

BIMCHEMTIME 2005

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Appendix B - Technical Form

Copy

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Sample

**BIMCHEMTIME 2005 Time Charter Party
For Vessels Carrying Chemicals in Bulk**

Date and Places _____ 1
It is this day mutually agreed between _____ of _____ 2
as Owners*/Disponent Owners* (hereinafter "the Owners") of the m.t. _____ 3
(hereinafter "the Vessel"), flag _____ class _____, built _____ 4
and _____ of _____ as Charterers (hereinafter "the Charterers"). 5
* Delete as appropriate 6

COMMERCIAL PROVISIONS 7

1. Charter Period 8

The Owners let and the Charterers hire the Vessel for the period of _____ from the time the Vessel is delivered. 9

2. Port or Place and Date of Delivery 10

The Vessel shall be delivered at _____ 11

The earliest date of delivery shall be **Click here to enter text.** 12

If a range of ports is agreed, the port of delivery shall be in the Owners' option and shall be declared latest _____ 13
days prior the earliest date of delivery. 14

The Owners shall give _____ days notice of estimated delivery date and _____ days notice of definite delivery 15
date. 16

3. Cancelling 17

(a) If the Vessel is not ready for delivery as per [Clause 13](#) (Performance of the Vessel) of this Charter Party and at the 18
Charterers' disposal by midnight local time on _____ being the cancelling date, the Charterers shall be 19
entitled to cancel this Charter Party within 24 hours of expiry of the cancelling date or any new cancelling date as per 20
[sub-clause \(b\)](#) of this Clause. 21

(b) Should the Owners anticipate that, despite the exercise of due diligence, the Vessel will not be ready for delivery 22
by the cancelling date, they shall notify the Charterers thereof without delay stating the expected date when the Vessel 23
will be ready for delivery and asking whether the Charterers will exercise their option of cancelling the Charter Party, 24
or agree to a new cancelling date. 25

The Charterers shall declare such option within 2 working days after the receipt of the Owners' notice but in no event 26
later than 24 hours of expiry of the cancelling date as stated in [sub-clause \(a\)](#). If the Charterers do not exercise their 27
option of cancelling, then this Charter Party shall be deemed to be amended such that the 5th day after the new 28
readiness date stated in the Owners' notification to the Charterers shall be the new cancelling date. 29

The provisions of [sub-clause \(b\)](#) of this Clause shall operate only once, and in case of the Vessel's further delay, the 30
Charterers shall have the option of cancelling the Charter Party in accordance with [sub-clause \(a\)](#). 31

4. Port or Place of Redelivery 32

The Vessel, on the expiry of the Charter Party, shall be redelivered at _____ in the 33
Charterers' option and which shall be a safe and ice-free port or place, always provided the Vessel can freely and 34
safely depart therefrom. 35

The Charterers shall give _____ days notice of estimated redelivery date and place and _____ days notice of definite 36
redelivery date and place. 37

Should the Vessel be sent on a final voyage reasonably calculated to allow redelivery within the Charter Party period 38
at a port of redelivery as provided by this Charter Party, and the voyage is prolonged for reasons outside the Charterers' 39
control, and which they could not reasonably have foreseen or guarded against, the Charterers shall have the use of 40
the Vessel at the rate and on the conditions of this Charter Party for such extended time as may be required for 41
completion of said voyage and redelivery as aforesaid. 42

For the purpose of this Clause, "final voyage" shall be taken to include the ballast trip to the port or place of redelivery. 43

5. Bunkers on Delivery/Redelivery 44

The Charterers shall accept and pay for all bunkers on board at the time of delivery, and the Owners shall, on the expiry 45
of this Charter Party, pay for all bunkers remaining on board. The prices for the bunkers shall be those actually paid by 46
the Owners/Charterers by production of relevant invoices. Quantities of bunkers on board on delivery and redelivery 47
shall be sufficient to reach the nearest recognised bunkering port. 48

6. Trading Area 49

(a) The Charterers shall exercise due diligence to ensure that the Vessel shall be employed only for trading between 50
And at safe ports, places, berths, docks, anchorages and sub-marine pipe-lines or alongside lighters or other vessels, 51
always safely afloat, in such lawful trades as the Charterers or their Agents may direct, excluding trade to or from 52
countries subject to UN embargoes or to or from any of the following countries: 53

_____ 54

_____ 55

(b) The Charterers may only trade the Vessel outside International Navigating Limits with the Owners' prior consent, 56
not to be unreasonably withheld, and provided any additional insurance premium are paid by the Charterers. 57

(c) The Charterers shall not order the Vessel to undertake any voyage that would involve risk of seizure, capture or 58
penalty imposed by any Rulers or Governments. 59

(d) Notwithstanding anything contained in this or any other Clause in this Charter Party, the Charterers do not 60

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warrant the safety of any place to which they order the Vessel and shall be under no liability in respect thereof except for loss or damage caused by their failure to exercise due diligence. 61
62

7. Hire 63

- (a) The Charterers shall pay hire at the rate of _____ per day or pro rata for part of a day from the time the Vessel is delivered to the Charterers until her redelivery to the Owners. 64
65
- (b) Payment of hire shall be made in full, per calendar month in advance to the Owners' specified bank account, less any documented expenditure incurred on behalf of the Owners. If hire is not paid as aforesaid, the Charterers shall pay interest at the rate of 0.1 per cent. per day on the amount outstanding from the due date until the date of payment. 66
67
- (c) Where there is a failure to pay hire by the due date, the Owners shall notify the Charterers in writing of such failure. Within _____ banking days (as recognised at the place of payment) of receipt of such notification the Charterers shall pay the amount due, failing which the Owners shall have the right to suspend the performance of any or all of their obligations under this Charter Party and/or to withdraw the Vessel. If the Owners elect to suspend performance of the Charter Party in respect of a particular late payment, they may still, notwithstanding that suspension of performance, withdraw the Vessel from the Charter Party in respect of that late payment provided they give a further twenty-four (24) hours' notice in writing of their intention to withdraw. 68
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- Under no circumstances shall the act of suspending performance be construed as a waiver by the Owners of the right to withdraw in respect of the continuing failure to pay hire or any subsequent late payment of hire under this Charter Party. Throughout any period of suspended performance under this Clause, the Vessel is to be and shall remain on hire. The Charterers undertake to indemnify the Owners in respect of any liabilities incurred by the Owners under the bill of lading, waybill or any other contract of carriage as a consequence of the Owners' proper suspension of and/or withdrawal from any or all of their obligations under this Charter Party. 76
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- (d) The final payment of hire shall be made for such length of time as the Charterers may reasonably estimate to be necessary to complete the last voyage within the Charter Period, less disbursements arranged by the Charterers for the Owners' account and the value of bunkers estimated to be on board at the time of redelivery. When the Vessel is redelivered to the Owners any difference shall be refunded to or paid by the Charterers as the case may require, but not later than three months after the redelivery of the Vessel. 82
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OWNERS' RIGHTS AND OBLIGATIONS 87

8. Owners to Provide 88

The Owners shall provide a Tank Coating and/or Stainless Steel Resistance List which shall form part of this Charter Party specifying the products which are compatible with the coating and/or stainless steel. 89
90

The Owners shall provide and pay for all provisions, wages and all other expenses of the Master, Officers and Crew; also, except as otherwise provided in this Charter Party, for all insurance on the Vessel, for all deck, cabin and engine room stores, for all domestic water and for all fumigation expenses and de-ratisation exemption certificates. The Owners' obligations under this Clause extend to cover all liability for customs or import duties arising at any time during the performance of this Charter Party in relation to the personal effects of the Master, Officers and Crew, and in relation to the stores, provisions and other matters as aforesaid which the Owners are to provide and/or pay for and the Owners shall refund to the Charterers any sums they or their Agents may have paid or been compelled to pay in respect of such liability. 91
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9. BIMCO Vetting and Inspection Clause for Chemical Tankers 99

- (a) The Owners shall, with the co-operation of the Charterers, arrange to have the Vessel inspected under the CDI and SIRE Vessel Inspection Programs and by the major Oil and Chemical companies as required. 100
101
- (i) The Owners warrant that on the day of delivery the Vessel has been vetted and is acceptable to: 102
103
- _____ 104
The Owners shall exercise due diligence to maintain such acceptances throughout the currency of this Charter Party. 105
- (ii) The Owners declare that the Vessel has been vetted and is, to the best of their knowledge, acceptable on a case-by-case basis by: 106
107
- _____ 108
The Owners shall exercise due diligence to maintain such acceptances throughout the currency of this Charter Party. 109
110
- (iii) The Owners shall exercise due diligence to obtain and thereafter maintain, throughout the currency of this Charter Party, acceptance of the Vessel by: 111
112
113
- (b) Inspections by above named companies (including CDI and SIRE Inspections) to maintain or obtain acceptances shall be arranged by the Owners and costs for such inspections shall be for the Owners' account. If inspections by companies not named above are required by the Charterers, all costs for such inspections shall be for the Charterers' account. 114
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- (c) The Owners shall on receipt of an Inspection Report promptly make their comments on such Reports available to the Charterers and arrange to have them entered into the respective databases. 118
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- (d) If the Vessel, on the day of delivery, is a newbuilding without any major approvals or Inspections, then the Charterers shall allow the Owners reasonable time to arrange for the vetting and Inspection of the Vessel. 120
- (e) The Charterers shall assist the Owners to get relevant oil and chemical companies to vet the Vessel. If any of the 121
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major Oil and/or Chemical companies, including those named above, refuse to inspect the Vessel because they have no commercial interest in the Vessel or an inspector is not available, then the Owners shall not be held liable and sub-clause (g) shall not apply.	123 124 125
(f) The Vessel shall remain on-hire for the purpose of carrying out Inspections described in sub-clauses (a) and (b) above. If the Vessel fails to be accepted following any such Inspections or achieves a CDI score below an agreed minimum score of: Click here to enter text. % (calculated as the average of the Statutory, Recommended and Desirable Sections),	126 127
then the cost for re-inspection will be for the Owners' account and the Vessel shall be off-hire for any time lost in having her re-inspected.	128 129 130
(g) (i) If the Vessel, despite the exercise of due diligence, fails to obtain or retain acceptances by any of the companies listed in sub-clauses (a)(i) , (ii) and (iii) above or the minimum CDI score stated in sub-clause (f) , then the hire shall be reduced by the amount of _____ per day for each company's non-acceptance and/or while the CDI score remains below the agreed minimum. Each reduction in hire, as stated above, shall continue until the corresponding company re-accepts the Vessel. If a reduction in hire is caused by a CDI score below the agreed minimum, such reduction shall continue until the agreed minimum CDI score is achieved. The Owners shall give the Charterers written notice when the Vessel has been prepared for and is eligible to the relevant companies for re-vetting. If the Vessel is not re-vetted by the relevant companies within 30 days of receiving the Owners' notice, reduction of hire shall cease.	131 132 133 134 135 136 137 138 139
(ii) Should the Vessel when re-vetted or re-inspected still not obtain the acceptances required under sub-clause (a) or the minimum CDI score required under sub-clause (f) , the hire shall be reduced or continue at the reduced rate as stated in sub-clause (g)(i) and the Charterers may notify the Owners that unless the situation has been rectified within 90 days, the Charterers shall have the right to cancel this Charter Party. Such right to cancel shall be exercised by giving notice thereof within 3 working days after the expiry of the above rectification period. The cancellation shall take effect as soon as the Vessel is free of existing cargo commitments. If the Charterers do not exercise the right to cancel this Charter Party, the provisions of this Clause shall remain in full force and effect.	140 141 142 143 144 145 146
(h) In case the non-acceptances of the Vessel result from the fact that the Vessel, following an accident, must perform repairs to re-establish its condition as before the accident, the period of time in which the Vessel is off-hire due to such accident and in which the repairs are carried out shall not be included in the periods of 30 and 90 days allowed to Owners as per sub-clause (g) to restore the Vessel's acceptances lost for the reason of the accident.	147 148 149 150
10. Employment	151
(a) The Master shall be under the orders and direction of the Charterers as regards employment of the Vessel, agency or other arrangements.	152 153
(b) The Master shall prosecute all voyages with the utmost despatch unless ordered otherwise and shall render all reasonable assistance with the Vessel's Officers and Crew who shall, if so required by the Charterers, and so far as allowed, connect and disconnect fuel, cargo and water lines and hoses when placed on board the Vessel.	154 155 156
(c) The Charterers shall, in good time, provide the Master with all requisite instructions and sailing directions. The Master shall keep full and correct deck and engine room logs of the voyages and of all cargo handling, gas freeing and cargo changing operations which shall be open to inspection by the Charterers or their Agents. Abstracts of such logs shall, if so required by the Charterers, be forwarded to them at regular intervals.	157 158 159 160
(d) If the Charterers have reason to be dissatisfied with the conduct of the Master, Officers or Engineers, the Owners, on receiving particulars of the complaint, promptly to investigate the matter and, if necessary and practicable, to make a change in the appointments.	161 162 163
11. Bills of Lading or Waybills and Indemnity	164
Bills of Lading or Waybills are to be signed as presented as the Charterers or their Agents may direct without prejudice to this Charter Party.	165 166
All Bills of Lading or Waybills shall be without prejudice to this Charter Party and the Charterers shall indemnify the Owners against all consequences or liabilities which may arise from any inconsistency between this Charter Party and any Bills of Lading or Waybills signed by the Charterers or by the Master at their request.	167 168 169
12. Cargo Temperature	170
The Owners warrant that the Vessel is capable of maintaining a cargo temperature of maximum _____ degrees Celsius. Charterers warrant not to load cargo with a temperature exceeding _____ degrees Celsius.	171 172
The Charterers shall indemnify the Owners against all claims for loss of or damage to the cargo resulting from Owners complying with the Charterers' heating instructions.	173 174
13. Performance of the Vessel	175
(a) The Owners shall before and at the date of delivery of the Vessel under this Charter Party exercise due diligence to make the Vessel	176 177
(i) tight, staunch, strong and in every way fit for the service, with her hull, machinery, boilers and cargo installation in good order and condition and with a full and efficient complement of Master, Officers and Crew for a Vessel of her type and tonnage.	178 179 180
(ii) in every way fit to carry the products listed in the Certificate of Fitness/Noxious Liquid Substances (NLS) Certificate and any subsequent addendum thereto (subject always to the requirements of Clause 35(b) (Technical Requirements)); and	181 182 183
(b) The Owners warrant that at the date of delivery under this Charter Party the Vessel shall be of the description set	184

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out in the TECHNICAL FORM annexed as Appendix B to this Charter Party. Further, the Owners undertake that throughout the period of service under this Charter Party they will exercise due diligence to maintain or restore the Vessel as aforesaid whenever the passage of time, wear and tear or any other event (whether falling within Clause 45 (Exceptions) hereof or not) requires steps to be taken to maintain the Vessel as described.	185 186 187 188
(c) Speed and Consumption	189
The Owners warrant that the Vessel is and shall remain capable of maintaining, throughout the Charter Period, the speeds and bunker consumptions for propulsion described in the TECHNICAL FORM under normal working conditions and in moderate weather (which for the purpose of this Clause shall exclude any periods of winds exceeding Force 4 on the Beaufort Scale). The Charterers shall have the right to make deductions from hire in respect of any time lost and any additional bunkers consumed by reason of the Vessel's failure to maintain the warranted capability.	190 191 192 193 194
In the event that the Vessel has in compliance with the Charterers' instructions lain at or off one or more ports or places for more than 30 consecutive days within any 60-day period, then the provisions of this Clause shall cease to apply in respect of speed and consumption until after the Vessel returns to service following its next drydocking. For the purpose of calculating speed and consumption under this Clause, all distances shall be measured from pilot station to pilot station.	195 196 197 198 199
(d) Condition of Cargo Tanks on Delivery	200
On delivery of the Vessel, the cargo tanks, pumps and piping systems shall be clean and gas-free with last 3 cargoes clean (undarker than 2.5 NPA) and un-lead and ready for loading water-white chemicals.	201 202
14. Tank Cleaning and Sweeping	203
(a) Tank Cleaning	204
The cleaning of the Vessel's tanks shall be performed by the Vessel's crew in the Charterers' time but at any time, day and night or Sundays or Holidays included, weather and port regulations permitting, upon the Charterers' request.	205 206
The Vessel shall be allowed sufficient time to clean the tanks taking into account the Vessel's cleaning capabilities as described in the TECHNICAL FORM; prior cargo; regulatory requirements; industry standards and practices; and/or cargo owners' requirements for the intended next cargo to be loaded.	207 208 209
The Charterers shall be entitled to require an inspection of the tank(s) by an independent surveyor after sufficient time for cleaning has been allowed. Should the tank(s) fail such inspection, the Vessel's crew shall continue to clean the tanks and make the tanks available for re-inspection as soon as possible. All time lost and costs for such additional cleaning shall be for the Owners' account.	210 211 212 213
The Master may request tank cleaning advice from the Charterers and the Charterers may also at their own initiative, give tank cleaning advice to the Vessel's Master. Where the Charterers issue specific tank cleaning advice, such advice shall comply with the stainless steel/coating manufacturers' resistance list.	214 215 216
The Charterers shall supply the necessary cleaning compounds, chemicals and cotton rags or similar, the cost of which shall be for the Charterers' account.	217 218
Any time/material used for passivation of stainless steel in cargo tanks after carriage of Phosphoric Acid, Sulphuric Acid or other similar cargoes shall be for the Charterers' account and passivation to be carried out at the discretion of the Owners / Master.	219 220 221
(b) Sweeping	222
The Vessel's crew is to perform sweeping (squeegeeing) of ship's tanks at request of the Charterers. The sweeping fee shall be _____ per cargo tank that requires sweeping. The sweeping fee shall be paid by the Charterers directly to the Master.	223 224 225
15. Compliance with Regulations	226
(a) The Owners warrant that at the date of delivery and throughout the currency of this Charter Party the Vessel shall be in possession of all valid documentation required to permit the Vessel to trade within the Trading Area defined in Clause 6 (Trading Area). However, notwithstanding the above, if such documentation cannot be obtained or renewed because of the Vessel's employment prior to delivery or during the Charter Period or because the Vessel is a newbuilding, the Owners shall not be deemed to be in breach of this Charter Party but the Vessel shall be off-hire for any loss of time incurred in obtaining or renewing such documentation.	227 228 229 230 231 232
(b) The Owners further warrant that the Vessel shall comply with the requirements of regulatory bodies applicable to the Vessel throughout the period of this Charter Party so far as it is practically possible, and provided such continued compliance shall not entail major structural alteration or addition to the Vessel.	233 234 235
(c) In the event that such continued compliance shall entail major structural alteration or addition to the Vessel, the Charterers shall have the right to put such work in hand at the earliest convenient opportunity with all costs for the Charterers' account. All the time taken in respect hereof shall count as time on hire and shall form part of the Charter Period.	236 237 238 239
Should the Charterers elect not to comply with the provisions of the first paragraph of this sub-clause (c) , the Owners shall have the right to put such work in hand at the earliest convenient opportunity with all costs for the Owners' account. All the time taken in respect hereof shall not count as time on hire and shall not form part of the Charter Period.	240 241 242 243
In the event that neither party elects to undertake such work at their own expense and the parties fail to agree on a division of costs or adjusting the terms of this Charter Party within 60 days, then the Charterers shall within 7 days thereafter declare if they will maintain or cancel this Charter Party. In any event cancellation can only take effect not more than 30 days prior to the new regulations coming into force.	244 245 246 247
(d) For the purpose of this Clause, the expression "major structural alteration or addition" shall mean all structural	248

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work or addition or replacement required by any regulatory bodies applicable to the Vessel to be performed within any 12-month period and the actual cost of which will exceed the sum of _____ including the estimated loss of time.	249 250
16. Drug and Alcohol Policy	251
The Owners warrant that they have a policy on Drug and Alcohol Abuse ("Policy") applicable to the Vessel which meets or exceeds the standards in the Oil Companies International Marine Forum Guidelines for the Control of Drugs and Alcohol Onboard Ship. Under the Policy, alcohol impairment shall be defined as a blood alcohol content of 40 mg/100 ml or greater; the appropriate seafarers to be tested shall be all Vessel officers and the drug/alcohol testing and screening shall include unannounced testing in addition to routine medical examinations. An objective of the Policy should be that the frequency of the unannounced testing be adequate to act as an effective abuse deterrent, and that officers be tested at least once a year through a combined programme of unannounced testing and routine medical examinations. The Owners further warrant that the Policy will remain in effect during the term of this Charter Party and that the Owners shall exercise due diligence to ensure that the Policy is complied with. It is understood that an actual impairment, or any test finding of impairment, shall not in and of itself mean the Owners have failed to exercise due diligence.	252 253 254 255 256 257 258 259 260 261 262
17. Cargo Segregation	263
The Owners warrant that the Vessel is constructed and equipped to load, carry and discharge with fully segregated tanks and cargo handling systems the number of different types and/or grades of cargoes stated in the TECHNICAL FORM annexed to this Charter Party. Should compliance with the Charterers' voyage orders be possible only by sharing any part of the cargo handling system, the Master shall notify the Charterers accordingly and the Owners shall thereafter not be held responsible for admixture, contamination or change in quality of the cargoes involved.	264 265 266 267 268 269
18. Employment of Pilots and Tugboats, etc.	270
The Owners hereby indemnify the Charterers, their servants and Agents against all losses, claims, responsibilities and liabilities arising in any way whatsoever from the employment of pilots or tugboats, who, although employed by the Charterers shall be deemed to be the servants and in the service of the Owners and under their instructions, but such indemnity shall not exceed the amount to which the Owners would have been entitled to limit their liability if they had themselves employed such pilots or tugboats.	271 272 273 274 275
19. Drydocking	276
(a) (i) It is agreed that the Owners shall have the right and obligation to drydock the Vessel at regular intervals in accordance with class requirements. The Owners shall give three months' notice of their intention to drydock the Vessel and the Charterers shall no later than two months thereafter offer to place the Vessel at the Owners' disposal as near as practicable to the Owners' preferred date. The Vessel shall be placed at the Owners' disposal free of cargo and gas-free for the purpose of drydocking at a port having suitable and available accommodation for the Vessel, including reception facilities for tank washings and residues, and the Owners shall then at their expense put the Vessel into drydock.	277 278 279 280 281 282 283
(ii) Time lost and expenses incurred in making tanks free of gas for the purpose of drydocking shall be for account of the Charterers provided the Owners shall have exercised due diligence to make the tanks free of gas before the arrival of the Vessel at the drydocking port or as soon as practicable thereafter. The Vessel shall be off-hire from the time of arrival at or off the drydocking port, or from arrival at the drydocking yard if the Vessel is loading, discharging or bunkering at that port, but provided due diligence is exercised as aforesaid any time lost thereafter in gas-freeing for the purpose aforesaid shall be excluded from the off-hire period and shall count as time on hire. The Vessel shall remain off-hire until she is again in every way ready to resume the Charterers' service at the position at which the off-hire period commenced, or at a position not less favourable to the Charterers.	284 285 286 287 288 289 290 291
(b) If the Owners require the Vessel, instead of proceeding to the offered port, to carry out periodical drydocking at an alternative port selected by them, the Vessel shall be off-hire from the time when the Vessel is released to proceed to the alternative port until the Vessel next presents for loading in accordance with the Charterers' instructions, provided, however, that the Charterers shall credit the Owners with the time which would have been taken on passage at the service speed had the Vessel not proceeded to drydock. All fuel consumed shall be paid for by the Owners but the Charterers shall credit the Owners with the value of the fuel which would have been used on such notional passage calculated at the guaranteed daily consumption for the service speed. The Owners shall not trade the Vessel for their own account during such periods.	292 293 294 295 296 297 298 299
20. Change of Class, Flag and Management	300
The Owners undertake that from the date of entering into this Charter Party the classification society, flag, ownership, management (whether technical or commercial) and P&I Insurers of the Vessel shall not change without the Charterers' prior consent, which shall not be unreasonably withheld. The Charterers' consent shall not prejudice any of their rights under Clause 9 (Vetting and Inspection). Without prejudice to any other right that the Charterers may have, a breach of this provision will entitle the Charterers to terminate this Charter Party, whereupon the Owners shall reimburse the Charterers with any hire paid in advance and not earned. Should the Charterers withhold consent under this Clause, then the Owners may require the Charterers to promptly identify to them an alternative acceptable to the Charterers.	301 302 303 304 305 306 307 308
21. Insurances	309
(a) Hull and Machinery - The Owners warrant that the Vessel is insured for Hull, Machinery and basic War Risks	310

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purposes at the value of _____. Upon 30 days notice to the Charterers, the Owners shall be entitled to effect any reasonable change to the insured value of the Vessel.	311
(b) Protection and Indemnity (P&I) - The Owners warrant that throughout the period of the Charter Party the Vessel will be fully covered for P&I risks and standard oil pollution cover up to the level customarily offered by the International Group of P&I Clubs with underwriters approved by the Charterers which approval shall not be unreasonably withheld.	312
The Charterers warrant that throughout the period of the Charter Party they shall be covered for Charterers' P&I liability risk by underwriters approved by the Owners, which approval shall not be unreasonably withheld.	313
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22. AIS	318
From the time of entering into this Charter Party and throughout the contracted period the Vessel shall carry on board Automatic Identification System (AIS).	319
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23. ISGOTT/ICS Tanker Safety Guide (Chemicals)	321
The Master shall, throughout the Charter Period, operate and carry out his duties in a manner consistent with good seamanship, complying with the recommendations set out in the latest edition of International Safety Guide for Oil Tankers and Terminals (ISGOTT) and/or ICS Tanker Safety Guide (Chemicals).	322
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24. Incident Reporting	325
The Master and/or the Owners shall comply with the incident reporting requirements in the voyage orders or given in the Charterers' general incident reporting instructions.	326
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25. Communication Costs	328
The Vessel's communication costs to the Charterers' office and/or their port agents shall be for the Owners' account.	329
26. Lien	330
The Owners shall have a lien upon all cargoes, hire, sub-hire, freights and sub-freights for any amounts owed by the Charterers under this Charter Party.	331
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27. Representation	333
Expenses for representation incurred by the Master for the Charterers' account and benefit shall be settled by the Charterers' payment of the lumpsum of maximum _____. The Charterers shall indemnify the Owners against all consequences and/or liabilities including customs fines which may result from such representation.	334
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28. Stowaways	337
If stowaways have gained access to the Vessel, all expenses whatsoever and howsoever incurred, including fines, shall be for the Owners' account and the Vessel shall be off-hire for all time lost.	338
Should the Vessel be arrested as a result of stowaways having gained access to the Vessel, the Owners shall take all reasonable steps to secure that, within a reasonable time, the Vessel is released and at their expense put up bail to secure release of the Vessel.	339
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29. Oil Pollution Prevention	343
(a) The Owners undertake	344
(i) that the Vessel will throughout the period of this Charter Party be owned by a member of the International Tanker Owners Pollution Federation Limited, and	345
(ii) that they will provide a Certificate of Entry in a P&I Club for production on board the Vessel if required under applicable law or by the relevant authorities.	346
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(b) When there is an actual or threatened escape or discharge of Oil from the Vessel which causes Pollution Damage or which creates a grave and imminent danger of such Damage, the Charterers shall upon notice to the Owners or Master have the right (but not the obligation) if permitted under applicable law and by the relevant authorities, to	348
(i) place a representative on board the Vessel to observe the measures being taken to prevent or minimise Pollution Damage, and	349
(ii) provide advice, equipment or manpower and undertake such other measures as are reasonably necessary to prevent or minimise such Pollution Damage, at the Charterers' risk and expense and subject to the approval of the Owners (which shall not be unreasonably withheld).	350
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(c) Nothing in this Clause shall prejudice the Owners' or the Charterers' rights to claim compensation under any applicable law.	352
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(d) For the purposes of this Clause, the meaning of the terms "Oil" and "Pollution Damage" shall be as defined in the International Convention on Civil Liability for Oil Pollution Damage (CLC) 1992, except where Pollution Damage takes place within the territory of a state which is party to CLC 1969, when the meaning shall be as defined in CLC 1969.	360
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30. Financial Responsibility for Pollution	363
(a) The Owners warrant that throughout the currency of this Charter Party they will provide the Vessel with the following certificates:	364
(i) Certificates issued pursuant to the Civil Liability Convention 1969 ("CLC"), and pursuant to the 1992 Protocols to the CLC, as and when in force.	365
(ii) Certificates issued pursuant to Section 1016 (a) of the Oil Pollution Act 1990, and Section 108 (a) of the Comprehensive Environmental Response, Compensation and Liability Act 1980, as amended in accordance	366
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with Part 138 of Coast Guard Regulations 33 CFR, so long as these can be obtained by the Owners from or by _____ [identify the applicable scheme or schemes].	370
(b) Notwithstanding anything whether printed or typed herein to the contrary,	371
(i) save as required for compliance with paragraph (a) hereof, the Owners shall not be required to establish or maintain financial security or responsibility in respect of oil or other pollution damage to enable the Vessel lawfully to enter, remain in or leave any port, place, territorial or contiguous waters of any country, state or territory in performance of this Charter Party.	372
(ii) The Charterers shall indemnify the Owners and hold them harmless in respect of any loss, damage, liability or expense (including but not limited to the costs of any delay incurred by the Vessel as a result of any failure by the Charterers promptly to give alternative voyage orders) whatsoever and howsoever arising which the Owners may sustain by reason of any requirement to establish or maintain financial security or responsibility in order to enter, remain in or leave any port, place or waters, other than to the extent provided in paragraph (a) hereof.	373
(iii) The Owners shall not be liable for any loss, damage, liability or expense whatsoever and howsoever arising which the Charterers and/or the holders of any Bill of Lading issued pursuant to this Charter Party may sustain by reason of any requirement to establish or maintain financial security or responsibility in order to enter, remain in or leave any port, place or waters, other than to the extent provided in paragraph (a) hereof.	374
(c) The Charterers warrant that the terms of this Clause will be incorporated effectively into any Bill of Lading issued pursuant to this Charter Party.	375
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CHARTERERS' RIGHTS AND OBLIGATIONS	388
31. Charterers to Provide	389
Unless otherwise stipulated in this Charter Party and whilst the Vessel is on hire, the Charterers shall provide and pay for:	390
(a) all fuel (as per the specification stated in the TECHNICAL FORM),	391
(b) (i) port charges including any charges retroactively imposed, light dues, dock dues, canal and channel tolls, pilotage, towage and other tug services, consular fees except those pertaining to the Master, Officers and Crew, agency fees, commissions, expenses of loading and discharging cargoes, compulsory garbage removal charges unless garbage is actually discharged from the Vessel, communication expenses incurred at the Charterers' request and all other charges whatsoever except those stated as being payable by the Owners.	392
(ii) port agents appointed by them and shall ensure that such agents shall render all customary services to the Owners and the Vessel without any charge to the Owners. Any expenses for the Owners' account shall be settled as per Clause 41 , unless otherwise agreed between the parties involved.	393
(c) all taxes and dues on the Vessel and/or cargo and freights arising out of cargoes carried or ports visited under this Charter Party;	394
(d) any material required for tank cleaning and/or preparing the tanks to receive and carry subsequent cargoes (as per Clause 14 (Tank Cleaning and Sweeping));	395
(e) all fresh water for boilers and tank cleaning;	396
(f) any product required for inhibition of cargo and shall also furnish the Master with a Certificate of Inhibition and all relevant inhibition details, as and when required;	397
(g) any material, including nitrogen beyond the Vessel's own production, required for cargo handling purposes; and	398
(h) reception facilities in respect of mandatory pre-wash requirements as per MARPOL 73/78.	399
The Charterers may use flexible hoses for loading and discharging as on board at their risk; however, if such use exceeds normal wear and tear necessitating replacement same shall be provided and paid for by the Charterers. If extra equipment, beyond that specified in the TECHNICAL FORM, is required same shall be provided and paid for by the Charterers.	400
The Charterers shall inform the Owners well in advance of the Vessel's itinerary as well as any changes thereof. The Charterers shall also provide the Owners with an up-to-date list of their agents.	401
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32. US Trade Additional Premiums	416
Any additional premiums charged by the providers of oil pollution cover by reason of loading or discharging at ports in the USA or USA-controlled territories shall be for the Charterers' account and shall be reimbursed to the Owners together with the instalment of hire next falling due following presentation to the Charterers of proper receipts evidencing payment.	417
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33. Vessel's Condition on Redelivery	421
(a) Condition of Vessel	422
The Vessel shall be redelivered on the expiry of the Charter Party in the same good order and condition as when delivered to the Charterers, fair wear and tear excepted.	423
(b) Condition of Cargo Tanks	424
On redelivery of the Vessel, the cargo tanks shall be in the same condition as stated in sub-clause 13(d) .	425
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34. Ship to Ship Transfer	427
Ship to ship transfer shall be at the Charterers' risk, cost and expense and the Charterers shall provide a safe and protected area for the conduct of such ship to ship operation where the Vessel can safely proceed to, lie and depart from, always afloat but always subject to the Master's approval.	428
The Charterers shall ensure that adequate fendering and hoses to the satisfaction of the Vessel's Master are provided.	429
Such operations shall be carried out in conformity with the provisions of the latest edition of the OCIMF/ICS Ship to Ship	430
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Transfer Guide but in any case ship to ship operations always to be at the discretion of the Vessel's Master and if the Master, at any time, considers that ship to ship operations are unsafe, then he may order them to be discontinued. If the Owners are obliged to extend their existing insurance policies to cover ship to ship operations or incur any other additional cost/expense, the Charterers shall reimburse the Owners for any additional premium or cost/expense incurred.	433 434 435 436 437
The Charterers shall be responsible for all costs and charges in respect of equipment needed to perform such ship to ship transfer, and shall obtain any and all relevant permissions from proper authorities to perform such operations and all expenses in this connection shall also be for the Charterers' account.	438 439 440
35. Technical Requirements	441
(a) In addition to the provisions contained in Clause 13(a) (Performance of the Vessel) the Vessel shall be employed always subject to the technical characteristics set out in the TECHNICAL FORM annexed to this Charter Party and always provided that the Charterers shall in due time give proper cargo handling instructions to the Master in regard to treatment of the cargo;	442 443 444 445
(b) In the operation of the Vessel, the Charterers shall comply with the IMO International Bulk Chemical Code and the US Coast Guard Cargo Compatibility List. Furthermore, the Charterers shall follow the Tank Coating and/or Stainless Steel Resistance List(s) provided by the Owners as per Clause 8 (Owners to Provide) of this Charter Party;	446 447 448
(c) No cargo injurious to the Vessel shall be shipped and without prejudice to the foregoing any damage to the Vessel caused by the shipment of any such cargo as aforesaid shall be at the Charterers' risk and expense and the Vessel shall remain on hire for any time lost including periods for repairs as the result of the shipment of such cargo;	449 450 451
(d) Subject always to the International Loadline Convention and always provided that hull stresses are kept within acceptable limits in accordance with Classification Society's recommendations, the whole reach and burthen of the Vessel shall be at the Charterers' disposal, reserving only proper and sufficient space for the Vessel's Master, Officers and Crew, tackle, apparel, furniture, equipment, provisions, fresh water for domestic purposes, lube oils and stores. The weight of fresh water for domestic purposes, lube oils and stores shall not exceed a total of _____ tons.	452 453 454 455 456 457
36. Off-Hire	458
(a) In the event of loss of time:	459
(i) due to deficiency of personnel or stores, repairs, breakdown (whether partial or otherwise) of hull, machinery, boilers and cargo installation of the Vessel, collision or stranding or accident or damage to the Vessel or any other cause preventing the efficient working of the Vessel; or	460 461 462
(ii) due to strikes, refusal to sail, breach of orders or neglect of duty on the part of the Master, Officers or Crew; or	463
(iii) for the purposes of obtaining medical advice or treatment for or landing any sick, injured or dead person (other than a person carried at the Charterers' request or for their benefit or purpose), no hire shall be due or payable in respect of any time lost during which the Vessel is unable to perform the service immediately required of her.	464 465 466 467
(b) In the event of the Vessel deviating (which expression includes putting back, or putting into any port or place other than that to which the Vessel is bound under the instructions of the Charterers) for any cause or purpose previously mentioned in this Clause, hire shall cease to be payable from the commencement of such deviation until the time when the Vessel is again ready to resume her service from a position not less favourable to the Charterers than that at which the deviation commenced, provided always that due allowance shall be given for any distance made good towards the Vessel's destination and any bunkers saved. However, should the Vessel be driven into port or anchorage by stress of weather the Vessel shall remain on hire and all costs thereby incurred shall be for the Charterers' account.	468 469 470 471 472 473 474
(c) In the event of detention of the Vessel by any authority in consequence of legal action against the Owners (unless brought about by the act, omission or neglect of the Charterers or due to legal action misdirected against the Owners), whereby the Vessel is rendered unavailable for the Charterers' service, the Vessel shall be off-hire until the service can be resumed.	475 476 477 478
Any time during which the Vessel is off-hire under the terms of this Charter Party shall count as part of the period provided for in Clause 1 (Charter Period) of this Charter Party.	479 480
37. Lay Up	481
(a) At the written request of the Charterers, the Owners shall at any time provide an estimate of any economies which may be possible in the event of laying-up the Vessel. The Charterers shall then have the right to order the laying-up of the Vessel at any time and for any period of time at a safe berth or safe place in their option, and in the event of such laying-up the Owners shall promptly take reasonable steps to effect all the economies in operating costs. The laying-up port or place and laid-up arrangements shall be subject to approval by the Owners' insurers and the Vessel's Classification Society. Laying-up preparation and reactivation cost, and all expenses incurred shall be for the Charterers' account. The Charterers shall give sufficient notice of their intention in this respect to enable the Owners to make necessary arrangements for decommissioning and re-commissioning. The Owners must give prompt credit to the Charterers for all economies achieved.	482 483 484 485 486 487 488 489 490
(b) If the lay up period exceeds _____ days and the bottom has been fouled the speed and consumption warranty in Clause 13(c) (Performance of the Vessel) shall not apply until the Vessel's next ordinary dry-docking, unless the Charterers elect to clean the bottom at their time and cost.	491 492 493
38. Loss of Vessel	494
Should the Vessel be lost, or become a constructive total loss, this Charter Party shall terminate at noon on the day of	495

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her loss or constructive total loss and any hire paid in advance and not earned shall be returned to the Charterers. If the Vessel is missing, hire shall be suspended at noon on the date when last heard of until the Vessel is reported safe or lost.	496 497 498
39. Sublet	499
The Charterers shall have the right to sub-let all or part of the Vessel whilst remaining responsible to the Owners for the performance of this Charter Party.	500 501
40. Charterers' Representative On Board	502
(a) The Master shall:	503
(i) provide and maintain accommodation for the Charterers' representative, if any, furnished to the same standard as the Officers' accommodation;	504 505
The Charterers' representative shall be victualled with the Vessel's Officers. The representative shall be on board at the risk and expense of the Charterers. Such representative shall sign the Owners' usual indemnity form at time of embarkation;	506 507 508
(ii) permit the Charterers' use of the Vessel's communication facilities;	509
(iii) when requested by the Charterers or their Agents, victual other officials and servants of the Charterers.	510
The Charterers shall pay to the Owners a lumpsum covering the expenses listed in sub-clauses (a)(i), (ii) and (iii) above in the amount of _____ per day.	511 512
(b) The Charterers' representative shall be permitted to:	513
(i) travel with the Vessel;	514
(ii) observe cargo handling operations, including sampling the contents of tanks;	515
(iii) inspect any part of the Vessel;	516
(iv) review and copy the Vessel's logs, certificates and records.	517
41. Advances	518
Any moneys advanced to the Master by the Charterers or their Agents or in payment of disbursements made for the Owners' account shall be subject to 1.5 per cent. commission and shall be deductible from hire money earned or to be earned.	519 520 521
42. E-mail Communication and Software	522
The Owners shall equip the Vessel with an E-mail communication system compatible with the Internet E-mail and/or X400 E-mail format. The Charterers shall furthermore have the option to put on board additional PC software including, but not limited to, weather routing, performance tracking, routine logs, operational documents and whatever other software as agreed between the parties.	523 524 525 526
43. Painting of Funnel Mark/House Flag	527
If they so require, the Charterers shall, during the currency of this Charter Party, be allowed to fly their house flag and/or paint the funnel in the Charterers' colours. All alterations including restoration shall be effected in the Charterers' time and at their expense.	528 529 530
SPECIAL PROVISIONS	531
44. Salvage	532
Subject to the provisions of Clause 36 (Off-Hire), all time lost and all legal and other expenses (excluding any damage to the Vessel) incurred in saving or attempting to save life or property shall be borne equally by the Owners and the Charterers. All salvage and proceeds from derelicts shall be divided equally between the Owners and Charterers after deducting the Master's, Officers' and Crew's share. The Charterers shall be bound by all measures taken by the Owners in order to secure payment of salvage and to fix its amount.	533 534 535 536 537
45. Exceptions	538
(a) Unless otherwise expressly provided in this Charter Party, as between the Charterers and the Owners, responsibility for any loss, damage, delay or failure of performance under this Charter Party shall be subject to the following mutual exceptions:	539 540 541
Act of God, act of war, act of terrorism, civil commotions, strikes, lockouts, restraint of princes and rulers, and quarantine restrictions.	542 543
(b) In addition, any responsibility of the Owners shall be subject to the following exceptions:	544
Any act, neglect or default by the Master, pilots or other servants of the Owners in the navigation or management of the Vessel, fire or explosion not due to the personal fault of the Owners or their Manager, collision or stranding, unforeseeable breakdown of or any latent defect in the Vessel's hull, equipment or machinery.	545 546 547
The above provisions shall in no way affect the provisions as to off-hire in this Charter Party.	548
46. War Risks (CONWARTIME 2004)	549
(a) For the purpose of this Clause, the words:	550
(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	551 552
(ii) "War Risks" shall include any actual, threatened or reported:	553
war; act of war; civil war; hostilities; revolution; rebellion; civil commotion; warlike operations; laying of mines; acts	554

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of piracy; acts of terrorists; acts of hostility or malicious damage; blockades (whether imposed against all vessels or imposed selectively against vessels of certain flags or ownership, or against certain cargoes or crews or otherwise howsoever); by any person, body, terrorist or political group, or the Government of any state whatsoever, which, in the reasonable judgement of the Master and/or the Owners, may be dangerous or are likely to be or to become dangerous to the Vessel, her cargo, crew or other persons on board the Vessel.	555 556 557 558 559
(b) The Vessel, unless the written consent of the Owners be first obtained, shall not be ordered to or required to continue to or through, any port, place, area or zone (whether of land or sea), or any waterway or canal, where it appears that the Vessel, her cargo, crew or other persons on board the Vessel, in the reasonable judgement of the Master and/or the Owners, may be, or are likely to be, exposed to War Risks. Should the Vessel be within any such place as aforesaid, which only becomes dangerous, or is likely to be or to become dangerous, after her entry into it, she shall be at liberty to leave it.	560 561 562 563 564 565
(c) The Vessel shall not be required to load contraband cargo, or to pass through any blockade, whether such blockade be imposed on all vessels, or is imposed selectively in any way whatsoever against vessels of certain flags or ownership, or against certain cargoes or crews or otherwise howsoever, or to proceed to an area where she shall be subject, or is likely to be subject to a belligerent's right of search and/or confiscation.	566 567 568 569
(d) (i) The Owners may effect war risks insurance in respect of the Hull and Machinery of the Vessel and their other interests (including, but not limited to, loss of earnings and detention, the crew and their protection and Indemnity Risks), and the premiums and/or calls therefor shall be for their account.	570 571 572
(ii) If the Underwriters of such insurance should require payment of premiums and/or calls because, pursuant to the Charterers' orders, the Vessel is within, or is due to enter and remain within, or pass through any area or areas which are specified by such Underwriters as being subject to additional premiums because of War Risks, then the actual premiums and/or calls paid shall be reimbursed by the Charterers to the Owners at the same time as the next payment of hire is due, or upon redelivery, whichever occurs first.	573 574 575 576 577
(e) If the Owners become liable under the terms of employment to pay to the crew any bonus or additional wages in respect of sailing into an area which is dangerous in the manner defined by the said terms, then the actual bonus or additional wages paid shall be reimbursed to the Owners by the Charterers at the same time as the next payment of hire is due, or upon redelivery, whichever occurs first.	578 579 580 581
(f) The Vessel shall have liberty:-	582
(i) to comply with all orders, directions, recommendations or advice as to departure, arrival, routes, sailing in convoy, ports of call, stoppages, destinations, discharge of cargo, delivery, or in any other way whatsoever, which are given by the Government of the Nation under whose flag the Vessel sails, or other Government to whose laws the Owners are subject, or any other Government, body or group whatsoever acting with the power to compel compliance with their orders or directions;	583 584 585 586 587
(ii) to comply with the order, directions or recommendations of any war risks underwriters who have the authority to give the same under the terms of the War risks insurance;	588 589
(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;	590 591 592 593
(iv) to discharge at any other port any cargo or part thereof which may render the Vessel liable to confiscation as a contraband carrier;	594 595
(v) to call at any other port to change the crew or any part thereof or other persons on board the Vessel when there is reason to believe that they may be subject to internment, imprisonment or other sanctions.	596 597
(g) If in accordance with their rights under the foregoing provisions of this Clause, the Owners shall refuse to proceed to the loading or discharging ports, or any one or more of them, they shall immediately inform the Charterers. No cargo shall be discharged at any alternative port without first giving the Charterers notice of the Owners' intention to do so and requesting them to nominate a safe port for such discharge. Failing such nomination by the Charterers within 48 hours of the receipt of such notice and request, the Owners may discharge the cargo at any safe port of their own choice.	598 599 600 601 602 603
(h) If in compliance with any of the provisions of sub-clauses (b) to (g) of this Clause anything is done or not done, Such shall not be deemed a deviation, but shall be considered as due fulfilment of this Charter Party.	604 605
47. BIMCO General Ice Clause for Time Charter Parties	606
(a) The Vessel shall not be obliged to force ice but, subject to the Owners' approval having due regard to its size, construction and class, may follow ice-breakers.	607 608
(b) The Vessel shall not be required to enter or remain in any icebound port or area, nor any port or area where lights, lightships, markers or buoys have been or are about to be withdrawn by reason of ice, nor where on account of ice there is, in the Master's sole discretion, a risk that, in the ordinary course of events, the Vessel will not be able safely to enter and remain at the port or area or to depart after completion of loading or discharging. If, on account of ice, the Master in his sole discretion considers it unsafe to proceed to, enter or remain at the place of loading or discharging for fear of the Vessel being frozen in and/or damaged, he shall be at liberty to sail to the nearest ice-free and safe place and there await the Charterers' instructions.	609 610 611 612 613 614 615
(c) Any delay or deviation caused by or resulting from ice shall be for the Charterers' account and the Vessel shall remain on-hire.	616 617
(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.	618 619

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48. Protective Clauses	620
The Charterers warrant and shall indemnify the Owners for any loss, damage or costs resulting from any breach of such warranty that bills of lading or waybills issued in respect of cargo under this Charter Party shall incorporate the protective Clauses set out in Annex A. Furthermore, any cargo claim under this Charter Party or any bill of lading or waybill issued hereunder shall be subject to the BIMCO General Clause Paramount included in Annex A. If no bill of lading or waybill has been issued or, if the cargo is the property of the Charterers, the Hague-Visby Rules and the SDR Protocol 1979 as enacted under English law shall apply.	621 622 623 624 625 626
49. Demise	627
Nothing herein contained shall be construed as creating a demise of the Vessel to the Charterers.	628
50. BIMCO ISPS/MTSA Clause for Time Charter Parties	629
(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).	630 631 632 633 634
(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).	635 636 637
(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.	638 639 640
(b) (i) The Charterers shall provide the Owners and the Master with their full style contact details and, upon request, any other information the Owners require to comply with the ISPS Code/MTSA. Furthermore, the Charterers shall ensure that all sub-charter parties they enter into during the period of this Charter Party contain the following provision: "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".	641 642 643 644 645 646 647
(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.	648 649 650
(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.	651 652 653 654 655 656
(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.	657 658
51. BIMCO Bunker Fuel Sulphur Content Clause for Time Charter Parties 2005	659
(a) Without prejudice to anything else contained in this Charter Party, the Charterers shall supply fuels of such specifications and grades to permit the Vessel, at all times, to comply with the maximum sulphur content requirements of any emission control zone when the Vessel is ordered to trade within that zone. The Charterers also warrant that any bunker suppliers, bunker craft operators and bunker surveyors used by the Charterers to supply such fuels shall comply with Regulations 14 and 18 of MARPOL Annex VI, including the Guidelines in respect of sampling and the provision of bunker delivery notes. The Charterers shall indemnify, defend and hold harmless the Owners in respect of any loss, liability, delay, fines, costs or expenses arising or resulting from the Charterers' failure to comply with this sub-clause (a) .	660 661 662 663 664 665 666 667
(b) Provided always that the Charterers have fulfilled their obligations in respect of the supply of fuels in accordance with sub-clause (a) , the Owners warrant that:	668 669
(i) the Vessel shall comply with Regulations 14 and 18 of MARPOL Annex VI and with the requirements of any emission control zone; and	670 671
(ii) the Vessel shall be able to consume fuels of the required sulphur content when ordered by the Charterers to trade within any such zone. Subject to having supplied the Vessel with fuels in accordance with sub-clause (a) , the Charterers shall not otherwise be liable for any loss, delay, fines, costs or expenses arising or resulting from the Vessel's failure to comply with Regulations 14 and 18 of MARPOL Annex VI.	672 673 674 675 676
(c) For the purpose of this Clause, "emission control zone" shall mean zones as stipulated in MARPOL Annex VI and/or zones regulated by regional and/or national authorities such as, but not limited to, the EU and the US Environmental Protection Agency.	677 678 679
52. War Cancellation	680
Either party may cancel this Charter Party on the outbreak of war (whether there be a declaration of war or not)	681
(a) between any two or more of the following countries: the United States of America; Russia; the United Kingdom;	682

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France; and the People's Republic of China, or,	683
(b) between _____	684
Cancellation shall take effect when the Vessel is free of cargo.	685
53. Claims Time Bar	686
All claims under this Charter Party of whatsoever nature (excluding cargo claims) shall be deemed to be waived and barred unless such claim or claims are made within 12 months of the Vessel's redelivery or 6 years after the incident leading to the claim or claims, whichever is the earlier.	687 688 689
54. Requisition	690
Should the Vessel be requisitioned by any government or governmental authority during the period of this Charter Party, the Owners shall immediately notify the Charterers. The Vessel shall be off-hire during the period of such requisition and any hire or compensation paid by any government or governmental authority in respect of such requisition shall be paid to the Owners. However, if the period of requisition exceeds _____ days, either party shall have the option of cancelling the balance period of the Charter Party, by giving 14 days notice of cancellation to the other.	691 692 693 694 695
55. Confidentiality	696
The terms of the negotiations and fixture of this Charter Party to be private and confidential and are not to be reported without mutual consent, except to advisors of each party.	697 698
56. Small Tanker Oil Pollution Indemnification Agreement 2006 (STOPIA 2006)	699
The Owners warrant that they are participating owners and that the Vessel is entered in STOPIA and shall so remain during the currency of this Charter Party, provided always that:	700 701
(a) The Vessel remains a Relevant Vessel as defined in Clause III of STOPIA 2006.	702
(b) STOPIA 2006 is not terminated in accordance with Clause IX of that Agreement.	703
57. Liability	704
Any provisions of this Charter Party to the contrary notwithstanding, the Owners shall have the benefit of all limitations of, and exemptions from, liability accorded to the Owners or chartered owners of vessels by any applicable statute or rule of law for the time being in force.	705 706 707
58. General Average	708
General Average shall be adjusted, stated and settled according to York-Antwerp Rules 1994, in _____ (if left blank then London shall apply). Hire shall not contribute to General Average.	709 710
59. BIMCO Dispute Resolution Clause	711
* (a) This Charter Party shall be governed by and construed in accordance with English law and any dispute arising out of or in connection with this Charter Party shall be referred to arbitration in London in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment thereof save to the extent necessary to give effect to the provisions of this Clause.	712 713 714 715
The arbitration shall be conducted in accordance with the London Maritime Arbitrators Association (LMAA) Terms current at the time when the arbitration proceedings are commenced.	716 717
The reference shall be to three arbitrators. A party wishing to refer a dispute to arbitration shall appoint its arbitrator and send notice of such appointment in writing to the other party requiring the other party to appoint its own arbitrator within 14 calendar days of that notice and stating that it will appoint its arbitrator as sole arbitrator unless the other party appoints its own arbitrator and gives notice that it has done so within the 14 days specified. If the other party does not appoint its own arbitrator and give notice that it has done so within the 14 days specified, the party referring a dispute to arbitration may, without the requirement of any further prior notice to the other party, appoint its arbitrator as sole arbitrator and shall advise the other party accordingly. The award of a sole arbitrator shall be binding on both parties as if he had been appointed by agreement.	718 719 720 721 722 723 724 725
Nothing herein shall prevent the parties agreeing in writing to vary these provisions to provide for the appointment of a sole arbitrator.	726 727
In cases where neither the claim nor any counterclaim exceeds the sum of US\$50,000 (or such other sum as the parties may agree) the arbitration shall be conducted in accordance with the LMAA Small Claims Procedure current at the time when the arbitration proceedings are commenced.	728 729 730
* (b) This Charter Party shall be governed by and construed in accordance with Title 9 of the United States Code and the Maritime Law of the United States and any dispute arising out of or in connection with this Charter Party shall be referred to three persons at New York, one to be appointed by each of the parties hereto, and the third by the two so chosen; their decision or that of any two of them shall be final, and for the purposes of enforcing any award, judgement may be entered on an award by any court of competent jurisdiction. The proceedings shall be conducted in accordance with the rules of the Society of Maritime Arbitrators, Inc.	731 732 733 734 735 736
In cases where neither the claim nor any counterclaim exceeds the sum of US\$50,000 (or such other sum as the parties may agree) the arbitration shall be conducted in accordance with the Shortened Arbitration Procedure of the Society of Maritime Arbitrators, Inc. current at the time when the arbitration proceedings are commenced.	737 738 739
* (c) This Charter Party shall be governed by and construed in accordance with the laws of the place mutually agreed by the parties and any dispute arising out of or in connection with this Charter Party shall be referred to arbitration at a mutually agreed place, subject to the procedures applicable there.	740 741 742
* (d) Notwithstanding 59(a) , 59(b) or 59(c) above, the parties may agree at any time to refer to mediation any difference	743

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For Vessels Carrying Chemicals in Bulk**

and/or dispute arising out of or in connection with this Charter Party.

In the case of a dispute in respect of which arbitration has been commenced under [59\(a\)](#), [59\(b\)](#) or [59\(c\)](#) above, the following shall apply:

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

(Note: The parties should be aware that the mediation process may not necessarily interrupt time limits.)

* [Sub-clauses 59\(a\)](#), [59\(b\)](#) and [59\(c\)](#) are alternatives; delete as appropriate, failing which [sub-clause 59\(a\)](#) of this Clause shall apply. Sub-clause [59\(d\)](#) shall apply in all cases.

60. BIMCO Notices Clause

- (a) All notices given by either party or their agents to the other party or their agents in accordance with the provisions of this Charter Party shall be in writing.
- (b) For the purposes of this Charter Party, "in writing" shall mean any method of legible communication. A notice may be given by any effective means including, but not limited to, cable, telex, fax, e-mail, registered or recorded mail, or by personal service.

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Appendix B

Appendix A – Protective Clauses

A. BIMCO General Clause Paramount

The International Convention for the Unification of certain Rules of Law relating to Bills of Lading signed at Brussels on 24 August 1924 ("the Hague Rules") as amended by the Protocol signed at Brussels on 23 February 1968 ("the Hague-Visby Rules") and as enacted in the country of shipment shall apply to this Contract. When the Hague-Visby Rules are not enacted in the country of shipment, the corresponding legislation of the country of destination shall apply, irrespective of whether such legislation may only regulate outbound shipments.

When there is no enactment of the Hague-Visby Rules in either the country of shipment or in the country of destination, the Hague-Visby Rules shall apply to this Contract save where the Hague Rules as enacted in the country of shipment or if no such enactment is in place, the Hague Rules as enacted in the country of destination apply compulsorily to this Contract. The Protocol signed at Brussels on 21 December 1979 ("the SDR Protocol 1979") shall apply where the Hague-Visby Rules apply, whether mandatorily or by this Contract.

The Carrier shall in no case be responsible for loss of or damage to cargo arising prior to loading, after discharging or while the cargo is in the charge of another carrier, or with respect to deck cargo and live animals.

B. Both to Blame Collision Clause

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

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

C. General Average and New Jason Clause

General Average shall be adjusted, stated and settled according to York-Antwerp Rules 1994, in London unless another place is agreed in the Charter.

In the event of accident, danger, damage or disaster before or after the commencement of the voyage, resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequence of which, the Carrier is not responsible, by statute, contract or otherwise, the goods, Shippers, Consignees or owners of the goods shall contribute with the Carrier in general average to the payment of any sacrifices, losses or expenses of a general average nature that may be made or incurred and shall pay salvage and special charges incurred in respect of the goods.

If a salving ship is owned or operated by the Carrier, salvage shall be paid for as fully as if the said salving ship or ships belonged to strangers. Such deposit as the Carrier or his agents may deem sufficient to cover the estimated contribution of the goods and any salvage and special charges thereon shall, if required, be made by the goods, Shippers, Consignees or owners of the goods to the Carrier before delivery.

D. War Risks (VOYWAR 2004)

(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; hostilities; revolution; rebellion; civil commotion; warlike operations; laying of mines; acts of piracy; acts of terrorists; acts of hostility or malicious damage; blockades (whether imposed against all vessels or imposed selectively against vessels of certain flags or ownership, or against certain cargoes or crews or otherwise howsoever); by any person, body, terrorist or political group, or the Government of any state whatsoever, which, in the reasonable judgement of the Master and/or the Owners, may be dangerous or are likely to be or to become dangerous to the Vessel, her cargo, crew or other persons on board the Vessel.

(b) If at any time before the Vessel commences loading, it appears that, in the reasonable judgement of the Master and/or the Owners, performance of the Contract of Carriage, or any part of it, may expose, or is likely to expose, the Vessel, her cargo, crew or other persons on board the Vessel to War Risks, the Owners may give notice to the Charterers cancelling this Contract of Carriage, or may refuse to perform such part of it as may expose, or may be likely to expose, the Vessel, her cargo, crew or other persons on board the Vessel to War Risks; provided always that if this Contract of Carriage provides that loading or discharging is to take place within a range of ports, and at the port or ports nominated by the Charterers the Vessel, her cargo, crew, or other persons on board the Vessel may be exposed, or may be likely to be exposed, to War Risks, the Owners shall first require the Charterers to nominate any other safe port which lies within the range for loading or discharging, and may only cancel this Contract of Carriage if the Charterers shall not have nominated such safe port or ports within 48 hours of receipt of notice of such requirement.

(c) The Owners shall not be required to continue to load cargo for any voyage, or to sign Bills of Lading for any port or place, or to proceed or continue on any voyage, or on any part thereof, or to proceed through any canal or waterway, or to proceed to or remain at any port or place whatsoever, where it appears, either after the loading of the cargo commences, or at any stage of the voyage thereafter before the discharge of the cargo is completed, that, in the reasonable judgement of the Master and/or the Owners, the Vessel, her cargo (or any part thereof), crew or other persons on board the Vessel (or any one or more

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Appendix B

of them) may be, or are likely to be, exposed to War Risks. If it should so appear, the Owners may by notice request the Charterers to nominate a safe port for the discharge of the cargo or any part thereof, and if within 48 hours of the receipt of such notice, the Charterers shall not have nominated such a port, the Owners may discharge the cargo at any safe port of their choice (including the port of loading) in complete fulfillment of the Contract of Carriage. The Owners shall be entitled to recover from the Charterers the extra expenses of such discharge and, if the discharge takes place at any port other than the loading port, to receive the full freight as though the cargo had been carried to the discharging port and if the extra distance exceeds 100 miles, to additional freight which shall be the same percentage of the freight contracted for as the percentage which the extra distance represents to the distance of the normal and customary route, the Owners having a lien on the cargo for such expenses and freight.

- (d) If at any stage of the voyage after the loading of the cargo commences, it appears that, in the reasonable judgement of the Master and/or the Owners, the Vessel, her cargo, crew or other persons on board the Vessel may be, or are likely to be, exposed to War Risks on any part of the route (including any canal or waterway) which is normally and customarily used in a voyage of the nature contracted for, and there is another longer route to the discharging port, the Owners shall give notice to the Charterers that this route will be taken. In this event the Owners shall be entitled, if the total extra distance exceeds 100 miles, to additional freight which shall be the same percentage of the freight contracted for as the percentage which the extra distance represents to the distance of the normal and customary route.
- (e) (i) The Owners may effect war risks insurance in respect of the Hull and Machinery of the Vessel and their other interests (including, but not limited to, loss of earnings and detention, the crew and their Protection and Indemnity Risks), and the premiums and/or calls therefor shall be for their account.
- (ii) If the Underwriters of such insurance should require payment of premiums and/or calls because, pursuant to the Charterers' orders, or in order to fulfill the Owners' obligation under this Charter Party, the Vessel is within, or is due to enter and remain within, or pass through any area or areas which are specified by such Underwriters as being subject to additional premiums because of War Risks, then the actual premiums and/or calls paid shall be reimbursed by the Charterers to the Owners within 14 days after receipt of the Owners' invoice. If the Vessel discharges all of her cargo within an area subject to additional premiums as herein set forth, the Charterers shall reimburse the Owners for the actual additional premiums paid which may accrue from completion of discharge until the Vessel leaves such area or areas referred to above. The Owners shall leave the area as soon as possible after completion of discharge.
- (f) 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, delivery or in any 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 which so requires, or any body or group acting with the power to compel compliance with their orders or directions;
- (ii) to comply with the orders, directions or recommendations of any war risks underwriters who have the authority to give the same under the terms of the war risks insurance;
- (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 other port any cargo or part thereof which may render the Vessel liable to confiscation as a contraband carrier;
- (v) to call at any other port to change the crew or any part thereof or other persons on board the Vessel when there is reason to believe that they may be subject to internment, imprisonment or other sanctions;
- (vi) where cargo has not been loaded or has been discharged by the Owners under any provisions of this Clause, to load other cargo for the Owners' own benefit and carry it to any other port or ports whatsoever, whether backwards or forwards or in a contrary direction to the ordinary or customary route.
- (g) If in compliance with any of the provisions of sub-clauses (b) to (f) of this Clause anything is done or not done, such shall not be deemed to be a deviation, but shall be considered as due fulfillment of the Contract of Carriage.

E. Himalaya Clause

It is hereby expressly agreed that no servant or agent of the Carrier (including every independent contractor from time to time employed by the Carrier) shall in any circumstances whatsoever be under any liability whatsoever to the Shipper, Consignee or Owner of the goods or to any holder of this Bill of Lading for any loss, damage or delay of whatsoever kind arising or resulting directly or indirectly from any act, neglect or default on his part while acting in the course of or in connection with his employment and, without prejudice to the generality of the foregoing provisions in this Clause, every exemption from liability, defence and immunity of whatsoever nature applicable to the Carrier or to which the Carrier is entitled hereunder shall also be available and shall extend to protect every such servant or agent of the Carrier acting as aforesaid and for the purpose of all the foregoing provisions of this Clause the Carrier is or shall be deemed to be acting as agent or trustee on behalf of and for the benefit of all persons who are or might be his servants or agents from time to time (including independent contractors as aforesaid) and all such persons shall to this extent be or be deemed to be parties to the contract in or evidenced by this Bill of Lading.