 may proceed on passage and Charterers shall pay for any deadfreight so incurred;

581 if the affected port is a discharge port, Owners shall be at liberty to discharge the cargo at any safe
582 port which they or the Master may in their or his discretion decide on (whether within or outside the
583 range of discharge ports established under the provisions of this Charter) and such discharge
584 shall be deemed to be due fulfilment of the contract or contracts of affreightment so far as cargo so

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discharged is concerned.

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In the event of the cargo being loaded or discharged at any such other port within the respective range of loading or discharge ports established under the provisions of this Charter, this Charter shall be read in respect of freight and all other conditions whatsoever as if the voyage performed were that originally designated. However if the Vessel discharges the cargo at a port outside the range of discharge ports established under the provisions of this Charter, freight shall be paid as for the voyage originally designated and all extra expenses involved in reaching the actual port of discharge and/or discharging the cargo thereat shall be paid by Charterers. In the latter event Owners shall have a lien on the cargo for all such extra expenses.

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(c) The Vessel shall have liberty to comply with any directions or recommendations as to departure, arrival, routes, ports of call., stoppages, destinations, zones, waters, delivery or in any other wise whatsoever given by the government of the nation under whose flag the Vessel sails or any other government or local authority including any de facto government or local authority or by any person or body acting or purporting to act as or with the authority of any such government or authority or by any committee or person having under the terms of the war risks insurance on the Vessel the right to give any such directions or recommendations. If by reason of or in compliance with any such directions or recommendations anything is done or is not done such shall not be deemed a deviation.

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If by reason of or in compliance with any such direction or recommendation the Vessel does not proceed to the port or ports of discharge originally designated or to which she may have been ordered pursuant to the terms of the Bills of Lading, the Vessel may proceed to any safe port of discharge which the Master or Owners in his or their discretion may decide on and there discharge the cargo. Such discharge shall be deemed to be due fulfilment of the contract or contracts of affreightment and Owners shall be entitled to freight as if discharge had been effected at the port or ports originally designated or to which the Vessel may have been ordered pursuant to the terms of the Bills of Lading. All extra expenses involved in reaching and discharging the cargo at any such other port of discharge shall be paid by Charterers and Owners shall have a lien on the cargo for freight and all such expenses.

611 **Both to Blame**
612 **Collision**
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48. If the liability for any collision in which the Vessel is involved while performing this Charter falls to be determined in accordance with the laws of the United States of America, or the laws of any State which applies laws similar to those applied in the USA in the circumstances envisaged by this Clause, the the following Clause shall apply:-

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"If the Vessel comes into collision with another vessel as a result of the negligence of the other vessel and any act, neglect or default of the Master, mariner, pilot or the servants of the carrier in the navigation or in the management of the Vessel, the owners of the goods carried hereunder will indemnify the carrier against all loss or liability to the other or non-carrying vessel or her owners in so far as such loss or liability represents loss of, or damage to, or any claim whatsoever of the owners of, said goods, paid or payable by the other or non-carrying vessel or her owners to the owners of said goods and set off, recouped or recovered by the other or non-carrying vessel or her owners as part of their claim against the carrying vessel or carrier.

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The foregoing provisions shall also apply where the owner, operators or those in charge of any vessel or vessels or objects other than, or in addition to, the colliding vessels or objects are at fault in respect of collision or contact."

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Whilst Charterers shall procure that all Bills of Lading issued under this Charter shall contain a provision in the foregoing terms, to be applicable where the liability for any collision in which the Vessel is involved falls to be determined in accordance with the preamble of this Clause, Charterers neither warrant nor undertake that such provision shall be effective. In the event that such provision proves ineffective Charterers shall, notwithstanding anything to the contrary herein provided, not be obliged to indemnify Owners.

632 **General Average**
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49. General Average shall be adjusted and settled in London in accordance with the York/Antwerp Rules 1974 or any modification or re-enactment thereof for the time being in force.

634 **New Jason**
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50. If, notwithstanding Clause 49, it is agreed in writing that General Average adjustment be made in accordance with the law and practice of the United States of America, the following Clause shall apply:-

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"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 carrier is not responsible, by statute, contract or otherwise, the cargo shippers, consignees or owners of the cargo shall contribute with the carrier in general average to the payment of any sacrifices, losses 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.

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If a salving ship is owned or operated by the carrier, salvage shall be paid for as fully as if the said salving ship or ships belonged to strangers. Such deposit as the carrier or his 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 carrier before delivery",

646 **FMC Certificate/**
647 **US Coastguard**
648 **Regulations**
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51. Owners undertake that the Vessel carries on board a valid US Coast Guard Certificate of Financial Responsibility as required under the US Federal Water Pollution Control Act as amended by the Clean Water Act of 1977, Any delay arising from failure by Owners to have such a Certificate on board the Vessel shall not count as laytime or, if the Vessel is on demurrage, as demurrage.

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Owners warrant that during the period of this Charter the Vessel shall comply with all applicable US Coast Guard Regulations and that if in any respect whatsoever the Vessel does not so comply there shall be on board the Vessel appropriate waivers from the US Coast Guard. Any delay arising from non-compliance with the foregoing provision shall not count as laytime or, if the Vessel is on demurrage, as demurrage.

654 **Clause**
Paramount
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52. All Bills of Lading issued under this Charter shall contain the following Clause Paramount:-

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"CLAUSE PARAMOUNT

This Bill of Lading shall:

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(1) in relation to the carriage of any goods from any port in Great Britain or Northern Ireland to any other port whether in or outside Great Britain or Northern Ireland have effect subject to the provisions of the Carriage of Goods by Sea Act 1971 and to the Rules contained in the Schedule thereto (the Hague/Visby Rules) and nothing herein contained shall be deemed a surrender by the Carrier of any of his rights or immunities or an increase of any of his responsibilities or liabilities under the said Act;

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(2) in relation to the carriage of any goods from any port in a state in which legislation similar in effect to the Carriage of Goods by Sea Act 1971 of the United Kingdom is in force to any port in any other state, have effect subject to such legislation and to the Rules contained in the Schedule thereto and nothing herein contained shall be deemed a surrender by the Carrier of any of his rights or immunities or an increase of any of his responsibilities or liabilities under the said legislation;

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(3) in relation to the carriage of any goods between ports in two different states, where this Bill of Lading is issued in Great Britain, Northern Ireland or any state in which legislation similar in effect to the Carriage of Goods by Sea Act 1971 of the United Kingdom is in force have effect subject to such Act or such legislation and to the Rules contained in the Schedule thereto and nothing herein contained shall be deemed a surrender by the Carrier of any of his rights or immunities or an increase of any of his responsibilities or liabilities under the said Act or said legislation;

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(4) in any other case have effect as if the contract or carriage herein contained were a contract of carriage to which the provisions of the Carriage of Goods by Sea Act 1971 of the United Kingdom applied and the Carrier shall be entitled to the benefit of the privileges, rights and immunities conferred by the said Act and the Rules contained in the Schedule thereto as if the same were herein specifically set out.

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Notwithstanding the foregoing provisions of this Clause the Hague/Visby Rules shall not apply to this

678 contract where the goods carried hereunder consist of cargo which by this contract is stated as being
679 carried on deck and is so carried.

680 If any term of this Bill of Lading be repugnant to the provisions of the Hague/Visby Rules such term shall
681 be void to that extent but no further."

682 **TOVALOP** 53. Owners warrant that the Vessel is a Participating Tanker in TOVALOP and will so remain during
683 this Charter, provided however that nothing herein shall prevent Owners, upon prior notice to Charterers,
684 from withdrawing from TOVALOP under Clauses III(B) or X thereof, and provided further that upon any
685 withdrawal under Clause III(B) or under Clause X, following an amendment to TOVALOP which does not
686 materially increase the obligations of the Parties thereunder, Charterers shall have the option to terminate
687 this Charter.

688 When an escape or discharge of Oil occurs from the Vessel and causes or threatens to cause Pollution
689 Damage, or when there is the Threat of an escape or discharge of Oil (i.e. a grave and imminent danger of
690 the escape or discharge of Oil which, if it occurred would create a serious danger of Pollution Damage),
691 then Charterers may, at their option, upon notice to Owners or the Master, undertake such measures as are
692 reasonably necessary to prevent or minimise such Damage or to remove the Threat, unless Owners
693 promptly undertake the same, Charterers shall keep Owners advised of the nature and result of any such
694 measures taken by them, and, if time permits, the nature of the measures intended to be taken by them. Any
695 of the aforementioned measures taken by Charterers shall be deemed taken on Owners' authority and as
696 Owners' agent, and shall be at Owners' expense except to the extent that:

697 (a) any such escape or discharge or Threat was caused or contributed to by Charterers; or

698 (b) by reason of the exceptions set out in Article III, paragraph 2, of the 1969 International Convention on
699 Civil Liability for Oil Pollution Damage, Owners are, or, had the said Convention applied to such escape or
700 discharge or to the Threat, would have been, exempt from liability for the same; or

701 (c) the cost of such measures together with all other liabilities, costs and expenses of Owners arising out of
702 or in connection with such escape or discharge or Threat removal exceeds One Hundred and Sixty U.S.
703 Dollars per ton or Sixteen Million Eight Hundred Thousand U.S. Dollars, whichever is the lesser, save
704 insofar as Owners shall be entitled to recover such excess under either the 1971 International Convention
705 on the Establishment of an International Fund for Compensation for Oil Pollution Damage or under
706 CRISTAL, provided that in any incident to which the TOVALOP Supplement applies the Owners' limit of
707 liability hereunder shall be that provided for in the said Supplement;

708 PROVIDED ALWAYS that if Owners in their absolute discretion consider said measures should be
709 discontinued, Owners shall so notify Charterers and thereafter Charterers shall have no right to continue
710 said measures under the provisions of this Clause and all further liability to Charterers under this Clause
711 shall thereupon cease.

712 The above provisions are not in derogation of such other rights as Charterers or Owners may have under
713 this Charter or may otherwise have or acquire by Law or any International Convention or TOVALOP.

714 For the purposes of this Clause, the meaning of the terms "Oil" and "Pollution Damage" shall be as
715 defined in TOVALOP and "ton" shall be understood in relation to "tonnage" as defined therein.

716 **The BP Shipping** 54. During pre-fixture negotiations leading to agreement between Owners and Charterers to the terms
717 **Questionnaire** and conditions of this Charter Owners have, either in consultation with their brokers or otherwise,
718 provided Charterers with a completed BP Shipping Questionnaire a copy of which shall be attached hereto
719 as Appendix 1.

720 Owners warrant that the responses to the BP Shipping Questionnaire provided by or on behalf of them are
721 correct. If any response as provided by or on behalf of Owners proves to be incorrect Charterers shall be
722 entitled either:-

723 (a) to cancel this Charter forthwith without prejudice to any other rights available to them under this
724 Charter or otherwise under English Law; or

725 (b) to recover, by deduction from freight, any losses, costs, damages or expenses incurred as a direct result
726 of Owners' breach of warranty.

727 In the event of any conflict arising between any provision(s) in the body of this Charter and any provision(s)
728 in Appendix 1 the provision(s) contained in the body of this Charter shall prevail.

729 **Law** 55. The construction, validity and performance of this Charter shall be governed by English Law. The
730 High Court in London shall have exclusive jurisdiction over any dispute which may arise out of this
731 Charter.

In Witness Whereof the parties have caused this Charter to be executed as of the date first above
written

.....

for and on behalf of

..... **OWNERS**

.....

for and on behalf of **BP SHIPPING LIMITED** as agents for

..... **CHARTERERS**

APPENDIX 1

The BP Shipping Questionnaire

Type Here (Delete this)

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