



**BP SHIPPING LTD.**  
 Britannic Tower  
 Moor Lane  
 LONDON EC2Y 9BU

Code word for this Charterparty  
 "BEEPEEVOY3"

## *Voyage Charterparty*

LONDON ..... 20 .....

*It is this day agreed between* .....

of .....

Owners (hereinafter referred to as 'Owners') of the good motor/steam tank vessel called

(hereinafter referred to as 'the Vessel') now .....

..... and expected ready to load about .....

and **BP Shipping Limited** of London as agents for .....

(hereinafter referred to as 'Charterers')

1. Owners undertake that:

(a) the Vessel is classed .....

(b) the Vessel has a summer deadweight of ..... tonnes

on a saltwater draught of ..... metres, with a total cargo capacity (98%

full) of ..... cubic metres;

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

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

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

27 Loading  
and Discharge  
28 Ports Range

3. Subject to the provisions of Clause 24, the Vessel shall proceed to .....

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.....

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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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..... in bulk,

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not exceeding what she can reasonably stow and carry over and above the tackle, provisions and furniture,

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and in any case not in excess of the quantity permitted by the International Load Line Convention, 1966, or

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any modification or amendment thereof as may be applicable to the voyage to be performed under this

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Charter. Thereupon the Vessel shall proceed with such cargo at a speed which Owners undertake shall be

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..... knots ('Base Speed'), as ordered on signing Bills of Lading or as provided in Clauses

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24 and/or 26 to .....

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..... or so near thereunto as she may safely reach,

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and deliver the same in consideration of the payment of freight as provided in Clauses 6 and 7.

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Charterers shall have the right at any time during the voyage to order the Vessel to increase speed in order

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to arrive at a port or place on a certain date. Charterers shall not instruct the Vessel to increase speed such

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as to require the Vessel to proceed at a maximum speed in excess of that set out in the BP Shipping

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Questionnaire. If Charterers require any increase of speed to be made, any increase in the freight rate

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consequent thereon shall be calculated in accordance with the provisions of Clause 6.

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If the Vessel fails to maintain Base Speed, or fails to comply with instructions as to the increase of speed

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given by Charterers pursuant to this Clause, Owners shall, subject to Clause 46, be liable for all costs,

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losses, damages and expenses arising as a direct consequence thereof save to the extent that Owners can

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prove to the satisfaction of Charterers that such failure was attributable to a reduction in speed necessi-

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tated by either adverse weather and sea state conditions or the safe navigation of the Vessel and Charterers

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shall be entitled to deduct any such costs, losses, damages and expenses from any demurrage due to Owners

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hereunder without prejudice to any other rights available to Charterers under this Charter or otherwise

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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-  
84 Transfer shipment operation shall be carried out in accordance with the recommendations set out in the latest  
85 Operations edition of the ICS/OCIMF Ship to Ship Transfer Guide (Petroleum) and Owners undertake that the Vessel  
86 and her crew will comply with such recommendations. Charterers shall provide and pay for all necessary  
87 equipment including suitable fenders and hoses. Owners shall permit supervisory personnel nominated by  
88 Charterers to attend on board, including a Mooring Master, to assist in the trans-shipment operation. In  
89 the case of a ship to ship transfer freight shall be paid in accordance with the provisions of Clause 6.

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  
92 discharge at more than one berth at each discharge port or place in which event Owners shall, in the first  
93 instance, pay expenses arising from any of the following movements of the Vessel:-

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  
96 discharge berths; and

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 afore-  
99 mentioned movements upon presentation by Owners of all supporting invoices evidencing prior payment  
100 by Owners.

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

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

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

110 .....



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

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

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

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

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

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

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

192 Crude Oil  
193 Washing-  
194 Crude Oil  
Vessels  
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13. Owners undertake that the Vessel is equipped with a fully functional Crude Oil Washing System and that the officers and crew are properly qualified by way of certification for, and experienced in, the operation of such System. Whilst Charterers may instruct the Master to carry out crude oil washing of all tanks which contained cargo the Master shall, in any event, arrange for the crude oil washing of cargo tanks to the MARPOL minimum standards, as set out in the Vessel's Crude Oil Washing Operation and Equipment Manual, at the discharge port or place.

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For all such crude oil washing the period for discharge specified in Clause 16 shall be increased from 24 to 30 hours or pro rata thereof in the case of a part cargo. Any additional time taken for discharge and crude oil washing shall not count as laytime or, if the Vessel is on demurrage, as demurrage.

202 Dues and  
203 Other Charges

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

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

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

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

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

218 Pumping 16. Owners undertake that the Vessel shall discharge a full cargo, as defined hereunder, within 24  
219 hours, or pro rata thereof in respect of a part cargo, from the commencement of pumping or that the Vessel  
220 shall maintain a minimum discharge pressure of 100 psig at the Vessel's manifold throughout the period of  
221 discharge provided that the shore receiving facilities are capable of accepting discharge of the cargo within  
222 such time or at such pressure. The shore receiving facilities shall have the right to gauge discharge pressure  
223 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/  
Cancelling 17. Laydays for the purpose of this Charter shall be from .....  
245 ("the Commencement Date") to ..... ("the Cancelling  
246 Date"). Laytime for the purposes of loading shall not commence before 0600 hours local time on the Com-  
247 mencement Date unless with Charterers' sanction in which event laytime shall commence when the Vessel  
248 commenced loading and should the Vessel not be ready to load by 1600 hours local time on the Cancelling  
249 Date Charterers shall have the option of cancelling this Charter. Should the Vessel, with Charterers'  
250 sanction, have commenced loading prior to the commencement of laytime, as provided above, then the time  
251 from such commencement of loading to the commencement of laytime shall constitute additional laytime  
252 for the purpose of loading and discharging and in respect of the period(s) referred to in Clause 18.

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  
266 Laytime commencement of laydays, as laytime for loading and discharging and in respect of any period(s) when the  
267 Vessel, in accordance with Charterers' instructions, is proceeding or operating as referred to in Clauses 4,  
268 5, 12, 21, 24, 25, 26, 29, 30 and 31. Sundays and holidays shall be included in respect of laytime for loading  
269 or discharging unless loading or discharging on the Sunday or holiday in question is prohibited by law or  
270 regulation at the port or place of loading or discharge and Charterers shall have the right of loading and  
271 discharging during the night.

272 Commencement 19. Subject only to Clauses 17, 20 and 21:-  
and Termination

273 of Laytime/ (a) laytime or, if the Vessel is on demurrage, demurrage shall at each loading and each discharge port or  
274 Demurrage place commence at the expiry of 6 hours after Notice of Readiness to load or discharge has been received  
275 for Lading from the Master or his agents by Charterers or their agents, berth or no berth, or when the Vessel  
276 and Discharge commences to load or discharge at the berth or other loading or discharging place, whichever first occurs.  
277 Such Notice of Readiness may be given either by letter, facsimile transmission, telegram, telex, radio or  
278 telephone (and if given by radio or telephone shall subsequently be confirmed in writing and if given by  
279 facsimile transmission confirmed by telex) but Notice of Readiness shall not be given, without Charterers'  
280 sanction, before the commencement of laydays; and

281 (b) laytime or, if the Vessel is on demurrage, demurrage shall run until the cargo hoses have been finally  
282 disconnected upon termination of loading or discharging, such disconnection to be effected promptly;  
283 provided always that if the Vessel is detained for more than 2 hours beyond the final disconnection of hoses  
284 by the shore terminal solely for the completion of cargo documentation and the presentation of such  
285 documents on board the vessel, laytime or, if the Vessel is on demurrage, demurrage shall re-commence  
286 after such period of 2 hours and terminate upon the completion of cargo documntution.

287 Suspension of 20. Time shall not count against laytime or, if the Vessel is on demurrage, for demurrage when spent or  
288 Laytime/ lost: -  
Demurrage

289 for Loading (a) on an inward passage, including awaiting daylight, tide, opening of locks, pilot, or tugs and moving from  
290 and Discharge anchorage, even if lightening has taken place at the anchorage, until the Vessel is securely moored at the  
291 berth or other loading or discharging place specified by Charterers;

292 (b) due, whether directly or indirectly, to breakdown, inefficiency or other cause attributable to the Vessel  
293 and/or Owners, including inability of the Vessel to pump out the cargo at the rate indicated in Clause 16  
294 after taking account of any variations in back pressure;

295 (c) as a result of a labour dispute, or strike, involving Master, officers or crew of the Vessel or tugs or pilot;

296 (d) in, or in connection with., the handling of ballast unless this is carried out concurrently with loading or  
297 discharging such that. no loss of time is involved; and

298 (e) in cleaning tanks, pumps and pipelines.

299 Nothing herein contained shall be affected by the provisions of Clause 46.

300 Laytime/ 21. Any delay(s) arising from adverse weather or sea state conditions, fire, explosion, breakdown or  
301 Demurrage/ failure of equipment, plant or machinery in or about ports or places of loading and/or discharge, Act of  
302 Force Majeure God, act of war, labour dispute, strike, riot, civil commotion, or arrest or restraint of princes, rulers or  
303 peoples shall, provided always that the cause of the delay(s) was not within the reasonable control of  
304 Charterers or Owners or their respective servants or agents, count as one half laytime or, if the Vessel is on  
305 demurrage, at one half of the demurrage rate.

306 Demurrage 22. Charterers shall pay demurrage at the rate of US\$ ..... per running day and pro  
307 rata for part of a running day for all time that loading and discharging and any other time counting as  
308 laytime exceeds the laytime specified in Clause 18.

309 Demurrage 23. Charterers shall be discharged and released from all liability in respect of any claim for demurrage  
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 Owners' 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/  
377 Discharge Ports  
378 or Places 30. If, on or after the Vessel's arrival at a nominated port or place of loading or discharge, there is a  
379 danger of the Vessel being frozen in, the Master shall proceed to the nearest safe and ice-free position and  
380 at the same time request Charterers by radio for revised orders. Upon receipt of such request Charterers  
381 shall give orders for the Vessel either to proceed to an alternative ice-free and accessible port or place,  
382 where there is no danger of the Vessel being frozen in and where there are facilities for receiving or  
383 delivering cargo, or to return to and load or discharge at the nominated port or place. If the Vessel is  
384 ordered to an alternative port or place the sum in respect of freight and delay to be paid by Charterers shall  
385 be as provided in Clause 29, but if the Vessel loads or discharge at the nominated port or place, then,  
386 subject to the provisions of Clauses 19, 20 and 21, the whole of the time occupied from the receipt of Notice  
387 of Readiness to load or discharge on the Vessel's first arrival until hoses are disconnected after the  
388 completion of loading or discharge shall count as laytime, or if the Vessel is on demurrage, as demurrage.  
389 Any delay after the final disconnection of shore hoses caused by ice by reason of the Vessel returning to the  
nominated port or place on Charterers' instructions shall count as laytime or, if the Vessel is on  
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  
 410 Sullom Voe  
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34. (a) Notwithstanding Clause 45 as from the date of agreement to, and for the duration of, this Charter Owners and their agents shall observe Charterers' instructions regarding the disposal of ballast from the Vessel. For such period as aforesaid Owners shall ensure that no engine room, pumproom or other oily effluent is discharged from the Vessel and shall, if required by Charterers, produce evidence of instructions cabled by them to the Master forbidding the discharge of such effluent from the Vessel. Charterers shall pay any deadfreight arising by reason of compliance with Charterers' instructions. If, before the commencement of loading at Sullom Voe Terminal, Charterers produce to Owners evidence of non-compliance with such instructions regarding the disposal of ballast or evidence of the discharge, or apparent discharge, of such effluent Charterers may, by notice in writing, cancel this Charter without incurring any liability for damages.

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 420

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

	Minimum	Maximum
421 Ship's size	Cargo Acceptance Rate	Deballasting Period.
422 Up to 81,283 tonnes SDWT	7.5 per cent of SDWT/Hour	5 hours 30 minutes.
423 81,284 tonnes to 162,567 tonnes SDWT	6.6 per cent of SDWT/Hour	8 hours 40 minutes.
424 162,568 to 325,134 tonnes SDWT	5.8 per cent of SDWT/Hour	11 hours 10 minutes
425 Over 325,135 tonnes SDWT	5.8 per cent of SDWT/Hour	13 hours 00 minutes

427  
 428  
 429  
 430

Should the Vessel's cargo acceptance rate be less than the relevant minimum rate specified above or should the deballasting time specified above exceed the relevant maximum period the excess time required to complete loading shall be deducted from any laytime or demurrage accruing under the provisions of this Charter.

431  
 432  
 433

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

434 Calls at  
 435 Nigerian Ports  
 436  
 437

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

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

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 444

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

445  
 446

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

447 Bills of Lading  
 448 and Indemnities

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

449  
 450  
 451

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

452  
 453

(b) against claims brought by holders of Bills of Lading against Owners by reason of any deviation required by Charterers under the provisions of Clauses 24 and 26.

454  
 455

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

456 Unavailability of  
 457 Bills of La ding  
 458 Change of

If a Bill of Lading is not available at any discharge port or place to which the Vessel may be ordered by Charterers under this Charter or if Charterers require Owners to deliver cargo to a party and/or at a port or place other than as set out in the Bills of Lading, then Owners shall nevertheless discharge the cargo

459 Receiver carried by the Vessel in compliance with Charterers' instructions, upon a consignee nominated by  
460 Change of Charterers (hereinafter called "the Receiver") presenting reasonable identification to the Master, in  
461 Discharge consideration of the following undertakings by Charterers:-  
Port or Places

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

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

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

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

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

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

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

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

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

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

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

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

510 the discharge port or place or immediately provide Charterers with such other ETAs as Charterers may  
511 request.

512 The Master shall advise Charterers and the agents promptly by radio or telex of any variation of more than  
513 6 hours in estimated dates or times of arrival at the loading and/or discharge port or place.

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

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

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

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

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

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

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

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

538 Treatment of 46. On the Vessel's arrival at the loading port or place the Master shall arrange that the quantity of all  
539 Tank Washings segregated tank washings shall be measured in conjunction with cargo suppliers and shall make a note in  
540 the Vessel's ullage record of the quantity so measured.

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

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

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

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

556 Charterers shall not, unless otherwise in this Charter expressly provided, be responsible for any loss or  
557 damage or delay or failure in performance hereunder arising or resulting from Act of God, act of war,

558 seizure under legal process, quarantine restrictions, labour disputes, strikes, riots, civil commotions, arrest  
559 or restraint of princes, rulers or peoples.

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

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

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

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

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

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

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

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

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

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

595 (c) The Vessel shall have liberty to comply with any directions or recommendations as to departure,  
596 arrival, routes, ports of call., stoppages, destinations, zones, waters, delivery or in any other wise whatso-  
597 ever given by the government of the nation under whose flag the Vessel sails or any other government or  
598 local authority including any de facto government or local authority or by any person or body acting or  
599 purporting to act as or with the authority of any such government or authority or by any committee or

600 person having under the terms of the war risks insurance on the Vessel the right to give any such directions  
601 or recommendations. If by reason of or in compliance with any such directions or recommendations  
602 anything is done or is not done such shall not be deemed a deviation.

603 If by reason of or in compliance with any such direction or recommendation the Vessel does not proceed to  
604 the port or ports of discharge originally designated or to which she may have been ordered pursuant to the  
605 terms of the Bills of Lading, the Vessel may proceed to any safe port of discharge which the Master or  
606 Owners in his or their discretion may decide on and there discharge the cargo. Such discharge shall be  
607 deemed to be due fulfilment of the contract or contracts of affreightment and Owners shall be entitled to

608 freight as if discharge had been effected at the port or ports originally designated or to which the Vessel  
609 may have been ordered pursuant to the terms of the Bills of Lading. All extra expenses involved in reaching  
610 and discharging the cargo at any such other port of discharge shall be paid by Charterers and Owners shall  
611 have a lien on the cargo for freight and all such expenses.

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

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

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

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

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

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

637 "In the event of accident, danger, damage or disaster before or after the commencement of the voyage,  
638 resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequence  
639 of which, the carrier is not responsible, by statute, contract or otherwise, the cargo shippers, consignees or  
640 owners of the cargo shall contribute with the carrier in general average to the payment of any sacrifices,  
641 losses or expenses of a general average nature that may be made or incurred and shall pay salvage and  
642 special charges incurred in respect of the cargo.

643 If a salving ship is owned or operated by the carrier, salvage shall be paid for as fully as if the said salving  
644 ship or ships belonged to strangers. Such deposit as the carrier or his agents may deem sufficient to cover  
645 the estimated contribution of the cargo and any salvage and special charges thereon shall, if required, be  
646 made by the cargo shippers, consignees or owners of the cargo to the carrier before delivery",

647 FMC Certificate/  
648 US Coastguard  
649 Regulations  
650 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.

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

655 Clause  
Paramount 52. All Bills of Lading issued under this Charter shall contain the following Clause Paramount:-  
656 "CLAUSE PARAMOUNT  
657 This Bill of Lading shall:

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

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

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

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

678 Notwithstanding the foregoing provisions of this Clause the Hague/Visby Rules shall not apply to this  
679 contract where the goods carried hereunder consist of cargo which by this contract is stated as being  
680 carried on deck and is so carried.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

730 Law 55. The construction, validity and performance of this Charter shall be governed by English Law. The  
731 High Court in London shall have exclusive jurisdiction over any dispute which may arise out of this  
732 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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