



**UNIFORM TIME CHARTER PARTY
FOR OFFSHORE SERVICE VESSELS
CODE NAME: "SUPPLYTIME 89"**

PART 1

1. Place and date	2. Owners/Place of business (full style, address and telex/telefax no.) (Cl. 1(a))
3. Charterers/Place of business (full style, address and telex/telefax no.) (Cl. 1(a))	4. Vessel's name (Cl. 1(a))
5. Date of delivery (Cl. 2(a))	6. Cancelling date (Cl. 2(a) and (c))
7. Port or place of delivery (Cl. 2(a))	8. Port or place of redelivery/notice of redelivery (Cl. 2(d)) (i) Port or place of redelivery _____ (ii) Number of days' notice of redelivery _____
9. Period of hire (Cl. 1(a))	
10. Extension of period of hire (optional) (Cl. 1(b)) (i) Period of extension _____ (ii) Advance notice for declaration of option (days) _____	11. Automatic extension period to complete voyage or well (Cl. 1(c)) (i) Voyage or well (state which) _____ (ii) Maximum extension period (state number of days) _____
12. Mobilisation charge (lump sum and when due) (Cl. 2(b)(i)) (i) Lump sum _____ (ii) When due _____	
13. Port or place of mobilisation (Cl. 2(b)(i))	14. Early termination of charter (state amount of hire payable) (Cl. 26(a))
15. Number of days' notice of early termination (Cl. 26(a))	16. Demobilisation charge (lump sum) (Cl. 2(e) and Cl. 26(a))
17. Area of operation (Cl. 5(a))	
18. Employment of vessel restricted to (state nature of service(s)) (Cl. 5(a))	
19. Charter hire (state rate and currency) (Cl. 10(a) and (d))	
20. Extension hire (if agreed, state rate) (Cl. 10(b))	21. Invoicing for hire and other payments (Cl. 10(d)) (i) state whether to be issued in advance or arrears _____ (ii) state to whom to be issued if addressee other than stated in Box 2 _____ (iii) state to whom to be issued if addressee other than stated in Box 3 _____
23. Payment of hire, bunker invoices and disbursements for Charterers' account (state maximum number of days) (Cl. 10(e))	22. Payments (state mode and place of payment; also state beneficiary and bank account) (Cl. 10(e))
25. Maximum audit period (Cl. 10(f))	24. Interest rate payable (Cl. 10(e))
	26. Meals (state rate agreed) (Cl. 5(c)(i))
27. Accommodation (state rate agreed)	
28. Mutual Waiver of Recourse (optional state whether applicable) (Cl. 12(f))	29. Sublet (state amount of daily increment to charter hire) (Cl. 17(b))

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30. War (state name of countries) (Cl. 19(e))

31. General average (place of settlement - only to filled in if other than London) (Cl. 21)

32. Breakdown (state period) (Cl. 26(b)(v))

33. Law and arbitration (state Cl. 31(a) or 31(b) or 31(c), as agreed; if Cl. 31(c)

agreed also state place of arbitration) (Cl. 31)

34. Numbers of additional clauses covering special provisions, if agreed

35. Names and addresses for notices and other communications required to be

given by **the Owners** (Cl. 28)

36. Names and addresses for notices and other communications required to be

given by **the Charterers** (Cl. 28)

It is mutually agreed that this Contract shall be performed subject to the conditions contained in the Charter consisting of PART I, including additional clauses if any agreed and stated in Box 34, and PART II as well as ANNEX "A" and ANNEX "B" as annexed to this Charter. In the event of a conflict of conditions, the provisions of PART I shall prevail over those of PART II and ANNEX "A" and ANNEX "B" to the extent of such conflict but no further. ANNEX "C" as annexed to this Charter is **optional** and shall only apply if expressly agreed and stated in Box 28.

ôSignature (Owners)

ôSignature (Charterers)

SAMPLE COPY

PART II
"SUPPLYTIME 89" Uniform Time Charter Party for Offshore Service Vessels

- 1 **1. Period**
- 2 (a) The Owners stated in Box 2 let and the Charterers stated in Box 3 hire the
- 3 Vessel named in Box 4, as specified in ANNEX "A" (hereinafter referred to as
- 4 "the Vessel"), for the period as stated in Box 9 from the time the Vessel is
- 5 delivered to the Charterers. 5
- 6 (b) Subject to Clause 10(b), the Charterers have the option to extend the
- 7 Charter Period in direct continuation for the period stated in Box 10(i), but
- 8 such an option must be declared in accordance with Box 10(ii).
- 9 (c) The Charter Period shall automatically be extended for the time required
- 10 to complete the voyage or well (whichever is stated in Box 11(i)) in progress,
- 11 such time not to exceed the period stated in Box 11(ii).
- 12 **2. Delivery and Redelivery**
- 13 (a) *Delivery.* - Subject to sub-clause (b) of this Clause the Vessel shall be
- 14 delivered by the Owners free of cargo and with clean tanks at any time
- 15 between the date stated in Box 5 and the date stated in Box 6 at the port or
- 16 place stated in Box 7 where the Vessel can safely lie always afloat.
- 17 (b) *Mobilisation.* - (i) The Charterers shall pay a lump sum as stated in Box 12
- 18 without discount by way of mobilisation charge in consideration of the
- 19 Owners giving delivery at the port or place stated in Box 7. The mobilisation
- 20 charge shall not be affected by any change in the port or place of mobilisation
- 21 from that stated in Box 13.
- 22 (ii) Should the Owners agree to the Vessel loading and transporting cargo
- 23 and/or undertaking any other service for the Charterers en route to the port of
- 24 delivery or from the port of redelivery, then all terms and conditions of this
- 25 Charter Party shall apply to such loading and transporting and/or other
- 26 service exactly as if performed during the Charter Period excepting only that
- 27 any lump sum freight agreed in respect thereof shall be payable on shipment
- 28 or commencement of the service as the case may be, the Vessel and/or goods
- 29 lost or not lost.
- 30 (c) *Cancelling.* - If the Vessel is not delivered by midnight local time on the
- 31 cancelling date stated in Box 6, the Charterers shall be entitled to cancel this
- 32 Charter Party. However, if despite the exercise of due diligence by the
- 33 Owners, the Owners will be unable to deliver the Vessel by the cancelling
- 34 date, they may give notice in writing to the Charterers at any time prior to the
- 35 delivery date as stated in Box 5 and shall state in such notice the date by
- 36 which they will be able to deliver the Vessel. The Charterers may within 24
- 37 hours of receipt of such notice give notice in writing to the Owners cancelling
- 38 this Charter Party. If the Charterers do not give such notice, then the later date
- 39 specified in the Owners' notice shall be substituted for the cancelling date for
- 40 all the purposes of this Charter Party. In the event the Charterers cancel the
- 41 Charter Party, it shall terminate on terms that neither party shall be liable to
- 42 the other for any losses incurred by reason of the non-delivery of the Vessel
- 43 or the cancellation of the Charter Party.
- 44 (d) *Redelivery.* - The Vessel shall be redelivered on the expiration or earlier
- 45 termination of this Charter Party free of cargo and with clean tanks at the port
- 46 or place as stated in Box 8(i) or such other port or place as may be mutually
- 47 agreed. The Charterers shall give not less than the number of days notice in
- 48 writing of their intention to redeliver the Vessel, as stated in Box 8(ii).
- 49 (e) *Demobilisation.* - The Charterers shall pay a lump sum without discount in
- 50 the amount as stated in Box 16 by way of demobilisation charge which amount
- 51 shall be paid on the expiration or on earlier termination of this Charter Party.
- 52 **3. Condition of Vessel**
- 53 (a) The Owners undertake that at the date of delivery under this Charter Party

54 the Vessel shall be of the description and classification as specified in ANNEX
55 "A", attached hereto, and undertake to so maintain the Vessel during the
56 period of service under this Charter Party.

57 (b) The Owners shall before and at the date of delivery of the Vessel and
58 throughout the Charter Period exercise due diligence to make and maintain
59 the Vessel tight, staunch, strong in good order and condition and, without
60 prejudice to the generality of the foregoing, in every way fit to operate
61 effectively at all times for the services as stated in Clause 5.

62 4. Survey

63 The Owners and the Charterers shall jointly appoint an independent surveyor
64 for the purpose of determining and agreeing in writing, the condition of the
65 Vessel, any anchor handling and towing equipment specified in Section 5 of
66 ANNEX "A", and the quality and quantity of fuel, lubricants and water at the
67 time of delivery and redelivery hereunder. The Owners and the Charterers
68 shall jointly share the time and expense of such surveys.

69 5. Employment and Area of Operation

70 (a) The Vessel shall be employed in offshore activities which are lawful in
71 accordance with the law of the place of the Vessel's flag and/or registration
72 and of the place of operation. Such activities shall be restricted to the
73 service(s) as stated in Box 18, and to voyages between any good and safe port
74 or place and any place or offshore unit where the Vessel can safely lie always
75 afloat within the Area of Operation as stated in Box 17 which shall always be
76 within Institute Warranty Limits and which shall in no circumstances be
77 exceeded without prior agreement and adjustment of the Hire and in
78 accordance with such other terms as appropriate to be agreed; provided
79 always that the Charterers do not warrant the safety of any such port or place
80 or offshore unit but shall exercise due diligence in issuing their orders to the
81 Vessel as if the Vessel were their own property and having regard to her
82 capabilities and the nature of her employment. Unless otherwise agreed, the
83 Vessel shall not be employed as a diving platform.

84 (b) Relevant permission and licences from responsible authorities for the
85 Vessel to enter, work in and leave the Area of Operation shall be obtained by
86 the Charterers and the Owners shall assist, if necessary, in every way
87 possible to secure such permission and licences.

88 (c) *The Vessel's Space.* - The whole reach and burden and decks of the
89 Vessel shall throughout the Charter Period be at the Charterers' disposal
90 reserving proper and sufficient space for the Vessel's Master, Officers, Crew,
91 tackle, apparel, furniture, provisions and stores. The Charterers shall be
92 entitled to carry, so far as space is available and for their purposes in
93 connection with their operations:

- 94 (i) Persons other than crew members, other than fare paying, and for such
95 purposes to make use of the Vessel's available accommodation not
96 being used on the voyage by the Vessel's Crew. The Owners shall
97 provide suitable provisions and requisites for such persons for which the
98 Charterers shall pay at the rate as stated in Box 26 per meal and at the
99 rate as stated in Box 27 per day for the provision of bedding and services
100 for persons using berth accommodation.
- 101 (ii) Lawful cargo whether carried on or under deck.
- 102 (iii) Explosives and dangerous cargo whether in bulk or packaged, provided
103 proper notification has been given and such cargo is marked and
104 packed in accordance with the national regulations of the Vessel and/or
105 the International Maritime Dangerous Goods Code and/or other
106 pertinent regulations. Failing such proper notification, marking or
107 packing the Charterers shall indemnify the Owners in respect of any loss,
108 damage or liability whatsoever and howsoever arising therefrom. The
109 Charterers accept responsibility for any additional expenses (including
110 reinstatement expenses) incurred by the Owners in relation to the
111 carriage of explosives and dangerous cargo.

112 (iv) Hazardous and noxious substances, subject to Clause 12(g), proper
113 notification and any pertinent regulations.
114 (d) Laying-up of Vessel. - The Charterers shall have the option of laying up the
115 Vessel at an agreed safe port or place for all or any portion of the Charter
116 Period in which case the Hire hereunder shall continue to be paid but, if the
117 period of such lay-up exceeds 30 consecutive days there shall be credited
118 against such Hire the amount which the Owners shall reasonably have saved
119 by way of reduction in expenses and overheads as a result of the lay-up of the
120 Vessel.

121 **6. Master and Crew**

122 (a) (i) The Master shall carry out his duties promptly and the Vessel shall
123 render all reasonable services within her capabilities by day and by night and
124 at such times and on such schedules as the Charterers may reasonably
125 require without any obligations of the Charterers to pay to the Owners or the
126 Master, Officers or the Crew of the Vessel any excess or overtime payments.
127 The Charterers shall furnish the Master with all instructions and sailing
128 directions and the Master and Engineer shall keep full and correct logs
129 accessible to the Charterers or their agents.

130 (ii) The Master shall sign cargo documents as and in the form presented, the
131 same, however, not to be Bills of Lading, but receipts which shall be non-
132 negotiable documents and shall be marked as such. The Charterers shall
133 indemnify the Owners against all consequences and liabilities arising from
134 the Master, Officers or agents signing, under the direction of the Charterers,
135 those cargo documents or other documents inconsistent with this Charter
136 Party or from any irregularity in the papers supplied by the Charterers or their
137 agents.

138 (b) The Vessel's Crew if required by Charterers will connect and disconnect
139 electric cables, fuel, water and pneumatic hoses when placed on board the
140 Vessel in port as well as alongside the offshore units; will operate the
141 machinery on board the Vessel for loading and unloading cargoes; and will
142 hook and unhook cargo on board the Vessel when loading or discharging
143 alongside offshore units. If the port regulations or the seamen and/or labour
144 unions do not permit the Crew of the Vessel to carry out any of this work, then
145 the Charterers shall make, at their own expense, whatever other
146 arrangements may be necessary, always under the direction of the Master.

147 (c) If the Charterers have reason to be dissatisfied with the conduct of the
148 Master or any Officer or member of the Crew, the Owners on receiving
149 particulars of the complaint shall promptly investigate the matter and if the
150 complaint proves to be well founded, the Owners shall as soon as reasonably
151 possible make appropriate changes in the appointment.

152 (d) The entire operation, navigation, and management of the Vessel shall be in
153 the exclusive control and command of the Owners, their Master, Officers and
154 Crew. The Vessel will be operated and the services hereunder will be
155 rendered as requested by the Charterers, subject always to the exclusive
156 right of the Owners or the Master of the Vessel to determine whether operation
157 of the Vessel may be safely undertaken. In the performance of the Charter
158 Party, the Owners are deemed to be an independent contractor, the
159 Charterers being concerned only with the results of the services performed.

160 **7. Owners to Provide**

161 (a) The Owners shall provide and pay for all provisions, wages and all other
162 expenses of the Master, Officers and Crew; all maintenance and repair of the
163 Vessel's hull, machinery and equipment as specified in ANNEX "A"; also,
164 except as otherwise provided in this Charter Party, for all insurance on the
165 Vessel, all dues and charges directly related to the Vessel's flag and/or
166 registration, all deck, cabin and engineroom stores, cordage required for
167 ordinary ship's purposes mooring alongside in harbour, and all fumigation
168 expenses and de-ratisation certificates. The Owners' obligations under this
169 Clause extend to cover all liabilities for consular charges appertaining to the

170 Master, Officers and Crew, customs or import duties arising at any time during
171 the performance of this Charter Party in relation to the personal effects of the
172 Master, Officers and Crew, and in relation to the stores, provisions and other
173 matters as aforesaid which the Owners are to provide and/or pay for and the
174 Owners shall refund to the Charterers any sums they or their agents may have
175 paid or been compelled to pay in respect of such liability.
176 (b) On delivery the Vessel shall be equipped, if appropriate, at the Owners'
177 expense with any towing and anchor handling equipment specified in Section
178 5(b) of ANNEX "A". If during the Charter Period any such equipment becomes
179 lost, damaged or unserviceable, other than as a result of the Owners'
180 negligence, the Charterers shall either provide, or direct the Owners to
181 provide, an equivalent replacement at the Charterers' expense.

182 **8. Charterers to Provide**

183 (a) While the Vessel is on hire the Charterers shall provide and pay for all fuel,
184 lubricants, water, dispersants, firefighting foam and transport thereof, port
185 charges, pilotage and boatmen and canal steersmen (whether compulsory or
186 not), launch hire (unless incurred in connection with the Owners' business),
187 light dues, tug assistance, canal, dock, harbour, tonnage and other dues and
188 charges, agencies and commissions incurred on the Charterers' business,
189 costs for security or other watchmen, and of quarantine (if occasioned by the
190 nature of the cargo carried or the ports visited whilst employed under this
191 Charter Party but not otherwise).

192 (b) At all times the Charterers shall provide and pay for the loading and
193 unloading of cargoes so far as not done by the Vessel's crew, cleaning of
194 cargo tanks, all necessary dunnage, uprights and shoring equipment for
195 securing deck cargo, all cordage except as to be provided by the Owners, all
196 ropes slings and special runners (including bulk cargo discharge hoses)
197 actually used for loading and discharging, inert gas required for the
198 protection of cargo, and electrodes used for offshore works, and shall
199 reimburse the Owners for the actual cost of replacement of special mooring
200 lines to offshore units, wires, nylon spring lines etc. used for offshore works,
201 all hose connections and adaptors, and further, shall refill oxygen/acetylene
202 bottles used for offshore works.

203 (c) The Charterers shall pay for customs duties, all permits, import duties
204 (including costs involved in establishing temporary or permanent importation
205 bonds), and clearance expenses, both for the Vessel and/or equipment,
206 required for or arising out of this Charter Party.

207 **9. Bunkers**

208 Unless otherwise agreed, the Vessel shall be delivered with bunkers and
209 lubricants as on board and redelivered with sufficient bunkers to reach the
210 next bunkering stage en route to her next port of call. The Charterers upon
211 delivery and the Owners upon redelivery shall take over and pay for the
212 unkers and lubricants on board at the prices prevailing at the times and
213 ports of delivery and redelivery.

214 **10. Hire and Payments**

215 (a) Hire. - The Charterers shall pay Hire for the Vessel at the rate stated in Box
216 19 per day or pro rata for part thereof from the time that the Vessel is delivered
217 to the Charterers until the expiration or earlier termination of this Charter
218 Party.

219 (b) Extension Hire. - If the option to extend the Charter Period under Clause
220 1(b) is exercised, Hire for such extension shall, unless stated in Box 20, be
221 mutually agreed between the Owners and the Charterers.

222 (c) Adjustment of Hire. - The rate of hire shall be adjusted to reflect
223 documented changes, after the date of entering into the Charter Party or the
224 date of commencement of employment, whichever is earlier, in the Owners'
225 costs arising from changes in the Charterers' requirements or regulations
226 governing the Vessel and/or its Crew or this Charter Party.

227 (d) *Invoicing*. - All invoices shall be issued in the contract currency stated in
228 Box 19. In respect of reimbursable expenses incurred in currencies other
229 than the contract currency, the rate of exchange into the contract currency
230 shall be that quoted by the Central Bank of the country of such other currency
231 as at the date of the Owners' invoice. Invoices covering Hire and any other
232 payments due shall be issued monthly as stated in Box 21(i) or at the
233 expiration or earlier termination of this Charter Party. Notwithstanding the
234 foregoing, bunkers and lubricants on board at delivery shall be invoiced at
235 the time of delivery.
236 (e) *Payments*. - Payments of Hire, bunker invoices and disbursements for the
237 Charterers' account shall be received within the number of days stated in Box
238 from the date of receipt of the invoice. Payment shall be made in the
239 contract currency in full without discount to the account stated in Box 22.
240 However any advances for disbursements made on behalf of and approved by
241 the Owners may be deducted from Hire due.
242 If payment is not received by the Owners within 5 banking days following the
243 due date the Owners are entitled to charge interest at the rate stated in Box 24
244 on the amount outstanding from and including the due date until payment is
245 received.
246 Where an invoice is disputed, the Charterers shall in any event pay the
247 undisputed portion of the invoice but shall be entitled to withhold payment of
248 the disputed portion provided that such portion is reasonably disputed and
249 the Charterers specify such reason. Interest will be chargeable at the rate
250 stated in Box 24 on such disputed amounts where resolved in favour of the
251 Owners. Should the Owners prove the validity of the disputed portion of the
252 invoice, balance payment shall be received by the Owners within 5 banking
253 days after the dispute is resolved. Should the Charterers' claim be valid, a
254 corrected invoice shall be issued by the Owners.
255 In default of payment as herein specified, the Owners may require the
256 Charterers to make payment of the amount due within 5 banking days of
257 receipt of notification from the Owners; failing which the Owners shall have
258 the right to withdraw the Vessel without prejudice to any claim the Owners
259 may have against the Charterers under this Charter Party.
260 While payment remains due the Owners shall be entitled to suspend the
261 performance of any and all of their obligations hereunder and shall have no
262 responsibility whatsoever for any consequences thereof, in respect of which
263 the Charterers hereby indemnify the Owners, and Hire shall continue to
264 accrue and any extra expenses resulting from such suspension shall be for
265 the Charterers' account.
266 (f) *Audit*. - The Charterers shall have the right to appoint an independent
267 chartered accountant to audit the Owners' books directly related to work
268 performed under this Charter Party at any time after the conclusion of the
269 Charter Party, up to the expiry of the period stated in Box 25, to determine the
270 validity of the Owners' charges hereunder. The Owners undertake to make
271 their records available for such purposes at their principal place of business
272 during normal working hours. Any discrepancies discovered in payments
273 made shall be promptly resolved by invoice or credit as appropriate.

274 **11. Suspension of Hire**

275 (a) If as a result of any deficiency of Crew or of the Owners' stores, strike of
276 Master, Officers and Crew, breakdown of machinery, damage to hull or other
277 accidents to the Vessel, the Vessel is prevented from working, no Hire shall be
278 payable in respect of any time lost and any Hire paid in advance shall be
279 adjusted accordingly provided always however that Hire shall not cease in the
280 event of the Vessel being prevented from working as aforesaid as a result of:
281 (i) the carriage of cargo as noted in Clause 5(c)(iii) and (iv);
282 (ii) quarantine or risk of quarantine unless caused by the Master, Officers or
283 Crew having communication with the shore at any infected area not in
284 connection with the employment of the Vessel without the consent or the
285 instructions of the Charterers;

286 (iii) deviation from her Charter Party duties or exposure to abnormal risks at
287 the request of the Charterers;
288 v) detention in consequence of being driven into port or to anchorage
288 rough stress of weather or trading to shallow harbours or to river or
290 ports with bars or suffering an accident to her cargo, when the expenses
291 resulting from such detention shall be for the Charterers' account
292 howsoever incurred;
293 (v) detention or damage by ice;
294 (vi) any act or omission of the Charterers, their servants or agents.
295 (b) Liability for Vessel not Working. - The Owners' liability for any loss,
296 damage or delay sustained by the Charterers as a result of the Vessel being
297 prevented from working by any cause whatsoever shall be limited to
298 suspension of hire.
299 (c) Maintenance and Drydocking. - Notwithstanding sub-clause (a) hereof, the
300 Charterers shall grant the Owners a maximum of 24 hours on hire, which shall
301 be cumulative, per month or pro rata for part of a month from the
302 commencement of the Charter Period for maintenance and repairs including
303 drydocking (hereinafter referred to as "maintenance allowance").
304 The Vessel shall be drydocked at regular intervals. The Charterers shall place
305 the Vessel at the Owners' disposal clean of cargo, at a port (to be nominated
306 by the Owners at a later date) having facilities suitable to the Owners for the
307 purpose of such drydocking.
308 During reasonable voyage time taken in transits between such port and Area
309 of Operation the Vessel shall be on hire and such time shall not be counted
310 against the accumulated maintenance allowance.
311 Hire shall be suspended during any time taken in maintenance repairs and
312 drydocking in excess of the accumulated maintenance allowance.
313 In the event of less time being taken by the Owners for repairs and drydocking
314 or, alternatively, the Charterers not making the Vessel available for all or part
315 of this time, the Charterers shall, upon expiration or earlier termination of the
316 Charter Party, pay the equivalent of the daily rate of Hire then prevailing in
317 addition to Hire otherwise due under this Charter Party in respect of all such
318 time not so taken or made available.
319 Upon commencement of the Charter Period, the Owners agree to furnish the
320 Charterers with the Owners' proposed drydocking schedule and the
321 Charterers agree to make every reasonable effort to assist the Owners in
322 adhering to such predetermined drydocking schedule for the Vessel.

323 **12. Liabilities and Indemnities.**
324 (a) Owners. - Notwithstanding anything else contained in this Charter Party
325 excepting Clauses 5(c)(iii), 7(b), 8(b), 12(g), 15(c) and 21, the Charterers shall
326 not be responsible for loss of or damage to the property of the Owners or of
327 their contractors and sub-contractors, including the Vessel, or for personal
328 injury or death of the employees of the Owners or of their contractors and
329 sub-contractors, arising out of or in any way connected with the performance
330 of this Charter Party, even if such loss, damage, injury or death is caused
331 wholly or partially by the act, neglect, or default of the Charterers, their
332 employees, contractors or sub-contractors, and even if such loss, damage,
333 injury or death is caused wholly or partially by unseaworthiness of any vessel;
334 and the Owners shall indemnify, protect, defend and hold harmless the
335 Charterers from any and against all claims, costs, expenses, actions,
336 proceedings, suits, demands and liabilities whatsoever arising out of or in
337 connection with such loss, damage, personal injury or death.
338 (b) Charterers. - Notwithstanding anything else contained in this Charter
339 Party excepting Clause 21, the Owners shall not be responsible for loss of,
340 damage to, or any liability arising out of anything towed by the Vessel, any
341 cargo laden upon or carried by the Vessel or her tow, the property of the
342 Charterers or of their contractors and sub-contractors, including their
343 offshore units, or for personal injury or death of the employees of the
344 Charterers or of their contractors and sub-contractors (other than the Owners

345 and their contractors and sub-contractors) or of anyone on board anything
346 towed by the Vessel, arising out of or in any way connected with the
347 performance of this Charter Party, even if such loss, damage, liability, injury
348 or death is caused wholly or partially by the act, neglect or default of the
349 Owners, their employees, contractors or sub-contractors, and even if such
350 loss, damage, liability, injury or death is caused wholly or partially by the
351 unseaworthiness of any vessel; and the Charterers shall indemnify, protect,
352 defend and hold harmless the Owners from any and against all claims, costs,
353 expenses, actions, proceedings, suits, demands, and liabilities whatsoever
354 arising out of or in connection with such loss, damage, liability, personal
355 injury or death.

356 (c) Consequential Damages. -Neither party shall be liable to the other for, and
357 each party hereby agrees to protect, defend and indemnify the other against,
358 any consequential damages whatsoever arising out of or in connection with
359 the performance or non-performance of this Charter Party, including, but not
360 limited to, loss of use, loss of profits, shut-in or loss of production and cost of
361 insurance.

362 (d) Limitations. - Nothing contained in this Charter Party shall be construed or
363 held to deprive the Owners or the Charterers, as against any person or party,
364 including as against each other, of any right to claim limitation of liability
365 provided by any applicable law, statute or convention, save that nothing in
366 this Charter Party shall create any right to limit liability. Where the Owners or
367 the Charterers may seek an indemnity under the provisions of this Charter
368 Party or against each other in respect of a claim brought by a third party, the
369 Owners or the Charterers shall seek to limit their liability against such third
370 party.

371 (e) Himalaya Clause. - (i) All exceptions, exemptions, defences, immunities,
372 limitations of liability, indemnities, privileges and conditions granted or
373 provided by this Charter Party or by any applicable statute, rule or regulation
374 for the benefit of the Charterers shall also apply to and be for the benefit of the
375 Charterers' parent, affiliated, related and subsidiary companies; the
376 Charterers' contractors, sub-contractors, clients, joint venturers and joint
377 interest owners (always with respect to the job or project on which the Vessel
378 is employed); their respective employees and their respective underwriters.

379 (ii) All exceptions, exemptions, defences, immunities, limitations of liability,
380 indemnities, privileges and conditions granted or provided by this Charter
381 Party or by any applicable statute, rule or regulation for the benefit of the
382 Owners shall also apply to and be for the benefit of the Owners' parent,
383 affiliated, related and subsidiary companies, the Owners' sub-contractors,
384 the Vessel, its Master, Officers and Crew, its registered owner, its operator, its
385 demise charterer(s), their respective employees and their respective
386 underwriters.

387 (iii) The Owners or the Charterers shall be deemed to be acting as agent or
388 trustee of and for the benefit of all such persons and parties set forth above,
389 but only for the limited purpose of contracting for the extension of such
390 benefits to such persons and parties.

391 (f) Mutual Waiver of Recourse (Optional, only applicable if stated in Box 28, but
392 regardless of whether this option is exercised the other provisions of Clause 122
393 shall apply and shall be paramount) 3

394 In order to avoid disputes regarding liability for personal injury or death of
395 employees or for loss of or damage to property, the Owners and the
396 Charterers have entered into, or by this Charter Party agree to enter into, an
397 Agreement for Mutual Indemnity and Waiver of Recourse (in a form
398 substantially similar to that specified in ANNEX "C") between the Owners, the
399 Charterers and the various contractors and sub-contractors of the Charterers.

400 (g) Hazardous and Noxious Substances. - Notwithstanding any other
401 provision of this Charter Party to the contrary, the Charterers shall always be
402 responsible for any losses, damages or liabilities suffered by the Owners,
403 their employees, contractors or sub-contractors, by the Charterers, or by
404 third parties, with respect to the Vessel or other property, personal injury or

405 death, pollution or otherwise, which losses, damages or liabilities are caused,
406 directly or indirectly, as a result of the Vessel's carriage of any hazardous and
407 noxious substances in whatever form as ordered by the Charterers, and the
408 Charterers shall defend, indemnify the Owners and hold the Owners harmless
409 for any expense, loss or liability whatsoever or howsoever arising with
410 respect to the carriage of hazardous or noxious substances.

411 **13. Pollution.**
412 (a) Except as otherwise provided for in Clause 15(c)(iii), the Owners shall be
413 liable for, and agree to indemnify, defend and hold harmless the Charterers
414 against, all claims, costs, expenses, actions, proceedings, suits, demands
415 and liabilities whatsoever arising out of actual or potential pollution damage
416 and the cost of cleanup or control thereof arising from acts or omissions of
417 the Owners or their personnel which cause or allow discharge, spills or leaks
418 from the Vessel, except as may emanate from cargo thereon or therein.
419 (b) The Charterers shall be liable for and agree to indemnify, defend and hold
420 harmless the Owners from all claims, costs, expenses, actions, proceedings,
421 suits, demands, liabilities, loss or damage whatsoever arising out of or
422 resulting from any other actual or potential pollution damage, even where
423 caused wholly or partially by the act, neglect or default of the Owners, their
424 employees, contractors or sub-contractors or by the unseaworthiness of the
425 Vessel.

426 **14. Insurance.**
427 (a)(i) The Owners shall procure and maintain in effect for the duration of this
428 Charter Party, with reputable insurers, the insurances set forth in ANNEX "B".
429 Policy limits shall not be less than those indicated. Reasonable deductibles
430 are acceptable and shall be for the account of the Owners.
431 (ii) The Charterers shall upon request be named as co-insured. The Owners
432 shall upon request cause insurers to waive subrogation rights against the
433 Charterers (as encompassed in Clause 12(e)(i)). Co-insurance and/or
434 waivers of subrogation shall be given only insofar as these relate to liabilities
435 which are properly the responsibility of the Owners under the terms of this
436 Charter Party.
437 (b) The Owners shall upon request furnish the Charterers with certificates of
438 insurance which provide sufficient information to verify that the Owners have
439 complied with the insurance requirements of this Charter Party.
440 (c) If the Owners fail to comply with the aforesaid insurance requirements, the
441 Charterers may, without prejudice to any other rights or remedies under this
442 Charter Party, purchase similar coverage and deduct the cost thereof from
443 any payment due to the Owners under this Charter Party.

444 **15. Saving of Life and Salvage.**
445 (a) The Vessel shall be permitted to deviate for the purpose of saving life at
446 sea without prior approval of or notice to the Charterers and without loss of
447 Hire provided however that notice of such deviation is given as soon as
448 possible.
449 (b) Subject to the Charterers' consent, which shall not be unreasonably
450 withheld, the Vessel shall be at liberty to undertake attempts at salvage, it
451 being understood that the Vessel shall be off hire from the time she leaves
452 port or commences to deviate and she shall remain off-hire until she is again
453 in every way ready to resume the Charterers' service at a position which is not
454 less favourable to the Charterers than the position at the time of leaving port
455 or deviating for the salvage services.
456 All salvage monies earned by the Vessel shall be divided equally between the
457 Owners and the Charterers, after deducting the Master's, Officers' and Crew's
458 share, legal expenses, value of fuel and lubricants consumed, Hire of the
459 Vessel lost by the Owners during the salvage, repairs to damage sustained, if
460 any, and any other extraordinary loss or expense sustained as a result of the
461 salvage.

462 The Charterers shall be bound by all measures taken by the Owners in order
463 to secure payment of salvage and to fix its amount.
464 (c) The Owners shall waive their right to claim any award for salvage
465 performed on property owned by or contracted to the Charterers, always
466 provided such property was the object of the operation the Vessel was
467 chartered for, and the Vessel shall remain on hire when rendering salvage
468 services to such property. This waiver is without prejudice to any right the
469 Vessel's Master, Officers and Crew may have under any title.
470 If the Owners render assistance to such property in distress on the basis of
471 "no claim for salvage", then, notwithstanding any other provisions contained
472 in this Charter Party and even in the event of neglect or default of the Owners,
473 Master, Officers or Crew:
474 (i) The Charterers shall be responsible for and shall indemnify the Owners
475 against payments made, under any legal rights, to the Master, Officers
476 and Crew in relation to such assistance.
477 (ii) The Charterers shall be responsible for and shall reimburse the Owners
478 for any loss or damage sustained by the Vessel or her equipment by
479 reason of giving such assistance and shall also pay the Owners'
480 additional expenses thereby incurred.
481 (iii) The Charterers shall be responsible for any actual or potential spill,
482 seepage and/or emission of any pollutant howsoever caused occurring
483 within the offshore site and any pollution resulting therefrom
484 wheresoever it may occur and including but not limited to the cost of
485 such measures as are reasonably necessary to prevent or mitigate
486 pollution damage, and the Charterers shall indemnify the Owners
487 against any liability, cost or expense arising by reason of such actual or
488 potential spill, seepage and/or emission.
489 (iv) The Vessel shall not be off-hire as a consequence of giving such
490 assistance, or effecting repairs under sub-paragraph (ii) of this sub-
491 clause, and time taken for such repairs shall not count against time
492 granted under Clause 11(c).
493 (v) The Charterers shall indemnify the Owners against any liability, cost
494 and/or expense whatsoever in respect of any loss of life, injury, damage
495 or other loss to person or property howsoever arising from such
496 assistance.

497 **16. Lien.**

498 The Owners shall have a lien upon all cargoes for all claims against the
499 Charterers under this Charter Party and the Charterers shall have a lien on the
500 Vessel for all monies paid in advance and not earned. The Charterers will not
501 suffer, nor permit to be continued, any lien or encumbrance incurred by them
502 or their agents, which might have priority over the title and interest of the
503 Owners in the Vessel. Except as provided in Clause 12, the Charterers shall
504 indemnify and hold the Owners harmless against any lien of whatsoever
505 nature arising upon the Vessel during the Charter Period while she is under
506 the control of the Charterers, and against any claims against the Owners
507 arising out of the operation of the Vessel by the Charterers or out of any
508 neglect of the Charterers in relation to the Vessel or the operation thereof.
509 Should the Vessel be arrested by reason of claims or liens arising out of her
510 operation hereunder, unless brought about by the act or neglect of the
511 Owners, the Charterers shall at their own expense take all reasonable steps to
512 secure that within a reasonable time the Vessel is released and at their own
513 expense put up bail to secure release of the Vessel.

514 **17. Sublet and Assignment**

515 (a) Charterers. - The Charterers shall have the option of subletting, assigning
516 or loaning the Vessel to any person or company not competing with the
517 Owners, subject to the Owners' prior approval which shall not be
518 unreasonably withheld, upon giving notice in writing to the Owners, but the
519 original Charterers shall always remain responsible to the Owners for due

520 performance of the Charter Party and contractors of the person or company
521 taking such subletting, assigning or loan shall be deemed contractors of the
522 Charterers for all the purposes of this Charter Party. The Owners make it a
523 condition of such consent that additional Hire shall be paid as agreed
524 between the Charterers and the Owners having regard to the nature and
525 period of any intended service of the Vessel.
526 (b) If the Vessel is sublet, assigned or loaned to undertake rig anchor
527 handling and/or towing operations connected with equipment, other than that
528 used by the Charterers, then a daily increment to the Hire in the amount as
529 stated in Box 29 or pro rata shall be paid for the period between departure for
530 such operations and return to her normal duties for the Charterers.
531 c) Owners. - The Owners may not assign or transfer any part of this Charter
532 Party without the written approval of the Charterers, which approval shall not
533 be unreasonably withheld.
534 Approval by the Charterers of such subletting or assignment shall not relieve
535 the Owners of their responsibility for due performance of the part of the
536 services which is sublet or assigned.

537 **18. Substitute Vessel**
538 The Owners shall be entitled at any time, whether before delivery or at any
539 other time during the Charter Period, to provide a substitute vessel, subject to
540 the Charterers' prior approval which shall not be unreasonably withheld.

541 **19. War**
542 (a) Unless the consent of the Owners be first obtained, the Vessel shall not be
543 ordered nor continue to any port or place or on any voyage nor be used on
544 any service which will bring the Vessel within a zone which is dangerous as a
545 result of any actual or threatened act of war, war, hostilities, warlike
546 operations, acts of piracy or of hostility or malicious damage against this or
547 any other vessel or its cargo by any person, body or state whatsoever,
548 revolution, civil war, civil commotion or the operation of international law, nor
549 be exposed in any way to any risks or penalties whatsoever consequent upon
550 the imposition of sanctions, nor carry any goods that may in any way expose
551 her to any risks of seizure, capture, penalties or any other interference of any
552 kind whatsoever by the belligerent or fighting powers or parties or by any
553 government or rulers.
554 (b) Should the Vessel approach or be brought or ordered within such zone, or
555 be exposed in any way to the said risks, (i) the Owners shall be entitled from
556 time to time to insure their interest in the Vessel for such terms as they deem
557 fit up to its open market value and also in the Hire against any of the risks
558 likely to be involved thereby, and the Charterers shall make a refund on
559 demand of any additional premium thereby incurred, and (ii) notwithstanding
560 the terms of Clause 11 Hire shall be payable for all time lost including any loss
561 owing to loss of or injury to the Master, Officers, Crew or passengers or to
562 refusal by any of them to proceed to such zone or to be exposed to such risks.
563 (c) In the event of additional insurance premiums being incurred or the wages
564 of the Master and/or Officers and/or Crew and/or the cost of provisions and/
565 or stores for deck and/or engine room being increased by reason of or during
566 the existence of any of the matters mentioned in sub-clause (a) the amount of
567 any additional premium and/or increase shall be added to the Hire, and paid
568 by the Charterers on production of the Owners' account therefor, such
569 account being rendered monthly.
570 (d) The Vessel shall have liberty to comply with any orders or directions as to
571 departure, arrival, routes, ports of call, stoppages, destination, delivery or in
572 any other way whatsoever given by the government of the nation under whose
573 flag the Vessel sails or any other government or any person (or body) acting
574 or purporting to act with the authority of such government or by any
575 committee or person having under the terms of the war risks insurance on the
576 Vessel the right to give any such orders or directions.
577 (e) In the event of the outbreak of war (whether there be a declaration of war or

578 not) between any of the countries stated in Box 30 or in the event of the nation
579 under whose flag the Vessel sails becoming involved in war (whether there be
580 a declaration of war or not) either the Owners or the Charterers may terminate
581 this Charter Party, whereupon the Charterers shall redeliver the Vessel to the
582 Owners in accordance with PART I if it has cargo on board after discharge
583 thereof at destination or, if debarred under this Clause from reaching or
584 entering it, at a near open and safe port or place as directed by the Owners, or
585 if the Vessel has no cargo on board, at the port or place at which it then is or if
586 at sea at a near, open and safe port or place as directed by the Owners. In all
587 cases Hire shall continue to be paid and, except as aforesaid, all other
588 provisions of this Charter Party shall apply until redelivery.
589 (f) If in compliance with the provisions of this Clause anything is done or is not
590 done, such shall not be deemed a deviation.
591 The Charterers shall procure that all Bills of Lading (if any) issued under this
592 Charter Party shall contain the stipulations contained in sub-clauses (a), (d)
593 and (f) of this Clause.

594 **20. Excluded Ports**
595 (a) The Vessel shall not be ordered to nor bound to enter without the Owners'
596 written permission (a) any place where fever or epidemics are prevalent or to
597 which the Master, Officers and Crew by law are not bound to follow the Vessel;
598 (b) any ice-bound place or any place where lights, lightships, marks and
599 buoys are or are likely to be withdrawn by reason of ice on the Vessel's arrival
600 or where there is risk that ordinarily the Vessel will not be able on account of
601 ice to reach the place or to get out after having completed her operations. The
602 Vessel shall not be obliged to force ice nor to follow an icebreaker. If, on
603 account of ice, the Master considers it dangerous to remain at the loading or
604 discharging place for fear of the Vessel being frozen in and/or damaged he
605 has liberty to sail to a convenient open place and await the Charterers' fresh
606 instructions
607 (b) Should the Vessel approach or be brought or ordered within such place,
608 or be exposed in any way to the said risks, the Owners shall be entitled from
609 time to time to insure their interests in the Vessel and/or Hire against any of
610 the risks likely to be involved thereby on such terms as they shall think fit, the
611 Charterers to make a refund to the Owners of the premium on demand.
612 Notwithstanding the terms of Clause 11 Hire shall be paid for all time lost
613 including any lost owing to loss of or sickness or injury to the Master, Officers,
614 Crew or passengers or to the action of the Crew in refusing to proceed to such
615 place or to be exposed to such risks.

616 **21. General Average and New Jason Clause**
617 General Average shall be adjusted and settled in London unless otherwise
618 stated in Box 31, according to York/Antwerp Rules, 1974, as may be amended.
619 Hire shall not contribute to General Average. Should adjustment be made in
620 accordance with the law and practice of the United States of America, the
621 following provision shall apply:
622 "In the event of accident, danger, damage or disaster before or after the
623 commencement of the voyage, resulting from any cause whatsoever, whether
624 due to negligence or not, for which, or for the consequence of which, the
625 Owners are not responsible, by statute, contract or otherwise, the cargo,
626 shippers, consignees or owners of the cargo shall contribute with the Owners
627 in General Average to the payment of any sacrifices, loss or expenses of a
628 General Average nature that may be made or incurred and shall pay salvage
629 and special charges incurred in respect of the cargo.
630 If a salvaging vessel is owned or operated by the Owners, salvage shall be paid
631 for as fully as if the said salvaging vessel or vessels belonged to strangers. Such
632 deposit as the Owners, or their agents, may deem sufficient to cover the
633 estimated contribution of the cargo and any salvage and special charges
634 thereon shall, if required, be made by the cargo, shippers, consignees
635 or owners of the cargo to the Owners before delivery".

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22. Both-to-Blame Collision Clause

If the Vessel comes into collision with another ship as a result of the negligence of the other ship and any act, neglect or default of the Master, mariner, pilot or the servants of the Owners in the navigation or the management of the Vessel, the Charterers will indemnify the Owners against all loss or liability to the other or non-carrying ship or her owners insofar as such loss or liability represent loss of or damage to, or any claim whatsoever of the owners of any goods carried under this Charter Party paid or payable by the other or non-carrying ship or her owners to the owners of the said goods and set-off, recouped or recovered by the other or non-carrying ship or her owners as part of their claim against the Vessel or the Owners. The foregoing provisions shall also apply where the owners, operators or those in charge of any ship or ships or objects other than or in addition to the colliding ships or objects are at fault in respect of a collision or contact.

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23. Structural Alterations and Additional Equipment

The Charterers shall have the option of, at their expense, making structural alterations to the Vessel or installing additional equipment with the written consent of the Owners which shall not be unreasonably withheld but unless otherwise agreed the Vessel is to be redelivered reinstated, at the Charterers' expense to her original condition. The Vessel is to remain on hire during any period of these alterations or reinstatement. The Charterers, unless otherwise agreed, shall be responsible for repair and maintenance of any such alteration or additional equipment.

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24. Health and Safety

The Owners shall comply with and adhere to all applicable international, national and local regulations pertaining to health and safety, and such Charterers' instructions as may be appended hereto.

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25. Taxes

Each party shall pay taxes due on its own profit, income and personnel. The Charterers shall pay all other taxes and dues arising out of the operation or use of the Vessel during the Charter Period.

In the event of change in the Area of Operation or change in local regulation and/or interpretation thereof, resulting in an unavoidable and documented change of the Owners' tax liability after the date of entering into the Charter Party or the date of commencement of employment, whichever is the earlier, Hire shall be adjusted accordingly.

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26. Early Termination

(a) *For Charterers' Convenience.* - The Charterers may terminate this Charter Party at any time by giving the Owners written notice as stated in Box 15 and by paying the settlement stated in Box 14 and the demobilisation charge stated in Box 16, as well as Hire or other payments due under the Charter Party.

(b) *For Cause.* - If either party becomes informed of the occurrence of any event described in this Clause that party shall so notify the other party promptly in writing and in any case within 3 days after such information is received. If the occurrence has not ceased within 3 days after such notification has been given, this Charter Party may be terminated by either party, without prejudice to any other rights which either party may have, under any of the following circumstances:

- (i) *Requisition.* - If the government of the state of registry and/or the flag of the Vessel, or any agency thereof, requisitions for hire or title or otherwise takes possession of the Vessel during the Charter Period.
- (ii) *Confiscation.* - If any government, individual or group, whether or not purporting to act as a government or on behalf of any government,

690 confiscates, requisitions, expropriates, seizes or otherwise takes
691 possession of the Vessel during the Charter Period.
692 (iii) Bankruptcy. - In the event of an order being made or resolution passed
693 for the winding up, dissolution, liquidation or bankruptcy of either party
694 a receiver is appointed or if it suspends payment or ceases to carry on
695 business.
696 (iv) Loss of Vessel. - If the Vessel is lost, actually or constructively, or
697 missing, unless the Owners provide a substitute vessel pursuant to
698 Clause 18. In the case of termination, Hire shall cease from the date the
699 Vessel was lost or, in the event of a constructive total loss, from the date
700 of the event giving rise to such loss. If the date of loss cannot be
701 ascertained or the Vessel is missing, payment of Hire shall cease from
702 the date the Vessel was last reported.
703 (v) Breakdown. - If, at any time during the term of this Charter Party, a
704 breakdown of the Owners' equipment or Vessel results in the Owners
705 being unable to perform their obligations hereunder for a period
706 exceeding that stated in Box 32, unless the Owners provide a substitute
707 vessel pursuant to Clause 18.
708 (vi) Force Majeure. - If a force majeure condition as defined in Clause 27
709 prevails for a period exceeding 15 consecutive days.
710 (vii) Default. - If either party is in repudiatory breach of its obligations
711 hereunder.
712 Termination as a result of any of the above mentioned causes shall not relieve
713 the Charterers of any obligation for Hire and any other payments due.
714

715 **27. Force Majeure**

716 Neither the Owners nor the Charterers shall be liable for any loss, damages or
717 delay or failure in performance hereunder resulting from any force majeure
718 event, including but not limited to acts of God, fire, action of the elements,
719 epidemics, war (declared or undeclared), warlike actions, insurrection,
720 revolution or civil strife, piracy, civil war or hostile action, strikes or
721 differences with workmen (except for disputes relating solely to the Owners'
722 or the Charterers' employees), acts of the public enemy, federal or state laws,
723 rules and regulations of any governmental authorities having or asserting
724 jurisdiction in the premises or of any other group, organisation or informal
725 association (whether or not formally recognised as a government), and any
726 other cause beyond the reasonable control of either party which makes
727 continuance of operations impossible.

728 **28. Notices and Invoices**

729 Notices and invoices required to be given under this Charter Party shall be
730 given in writing to the addresses stated in Boxes 21, 35 and 36 as appropriate.

731 **29.**

732 **Wreck Removal**

733 If the Vessel sinks and becomes a wreck and an obstruction to navigation and
734 has to be removed upon request by any compulsory law or authority having
735 jurisdiction over the area where the wreck is placed, the Owners shall be
736 liable for any and all expenses in connection with the raising, removal,
destruction, lighting or marking of the wreck.

737 **30 Confidentiality.**

738 All information or data obtained by the Owners in the performance of this
739 Charter Party is the property of the Charterers, is confidential and shall not be
740 disclosed without the prior written consent of the Charterers. The Owners
741 shall use their best efforts to ensure that the Owners, any of their
742 sub-contractors, and employees and agents thereof shall not disclose any
743 such information or data.

744 **31 Law and Arbitration.**

745 *) (a) This Charter Party shall be governed by English law and any dispute

746 arising out of this Charter Party shall be referred to arbitration in London, one
 747 arbitrator being appointed by each party, in accordance with the Arbitration
 748 Acts 1950 and 1979 or any statutory modification or re-enactment thereof for
 749 the time being in force. On the receipt by one party of the nomination in
 750 writing of the other party's arbitrator that party shall appoint their arbitrator
 751 within 14 days, failing which the arbitrator already appointed shall act as sole
 752 arbitrator. If two arbitrators properly appointed shall not agree they shall
 753 appoint an umpire whose decision shall be final.

754 *) (b) Should any dispute arise out of this Charter Party, the matter in dispute
 755 shall be referred to three persons at New York one to be appointed by each of
 756 the parties hereto, and the third by the two so chosen; their decision or that of
 757 any two of them shall be final, and for purpose of enforcing any award, this
 758 agreement may be made a rule of the Court. The arbitrators shall be members
 759 of the Society of Maritime Arbitrators, Inc. of New York and the proceedings
 760 shall be conducted in accordance with the rules of the Society.

761 *) (c) Any dispute arising out of this Charter Party shall be referred to arbitration
 762 at the place stated in Box 33 subject to the law and procedures applicable
 763 there.

764 (d) If Box 33 in PART I is not filled in, sub-clause (a) of this Clause shall apply.

765 *) (a), (b) and (c) are alternatives; state alternative agreed in Box 33

766 **32. Entire Agreement**
 767 This is the entire agreement of the parties, which supersedes all previous
 768 written or oral understandings and which may not be modified except by a
 769 written amendment signed by both parties.

770 **33. Severability Clause**
 771 If any portion of this Charter Party is held to be invalid or unenforceable for
 772 any reason by a court or governmental authority of competent jurisdiction,
 773 then such portion will be deemed to be stricken and the remainder of this
 774 Charter Party shall continue in full force and effect.

775 **34. Demise.**
 776 Nothing herein contained shall be construed as creating a demise of
 777 the Vessel to the Charterers.

778 **35. Definitions.**
 779 "Well" is defined for the purposes of this Charter Party as the time required to
 780 drill, test, complete and/or abandon a single borehole including any side-
 781 track thereof.
 782 "Offshore unit" is defined for the purposes of this Charter Party as any vessel,
 783 offshore installation, structure and/or mobile unit used in offshore
 784 exploration, construction, pipelaying or repair, exploitation or production.
 785 "Offshore site" is defined for the purposes of this Charter Party as the area
 786 within three nautical miles of an "offshore unit" from or to which the Owners
 787 are requested to take their Vessel by the Charterers.
 788 "Employees" is defined for the purposes of this Charter Party as employees,
 789 directors, officers, servants, agents or invitees.

790 **36. Headings**
 791 The headings of this Charter Party are for identification only and shall not be
 792 deemed to be part hereof or be taken into consideration in the interpretation
 793 or construction of this Charter Party.



**ANNEX "A" to Uniform Time Charter Party for Offshore Service Vessels
Code Name: "SUPPLYTIME 89" - dated**

VESSEL SPECIFICATION

1. General

- (a) Owner: Name: _____
Address: _____
- (b) Operator: Name: _____
Address: _____
- (c) Vessel's Name: _____ Builder: _____
- (d) Year Built: _____
- (e) Type: _____
- (f) Classification and Society: _____
- (g) Flag: _____
- (h) Date of next scheduled drydocking: _____

2. Performance

- (a) Certified Bollard Pull (Tonnes) _____
- (b) Speed/Consumption (Non-Towing)
(Approx. Daily Fuel Consumption)
(Fair weather)
Max. Speed:) _____ Kts. (app.) _____ Tonnes
Service Speed: _____ Kts. (app.) _____ Tonnes
Standby (main engines secured) _____ Tonnes
- c) Approx. Towing/Working Fuel Consumption
Engine Power 100% Tonnes _____
- (d) Type(s) and Grade(s) of Fuel Used: _____

3. Dimensions and Capacities/Discharge Rates:

- (a) L.O.A. (m): _____ Breadth (m): _____ Depth (m): _____
Max. Draught (m): _____
- (b) Deadweight (metric tons): _____
- (c) * Cargo Fuel max (m³): _____ /hr at _____ head
- (d) * Drill Water max (m³): _____ /hr at _____ head
- (e) Potable Water (m³): _____ /hr at _____ head
- (f) Dry Bulk (m³/cu.ft): _____ in Tanks _____ /hr at _____ head
- (g) Liquid Mud (m³/barrels): _____ /hr at _____ head
(max. SG) _____
State type of recirculation system i.e.
mechanical agitation, centrifugal pumps etc. _____
- (h) Cargo Deck Area (m²): _____ Capacity (m.t.): _____
Length (m) x Breadth (m): _____
Load Bearing Capacity _____

(i) Heavy Weight Brine (m³/barrels): _____
(max. SG) _____ /hr at _____ head

* Multipurpose Tanks yes/no: _____

4. Machinery

(a) BHP Main Engines: _____
(b) Engine Builder: _____
(c) Number of Engines and Type: _____
(d) Generators _____

(e) Stabilisers: _____
(f) Bow Thruster(s): _____
(g) Stern Thruster(s): _____
(h) Propellers/Rudders _____
(i) Number and Pressure Rating of Bulk Compressors: _____

(j) Fuel Oil Metering System: _____

5. Towing and Anchor Handling Equipment

(a) (i) Stern Roller (Dimensions): _____
(ii) Anchor Handling/Towing Winch: _____

(iii) Rig Chain Locker Capacity (Linear feet of 3 in. Chain): _____

(iv) Tugger Winches: _____
(v) Chain Stopper Make and Type: _____
(b) (i) Towing Wire: _____
(ii) Spare Towing Wire: _____
(iii) Work Wire: _____
(v) Other Anchor Handling Equipment _____
(e.g. Pelican Hooks, Shackles, Stretchers etc.): _____

6. Radio and Navigation Equipment

a) Radios _____
VHF: _____
Satcom: _____
(b) Electronic Navigation Equipment: _____
(c) Gyro: _____
(d) Radar: _____
(e) Autopilot: _____
(f) Depth Sounder: _____

7. Fire Fighting Equipment

(a) Class (FF1, FF2, FF3, other): _____
(b) Fixed: _____
(c) Portable: _____

8. Accomodation

(a) Crew: _____ b) Passengers: _____

9. Galley

(a) Freezer Space (m³): _____

(b) Cooler (m³): _____

10. Additional Equipment

(a) Mooring Equipment: _____

(b) Joystick: _____

(c) Other: _____

11. Standby/Survivor Certificate

Yes/No

Nos: _____

SAMPLE COPY



**ANNEX "B" to Uniform Time Charter Party for Offshore Service Vessels
Code Name: "SUPPLYTIME 89" - dated**

INSURANCE

Insurance policies (as applicable) to be procured and maintained by the Owners under Clause 14:

- (1) Marine Hull Insurance. - Hull and Machinery Insurance shall be provided with limits equal to those normally carried by the Owners for the Vessel.
- (2) Protection and Indemnity (Marine Liability) Insurance. - Protection and Indemnity or Marine Liability insurance shall be provided for the Vessel with a limit equal to the value under paragraph 1 above or U.S. \$5 million, whichever is greater, and shall include but not be limited to coverage for crew liability, third party bodily injury and property damage liability, including collision liability, towers liability (unless carried elsewhere).
- (3) General Third Party Liability Insurance. - Coverage shall be for:
Bodily Injury _____ per person
Property Damage _____ per occurrence.
- (4) Workmen's Compensation and Employer's Liability Insurance for Employees. - Covering non-employees for statutory benefits as set out and required by local law in area of operation or area in which the Owners may become legally obliged to pay benefits.
- (5) Comprehensive General Automobile Liability Insurance. - Covering all owned, hired and non-owned vehicles, coverage shall be for:
Bodily Injury According to the local law.
Property Damage In an amount equivalent to _____
single limit per occurrence.
- (6) Such other insurances as may be agreed.



**ANNEX "C" to Uniform Time Charter Party for Offshore Service Vessels
Code Name: "SUPPLYTIME 89" - dated**

AGREEMENT FOR MUTUAL INDEMNITY AND WAIVER OF RECOURSE

(Optional, only applicable if stated in Box 28 in PART I)

This Agreement is made between the Owners and the Charterers and is premised on the following:

- (a) The Charterers and the Owners have entered into a contract or agreement dated as above regarding the performance of work or service in connection with the Charterers' operations offshore ("Operations");
- (b) The Charterers and the Owners have entered into, or shall enter into, contracts or agreements with other contractors for the performance of work or service in connection with the Operations;
- (c) Certain of such other contractors have signed, or may sign, counterparts of this Agreement or substantially similar agreements relating to the operations ("Signatory" or collectively "Signatories"); and
- (d) The Signatories wish to modify their relationship at common law and avoid entirely disputes as to their liabilities for damage or injuries to their respective property or employees;

In consideration of the premises and of execution of reciprocal covenants by the other Signatories, the Owners agree that:

1. The Owners shall hold harmless, defend, indemnify and waive all rights of recourse against the other Signatories and their respective subsidiary and affiliate companies, employees, directors, officers, servants, agents, invitees, vessel(s), and insurers, from and against any and all claims, demands, liabilities or causes of action of every kind and character, in favour of any person or party, for injury to, illness or death of any employee of or for damage to or loss of property owned by the Owners (or in possession of the Owners by virtue of an arrangement made with an entity which is not a Signatory) which injury, illness, death, damage or loss arises out of the Operations, and regardless of the cause of such injury, illness, death, damage or loss even though caused in whole or in part by a pre-existing defect, the negligence, strict liability or other legal fault of other Signatories.
2. The Owners (including the Vessel) shall have no liability whatsoever for injury, illness or death of any employee of another Signatory under the Owners' direction by virtue of an arrangement made with such other Signatory, or for

damage to or loss of property of another Signatory in the Owners' possession by virtue of an arrangement made with such other Signatory. In no event shall the Owners (including the Vessel) be liable to another Signatory for any consequential damages whatsoever arising out of or in connection with the performance or non-performance of this Agreement, including, but not limited to, loss of use, loss of profits, shut-in or loss of production and cost of insurance.

3. The Owners undertake to obtain from their insurers a waiver of rights of subrogation against all other Signatories in accordance with the provisions of this Agreement governing the mutual liability of the Signatories with regard to the Operations.
4. The Owners shall attempt to have those of their sub-contractors which are involved in the Operations become Signatories and shall promptly furnish the Charterers with an original counterpart of this Agreement or of a substantially similar agreement executed by its sub-contractors.
5. Nothing contained in this Agreement shall be construed or held to deprive the Owners or the Charterers or any other Signatory as against any person or party, including as against each other, of any right to claim limitation of liability provided by any applicable law, statute or convention, save that nothing in this Agreement shall create any right to limit liability. Where the Owners or the Charterers or any other Signatory may seek an indemnity under the provisions of this Agreement as against each other in respect of a claim brought by a third party, the Owners or the Charterers or any other Signatory shall seek to limit their liability against such third party.
6. The Charterers shall provide the Owners with a copy of every counterpart of this Agreement or substantially similar agreement which is executed by another Signatory pertaining to the Operations, and shall, in signing this, and in every counterpart of this Agreement, be deemed to be acting as agent or trustee for the benefit of all Signatories.
7. This Agreement shall inure to the benefit of and become binding on the Owners as to any other Signatories on the later of the date of execution by the Owners and the date of execution of a counterpart of this Agreement or a substantially similar agreement by such other Signatory pertaining to the Operations.
8. Any contractor, consultant, sub-contractor, etc., performing work or service for the Charterers or another Signatory in connection with the Operations which has not entered into a formal contract for the performance of such work or service may nevertheless become a Signatory by signing a counterpart of this Agreement or a substantially similar agreement which shall govern, as to the subject of this Agreement, the relationship between such new Signatory and the other Signatories and also by extension its relations with the Charterers.

9. This Agreement may be executed in any number of counterparts or substantially similar agreements as necessary but all such counterparts shall together constitute one legal instrument.

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