

1. Place and date of contract		
2. Owners/Place of business (full style address and email)	3. Charterers/Place of business (full style address and email)	
4. Vessel's name and IMO number (ANNEX A)	5. Date of delivery (Cl. 2(a))	6. Cancelling date and time (Cl. 2(a), (c) and (d)-(f))
7. Port or place of delivery (Cl. 2(a))	8. Port or place of redelivery/notice of redelivery (Cl. 2(g)) (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 immediate task (Cl. 1(d)) (i) Voyage, Well, Wind Turbine or similar activity (state which) (ii) Maximum extension period (state number of days)	12. Mobilisation fee (Cl. 2(b)) (i) Lump sum (ii) When due	
13. Early termination of charter (state amount of hire payable) (Cl. 37(a)) (i) State yes, if applicable (ii) If yes, state amount of hire payable	14. Number of days' notice of early termination (Cl. 37(a))	15. Demobilisation fee (lump sum) (Cl. 2(h) and Cl. 37(a))
16. Liquidated damages for delay (if applicable) (Cl. 2(f)) Daily amount ; Maximum number of days ; or Maximum amount	17. Late delivery (state option (d), (e) or (f) from Clause 2 (Delivery))	
18. Area of Operation (Cl. 6(a) and Cl.14(c))	19. Employment of vessel restricted to (state nature of service(s)) (Cl. 6(a))	
20. Charterers' Personnel (state maximum number) (Cl. 6(a))		

<p>21. Fixed services (ANNEX A)</p> <p>(i) Accommodation (Cl. 6(b))</p> <p>Beds available for Charterers' use</p> <p>(1) In single cabins</p> <p>(2) In double cabins</p> <p>(3) In other cabins</p> <p>(ii) Catering (Cl. 6(d))</p>	<p>22. Optional equipment (ANNEX A)</p> <p>(i) Gangway (Cl. 6(e)(i))</p> <p>Operational hours per day</p> <p>(ii) Crane (Cl. 6(e)(ii))</p> <p>Operational hours per day</p> <p>(iii) Offshore bunkering system (Cl. 6(e)(iii))</p> <p>Operational hours per day</p> <p>(iv) Daughter craft (Cl. 6(e)(iv))</p> <p>Operational hours per day</p>
<p>23. Specialist operations (Cl. 6(g))</p> <p>(i) State if Vessel may be used for ROV operations</p> <p>(ii) State if Vessel may be employed as a diving platform</p>	<p>24. Parallel operations (state if applicable)(Cl. 6(f))</p> <p>State operations to work in parallel in accordance with Clause 6(f)</p> <p>State number of hours per day</p>
<p>25. Fuel for the Vessel (Cl. 11)</p> <p>(i) Fuel to be provided by (State which option applies.)</p> <p>(ii) Quantity of fuel on delivery</p> <p>(iii) Payment method for fuel (state 11(c)(i) or (ii))</p>	<p>(iv) Pre-agreed price of fuel</p> <p>(v) Fuel specifications and grades for fuel supplied</p> <p>(vi) Handling fee (Cl. 11(e))</p>
<p>26. Charter hire (Cl. 14(a), (d), (e) and Cl. 36(e))</p> <p>(i) State rate and currency</p> <p>(ii) Exchange rate</p>	<p>27. Extension hire (if agreed, state rate) (Cl 14(b))</p>
<p>28. Reduced hire (Cl. 15(b))</p> <p>(i) Gangway percentage</p> <p>(ii) Crane percentage</p> <p>(iii) Offshore bunkering system percentage</p> <p>(iv) Daughter craft percentage</p> <p>(v) Other percentage</p>	<p>29. Accommodation Rate (state rate agreed) (Cl. 6(b))</p> <p>30. Catering Rate (state rate agreed) (Cl. 6(d))</p>
<p>31. Number of days' notice of increased hours of employment (Cl. 7(a)(ii))</p>	<p>32. Increased employment rate (state amount and currency) (Cl. 7(a)(ii))</p>

33. Invoicing for hire and other payments (Cl. 14(d)) (i) State whether to be issued in advance or arrears (ii) State by whom to be issued if other than the party stated in Box 2 (iii) State to whom to be issued if addressee other than stated in Box 3	34. Payments (state mode and place of payment; also state beneficiary and bank account) (Cl. 14(e))
35. Payment of hire, bunker invoices and disbursements for Charterers' account (state maximum number of days) (Cl. 14(e))	36. Interest rate payable (Cl. 14(e))
37. Maximum audit period (Cl. 14(g))	38. Limitation of Liability (i) State total contract value) (Cl. 16(d)) (ii) Owners' limitation (state percentage of (i)) (iii) Charterers' limitation (state percentage of (i))
39. Sublet (state amount of daily increment of charter hire) (Cl. 22)	40. War cancellation (indicate countries agreed) (Cl. 25)
41. Taxes (payable by Owners) (Cl. 35)	42. Off-hire (state period) (Cl. 37(d)) (i) Single consecutive (ii) Combined
43. Law and Arbitration (Cl. 40) (choose law and arbitration venue. If alternative (g)(Other) is chosen, Clause 40 must be appropriately filled in or replaced, failing which alternative (a)(English law/London arbitration) shall apply).	
44. Numbers of additional clauses covering special provisions, if agreed	

It is mutually agreed that this Charter Party shall be performed subject to the conditions contained in the Charter Party consisting of PART I, including additional clauses, if any agreed and stated in Box 44, and PART II as well as ANNEX A and ANNEX B. 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.

The party responsible for issuing the final execution version of this contract warrants that it is an Authentic BIMCO Template procured from a properly authorised source and that all modifications to it are clearly visible. "Authentic BIMCO Template" means a BIMCO-approved standard contract in an editable electronic format.

Signature (Owners)	Signature (Charterers)
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PART II
TIME CHARTER PARTY FOR ACCOMMODATION SUPPORT VESSELS

Definitions

“Affiliates” means a company, partnership, or other legal entity which controls, is controlled by, or is under common control with, a party. For the purposes of this definition, the term “control” means the direct or indirect ownership of fifty per cent (50%) or more of the issued share capital or any kind of voting rights in a company, partnership, or legal entity, and “controls”, “controlled” and “under common control” shall be construed accordingly.

“Banking Days” means days on which banks are open in the places stated in Box 2 and Box 3.

“Charterers” means the party stated in Box 3.

“Charterers’ Group” means any of the following:

- (i) Charterers and Charterers’ clients (of any tier); and
- (ii) co-venturers of any of the foregoing; and
- (iii) Affiliates of any of the foregoing; and
- (iv) contractors and sub-contractors (of any tier) of any of the foregoing; and
- (v) Employees of any of the foregoing;

but always related to the work or project on which the Vessel is employed.

“Charterers’ Personnel” shall mean any Employees of each of the Charterers’ Group who are on board the Vessel.

“Crew” means the Master, officers, ratings and any other personnel on board the Vessel and in each case provided by the Owners.

“Employees” means employees, directors, officers, servants, agents or invitees.

“Environmental Limits” means atmospheric and sea state limits specified in Annex A for each of the optional services agreed in Box 22 which shall be measured by a vessel motion monitoring system, wave radar and weather monitoring station or other measurement device as specified in ANNEX A.

“Offshore Units” means any vessel, offshore installation, structure and/or mobile offshore unit used in offshore operations.

“Owners” means the party stated in Box 2.

“Owners’ Group” means:

- (i) Owners; and
- (ii) Owners’ Affiliates; and
- (iii) contractors and sub-contractors (of any tier) of any of the foregoing; and
- (iv) Employees of any of the foregoing

but always related to the work or project on which the Vessel is employed.

“Owners’ Personnel” means anyone employed by any member of the Owners’ Group.

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“Parties” means the Owners and the Charterers.

“Vessel” means the vessel named in Box 4 as described in ANNEX A.

1. Charter Period

- (a) The Owners let and the Charterers hire the Vessel for the period as stated in Box 9 from the time the Vessel is delivered to the Charterers (the “Charter Period”).
- (b) Subject to subclause 14(b) (Hire and Payments – Extension of Hire), the Charterers have the option to extend the Charter Period in direct continuation for the period stated in Box 10(i), but such an option must be declared in accordance with Box 10(ii).
- (c) The Charterers shall not instruct the Vessel to commence any services unless they reasonably expect it to be completed within the Charter Period including the time required to transit to the port or place of redelivery and demobilisation.
- (d) Notwithstanding subclause (c), the Charter Period shall automatically be extended for the time required by the Charterers to complete the immediate tasks which shall mean the voyage, or the drilling, testing, completing and/or abandoning of the single borehole including any side track thereof (the “Well”), or the installation, exchange, repair and/or removal of a single component for the wind turbine or offshore substation (the “Wind Turbine”), or other similar activity (whichever is stated in Box 11(i)) being performed by the Charterers, such time shall not exceed the period stated in Box 11(ii).

2. Delivery and Redelivery

- (a) Delivery – Subject to Clause 2(c) the Vessel shall be delivered by the Owners at any time between the date stated in Box 5 and the date stated in Box 6 at the port or place stated in Box 7 where the Vessel can safely lie always afloat. The Owners shall exercise reasonable endeavours to keep the Charterers informed of the Vessel’s estimated time of arrival at the port or place of delivery stated in Box 7.
- (b) Mobilisation – The Charterers shall pay a lump sum mobilisation charge as stated in Box 12 without discount.
- (c) Cancelling – If the Vessel is not delivered by the cancelling date and time stated in Box 6, the Charterers shall be entitled to cancel this Charter Party. However, if the Owners know or ought reasonably to know that they will be unable to deliver the Vessel by the cancelling date, they shall give notice in writing to the Charterers thereof as soon as reasonably practicable stating in such notice the date by which they will be able to deliver the Vessel. The Charterers may within forty-eight (48) hours of receipt of such notice give notice in writing to the Owners cancelling this Charter Party. If the Charterers do not give such notice, then the later date specified in the Owners’ notice shall be substituted for the cancelling date for all the purposes of this Charter Party.
- (d)* In the event the Charterers cancel the Charter Party, it shall terminate on terms that neither party shall be liable to the other for any losses incurred by reason of the non-delivery of the Vessel or the cancellation of the Charter Party.
- (e)* In the event the Charterers cancel the Charter Party or accept late delivery, it shall be without prejudice to any other rights either party may have.
- (f)* The Owners shall pay liquidated damages per day or pro rata for part of a day as stated in Box 16 (if Box 16 is left blank a rate equal to the Charter hire rate stated in Box 26 shall apply) from the original cancelling date and time stated in Box 6, (irrespective of any substitution to that cancelling date in accordance with subclause 2(c)) until such time as: (i) the Owners have delivered the Vessel or (ii) the Owners have delivered a substitute vessel pursuant to Clause 23 (Substitute Vessel) or (iii) the Charterers have cancelled this Charter Party in accordance with subclause 2(c), provided always however that liquidated damages shall not be payable in the event the Vessel is delayed as a result of any act or omission of the Charterers’ Group. The Owners’ responsibility to pay

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liquidated damages under this Clause shall be subject to the maximum limitation stated in Box 16. Without prejudice to the Charterers' right to cancel this Charter Party in accordance with Clause 2(c), the Owners' liability to pay liquidated damages under this Clause shall be the Charterers' sole and exclusive remedy for late delivery of the Vessel.

*Subclauses (d), (e) and (f) are options. Indicate in Box 17 which option to apply. If Box 17 is not appropriately filled in, subclause (d) of this Clause shall apply.

- (g) Redelivery – The Vessel shall be redelivered on the expiration or earlier termination of this Charter Party with all Charterers' Personnel disembarked, free of Charterer's materials and equipment, property or cargo and with cargo tanks clean to applicable industry standards at the port or place as stated in Box 8(i) or such other port or place as may be mutually agreed. The Charterers shall give not less than the number of days' notice in writing of their intention to redeliver the Vessel, as stated in Box 8(ii).
- (h) Demobilisation – Except in the event of termination due to the Owners' repudiatory breach, the Charterers shall pay the lump sum demobilisation fee without discount in the amount as stated in Box 15 which amount shall be paid on the expiration or on earlier termination of this Charter Party.
- (i) Cargo and services – Should the Owners agree to the Vessel loading and transporting cargo and/or property and/or undertaking any other service for the Charterers en route to the port of delivery or from the port of redelivery, then all terms and conditions of this Charter Party shall apply to such loading and transporting and/or other service exactly as if performed during the Charter Period excepting only that any lump sum fee agreed in respect thereof shall be payable and earned on loading or commencement of the service as the case may be, the Vessel and/or cargo and/or property lost or not lost.

3. Condition of Vessel

- (a) At the date of delivery the Vessel shall be of the description and class as specified in ANNEX A, attached hereto, and in a thoroughly efficient state of hull and machinery.
- (b) The Owners shall exercise due diligence to maintain the Vessel in such class and in every way fit for the service stated in Clause 6 (Employment and Area of Operation) throughout the period of this Charter Party.

4. Structural Alterations and Additional Equipment

The Charterers shall have the option, at their expense, of making structural alterations to the Vessel or installing additional equipment, both requiring the written consent of the Owners, which shall not be unreasonably withheld. Unless otherwise agreed, the Vessel is to be redelivered reinstated and all additional equipment removed, at the Charterers' expense, to her condition on delivery, fair wear and tear excepted. The Vessel is to remain on hire during any period of these alterations or reinstatement. The Charterers shall at all times be responsible for repair and maintenance of any such alteration or additional equipment. However, the Owners may, upon giving notice, undertake any such repair and maintenance at the Charterers' expense, when necessary for the safe and efficient performance of the Vessel. The equipment installed by the Charterers shall not become the property of the Owners.

5. Surveys, Audits and Inspections

- (a) Surveys – Upon delivery and redelivery of the Vessel, the Parties shall jointly appoint an independent surveyor for the purposes of determining and recording in writing:
 - (i) the condition of the Vessel and any equipment specified in ANNEX A;
 - (ii) the type and quantity of fuel;
 - (iii) the quantity of potable water remaining onboard; and

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(iv) the cleanliness and condition of the cargo tanks specified in ANNEX A, as at the time of the Vessel's delivery and redelivery respectively.

The Parties shall jointly share the time and expenses of such surveys.

- (b) Audits and inspections – Prior to delivery the Owners shall provide the Charterers with such information and documentation as the Charterers may reasonably require to conduct a vessel audit, survey or inspection, upon reasonable notice.

Provided that audits, assessments, surveys or inspections can be accomplished without hindrance to the working or operation of or delay to the Vessel, and subject to prior consent, which shall not be unreasonably withheld, the Owners shall provide full access to the Vessel prior to delivery for the Charterers or their appointed auditor to carry out vessel audits, assessments, surveys and inspections.

The Charterers shall have the right at any time during the Charter Period, subject to reasonable prior notice, to conduct, or have conducted, any audits, assessments, surveys or inspections of the Vessel.

The cost for all such audits, assessments, surveys and inspections shall be for the Charterers' account.

The Owners and the Crew shall assist the Charterers with the audits, assessments, surveys and inspections.

The results, conclusions and any recommendations arising from such audits, assessments, surveys and inspections shall be presented to the Owners for review and reasonable time to comment prior to inclusion on OVID, CMID or similar systems.

6. Employment and Area of Operation

- (a) Employment – The Vessel shall be employed in offshore activities which are lawful in accordance with the law of the place of the Vessel's flag and/or registration and of the place of operation. Such activities shall be restricted to the service(s) as stated in Box 19, and to voyages between any good and safe port or place and any place or Offshore Units where the Vessel can safely lie always afloat within the area of operation as stated in Box 18 (Area of Operation), which shall always be within International Navigation Limits. The Charterers do not warrant the safety of any such port or place or Offshore Units but shall exercise due diligence in issuing their orders to the Vessel and having regard to her capabilities and the nature of her employment. The Charterers shall ensure that the number of Charterers' Personnel does not exceed the number specified in Box 20.

- (b) Accommodation and Recreational Facilities – (i) The number of beds and cabins specified in Box 21(i) shall be available for the Charterers' use. The Charterers shall pay for the accommodation at the rate stated in Box 29 per day and per person (the "Accommodation Rate"). The accommodation shall be of a standard and class as described in ANNEX A.

(ii) The Charterers shall be entitled to have access to such fitness and recreational facilities on board the Vessel as described in ANNEX A. Such access shall be included in the Accommodation Rate.

- (c) The Vessel's other space – All the Vessel's tanks, decks, usual places of loading, office space and workshops, as set out in ANNEX A, throughout the Charter Period shall be at the Charterers' disposal reserving proper and sufficient space for the Crew, tackle, apparel, furniture, provisions and stores. The Charterers shall be entitled to carry, so far as space and certification is available and for their purposes in connection with their operations:

(i) Lawful cargo whether carried on or under deck.

(ii) Explosives, dangerous goods, and toxic and/or noxious substances whether in bulk or packaged, provided proper notification has been given and such cargo is marked and packed in accordance with the applicable laws and regulations and/or the International Maritime Dangerous Goods Code as amended or replaced from time to time.

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(d) Catering – The Owners shall provide suitable provisions and requisites, meals and catering services of the standard as described in ANNEX A. The Charterers shall pay at the rate stated in Box 30 per day and per person (the “Catering Rate”).

(e) Optional equipment

(Each optional equipment only to apply if the relevant part of Box 22 is filled in.)

The use by the Charterers of each item of optional equipment shall be as stated in Box 22 and in accordance with subclauses (i) to (iv) below.

(i) Gangway – The gangway shall be operated by the Crew during the hours per day stated in Box 22(i). The gangway shall be capable of transferring persons and/or cargo between the Vessel and the Offshore Unit safely within its capabilities as reasonably required by the Charterers within the Environmental Limits as specified in ANNEX A.

(ii) Crane – The crane shall be operated by the Crew during the hours per day stated in Box 22(ii). The crane shall be capable of performing lifting operations both onboard the Vessel and between the Vessel and Offshore Units or other structures, safely within its capabilities as reasonably required by the Charterers within the Environmental Limits as specified in ANNEX A.

(iii) Offshore bunkering system – The offshore bunkering system shall be operated by the Crew during the hours per day stated in Box 22(iii). The offshore bunkering system shall be capable of refuelling crew transfer vessels, owned and/or chartered by the Charterers and utilised for the work or project on which the Vessel is employed (“Crew Transfer Vessel”) safely within its capabilities as reasonably required by the Charterers within the Environmental Limits specified in ANNEX A.

(iv) Daughter craft – The daughter craft shall be operated by the Crew during the hours per day stated in Box 22(iv). The daughter craft shall be capable of providing services safely within its capabilities as reasonably required by the Charterers within the Environmental Limits as specified in ANNEX A.

(f) Parallel Operations – If so stated in Box 24 the Owners shall allow for operating the gangway, crane and offshore bunkering system in parallel as specified and for the number of hours per day as stated in Box 24 (“Parallel Operations”). If Box 24 is not filled in, the Owners shall not be required to perform Parallel Operations.

(g) ROV operations and diving platform – Unless otherwise stated in Box 23(i), the Charterers shall not have the right to use the Vessel for ROV operations. Unless otherwise stated in Box 23(ii), the Vessel shall not be employed as a diving platform.

(h) Permission and licences – Relevant permission and licences from responsible authorities for the Vessel to enter, work in and leave the Area of Operation shall be obtained by the Charterers and the Owners shall make reasonable efforts to assist the Charterers in securing such permission and licences. Where necessary the Charterers shall assist the Owners in obtaining work permits and visas for the Crew to work in the Area of Operation.

7. Master and Crew

(a) (i) The Crew shall carry out their duties promptly and the Vessel shall render all reasonable services within her capabilities as set out in ANNEX A by day and by night and at such times and on such schedules as the Charterers may reasonably require, except as provided in subclauses 6(e) (Gangway), (f) (Crane), (g) (Offshore bunkering system), (h) (Daughter craft) and (i) (Parallel Operations), or as otherwise expressly agreed in this Charter Party, without any obligation on the Charterers to pay to the Owners or the Crew any excess or overtime payments.

(ii) Should the Charterers require an increase in the hours per day allowed for operations under subclauses 6(e) (Gangway), (f) (Crane), (g) (Offshore bunkering system), (h) (Daughter craft) and (i) (Parallel Operations) and/or

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such other operations as expressly agreed in this Charter Party, they shall give the Owners the number of days' notice stated in Box 31, provided that such increase shall not result in the Crew working hours exceeding those permitted by applicable laws and regulations. The Charterers shall pay the Owners for each extra hour, at the rate stated in Box 32.

(iii) The Charterers shall furnish the Master with all instructions and sailing directions and the Vessel and Crew shall keep full and correct records accessible to the Charterers or their agents.

(b) (i) No bills of lading shall be issued for shipments under this Charter Party.

(ii) The Master shall sign cargo documents as directed by the Charterers in the form of receipts that are non-negotiable documents and which are clearly marked as such.

(iii) The Charterers shall indemnify the Owners against all liabilities that may arise from the signing of such cargo documents in accordance with the directions of the Charterers to the extent that the terms of such cargo documents impose more onerous liabilities than those assumed by the Owners under the terms of this Charter Party.

(c) The Crew, if required by the Charterers, will connect and disconnect electric cables and cargo hoses when placed on board the Vessel in port as well as alongside the Offshore Units; will operate the machinery on board the Vessel for loading and unloading cargoes; and will hook and unhook pre-slung cargo on board the Vessel when loading or discharging alongside Offshore Units. If any of this work is not permitted by the port regulations or the seamen and/or labour unions, the Charterers shall make, at their own expense, whatever other arrangements may be necessary.

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

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

8. Extended Offshore Operations

(a) Transportation of Owners' Personnel

If the Vessel is held offshore and the Owners are unable to embark or disembark the Owners' Personnel at an agreed port or place, then the Charterers shall be responsible for the transportation to and from the Vessel by either boat or helicopter and the following division of costs and responsibility shall apply:

(i) The Owners shall remain responsible for the time and cost of bringing Owners' Personnel to the agreed port or place where the Charterers' transport obligations shall commence.

(ii) The Charterers shall at their cost transport the Owners' Personnel directly to the Vessel from the agreed port or place at the time and date previously advised to the Owners. Upon arrival on board the Vessel the Charterers' transport obligations for the Owners' Personnel shall be complete.

(iii) Upon arrival on board the Vessel the Crew shall be allowed sufficient time in accordance with the Vessel's Safety Management System to perform a handover and any familiarisation required.

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(iv) The Charterers shall be responsible for the cost of transporting the Owners' Personnel from the Vessel to the agreed port or place where the Charterers' transport obligations shall cease.

(v) If any delay in the Charterers' transport of the Owners' Personnel to or from the agreed port or place was caused by an act or omission of the Charterers' Group, the Charterers shall be liable to the Owners for their additional documented costs limited to wages, accommodation, meals and transport.

(vi) In the event any of the Owners' Personnel fail to embark on the Charterers' transport due to an act or omission of the Owners or the Owners' Personnel, then the Owners shall be liable to the Charterers for the documented cost of the unused seats or accommodation.

(vii) Where the Charterers provide transport for the Owners' Personnel, it shall be of a good standard and shall hold appropriate certification and meet all applicable safety standards and regulations. The Charterers shall provide any required safety equipment. Where transport is carried out by a boat, the boat shall be clean and have proper seating and facilities for passengers, including but not limited to, toilets, hot and cold drinks, snacks and meals, air conditioning and heating as reasonably required. When the Owners' Personnel are transported on any voyage of more than six (6) hours duration, or overnight, proper sleeping accommodation shall be provided for the use of the Owners' Personnel.

(b) Fuel, water, lube oil, stores, provisions and spare parts

If the Vessel is held offshore and is unable to replenish fuel, water, lube oil, stores, provisions and spare parts, then the Charterers shall be responsible for their transportation to the Vessel and the following division of costs and responsibility shall apply:

(i) Fuel and Water – The Charterers shall deliver to the Vessel fuel and water necessary to maintain sufficient quantities for the safe operation of the Vessel.

(ii) Stores, provisions, lube oil and spare parts – As per Clause 9 (Owners to Provide) of Part II the Owners shall arrange and pay for stores, provisions, lube oil and spare parts. The Owners shall deliver such stores, provisions, lube oil and spare parts to an agreed port or place for the Charterers to load and transport directly to the Vessel at no cost to the Owners.

(iii) Return items – The Charterers, at their cost, shall transport from the Vessel to an agreed port or place any items that the Owners would normally put ashore when in port. The Charterers' responsibilities under this Clause shall cease upon delivery ashore of the Owners' items.

(iv) When required, the Owners shall provide and use suitable waste oil containers and properly segregated refuse containers which the Charterers shall transport to and from the Vessel as required by the Owners. Once the Charterers have landed any such containers ashore, the Owners shall arrange for their prompt removal from such place of landing.

(c) Statutory or Mandatory Surveys and Inspections – If any statutory or mandatory survey or inspection due on the Vessel cannot be deferred and cannot be undertaken whilst the Vessel is held offshore, then the Owners shall give the Charterers not less than ten (10) days' notice in writing for the Vessel to be at an agreed port or place to permit such survey or inspection to take place.

9. Owners to Provide

The Owners shall provide and pay for:

- (a) all provisions, wages and all other expenses of the Crew;
- (b) all maintenance and repair of the Vessel's hull, machinery and equipment; and

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- (c) except as otherwise provided in this Charter Party:
- (i) all insurance on the Vessel;
 - (ii) all dues and charges directly related to the Vessel's flag and/or registration;
 - (iii) all deck, cabin and engine room stores, lubricants, ropes and wires required for ordinary ship's purposes and for mooring alongside in harbour; and
 - (iv) sanitation certificates.

The Owners' obligations under this Clause extend to cover all liabilities for consular charges appertaining to the Crew, customs or import duties arising at any time during the performance of this Charter Party in relation to the personal effects of the Crew, and in relation to the stores, provisions and other matters as aforesaid which the Owners are to provide and/or pay for. The Owners shall refund to the Charterers any sums they or their agents may have paid or been compelled to pay in respect of such liability.

10. Charterers to Provide

- (a) While the Vessel is on hire the Charterers shall provide and pay for all water, dispersants and firefighting foam, and transport thereof, port charges, pilotage and boatmen and canal steersmen (whether compulsory or not), launch hire (unless incurred in connection with the Owners' business), light dues, tug assistance, canal, dock, harbour, tonnage and other dues and charges, agencies and commissions incurred on the Charterers' business, costs for security or other watchmen, costs for quarantine (if occasioned by members of the Charterers' Group or the nature of the cargo carried or the ports visited whilst employed under this Charter Party or as provided for in Clause 27 but not otherwise).
- (b) The Charterers shall provide and pay for the loading, back-loading and discharging of cargoes when not done by the Crew, the cleaning of cargo tanks, the discharging and disposal of waste products deriving from their operations, all necessary pad eyes, shackles, wires, chains, bottle-screws, load-binders and other similar items required for securing any special, exceptional, unusual or heavy lift deck cargoes, except as provided by the Owners, all ropes, slings, wires, stops, cargo hoses, spreaders and special runners actually used for loading, back-loading and discharging cargoes. Any and all cargo loading, securing, back-loading and discharging equipment shall always have been properly tested and certified as applicable regulations require.
- (c) Upon entering into this Charter Party or in any event no later than the time of delivery of the Vessel the Charterers shall provide the Owners with copies of any operational plans or documents which are necessary for the safe and efficient operation of the Vessel. All documents received by the Owners shall be returned to the Charterers on redelivery.
- (d) The Charterers shall pay for customs duties, all permits, import duties (including costs involved in establishing temporary or permanent importation bonds), and clearance expenses, for the Vessel and/or equipment, required for or arising out of this Charter Party.
- (e) The Charterers shall pay for any replacement of any anchor handling/towing/lifting wires and accessories which have been placed on board by the Owners or the Charterers, should such equipment be lost or damaged, other than as a result of the Owners' negligence.
- (f) The Charterers shall pay for any fines, taxes or imposts levied and provide any financial security required in the event that contraband and/or unmanifested drugs and/or cargoes are found to have been shipped as part of the cargo. The Vessel shall remain on hire during any time lost as a result thereof. However, if the Crew are involved in smuggling, any financial security required and any fines, taxes or imposts shall be provided and paid for by the Owners and the Vessel shall be off hire during any time lost as a result thereof.

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11. Fuel

- (a) Upon delivery – The Vessel shall be delivered with no less fuel on board than the quantity stated in Box 25(ii).
- (b) Upon redelivery – The Vessel shall be redelivered with no less fuel on board than the quantity required by the Vessel to reach, at economical speed, the nearest port where fuel of the specification and grade as stated in Box 25(v) is available.
- (c) Payment for fuel upon delivery and redelivery – The payment, crediting and accounting of fuel remaining on board the Vessel at the time of delivery and redelivery of the Vessel shall be either in accordance with subclauses 11(c)(i) or 11(c)(ii) below, as indicated in Box 25(iii). If Box 25(iii) is left blank, subclause 11(c)(i) shall apply.
- (i) The Charterers shall purchase and pay the Owners for all the fuel on board at the time of delivery at the substantiated price paid by the Owners at the last loading of fuel and the Owners shall purchase and credit the Charterers for all the fuel on board at the time of redelivery at the substantiated price paid or reimbursed by the Charterers at the last loading of fuel. The quantities of fuel shall be those recorded on the Vessel's delivery and redelivery surveys (see Clause 5 (Surveys, Audits and Inspections)); or
- (ii) The Charterers shall pay the Owners, or the Owners shall credit the Charterers, for the difference in the quantity of fuel on board between the delivery and redelivery of the Vessel by reference to the delivery and redelivery surveys (see Clause 5 (Surveys, Audits and Inspections)). In the event that the price paid by the Charterers for the quantity of fuel consumed, or credited by the Owners for fuel loaded, is a pre-agreed price, this shall be the price stated in Box 25(iv). Where the price of fuel is not pre-agreed, Box 25(iv) shall be left blank and the price shall be the substantiated price paid for the Vessel's last loading of fuel.
- (d) Loading of fuel – All fuel during the Charter Period shall be provided by the Party stated in Box 25(i). If Box 25(i) is left blank, fuel shall be provided by the Charterers.
- (e) Fuel provided by Owners – If fuel is provided by the Owners, the following shall apply:
- (i) The Owners shall provide and pay for the fuel, however, while the Vessel is on hire, the Charterers shall reimburse the Owners for the substantiated price paid for the fuel and pay to the Owners a handling fee stated in Box 25(vi).
- (ii) The Owners shall plan the stemming of fuel in such a way that the time used for loading fuel is minimised as much as reasonably possible in order not to delay or disrupt the Charterers' operations.
- (iii) The Owners shall supply fuel of the specifications and grades as stated in Box 25(v). The fuel shall be of a stable and homogeneous nature and quality and unless otherwise agreed in writing, shall comply with the latest edition of ISO Standard 8217 as well as with the relevant provisions of MARPOL.
- (f) Fuel provided by Charterers – If fuel is provided by the Charterers, the following shall apply:
- (i) While the Vessel is on hire, the Charterers shall provide and pay for the fuel. The Charterers shall supply fuel of the specifications and grades as stated in Box 25(v). The fuel shall be of a stable and homogenous nature and unless otherwise agreed in writing, shall comply with the latest edition of ISO Standard 8217 as well as with the relevant provisions of MARPOL. The Chief Engineer shall co-operate with the Charterers' bunkering agents and fuel suppliers and comply with their requirements relating to the fuel, including but not limited to, checking, verifying and acknowledging sampling, reading or sounding and metering, before, during and after the loading of fuel. During delivery representative samples of all fuels shall be taken at a point as close as possible to the Vessel's fuel manifold. Each of the samples shall be divided into a minimum of four (4) sub-samples, labelled and sealed and signed by the suppliers, Chief Engineer and the Charterers or their agents. One sub-sample shall be retained on board for MARPOL purposes and the remaining samples distributed between the Owners, the Charterers and the suppliers. If any claim should arise in respect of the quality or specification or grades of the fuel supplied, the samples of the fuel retained as aforesaid shall be analysed by a qualified and independent

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laboratory, jointly appointed by the Parties, whose analysis as regards the characteristics of the fuel shall be binding on the Parties concerning the characteristics tested for. If one or more of the fuel samples are found not to be in compliance with the specification as agreed in the paragraph above, the Charterers shall meet the cost of this analysis, otherwise the same shall be for the Owners' account.

(ii) Compliance - The Vessel's Chief Engineer, or nominee, may at any time before or during the loading of any fuel, stop the loading if such person reasonably believes that it does not comply with subclause 11(f) until such time as the Charterers or the fuel supplier have reasonably demonstrated their compliance with subclause 11(f). The Vessel shall remain on hire during any stoppage of loading under this Clause.

(iii) The Owners shall not be held liable for any reduction in the Vessel's speed, performance and/or increased fuel consumption nor for any time lost arising as a result of any fuel not complying with subclause 11(f) and the Vessel shall remain on hire.

12. Offshore Bunkering of Crew Transfer Vessels

- (a) If the offshore bunkering system is used for refuelling of Crew Transfer Vessels in accordance with subclause 6(e)(iii), the Charterers may use the fuel provided as per Clause 11 to fuel the Crew Transfer Vessels by use of the offshore bunkering system.
- (b) If so stated in Box 25, the Owners provide the fuel and if such fuel is to be used to refuel the Crew Transfer Vessels by use of the offshore bunkering system, the Owners shall ensure that the fuel supplied to the Crew Transfer Vessel is of the specifications and grades stated in Box 26. The fuel shall be of a stable and homogeneous nature and quality and unless otherwise agreed in writing, shall comply with the latest edition of ISO Standard 8217 as well as with the relevant provisions of MARPOL.
- (c) The Vessel's Chief Engineer shall co-operate with the master and crew of the Crew Transfer Vessel during delivery of fuel from the offshore bunkering system to the Crew Transfer Vessels. Such cooperation shall include connecting/disconnecting hoses and operating the pumps of the offshore bunkering system, attending sampling, reading gauges or meters or taking soundings, before, during and/or after delivery of fuels.
- (d) If requested by the Charterers or required by applicable regulations, a primary sample of each grade of fuels shall be drawn during delivery of fuels from the offshore bunkering system to the Crew Transfer Vessels in accordance with IMO Resolution MEPC.182(59) Guidelines for the Sampling of Fuel Oil for Determination of Compliance with the Revised MARPOL 73/78 Annex VI or any subsequent amendments thereof. Each primary sample shall be divided and distributed between the Owners and the Charterers (if requested), and one sample of each grade of fuel shall be retained on board the Crew Transfer Vessel for MARPOL purposes (if applicable).

13. BIMCO ISPS/MTSA Clause for Time Charter Parties 2005

- (a) (i) The Owners shall comply with the requirements of the International Code for the Security of Ships and of Port Facilities and the relevant amendments to Chapter XI of SOLAS (ISPS Code) relating to the Vessel and "the Company" (as defined by the ISPS Code). If trading to or from the United States or passing through United States waters, the Owners shall also comply with the requirements of the US Maritime Transportation Security Act 2002 (MTSA) relating to the Vessel and the "Owner" (as defined by the MTSA).

(ii) Upon request the Owners shall provide a copy of the relevant International Ship Security Certificate (or the Interim International Ship Security Certificate) to the Charterers. The Owners shall provide the Charterers with the full style contact details of the Company Security Officer (CSO).

(iii) Except as otherwise provided in this Charter Party, loss, damages, expense or delay (excluding consequential loss, damages, expense or delay) caused by failure on the part of the Owners or "the Company"/"Owner" to comply with the requirements of the ISPS Code/MTSA or this Clause shall be for the Owners' account.
- (b) (i) The Charterers shall provide the Owners and the Master with their full style contact details and, upon request,

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any other information the Owners require to comply with the ISPS Code/MTSA. Furthermore, the Charterers shall ensure that all sub-charter parties they enter into during the period of this Charter Party contain the following provision: "The Charterers shall provide the Owners with their full style contact details and, where sub-letting is permitted under the terms of the charter party, shall ensure that the contact details of all sub-charterers are likewise provided to the Owners".

(ii) Except as otherwise provided in this Charter Party, loss, damages, expense or delay (excluding consequential loss, damages, expense or delay) caused by failure on the part of the Charterers to comply with this Clause shall be for the Charterers' account.

- (c) Notwithstanding anything else contained in this Charter Party all delay, costs or expenses whatsoever arising out of or related to security regulations or measures required by the port facility or any relevant authority in accordance with the ISPS Code/MTSA including, but not limited to, security guards, launch services, tug escorts, port security fees or taxes and inspections, shall be for the Charterers' account, unless such costs or expenses result solely from the Owners' negligence. All measures required by the Owners to comply with the Ship Security Plan shall be for the Owners' account.
- (d) If either party makes any payment which is for the other party's account according to this Clause, the other party shall indemnify the paying party.

14. Hire and Payments

- (a) Hire – The Charterers shall pay hire due for the Vessel at the rate stated in Box 26(i) per day or pro rata for part thereof from the time that the Vessel is delivered to the Charterers until the expiration or earlier termination of this Charter Party.
- (b) Extension hire – If the option to extend the Charter Period under subclause 1(b) (Charter Period) is exercised, the hire for such extension shall, unless stated in Box 27, be agreed between the Parties. Should the Parties fail to reach an agreement, then the Charterers shall not have the option to extend the Charter Period.
- (c) Adjustment of hire – The hire shall be adjusted to reflect documented changes, after the date of entering into the Charter Party, in the Owners' costs arising from changes in laws and regulations, or the implementation thereof, within the Area of Operation stated in Box 18 governing the Vessel, its Owners and/or its Crew or this Charter Party or in the application thereof.
- (d) Invoicing – All invoices shall be issued in the contract currency stated in Box 26(i). In respect of reimbursable expenses incurred in currencies other than the contract currency, the rate of exchange into the contract currency shall be stated in Box 26(ii). Invoices covering hire and any other payments due shall be issued monthly as stated in Box 33(i) and at the expiration or earlier termination of this Charter Party. If subclause 11(c)(i) (Fuel – Payment for Fuel) applies, fuel on board at delivery shall be invoiced at the time of delivery. If subclause 11(e) (Fuel – fuel provided by Owners) applies, fuel provided by the Owners shall be invoiced at the time it is delivered to the Vessel.
- (e) Payments – Payments of hire, fuel invoices and disbursements for the Charterers' account shall be received within the number of days stated in Box 35 from the date of receipt of the invoice. Payment shall be received in the currency stated in Box 26(i) in full without discount or set-off to the account stated in Box 34. However, any advances for disbursements made on behalf of and approved by the Owners may be deducted from hire due. If payment is not received by the Owners within five (5) Banking Days following the due date the Owners are entitled to charge interest at the rate stated in Box 36 on the amount outstanding from and including the due date until payment is received.

If the Charterers reasonably believe an incorrect invoice has been issued, they shall notify the Owners promptly, but in no event no later than the due date, specifying the reason for disputing the invoice. The Charterers shall pay the undisputed portion of the invoice but shall be entitled to withhold payment of the disputed amount. The Owners shall be entitled to charge interest at the rate stated in Box 35 on such disputed amounts where resolved

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in favour of the Owners. The balance payment (together with any applicable interest) shall be received by the Owners within five (5) Banking Days after the dispute is resolved. Should the Charterers' claim be valid, a corrected invoice shall be issued by the Owners.

(f) Suspension and termination

(i) Where there is a failure to make punctual payment of hire or other sums due and payable by the Charterers to Owners, the Owners shall promptly notify the Charterers in writing of such failure and require payment within five (5) days.

(ii) At any time while hire or other sums due and payable by the Charterers to Owners remain outstanding the Owners shall be entitled to suspend the performance of any or all of their obligations under this Charter Party until such time as all the hire and/or other sums due to the Owners under the Charter Party has been received by the Owners. Throughout any period of suspended performance under this Clause, the Vessel shall remain on hire. The Owners' right to suspend performance under this Clause shall be without prejudice to any other rights they may have under this Charter Party.

(iii) If after five (5) days of the written notification referred to in subclause 14(f)(i) the sums referred to have still not been received, the Owners may at any time while such sums remain outstanding terminate the Charter Party. The right to terminate shall be exercised promptly and in writing and is not dependent upon the Owners first exercising the right to suspend performance of their obligations under the Charter Party pursuant to subclause 14(f)(ii) above. The receipt by the Owners of all sums due from the Charterers after the five (5) day period referred to above has expired but prior to the notice of termination shall be deemed a waiver of the Owners' right to terminate the Charter Party. The Owners' right to terminate under this Clause shall be without prejudice to any other rights they may have under this Charter Party.

(iv) Where the Owners choose not to exercise any of the rights afforded to them by this Clause in respect of any particular late payment of hire, or a series of late payments of hire, or other sums due and payable by the Charterers to Owners under the Charter Party, this shall not be construed as a waiver of their right either to suspend performance under subclause 14(f)(ii) or to terminate the Charter Party under subclause 14(f)(iii) in respect of any subsequent late payment under this Charter Party.

(v) The Charterers shall indemnify the Owners in respect of any liabilities incurred by the Owners under cargo documents issued pursuant to subclause 7(b) (Master and Crew) as a consequence of the Owners' proper suspension of any or all of their obligations under this Charter Party or termination of this Charter Party.

(g) Audit – The Charterers shall have the right to appoint an independent qualified accountant to audit the Owners' books directly related to work performed under this Charter Party at any time after the conclusion of the Charter Party, up to the expiry of the period stated in Box 37, to determine the validity of the Owners' charges hereunder. The Owners undertake to make their records available for such purposes at their principal place of business during normal working hours. Any discrepancies discovered in payments made shall be promptly resolved by invoice or credit as appropriate.

15. Off-hire/Reduction of Hire

(a) Off-hire and exceptions – If as a result of any deficiency of Crew or of the Owners' stores, strike of Crew, breakdown of machinery and/or equipment (excluding any equipment installed on the Vessel by the Charterers pursuant to Clause 4 (Structural Alterations and Additional Equipment), damage to hull, non-compliance with Clause 28 or other accidents to the Vessel, the Vessel is prevented from working, no hire shall be payable in respect of any time lost and any hire paid in advance shall be adjusted accordingly provided always however that hire shall not cease in the event of the Vessel being prevented from working as aforesaid as a result of:

(i) the carriage of cargo as noted in subclause 6(c)(ii) (Employment and Area of Operation – The Vessel's Space);

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(ii) quarantine or risk of quarantine unless caused by the Crew having communication with the shore or other vessel at any infected area not in connection with the employment of the Vessel, without the consent or the instructions of the Charterers;

(iii) deviation from the Vessel's Charter Party duties or exposure to abnormal risks at the request of the Charterers;

(iv) detention in consequence of being driven into port or to anchorage through stress of weather or trading to shallow harbours or to river or ports with bars or suffering an accident to its cargo, when the expenses resulting from such detention shall be for the Charterers' account howsoever incurred;

(v) detention or damage by ice;

(vi) any act or omission of the Charterers' Group; or

(vii) any force majeure event as stated in Clause 38 (Force Majeure).

- (b) Reduction of Hire – Notwithstanding subclause 15(a), in the event of a breakdown, damage or a deficiency of any of the Vessel's equipment specified in Box 28, the Charterers shall have the option to request the Vessel's continued performance without availability of such equipment. The Owners shall respond promptly to such request. If the Owners approve such request, the hire shall be reduced per day or pro rata for part of a day by the percentage specified in Box 28 from the time of such approval and until such equipment is again in the efficient condition.

If the Owners do not approve such request, subclause 15(a) shall apply to the extent the conditions thereof are satisfied.

- (c) Liability for Vessel not working – The Owners' liability for any loss, damage or delay sustained by the Charterers as a result of the Vessel being prevented from working by any cause whatsoever, including negligence on the part of a member of the Owners' Group, shall be limited to suspension of hire, except as provided in subclause 13(a)(iii) (BIMCO ISPS/MTSA Clause for Time Charter Parties), whether or not the Vessel is off-hire.

- (d) Maintenance, survey, inspections and drydocking

(i) Maintenance - Notwithstanding subclause 15(a), the Charterers shall grant the Owners a maximum of twenty-four (24) hours on hire, which shall be cumulative, per month or pro rata for part of a month from the commencement of the Charter Period (hereinafter referred to as "Maintenance Allowance") for maintenance, dry-docking, statutory or mandatory surveys or inspections. The Owners shall use all reasonable endeavours to carry out maintenance, perform dry-docking and to conduct statutory or mandatory surveys or inspections during periods of non-utilisation of the Vessel. During reasonable voyage time taken in transit to and from the port where the maintenance, dry-docking, statutory or mandatory surveys or inspections will be performed, the Vessel shall be on hire and such time shall not be counted against the accumulated Maintenance Allowance. Hire shall be suspended during any time taken in maintenance, dry-docking, statutory or mandatory surveys or inspections in excess of the accumulated Maintenance Allowance.

(ii) Dry-docking – The Charterers shall permit the Vessel to dry-dock at regular intervals in accordance with its classification society requirements.

Whenever a dry-docking is required, the Charterers shall beforehand remove any cargo, and clean any cargo tanks as necessary to effect such dry-docking, after which the Vessel shall be placed at the Owners' disposal. The Vessel shall be returned to the Charterers when it has completed dry-docking and returned to the port or place where it was placed at the Owners' disposal. The Owners choice of dry-dock location shall always be reasonable as to time and cost, both to themselves and to the Charterers.

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Unless on-hire by reason of accumulated Maintenance Allowance, hire shall be suspended from the time the Charterers place the Vessel at the Owners' disposal. The Vessel shall go back on hire from the time it is placed at the Charterers' disposal at the place where it was originally released.

At the commencement of the charter period, the Owners shall provide the Charterers with the Vessel's class dry-docking schedule for the charter period, including any options to extend.

(iii) Using or not using Maintenance Allowance for (i) and (ii) above shall be in the discretion of the Owners, subject to the Owners giving the Charterers reasonable notice of the Owners' intention to use such Maintenance Allowance during specified time periods.

Hire shall not be payable for accumulated Maintenance Allowance not used by the Owners, unless the Charterers have instructed the Owners not to make use of Maintenance Allowance, in which case such excess Maintenance Allowance shall be payable upon expiration or earlier termination of the Charter Party.

16. Liabilities and Indemnities

(a) Knock for knock

(i) Owners – Notwithstanding anything else contained in this Charter Party excepting subclauses 10(e) (Charterers to Provide), 16(c) (Statutory limitations), and 20(c) (Saving of Life and Salvage), the Charterers shall not be responsible for loss of or damage to any property of any member of the Owners' Group, including the Vessel, or for personal injury or death of any member of the Owners' Group, arising out of or in any way connected with the performance or non-performance of this Charter Party whatsoever and in any circumstances, even if such loss, damage or personal injury or death is caused wholly or partially by the act, neglect, breach of duty (whether statutory or otherwise) or default of the Charterers' Group, and even if such loss, damage or personal injury or death is caused wholly or partially by the unseaworthiness of any vessel; and the Owners shall indemnify, protect, defend and hold harmless the Charterers' Group from any and against all claims, costs, expenses, actions, proceedings, suits, demands and liabilities whatsoever arising out of or in connection with such loss, damage, personal injury or death.

(ii) Charterers – Notwithstanding anything else contained in this Charter Party excepting Clauses 10(e) (Charterers to Provide) and 18 (Wreck Removal), the Owners shall not be responsible for loss of, damage to, or any liability arising out of anything towed by the Vessel, any cargo laden upon or carried by the Vessel or her tow, any property of any member of the Charterers' Group, whether owned or chartered, including their Offshore Units, or for personal injury or death of any member of the Charterers' Group or of anyone on board anything towed by the Vessel, arising out of or in any way connected with the performance or non-performance of this Charter Party whatsoever and in any circumstances, even if such loss, damage, liability or personal injury or death is caused wholly or partially by the act, neglect, breach of duty (whether statutory or otherwise) or default of the Owners' Group, and even if such loss, damage, liability or personal injury or death is caused wholly or partially by the unseaworthiness of any vessel; and the Charterers shall indemnify, protect, defend and hold harmless the Owners' Group from any and against all claims, costs, expenses, actions, proceedings, suits, demands, and liabilities whatsoever arising out of or in connection with such loss, damage, liability, personal injury or death.

(b) Excluded losses – Notwithstanding anything else contained in this Charter Party neither party shall be liable to the other for:

(i) any loss of use (including, without limitation, loss of use or the cost of use of property, equipment, materials and services including without limitation, those provided by contractors or subcontractors of any tier or by third parties), loss of profits or anticipated profits; loss of product; loss of business; business interruption; loss of or deferral of drilling rights; loss, restriction or forfeiture of licences, permits, concessions or field interests or offshore renewables site interests; loss of revenue, shut in, loss of production, deferral of production, increased cost of working; cost of insurance; or any other similar losses whether direct or indirect; and

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(ii) any consequential or indirect loss whatsoever;

arising out of or in connection with the performance or non-performance of this Charter Party even if such loss is caused wholly or partially by the act, neglect, breach of duty (whether statutory or otherwise) or default of the indemnified party, and even if such loss is caused wholly or partially by the unseaworthiness of any vessel, and the Owners shall indemnify, protect, defend and hold harmless the Charterers' Group from such losses suffered by the Owners' Group and the Charterers shall indemnify, protect, defend and hold harmless the Owners' Group from such losses suffered by the Charterers' Group.

(c) Statutory limitations

Nothing contained in this Charter Party shall be construed or held to deprive the Owners or the Charterers, as against any person or party, including as against each other, of any right to claim limitation of liability provided by any applicable law, statute or convention. Where the Owners or the Charterers may seek an indemnity under the provisions of this Charter Party or against each other in respect of a claim brought by a third party, the Owners or the Charterers shall seek to limit their liability against such third party.

(d) Contractual limitations

(Only to apply if Box 38 is filled in.)

Except for the liability and indemnification obligations of any kind set out in the following Clauses:

Clause 7(b)(iii) (Master & Crew);

Clause 13(d) (BIMCO ISPS/MTSA Clause for Time Charter Parties 2005);

Clause 16(a) (Liabilities and Indemnities – Knock for Knock);

Clause 17 (Pollution);

Clause 18 (Wreck Removal);

Clause 20(c) (Saving of Life and Salvage);

Clause 21 (Lien);

Clause 24 (War Risks);

Clause 27 (Infectious or Contagious Diseases);

Clause 31 (BIMCO Anti-Corruption Clause for Charter Parties);

Clause 32 (MLC 2006); and

Clause 34 (Sanctions);

the liability of either Party shall in no event whatsoever exceed the amount or percentage stated in Box 38(ii) and (iii) respectively, of the total contract value stated in Box 38(i), for any loss, damage, delay or expense of whatsoever nature, and howsoever arising out of the Charter Party.

(e) Himalaya clause – All exceptions, exemptions, defences, immunities, limitations of liability, indemnities, privileges and conditions granted or provided by this Charter Party or by any applicable statute, rule or regulation for the benefit of the Charterers shall also apply to and be for the benefit of the Charterers' Group and their respective underwriters.

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All exceptions, exemptions, defences, immunities, limitations of liability, indemnities, privileges and conditions granted or provided by this Charter Party or by any applicable statute, rule or regulation for the benefit of the Owners shall also apply to and be for the benefit of the Owners' Group and their respective underwriters; the Vessel and its registered owners; and the Crew.

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

17. Pollution

- (a) Except as otherwise provided for in subclause 20(c)(iii) (Saving of Life and Salvage), the Owners shall be liable for, and agree to indemnify, defend and hold harmless the Charterers against all claims, costs, expenses, actions, proceedings, suits, demands and liabilities whatsoever arising out of actual or threatened pollution damage due to discharge, spills or leaks from the Vessel, including from the offshore bunkering system up to and until the connection to the Crew Transfer Vessel, if applicable, except as may emanate from cargo thereon or therein and the cost of cleanup or control thereof even if such claims, costs expenses, actions proceedings, suits, demands and liabilities are caused wholly or partially by the act, neglect, breach of duty (whether statutory or otherwise) or default of the Charterers' Group.
- (b) The Charterers shall be liable for and agree to indemnify, defend and hold harmless the Owners from all claims, costs, expenses, actions, proceedings, suits, demands, liabilities, loss or damage whatsoever arising out of or resulting from any other actual or threatened pollution damage, even if such claims, costs, expenses, actions, proceedings, suits, demands, liabilities, loss or damage are caused wholly or partially by the act, neglect, breach of duty (whether statutory or otherwise) or default of the Owners' Group, and even if such loss, damage or liability is caused wholly or partially by the unseaworthiness of the Vessel.
- (c) The Charterers shall, upon giving notice to the Owners or the Master, have the right (but shall not be obliged) to place on board the Vessel and/or have in attendance at the site of any pollution or threatened incident one or more Charterers' representative to observe the measures being taken by Owners and/or national or local authorities or their respective servants, agents or contractors to prevent or minimise pollution damage and to provide advice, equipment or manpower or undertake such other measures, at Charterers' risk and expense, as are permitted under applicable law and as Charterers believe are reasonably necessary to prevent or minimise such pollution damage or to remove the threat of pollution damage.

18. Wreck Removal

If the Vessel becomes a wreck and has to be removed by order of any lawful authority having jurisdiction over the area where the Vessel is placed or as a result of compulsory law, the Owners shall be liable for any and all expenses in connection with the lighting, marking, raising, removal, destruction of the Vessel.

19. Insurance

- (a) The Parties shall obtain and maintain in effect for the duration of this Charter Party, with reputable insurers, the insurances set forth in ANNEX B. Policy limits shall not be less than those indicated. Reasonable deductibles are acceptable and shall be for the account of the party taking out the insurance.
- (b) The Owners and Charterers shall be named as co-insured in the other Party's insurances in accordance with Annex B and cause their respective insurers to waive subrogation rights against the Charterers' Group or the Owners' Group, as the case may be. Co-insurance and/or waivers of subrogation shall be given only insofar as these relate to liabilities which are properly the responsibility of the other Party under the terms of this Charter Party.
- (c) The Parties shall upon request furnish the other party with copies of certificates of insurance which provide sufficient information to verify that the respective insurance requirements of this Charter Party have been

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complied with.

20. Saving of Life and Salvage

- (a) The Vessel shall be permitted to deviate for the purpose of saving life at sea without prior approval of or notice to the Charterers and without loss of hire provided however that notice of such deviation is given as soon as possible.
- (b) Subject to the Charterers' consent, which shall not be unreasonably withheld, the Vessel shall be at liberty to undertake attempts at salvage, it being understood that the Vessel shall be off-hire from the time it leaves port or commences to deviate and it shall remain off-hire until it is again in every way ready to resume the Charterers' service at a position which is not less favourable to the Charterers than the position at the time of leaving port or deviating for the salvage services. All salvage monies earned by the Vessel shall be divided equally between the Parties, after deducting the Crew's share, legal expenses, value of fuel consumed, hire of the Vessel lost by the Owners during the salvage, repairs to damage sustained, if any, and any other extraordinary loss or expense sustained as a result of the salvage. The Charterers shall be bound by all measures taken by the Owners in order to secure payment of salvage and to fix its amount.
- (c) The Owners shall waive their right to claim any award for salvage performed on property owned by or contracted to the Charterers' Group, always provided such property was the object of the operation the Vessel was chartered for, and the Vessel shall remain on hire when rendering salvage services to such property. This waiver is without prejudice to any right the Crew may have under any title. If the Owners render assistance to such property in distress on the basis of "no claim for salvage", then, notwithstanding any other provisions contained in this Charter Party and even in the event of neglect or default of the Owners or Crew:
- (i) The Charterers shall be responsible for and shall indemnify the Owners against payments made, under any legal rights, to the Crew in relation to such assistance.
- (ii) The Charterers shall be responsible for and shall reimburse the Owners for any loss or damage sustained by the Vessel or her equipment by reason of giving such assistance and shall also pay the Owners' additional expenses thereby incurred.
- (iii) The Charterers shall be responsible for any actual or potential spill, seepage and/or emission of any pollutant howsoever caused occurring within the offshore site and any pollution resulting therefrom wheresoever it may occur and including but not limited to the cost of such measures as are reasonably necessary to prevent or mitigate pollution damage, and the Charterers shall indemnify the Owners against any liability, cost or expense arising by reason of such actual or potential spill, seepage and/or emission.
- (iv) The Vessel shall not be off-hire as a consequence of giving such assistance, or effecting repairs under subclause 20(c)(ii), and time taken for such repairs shall not count against time granted under subclause 15(d) (Off-hire – Maintenance and Drydocking).
- (v) The Charterers shall indemnify the Owners against any liability, cost and/or expense whatsoever in respect of any loss of life, injury, damage or other loss to person or property howsoever arising from such assistance.

21. Lien

The Owners shall have a lien upon all cargoes, fuel and equipment owned by the Charterers for all claims against the Charterers under this Charter Party and the Charterers shall have a lien on the Vessel for all monies paid in advance and not earned. The Charterers will not suffer, nor permit to be continued, any lien or encumbrance incurred by them or their agents, which might have priority over the title and interest of the Owners in the Vessel.

Should the Vessel be arrested by reason of claims or liens arising out of its operation hereunder, unless brought about by the act or neglect of the Owners, the Charterers shall at their own expense take all reasonable steps to secure that within a reasonable time the Vessel is released and at their own expense put up security to release

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the Vessel. Except as provided in Clause 16 (Liabilities and Indemnities) and unless brought about by the act or neglect of the Owners, the Charterers shall indemnify and hold the Owners harmless against any lien of whatsoever nature arising upon the Vessel during the Charter Period while it is under the control of the Charterers, and against any claims against the Owners arising out of the operation of the Vessel by the Charterers or out of any neglect of the Charterers in relation to the Vessel or the operation thereof.

22. Sublet and Assignment

- (a) Charterers – The Charterers shall have the option of subletting, assigning or loaning the Vessel to any person or company not competing with the Owners, subject to the Owners’ prior approval which shall not be unreasonably withheld or delayed, upon giving notice in writing to the Owners, but the original Charterers shall always remain responsible to the Owners for due performance of the Charter Party. The person or company taking such subletting, assigning or loan and their contractors and sub-contractors shall be deemed included in the Charterers’ Group for all the purposes of this Charter Party. The Owners make it a condition of such consent that additional hire shall be paid as agreed between the Charterers and the Owners in Box 39, having regard to the nature and period of any intended service of the Vessel.
- (b) Owners – The Owners may not assign or transfer any part of this Charter Party without the written approval of the Charterers, which approval shall not be unreasonably withheld or delayed. Approval by the Charterers of such transfer or assignment shall not relieve the Owners of their responsibility for due performance of the part of the services which is transferred or assigned.

23. Substitute Vessel

The Owners shall be entitled at any time, whether before delivery or at any other time during the Charter Period, to provide a substitute vessel of at least equivalent capability, subject to the Charterers’ prior approval which shall not be unreasonably withheld or delayed.

24. War Risks

- (a) For the purpose of this Clause, the words:
- (i) “Owners” shall include the shipowners, bareboat charterers, disponent owners, managers or other operators who are charged with the management of the Vessel, and the Master; and
- (ii) “War Risks” shall include any actual, threatened or reported:
- war, act of war, civil war or hostilities; revolution; rebellion; civil commotion; warlike operations; laying of mines; acts of piracy and/or violent robbery and/or capture/seizure (hereinafter “Piracy”); acts of terrorists; acts of hostility or malicious damage; blockades (whether imposed against all vessels or imposed selectively against vessels of certain flags or ownership, or against certain cargoes or crews or otherwise howsoever), by any person, body, terrorist or political group, or the government of any state or territory whether recognised or not, which, in the reasonable judgement of the Master and/or the Owners, may be dangerous or may become dangerous to the Vessel, cargo, Crew, Charterers’ Personnel or other persons on board the Vessel.
- (b) The Vessel shall not be obliged or required to remain in, proceed to or continue to or through, any port, place, area or zone, or any waterway or canal (hereinafter “Area”), where it appears that the Vessel, cargo, Crew, Charterers’ Personnel or other persons on board the Vessel, in the reasonable judgement of the Master and/or the Owners, may be exposed to War Risks whether such risk existed at the time of entering into this Charter Party or occurred thereafter. Should the Vessel be within any such place as aforesaid, which only becomes dangerous, or may become dangerous, after entry into it, the Vessel shall be at liberty to leave it.
- (c) The Vessel shall not be required to load contraband cargo, or to pass through any blockade as set out in subclause 24(a), or to remain in or proceed to an Area where it may be subject to search and/or confiscation by a belligerent.

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- (d) If the Vessel remains in, proceeds to or through an Area exposed to War Risks, the Charterers shall reimburse to the Owners any additional premiums required by the Owners' insurers and the costs of any additional insurances that the Owners reasonably require in connection with War Risks.
- (e) All payments arising under subclause 24(d) shall be settled within fifteen (15) days of receipt of Owners' supported invoices or on redelivery, whichever occurs first.
- (f) If the Owners become liable under the terms of employment to pay to the Crew any bonus or additional wages in respect of remaining in or sailing into an Area which is dangerous in the manner defined by the said terms, then the actual bonus or additional wages paid shall be reimbursed to the Owners by the Charterers at the same time as the next payment of hire is due, or upon redelivery, whichever occurs first.
- (g) The Vessel shall have liberty:
- (i) to comply with all orders, directions, recommendations or advice as to departure, arrival, routes, sailing in convoy, ports of call, stoppages, destinations, discharge of cargo, change or disembarkation of Charterers' Personnel, delivery, or in any other way whatsoever, which are given by the government of the nation under whose flag the Vessel sails, or other government to whose laws the Owners are subject, or any other government of any state or territory whether recognised or not, body or group whatsoever acting with the power to compel compliance with their orders or directions;
 - (ii) to comply with the requirements of the Owners' insurers under the terms of the Vessel's insurance(s);
 - (iii) to comply with the terms of any resolution of the Security Council of the United Nations, the effective orders of any other Supranational body which has the right to issue and give the same, and with national laws aimed at enforcing the same to which the Owners are subject, and to obey the orders and directions of those who are charged with their enforcement;
 - (iv) to discharge at any alternative port any cargo or part thereof which may expose the Vessel to being held liable as a contraband carrier;
 - (v) to call at any alternative port to change or disembark all or any of the Crew, Charterers' Personnel or other persons on board the Vessel when there is reason to believe that they may be subject to internment, imprisonment, detention or similar measures.
- (h) If in accordance with their rights under the foregoing provisions of this Clause, the Owners shall call any port to change or disembark any Charterers' Personnel, they shall immediately inform the Charterers. No Charterers' Personnel shall be disembarked at any port without first giving the Charterers notice of the Owners' intention to do so and requesting them to nominate a safe port for such disembarkation. Failing such nomination by the Charterers within 48 hours of the receipt of such notice and request, the Owners may disembark the Charterers' Personnel at such safe port or place where the Charterers' Personnel can be safely repatriated by the Charterers. All costs, risk and expenses for the alternative disembarkation of Charterers' Personnel shall be for the Charterers' account.
- (i) If in accordance with their rights under the foregoing provisions of this Clause, the Owners shall refuse to proceed to the loading or discharging ports, or any one or more of them, they shall immediately inform the Charterers. No cargo shall be discharged at any alternative port without first giving the Charterers notice of the Owners' intention to do so and requesting them to nominate a safe port for such discharge. Failing such nomination by the Charterers within 48 hours of the receipt of such notice and request, the Owners may discharge the cargo at any safe port of their own choice. All costs, risk and expenses for the alternative discharge shall be for the Charterers' account.
- (j) The Charterers shall indemnify the Owners for claims arising out of the Vessel proceeding in accordance with any of the provisions of subclauses 24(b) to (i) which are made by any Charterers' Personnel and/or the owners of cargo.

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- (k) When acting in accordance with any of the provisions of subclauses 24(b) to (h) of this Clause anything is done or not done, such shall not be deemed a deviation, but shall be considered as due fulfilment of this Charter Party.

25. War Cancellation Clause

Either party may cancel this Charter Party on the outbreak of war (whether there be a declaration of war or not) between any two or more of the countries stated in Box 40.

26. Ice

- (a) The Vessel shall not be obliged to force ice but, subject to the Owners' prior approval having due regard to its size, construction and class, may follow ice-breakers.
- (b) The Vessel shall not be required to enter or remain in any icebound port or area, nor any port or area where lights, lightships, markers or buoys have been or are about to be withdrawn by reason of ice, nor where on account of ice there is, in the Master's sole discretion, a risk that, in the ordinary course of events, the Vessel will not be able safely to enter, remain or leave the port or area. If, on account of ice, the Master in the Master's sole discretion considers it unsafe to proceed to, enter or remain at the port or area for fear of the Vessel being frozen in and/or damaged, and provided that the Master or Owners immediately notify the Charterers thereof, the Master shall be at liberty to sail with or without cargo (if any) and with or without the Charterers' Personnel on board to the nearest ice-free and safe place and there await the Charterers' instructions.
- (c) The Charterers shall be responsible for all additional costs, expenses and liabilities incurred in connection with a deviation caused by or resulting from ice and the Vessel shall remain on-hire throughout any period of such deviation.
- (d) Any additional premiums and/or calls required by the Vessel's underwriters due to the Vessel entering or remaining in any icebound port or area, shall be for the Charterers' account.

27. Infectious or Contagious Diseases

- (a) For the purposes of this Clause, the words:

"Disease" means a highly infectious or contagious disease that is seriously harmful to humans.

"Affected Area" means any port or place where there is a risk of exposure to the Vessel, Crew, Charterers' Personnel or other persons on board to the Disease and/or to a risk of Quarantine or other restrictions being imposed in connection with the Disease.

"Quarantine" means any order of quarantine being issued by government authorities due to a breakout of a Disease, or on the basis of a suspicion of a breakout of a Disease, amongst the Crew, Charterers' Personnel or other persons on board the Vessel.

- (b) The Vessel shall not be obliged to proceed to or continue to or remain at any place which, in the reasonable judgement of the Master/Owners, is an Affected Area.
- (c) If the Owners decide in accordance with subclause 27(b) that the Vessel shall not proceed or continue to an Affected Area they shall immediately notify the Charterers.
- (d) If the Vessel is at any port or place which the Master in the Master's reasonable judgement considers to have become an Affected Area, the Vessel may leave immediately, with or without cargo on board and with or without the Charterers' Personnel on board, after notifying the Charterers.
- (e) In the event of subclause 27(c) or 27(d) the Charterers shall be obliged, notwithstanding any other terms of this Charter Party, to issue alternative voyage orders. If the Charterers do not issue such alternative voyage orders

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within forty-eight (48) hours of receipt of the Owners' notification, the Owners may proceed to any port or place which is not an Affected Area and await the Charterers' orders. The Vessel shall remain on hire throughout and the Charterers shall be responsible for all additional costs, expenses and liabilities incurred in connection with such orders.

- (f) In any event, the Owners shall not be obliged to load or discharge cargo and/or embark or disembark Charterers' Personnel in an Affected Area.
- (g) The Charterers shall indemnify the Owners for claims arising out of the Vessel proceeding in accordance with any of the provisions of subclauses 27(b) to (f) which are made by any Charterers' Personnel and/or the owners of the cargo.
- (h) If, notwithstanding subclauses 27(b) to (f), the Vessel does proceed to or continue to or remain at an Affected Area:
 - (i) The Owners shall notify the Charterers of their decision but the Owners shall not be deemed to have waived any of their rights under this Charter Party.
 - (ii) The Owners shall endeavour to take such reasonable measures in relation to the Disease as may from time to time be recommended by the World Health Organisation.
 - (iii) Any additional costs, expenses or liabilities whatsoever arising out of the Vessel visiting or having visited an Affected Area, including but not limited to screening, cleaning, fumigating and/or quarantining the Vessel and its Crew, Charterers' Personnel and other persons on board the Vessel, shall be for the Charterers' account and the Vessel shall remain on hire throughout.
- (i) The Vessel shall have liberty to comply with all orders, directions, recommendations or advice of competent authorities and/or the Flag State of the Vessel in respect of arrival, routes, ports of call, destinations, discharge of cargo, disembarkation of Crew, Charterers' Personnel or other persons on board the Vessel, or in any other respect whatsoever relating to issues arising as a result of the Vessel being or having been ordered to an Affected Area.
- (j) If in compliance with this Clause anything is done or not done, such shall not be deemed a deviation, nor shall it be or give rise to an off-hire event, unless caused by the Crew having communication with the shore or other vessel at any Affected Area not in connection with the employment of the Vessel, without the consent or instructions of the Charterers, but shall be considered as due fulfilment of this Charter Party. In the event of a conflict between the provisions of this Clause and any implied or express provision of this Charter Party, this Clause shall prevail to the extent of such conflict, but no further.
- (k) The Charterers shall indemnify the Owners if after the expiry or early termination of this Charter Party any delays, costs, expenses or liabilities whatsoever are incurred as a result of the Vessel having visited an Affected Area during the currency of this Charter Party.
- (l) If the Vessel is under Quarantine, the Master/Owners shall notify the Charterers thereof and keep the Charterers informed of the status of the Vessel under Quarantine. When the Owners notify the Charterers that the Vessel is no longer under Quarantine, the Vessel shall resume operations in accordance with the Charter Party. The Vessel shall remain on hire during the period of the Quarantine and the Charterers shall be responsible for all additional costs, expenses and liabilities incurred in connection with such Quarantine, unless caused by the Crew having communication with the shore or other vessel at any Affected Area not in connection with the employment of the Vessel, without the consent or instructions of the Charterers.

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28. Health, Safety and Environment

The Owners shall comply with and adhere to all applicable international, national and local regulations pertaining to health, safety and the environment, and such Charterers' instructions as appended hereto, provided such instructions do not conflict with the Vessel's flag state obligations.

29. Compliance with Laws and Regulations

The Parties will not do or permit to be done anything which might cause any breach or infringement of the laws and regulations of the Flag State, or of the places where the Vessel trades.

30. Drugs and Alcohol Policy

The Owners undertake that they have, and shall maintain for the duration of this Charter Party, a policy on Drugs and Alcohol Abuse applicable to the Vessel (the "D & A Policy") that meets or exceeds the standards in the OCIMF Guidelines for the Control of Drugs and Alcohol Onboard Ship 1995 (or any subsequent amendments). The Owners shall exercise due diligence to ensure that the D & A Policy is understood and complied with on and about the Vessel. An actual impairment, shall not in and of itself mean that the Owners have failed to exercise due diligence.

31. BIMCO Anti-Corruption Clause for Charter Parties

- (a) The Parties agree that in connection with the performance of this Charter Party they shall each:
- (i) comply at all times with all applicable anti-corruption legislation and have procedures in place that are, to the best of its knowledge and belief, designed to prevent the commission of any offence under such legislation by any member of its organisation or by any person providing services for it or on its behalf; and
 - (ii) make and keep books, records, and accounts which in reasonable detail accurately and fairly reflect the transactions in connection with this Charter Party.
- (b) If a demand for payment, goods or any other thing of value ("Demand") is made to the Master or the Owners by any official, any contractor or sub-contractor engaged by or acting on behalf of Owners or Charterers or any other person not employed by Owners or Charterers and it appears that meeting such Demand would breach any applicable anti-corruption legislation, then the Master or the Owners shall notify the Charterers as soon as practicable and the Parties shall cooperate in taking reasonable steps to resist the Demand.
- (c) If, despite taking reasonable steps, the Demand is not withdrawn, the Master or the Owners may issue a letter of protest, addressed or copied to the Charterers. If the Master or the Owners issue such a letter, then, in the absence of clear evidence to the contrary, it shall be deemed that any delay to the Vessel is the result of resisting the Demand and (as applicable):
- (i) the Vessel shall remain on hire; or
 - (ii) any time lost as a result thereof shall count as laytime or (if the Vessel is already on demurrage) as time on demurrage.
- (d) If either party fails to comply with any applicable anti-corruption legislation it shall defend and indemnify the other party against any fine, penalty, liability, loss or damage and for any related costs (including, without limitation, court costs and legal fees) arising from such breach.
- (e) Without prejudice to any of its other rights under this Charter Party, either party may terminate this Charter Party without incurring any liability to the other party if:

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- (i) at any time the other party or any member of its organisation has committed a breach of any applicable anti-corruption legislation in connection with this Charter Party; and
- (ii) such breach causes the non-breaching party to be in breach of any applicable anti-corruption legislation.

Any such right to terminate must be exercised without undue delay.

- (f) Each party represents and warrants that in connection with the negotiation of this Charter Party neither it nor any member of its organisation has committed any breach of applicable anti-corruption legislation. Breach of this subclause 31(f) shall entitle the other party to terminate the Charter Party without incurring any liability to the other.

32. MLC 2006

For the purposes of this Clause:

“MLC” means the International Labour Organization (ILO) Maritime Labour Convention (MLC 2006) and any amendment thereto or substitution thereof.

- (a) The Owners shall provide the Charterers with a copy of Part I of the Declaration of Maritime Labour Compliance for the Vessel and the Charterers shall be responsible for ensuring compliance with the following requirements of MLC as applicable to the Vessel and as they may apply to the Charterers’ Personnel:
 - (i) Minimum age;
 - (ii) Medical certificate;
 - (iii) Training and qualifications;
 - (iv) Recruitment and placement;
 - (v) Employment agreements;
 - (vi) Wages;
 - (vii) Hours of work and rest;
 - (viii) Entitlement to leave;
 - (ix) Repatriation;
 - (x) Compensation for the Vessel’s loss or foundering;
 - (xi) Liability for sickness, injury and death; and
 - (xii) Health and safety protection and accident prevention, to the extent that these are under the Charterers’ control.
- (b) Prior to any Charterers' Personnel boarding the Vessel and upon Owners’ request at any time thereafter, the Charterers shall provide written evidence, to the reasonable satisfaction of the Owners, of the Charterers’ compliance with their obligations under this Clause.
- (c) Without prejudice to subclause 16(b) (Liabilities and Indemnities – Excluded losses), the Charterers shall indemnify, protect, defend and hold harmless the Owners from any and all claims, costs, expenses, actions, proceedings, suits, demands, and liabilities whatsoever arising out of or in connection with the Charterers’ failure

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to meet any of their obligations under this Clause, and the Vessel shall remain on hire in respect of any time lost as a result thereof.

33. Personal Data Protection

For the purposes of this Clause:

“Data Subject” means any identified or identifiable natural person, including Crew and Employees.

“Personal Data” means any information relating to any Data Subject connected with the performance of this Charter Party.

“DPR” means any data protection regulations applicable to the Parties in relation to the performance of this Charter Party, including the European Union General Data Protection Regulation (GDPR).

- (a) The Parties shall each ensure compliance with the DPR in respect of Personal Data, with particular regard to:
- (i) its collection and use;
 - (ii) its safeguarding;
 - (iii) any transfer to third parties;
 - (iv) its retention; and
 - (v) the protection of Data Subjects’ rights.
- (b) The Parties shall have proper notification and response procedures for any Personal Data breach.
- (c) The Parties agree to conduct or submit to audits or inspections in accordance with the DPR.

34. Sanctions

- (a) For the purposes of this Clause:

“Sanctioned Activity” means any activity, service, carriage, trade or voyage subject to sanctions imposed by a Sanctioning Authority.

“Sanctioning Authority” means the United Nations, European Union, United Kingdom, United States of America or any other applicable competent authority or government.

“Sanctioned Party” means any persons, entities, bodies, or vessels designated by a Sanctioning Authority.

- (b) Owners warrant that at the date of this Charter Party and throughout its duration they and any member of Owners’ Group, the registered owners, bareboat charterers, intermediate disponent owners, managers, the Vessel and any substitute are not a Sanctioned Party.
- (c) Charterers warrant that at the date of this Charter Party and throughout its duration they and any, member of Charterers’ Group or Charterers’ Personnel are not a Sanctioned Party.
- (d) If at any time either party is in breach of subclause (b) or (c) above, then the party not in breach may terminate this Charter Party and/or claim damages resulting from the breach.
- (e) Charterers shall not give any orders for the employment of the Vessel which involves a Sanctioned Party or a Sanctioned Activity.

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- (f) Charterers agree to indemnify and hold owners harmless in respect of any liability or fine or penalty arising out of or in connection with them giving orders for the employment of the Vessel which involves a Sanctioned Party or a Sanctioned Activity.

35. Taxes

The Owners shall be responsible for the taxes stated in Box 41 and the Charterers shall be responsible for all other taxes. In the event of a 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.

36. Lay-up

The Charterers shall at any time during the Charter Period have the option to require the Owners to place the Vessel in lay-up in accordance with the following process:

- (a) The Charterers shall notify the Owners in writing of their intention to lay-up the Vessel including a date for the commencement of the lay-up and its estimated duration. The Charterers shall nominate a safe port or place where the Vessel shall be laid up.
- (b) The Owners shall within seven days, provide the following responses in writing to the Charterers:
- (i) the Owners' approval, which shall not be unreasonably withheld or delayed, of the nominated port or place of lay-up, or, if not approved, provide an alternative port or place;
 - (ii) the Owners' description and justification of the nature and extent of the lay-up;
 - (iii) the Owners' reasonable estimate of costs to place the Vessel in lay-up and the time required;
 - (iv) the Owners' reasonable daily savings during the period the Vessel is in lay-up and the amount of reduced hire during the period of lay-up; and
 - (v) the Owners' reasonable estimate of costs to reactivate the Vessel at the end of the period in lay-up and the time required.
- (c) Upon receipt of the information in subclause 36(b) above, the Charterers shall, within seven (7) days, confirm to the Owners if they require the Vessel to be laid-up. The Owners shall, upon receipt of the confirmation by and orders from the Charterers to lay-up the Vessel, take all actions necessary to effect the laying-up of the Vessel.
- (d) The Vessel's hire rate shall be reduced to the amount specified by the Owners in subclause 36(b)(iv), from the date the Vessel is in the port or place agreed and commences to effect lay-up. The Charterers shall pay the reasonably incurred costs of laying-up and of reactivating the Vessel.
- (e) The Charterers shall give the Owners no less than thirty (30) days prior written notice when they require the Vessel to be reactivated and ready in all respects to accept the Charterers' voyage instructions. The Vessel's hire rate shall revert to the Hire specified in Box 26(i) thirty (30) days following receipt by the Owners of the reactivation notice, or once the Vessel is again fully operational and able to comply with the Charterers' voyage instructions, whichever is the earlier.
- (f) Should the Vessel continue to be in lay-up on the date of expiry, or earlier termination of this Charter Party, the Charterers shall pay the Owners:
- (i) a lump sum equal to thirty (30) days Charter hire at the reduced charter rate;
 - (ii) the amount specified in subclause 36(b)(v);

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(iii) a demobilisation fee for the Vessel, equal to the time and costs necessary for the Vessel to transit from its port or place of lay-up to its port or place of redelivery under this Charter Party; and

(iv) any other amounts due to the Owners under this Charter Party.

- (g) Any of the Owners' obligations under this Charter Party that cannot be complied with as a direct result of the Vessel being laid-up shall be suspended, but only for the duration of the period that the Vessel is in lay-up.
- (h) During any period the Vessel is in lay-up, the right to earn Maintenance Allowance under subclause 15(d) shall be suspended but without effect to any such Maintenance Allowance already accumulated.

37. Early Termination

- (a) At Charterers' convenience

The Charterers may terminate this Charter Party at any time by giving the Owners written notice of termination as stated in Box 14, upon expiry of which, this Charter Party will terminate. Upon such termination, Charterers shall pay the compensation for early termination stated in Box 13(ii) and the demobilisation fee stated in Box 15, as well as hire or other payments due under the Charter Party up to the time of termination. If Box 13(i) is left blank, this Clause 37(a) shall not apply.

- (b) For cause

If any of the events listed in subclauses (i)-(vi) ("Termination Event") occur, either party in respect of the events listed in subclauses (i), (ii), (iv) and (v), and the non-defaulting party in respect of the events listed in subclauses (iii) and (vi), may give written notice of its intention to terminate this Charter Party unless the Termination Event is remedied within fourteen (14) days of receipt of the notice by the other party. If the Termination Event has not been so remedied then the notifying party may terminate this Charter Party with immediate effect upon giving written notice of termination latest within three (3) days of expiry of the 14 days' notice.

(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, confiscates, requisitions, expropriates, seizes or otherwise takes possession of the Vessel during the Charter Period (other than by way of arrest for the purpose of obtaining security).

(iii) Bankruptcy – If either party has a petition presented for its winding up or administration or any other action is taken with a view to its winding up (otherwise than for the purpose of solvent reconstruction or amalgamation), or becomes bankrupt or commits an act of bankruptcy, or makes any arrangement or composition for the benefit of creditors, or has a receiver or manager or administrative receiver or administrator or liquidator appointed in respect of any of its assets, or suspends payments, or anything analogous to any of the foregoing under the law of any jurisdiction happens to it, or ceases or threatens to cease to carry on business, without prejudice to the accrued rights of that party.

(iv) Loss of Vessel – If the Vessel is lost or becomes a constructive total loss, or is missing. In the case of termination, Hire shall cease from the date the Vessel was lost or, in the event of a constructive total loss, from the date of the event giving rise to such loss. If the date of loss cannot be ascertained or the Vessel is missing, payment of Hire shall cease from the date the Vessel was last reported.

(v) Force Majeure – If a force majeure condition as defined in Clause 38 (Force Majeure) prevents or hinders the performance of the Charter.

(vi) Insurance – If either of the parties have not procured the insurance policies in accordance with Clause 19 (Insurance) on delivery or any such insurance policies lapse during the Charter Period.

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Termination as a result of any of the above mentioned causes shall not relieve the Charterers of any obligation for Hire and any other payments due up to the date of termination.

(c) Repudiatory Breach

If either party is in repudiatory breach of its obligations under this Charter party, the other party shall have the right to terminate this Charter Party with immediate effect by giving notice in accordance with Clause 42 (Notices) without prejudice to any other rights which the terminating party may have under this Charter Party.

(d) Off-hire

In the event the Vessel is off-hire under this Charter Party due to events stated in subclause 15(a) (Off-hire – Off-hire and exceptions) for:

(i) a single consecutive period which exceeds that stated in Box 42(i) including any extensions which have been declared; or

(ii) combined periods which exceed that stated in Box 42(ii) in aggregate including any extensions which have been declared,

and the Owners have not provided a substitute vessel pursuant to Clause 23 (Substitute Vessel), this Charter Party may be terminated by the Charterers by giving notice in accordance with Clause 41 (Notices) without prejudice to any other rights which either party may have under this Charter Party.

38. Force Majeure

Neither party shall be liable for any loss, damage, liquidated damages or delay due to any of the following force majeure events and/or conditions to the extent the party invoking force majeure is prevented or hindered from performing any or all of their obligations under this Charter Party, provided they have made all reasonable efforts to avoid, minimize or prevent the effect of such events and/or conditions:

- (a) acts of God;
- (b) any government requisition, control, intervention, requirement or interference;
- (c) any circumstances arising out of war, threatened act of war or warlike operations, acts of terrorism, sabotage or piracy, or the consequences thereof;
- (d) riots, civil commotion, blockades or embargoes;
- (e) earthquakes, landslides, floods or other extraordinary weather conditions;
- (f) strikes, lockouts or other industrial action, unless limited to the Employees of the party seeking to invoke force majeure;
- (g) fire, accident, explosion except where caused by negligence of the party seeking to invoke force majeure;
- (h) any other similar cause beyond the reasonable control of either party.

The party seeking to invoke force majeure shall notify the other party in writing within five (5) days of the occurrence of any such event/condition.

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39. Confidentiality

All information or data provided or obtained in connection with the performance of this Charter Party is and shall remain confidential and not be disclosed without the prior written consent of the other party, provided however that each party may disclose confidential information to its Affiliates, subcontractors, and its/their respective auditors and Employees to the extent required for the performance of this Charter Party or for legal or compliance purposes. The Parties shall use their best efforts to ensure that such information shall not be disclosed to any third party by any of their Affiliates, sub-contractors, Employees and agents. This Clause shall not apply to any information or data that has already been published or is in the public domain. All information and data provided by a party is and shall remain the property of that party.

40. BIMCO Law and Arbitration Clause 2020

The Parties have been given a choice of law and arbitration alternatives in Box 43 and this is the clause that shall apply.

- (a) This contract shall be governed by and construed in accordance with English law and any dispute arising out of or in connection with this contract shall be referred exclusively to arbitration in London in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment thereof save to the extent necessary to give effect to the provisions of this clause. The seat of arbitration shall be London even where any hearing takes place in another jurisdiction.
- (b) The reference shall be to three (3) arbitrators unless the Parties agree otherwise.
- (c) The arbitration shall be conducted in accordance with the London Maritime Arbitrators Association (LMAA) Terms.
- (d) In cases where neither the claim nor any counterclaim exceeds the sum of USD 100,000 (or such other sum as the Parties may agree) the arbitration shall be conducted in accordance with the LMAA Small Claims Procedure.

In cases where the claim or any counterclaim exceeds the sum agreed for the LMAA Small Claims Procedure and neither the claim nor any counterclaim exceeds the sum of USD 400,000 (or such other sum as the Parties may agree) the Parties may agree that the arbitration shall be conducted in accordance with the LMAA Intermediate Claims Procedure.

- (e) The terms and procedures referred to in subclauses (c) and (d) above shall be those current at the time when the arbitration proceedings are commenced.
- (f) Any and all notices and communications in relation to any arbitration proceedings under this clause, including commencement notices and appointment of arbitrators, shall be treated as effectively served from the date and time the e-mail was sent if sent by e-mail to the e-mail addresses below:

Name of party to this contract:

E-mail address(es) for receipt of notices and communications on behalf of the above party:

Name of other party to this contract:

E-mail address(es) for receipt of notices and communications on behalf of the above party:

Either party shall be entitled to change and/or add to the e-mail addresses above by sending notice of change to the other party at the above address (or, if previously amended by notice, the relevant amended addresses).

Nothing in this clause shall prevent any notice and communication in relation to any arbitration proceedings in connection with this contract being served by other effective means.

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TIME CHARTER PARTY FOR ACCOMMODATION SUPPORT VESSELS

41. BIMCO Mediation Clause 2020

The Parties may agree at any time to refer to mediation any difference and/or dispute arising out of or in connection with this contract. In the case of any dispute under this contract in respect of which arbitration has been commenced, the following shall apply:

- (a) Either party may at any time and from time to time elect to refer the dispute or part of the dispute to mediation by service on the other party of a written notice (the "Mediation Notice") calling on the other party to agree to mediation.
- (b) The other party shall thereupon within fourteen (14) calendar days of receipt of the Mediation Notice confirm that they agree to mediation, in which case the Parties shall thereafter agree a mediator within a further fourteen (14) calendar days, failing which on the application of either party a mediator will be appointed promptly by the Arbitration Tribunal ("the Tribunal") or such person as the Tribunal may designate for that purpose. The mediation shall be conducted in such place and in accordance with such procedure and on such terms as the Parties may agree or, in the event of disagreement, as may be set by the mediator.
- (c) If the other party does not agree to mediate, that fact may be brought to the attention of the Tribunal and may be taken into account by the Tribunal when allocating the costs of the arbitration as between the Parties.
- (d) The mediation shall not affect the right of either party to seek such relief or take such steps as it considers necessary to protect its interest.
- (e) Either party may advise the Tribunal that they have agreed to mediation. The arbitration procedure shall continue during the conduct of the mediation but the Tribunal may take the mediation timetable into account when setting the timetable for steps in the arbitration.
- (f) Unless otherwise agreed or specified in the mediation terms, each party shall bear its own costs incurred in the mediation and the Parties shall share equally the mediator's costs and expenses.
- (g) The mediation process shall be without prejudice and confidential and no information or documents disclosed during it shall be revealed to the Tribunal except to the extent that they are disclosable under the law and procedure governing the arbitration.

42. Notices

Either party giving notice under this Charter Party shall ensure that it is effectively given and such notice shall be treated as received during the recipients' office hours. If such notice is sent outside the recipients' office hours it shall be treated as received during the recipients' next working day. For the purpose of giving notices the Owners' contact details are stated in Box 2 and the Charterers' contact details are stated in Box 3.

43. Headings

The headings of this Charter Party are for identification only and shall not be deemed to be part hereof or be taken into consideration in the interpretation or construction of this Charter Party.

44. Severance

If by reason of any enactment or judgment any provision of this Charter Party shall be deemed or held to be illegal, void or unenforceable in whole or in part, all other provisions of this Charter Party shall be unaffected thereby and shall remain in full force and effect.

PART II
TIME CHARTER PARTY FOR ACCOMMODATION SUPPORT VESSELS

45. Entire Agreement

This Charter Party, including all Annexes referenced herein and attached hereto, is the entire agreement of the Parties, which supersedes all previous written or oral understandings and which may not be modified except by a written amendment signed by both Parties.

46. Singular/Plural

The singular includes the plural and vice versa as the context admits or requires.

Sample copy

ANNEX A to Time Charter Party for Accommodation Support Vessels

Code name: ASVTIME

VESSEL SPECIFICATION

General

- | | | |
|---|---------|------|
| a) Company (as defined by the ISM Code) | Name | |
| | Address | |
| b) Vessel name | | |
| c) Built | Builder | Year |
| d) Type of vessel | | |
| e) Full class notation | | |
| f) Flag and Port of Registry | | |
| g) IMO No. | | |
| h) Maximum number of persons on board (POB) | | |

Dimensions

- a) L.O.A.
- b) Beam
- c) Depth
- d) Air draft
- e) Max draft
- f) Max deadweight
- g) GT/NT /
- h) Minimum required water depth for operating

Accommodation

- a) Standard and class
- b) Special Purpose Ship certificate
- c) Total cabins **Type here**

Other facilities available for Charterers

- a) Hospital
- b) Recreational facilities
- c) Fitness facilities
- d) Office spaces
- e) Conference rooms
- f) Messroom capacity
- g) Workshops
- h) Warehouses
- i) Warehouses for dangerous goods
- j) Other facilities

Tanks Capacities

Pumps and discharge rates:

- | | |
|-------------------------|-----------------|
| a) Potable water | |
| b) Drill water | |
| c) Fuel | Number of tanks |
| d) Oil Based mud and SG | |

- e) Brine and SG
- f) Base Oil
- g) Methanol
- h) Special products
- i) Dry bulk
- j) Other tanks

Number of tanks and compressors

Main Cargo Deck

- a) Clear deck area (L x B)
- b) Deck area less safety zones (M2)
- c) Deck load at 1.0m CoG
- d) Min point loading (T/M2)
- e) Reefer points
- f) Safe havens Y/N (description)
- g) Tugger winches
- h) Capstans
- i) Containers
- j) IMDG certified area
- k) Electrical deck layout

Catering

- a) Provisions and requisites
- b) Meals
- c) Catering staff

Gangway

- a) General description
- b) Capacity **Type here**
 - i) Landing height and maximum vertical load
 - ii) Angle (maximum and minimum)
 - iii) Length
 - iv) Stroke
 - v) Utilities
 - vi) Crane capacity
 - vii) Trolley system and load
- c) Environmental Limits
 - i) Significant wave height
 - ii) Current
 - iii) Wind speed

Propulsion

- | | |
|----------------------------|---|
| a) Type | Conventional/diesel-electric/hybrid/other |
| b) Main engines/generators | Make, model, number and power |
| c) Auxiliary generators | Make, model, number and power |
| d) Shaft alternators | Number and power |
| e) Emergency generator | Make, model and power |
| f) Bow thrusters | Number, type and power |
| g) Stern thrusters | Number, type and power |

h) Propellers and rudders

Number and type

Dynamic Positioning

- a) IMO class (1, 2 or 3)
- b) Class society DP notation
- c) Make and model of DP computers
- d) Reference systems
 - i)
 - ii)
 - iii)
 - iv)
 - v)
 - vi)
- e) Date of last FMEA trial
- f) Engines (numbers and capacity)
- g) Thrusters (numbers and capacity)

Cranes

Crane No. 1

- a) Environmental Limits
 - i) Significant wave height
 - ii) Current
 - iii) Wind speed

Crane No. 2

- b) Environmental Limits
 - i) Significant wave height
 - ii) Current
 - iii) Wind speed

Crane No. 3

- c) Environmental Limits
 - i) Significant wave height
 - ii) Current
 - iii) Wind speed

Crane No. 4

- d) Environmental Limits
 - i) Significant wave height
 - ii) Current
 - iii) Wind speed

Offshore bunkering system

- a) Pumps
 - i) Number
 - ii) Type
- b) Transfer
- c) Tank capacity
- d) Environmental Limits
 - i) significant wave height

Daughter craft

- a) Type:
- b) Builder:
- c) Year built:
- d) Performance
 - i) Calculated Bollard Push (kN)
 - ii) Speed / Consumption
 - iii) Type and rate of fuel used:
- e) Dimensions and Capabilities:
- f) Machinery:
- g) Additional Equipment:
- h) Environmental Limits
- i) Significant wave height

Environmental measurement

- a) Vessel motion monitoring system **Type here**
- b) Wave radar **Type here**
- c) Weather monitoring station
- d) Other measurement device

Towing and Anchor Handling

- a) Max bollard pull and Effective bollard pull (date and result)
- b) Make and type of winch
- c) Tow drum (max pull/brake/wire capacity)
- d) Spare tow wire (length)
- e) Work drum(s) (max pull/brake/wire capacity)
- f) Storage drums (capacity/powering)
- g) Chain lockers (M3)
- h) Chain/wire stoppers (type/SWL)
- i) Stern roller (dimensions/SWL)

Communications

- a) MMSI No.
- b) GMDSS areas
- c) Fixed VHF
- d) Fixed UHF
- e) VSAT facilities
- f) IT and communication available for Charterers

Standby and Firefighting

- a) Standby/rescue certificate Issued by Survivor No.
- b) Firefighting class (I, II or III)
- c) No. of pumps and monitors

Additional

- a) Safe manning certificate
- b) Owners manning level
- c) Date of last CMID/OVID

- d) FRC/MOB boat (No., type and capacity)
- e) [Helideck] CAA Cert, D-rating and max loading
- f) Boat landing specifications
- g) Mooring system

Sample copy

ANNEX B to Time Charter Party for Accommodation Support Vessels

Code name: ASVTIME

INSURANCE

Insurance policies to be obtained and maintained by the Owners for the duration of the Charter Party under Clause 19 (Insurance):

	Owners' Insurance policies	Co-insurance	Additional terms and conditions
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 (P&I) or Marine Liability Insurance with coverage equivalent to the cover provided by members of the International Group Protection and Indemnity Associations with a limit of cover no less than USD for any one event. The cover shall include liability for pollution, collision and damage to fixed and floating objects and war risk insurance to the extent not covered by the insurance in (1) above.		
	To the extent agreed or necessary pursuant to the terms and conditions of the Charter Party and subject to the inclusion of a limit of cover:		
	a. Specialist Operations cover with a limit of no less than USD for any one event.		
	b. Contractual Liabilities cover with a limit of no less than USD for any one event.		
3.	General Third Party Liability Insurance – To the extent not covered by the insurance in (2) above, coverage shall be for: Bodily Injury per person Property Damage per occurrence		
4.	Workmen's Compensation and Employer's Liability Insurance for Employees – To the extent not covered in the insurance in (2) above, covering Owners' employees and other persons for whom Owners are liable as employer pursuant to applicable law 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.	Such other insurances as may be agreed.		

Insurance policies to be obtained and maintained by the Charterers for the duration of the Charter Party under Clause 19 (Insurance):

	Charterers' Insurance policies	Co-insurance	Additional terms and conditions
1.	Charterers Liability Insurance with a limit of no less than USD for any one event.		
2.	Construction all risk and/or operating all risk insurance, as applicable, with a limit of no less than USD for any one event.		
3.	Employers' liability insurance, including medical and personal injury insurance for Charterers Personnel with a limit of no less than USD for any one event.		
4.	Such other insurances as may be agreed.		