



INTERTANKTIME 80

TANKER TIME CHARTER PARTY

IT IS THIS DAY 19 agreed between 1
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 of 4
 as Owners/Chartered Owners (hereinafter called "Owners") of the motor/turbine tank vessel called 5
 6
 (hereinafter called "the vessel") flying the flag and 7
 8
 9
 of 10
 (hereinafter called "Charterers") that the Owners will let and the Charterers will hire the vessel for the period and 11
 upon the terms and conditions herein contained. 12

PART I

- a) General Description of the vessel: 13
 Subject to the details set out in the Technical Specification referred to in Part II Clause I and attached to 14
 this Charter Party the vessel's main characteristics shall be: 15
 Class: Year Built 16
 Deadweight: metric/long tons 17
 on a saltwater draught on summer marks of 18
 Total cargo tank capacity (100 %): m³ /cu.ft..... 19
 Length overall: m/ ft in. 20
 Beam extreme: m/ ft in. 21
 Heating coils: the vessel shall be fully coiled and capable of maintaining cargo at a temperature of 22
 °C/°F 23
 Cargo pumps: the vessel shall be fitted with main cargo pumps. Rated capacity of 24
 each pump shall be metric/long tons fresh water per hour against a back pressure of 25
 kg./sq.cm./lb./sq.in. at the vessel's cargo manifold. 26
 Speed/Consumption: the average speed of the vessel will not be less than knots when loaded 27
 and knots in ballast on an average daily consumptin of no more than 28
 metric/long tons of fuel oil having a maximum viscosity of 29
 seconds Redwood No. 1 at 100°F/Centistokes at 50°C and 30
 metric/long tons diesel oil for main engine and auxiliaries respectively excluding 31
 heating of cargo and tank cleaning. (See Clause 23.) 32
- b) Cargo: 33
 The vessel is chartered for the purpose of carrying exclusively 34



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.....	35
.....	36
.....	37
No cargo shall be shipped having a Vapour Pressure at 100°F in excess of 13.5/ lb/sq.in.,	38
as determined by the A.S.T.M. Method (Reid) D. 323. (See Clause 29.)	39
Owners shall not be responsible for admixture of oil and leakage if more thangrades or	40
qualities are carried simultaneously. (See Clause 25.)	41
c) Quantities of fuel oil and diesel oil on board on delivery and redelivery shall not be less than, fuel oil	42
..... metric/long tons, diesel oil metric/long tons and shall	43
not exceed, fuel oil metric/long tons and diesel oil	44
metric/long tons. (See Clause 15.)	45
d) The vessel shall be delivered and redelivered with cargo tanks in a proper state for the carriage of	46
.....	47
petroleum products. (See Clause 2A.)	48
e) Period:	49
.....	50
.....	51
..... 14 days more or less at Charterers' option, (See Clause 17B.)	52
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.....	54
..... in Owners' option.	55
Notice(s) to be given.....	56
.....	57
Earliest delivery date	58
Cancelling date	59
..... (See Clause 2A.)	59
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..... per metric/long ton	70
on the vessel's total summer dead weight. (See Clause 3.)	71
i) Hire shall be due and payable in	72
..... (currency)	72
at	73
..... (place)	73
to	74
..... (bank)	74
Account No.	75
for the credit of	76
.....	76
..... (See Clause 3.)	77
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Notify	79
.....	80
.....	80
at	81
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.....	83
..... (See Clause 4.)	84

k) Sum for:	85
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Cables	87
Victualling	88
	(See Clause 10)
l) War cancellation/outbreak of war between two or more of the following countries	89
.....	90
.....	91
.....	92
..... (See Clause 33E.)	93
m) Requisition (See Clause 32.)	94
.....	95
..... government.	96
n) Period between periodical dry-dockings shall not be more than	97
and not less than	98
Vessel last dry-docked	(See Clause 21.) 99
o) Place of Arbitration/Governing Law:	100
Arbitration shall take place in	101
.....	102
This Charter Party shall be governed by	103
..... Law. (See Clause 37.)	104
p) Commission	per cent 105
to	106
..... (See Clause 39.)	107
q) Names and addresses of parties for notices:	108
Owners:	109
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(address)	111
.....	112
(telegraphic address)	(telex) 113
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.....	116
(address)	117
.....	118
(telegraphic address)	(telex) 119
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Special Provisions continued:

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Sample copy

OWNERS

CHARTERERS



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PART II

1.—Condition of Vessel	200
Owners shall, before and at the date of delivery of the vessel under this Charter Party, exercise due diligence to make the vessel	201
A) in every way fit to carry the commodities described in Part I(b); and	202
B) tight, staunch, strong, in good order and condition, in every way fit for the service, with her machinery, boilers and hull in a thoroughly efficient state and with a full and efficient complement of Master, officers and crew for a vessel of her tonnage.	203
Owners warrant that at the date of delivery under this Charter Party the vessel shall be of the description set out in the Technical Specification mentioned in Part I(a) hereof and attached hereto.	204
Owners further undertake that throughout the period of service under this Charter Party they will, whenever the passage of time, wear and tear or any event (whether falling within Clause 28 hereof or not) requires steps to be taken to maintain the vessel as stipulated in Part I(a) hereof and in this clause or to restore the vessel to such condition, exercise due diligence to maintain or restore the vessel as aforesaid.	205
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2.—Delivery and Cancelling/Redelivery	213
(A) The vessel shall be delivered by Owners with cargo tanks as specified in Part I(d) in accordance with Part I(f) at a safe port or place which is not ice-bound and from where she can freely and safely depart without undue delay.	214
If it clearly appears that despite the exercise of due diligence by Owners, the vessel will not be ready for delivery by the cancelling date, and provided Owners are able to state with reasonable certainty the date on which the vessel will be so ready, they may, at the earliest 7 days before the vessel is expected to sail for the port or place of delivery, require Charterers to declare whether or not they will cancel this Charter Party. Should Charterers elect not to cancel or should they fail to reply within 7 days or by the cancelling date, whichever shall first occur, then the 7th day after the expected date of readiness for delivery as notified by Owners shall replace the cancelling date contained in Part I(f). Should the vessel be further delayed, Owners shall be entitled to require further declarations of Charterers in accordance with this clause.	215
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(B) The vessels shall be redelivered to Owners in accordance with Part I(g) at a safe port or place which is not ice-bound and from where she can freely and safely depart without undue delay.	223
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3.—Rate and Payment of Hire	225
Charterers shall pay for the use and hire of the vessel at the rate specified in Part I(h) on the vessel's total summer deadweight, as assigned at the date hereof or ascertained in the case of a newbuilding at the date of delivery to the Owners, per calendar month, and pro rata for any part of a month, commencing at and from the time and date of her delivery as aforesaid, and continuing until the time and date of her redelivery to Owners. The time to be paid for shall be based upon local time at ports of delivery and redelivery.	226
Payment of hire shall be made in accordance with Part I(i) monthly in advance less any expenses disbursed on Owners' behalf and less any hire paid or expenses incurred by Charterers as may reasonably be estimated by them to relate to off-hire periods, and less any amounts due for payment under the terms of Clause 23 hereof, any adjustment to be made at the due date for the next monthly payment after the facts have been ascertained.	227
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4.—Late Payment of Hire	235
In default of punctual payment Owners shall notify Charterers in accordance with Part I(j), whereupon Charterers shall make payment of the amount due within 144 hours of receipt of notification from Owners, failing which Owners shall have the right to withdraw the vessel from the service of Charterers without prejudice to any claim Owners may otherwise have against Charterers under this Charter Party.	236
Payment received in Owners' bank after the due date shall bear interest at the rate specified in Part I(j) which shall be payable by Charterers simultaneously with the next month's hire.	237
As long as a hire instalment is due but not yet paid the Owners shall not be obliged to commence or to continue loading, nor to release bills of lading in respect of any cargo received. In such event the vessel shall remain on hire, and Charterers shall hold Owners harmless for any extra expenditure and for any claim by third parties.	238
The provisions of Clause 13 notwithstanding, any express or implied authority given by Owners to Charterers or their Agents to issue bills of lading on Owners' behalf shall by such default in payment be automatically revoked.	239
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5.—Trade/Lightening at Sea	247
The vessel shall trade in any part of the world between such safe ports, berths or places where she can lie always safely afloat as Charterers shall direct subject to the limits of the current British Institute Warranties and any subsequent amendments thereto.	248
Transfer of oil from and to the vessel to and from another ocean-going vessel made fast alongside or while under way shall be allowed in accordance with the "ICS/OCIMF Ship to Ship Transfer Guide (Petroleum)", provided Owners have been given reasonable notice in advance and only to the extent that such operation is safe. All extra equipment required for such transfer operation shall be provided by Charterers at their expense, Charterers also reimbursing to Owners any additional insurance premiums. The vessel shall remain on hire for any time lost whether directly or indirectly as a result of such transfer operation.	249
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6.—Ice Clause	256
The vessel shall not be ordered to nor be bound to enter any ice-bound port or place or any port or place where lights, lightships, marks and buoys are or are likely to be withdrawn by reason of ice on the vessel's arrival or where there is risk that the vessel will not be able on account of ice to reach the port or place or to depart after completing loading or discharging. If on account of ice the Master considers it dangerous to remain at the loading or discharging port or place for fear of the vessel being frozen in and/or damaged, he has liberty to sail to a convenient open port or place and await Charterers' fresh instructions.	257 258 259 260 261
Any time lost through any of the foregoing causes or on account of the vessel being frozen in shall be for Charterers' account.	262
The vessel shall not be obliged to force ice, nor to follow ice-breakers.	263 264
7.—Owners to Provide	265
Owners shall provide and pay for all provisions, wages, and shipping and discharging fees and all other expenses of the Master, officers and crew; also, except as provided in Clauses 5 and 33 or elsewhere in this Charter Party, to pay for all insurance on the vessel, for all deck, cabin and engine-room stores, and water, except water for the boilers which (unless the vessel is off-hire) is to be supplied and paid for by Charterers; and for all fumigation expenses and deratisation exemption certificates. Owners' obligations under this clause shall 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 aforesaid which Owners are to provide and/or pay for and Owners shall refund to Charterers any sums they or their agents may have paid or been compelled to pay in respect of such liability. Any amounts allowable in General Average for wages and provisions and stores and bunkers shall be credited to Charterers insofar as such amounts are in respect of a period when the vessel is on hire.	266 267 268 269 270 271 272 273 274 275
8.—Charterers to Provide	276
Charterers shall provide and pay for all bunkers, towage and pilotage and shall pay agency fees, port charges (including any charges relating to the period of this Charter Party retroactively imposed), commissions, expenses of loading and discharging cargoes, canal dues and all charges other than those payable by Owners in accordance with the preceding clause hereof (but including any foreign general municipality or state taxes), provided that all charges for the said items shall be paid by Owners when incurred solely for Owners' purposes, whether the vessel is on hire or off hire. Notwithstanding the foregoing provision Owners shall pay for any bunkers used in connection with the preparation for and the dry-docking or repair of the vessel over and above usual tank cleaning during a normal voyage. Owners shall give Charterers the use and benefit of any bunker contracts they may have in force, at home and/or abroad, if so required by Charterers, provided suppliers agree and so far as Owners' contracts of supply allow.	277 278 279 280 281 282 283 284 285
9.—Space Available to Charterers	286
Subject to the International Loadline Convention and provided always that the distribution of cargo, ballast and bunkers is such as to ensure that hull stresses are kept within acceptable limits in accordance with Classification Society's Recommendations, the whole reach, burthen and decks of the vessel shall be at Charterers' disposal, reserving only proper and sufficient space for the vessel's Master, officers and crew, tackle, apparel, furniture, equipment, provisions and stores. The vessel shall load and discharge cargo as rapidly as possible by night as well as by day when required by Charterers or their agents to do so.	287 288 289 290 291
10.—Duties of Master	292
The Master shall prosecute his voyages with the utmost despatch and shall render all reasonable assistance with the vessel's officers and crew and equipment. A sum in accordance with Part I(k) per calendar month (and pro rata for part of a month) shall be paid by Charterers covering overtime, cables and victualling, and this amount shall be paid simultaneously with hire.	293 294 295
11.—Instructions and Logs	296
The Master shall be furnished by Charterers from time to time with all requisite instructions and sailing directions, and shall ensure that full and correct deck and engine logs for the voyage or voyages are kept which shall be open to inspection by Charterers or their agents as required. The Master shall furnish Charterers or their agents when required to do so with a true copy of such logs and with properly completed loading and discharging port sheets and voyage reports for each voyage and other returns as Charterers may reasonably require. Charterers shall be entitled to take copies at Owners' expense of any such documents as are not provided by the Master.	297 298 299 300 301 302
12.—Conduct of the Vessel's Personnel	303
If Charterers shall complain of the conduct of the Master or any of the officers, Owners and Charterers jointly shall immediately investigate the complaint, and if the complaint proves to be well founded, Owners shall, without delay, make any appropriate changes in the appointments.	304 305 306
13.—Bills of Lading/Employment and Indemnity	307
The Master (although appointed by Owners) shall be under the orders and directions of Charterers as regards employment of the vessel, agency and other arrangements. Bills of lading are to be signed at any rate of freight Charterers or their agents may direct, without prejudice to this Charter Party, the Master attending as necessary at the offices of Charterers or their agents to do so. Charterers hereby indemnify Owners against all consequences or liabilities that may arise from the Master, Charterers or their agents signing bills of lading or other documents, or from the Master otherwise complying with Charterers' or their agents' orders, as well as from any irregularities in papers supplied by Charterers or their agents.	308 309 310 311 312 313
14.—Employment of Pilots and Tugboats	314
Owners hereby indemnify 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 Charterers shall be deemed to be the servants and in the service of Owners and under their instructions, but such indemnity shall not exceed the amount to which Owners would have been entitled to limit their liability if they had themselves employed such pilots or tugboats.	315 316 317 318
15.—Bunkers at Delivery and Redelivery	319
Charterers shall accept and pay for all bunkers and boiler water on board at time of delivery, and Owners shall, on the expiry of this Charter Party, pay for all bunkers and boiler water then remaining on board. The price for the bunkers shall be lowest listed prices published by a major oil company prevailing at the times of delivery/redelivery at the respective ports. Quantities of bunkers on board on delivery and redelivery shall be in accordance with Part I(c) unless otherwise agreed. Should the vessel be delivered or redelivered at sea or should there be no such companies at the pertinent port, the party taking over bunkers from the other shall pay the net unit price of the vessel's last main bunkering.	320 321 322 323 324 325

16.—Sub-let	326
Charterers may sub-let the vessel, but shall always remain responsible to Owners for the due fulfilment of this Charter Party.	327 328
17.—Final Voyage	329
(A) PAYMENT: Should the vessel be on her voyage towards the port of redelivery at a time when a payment of hire is due, payment of hire shall be made for such length of time as may reasonably be required to complete the voyage, and when the vessel is redelivered any overpayment shall be refunded by Owners or any underpayment paid by Charterers.	330 331 332
(B) REDELIVERY: Charterers undertake to arrange the vessel's trading so as to permit redelivery within the period and area stipulated in Parts I(e) and I(g). However, should the vessel be sent on a final voyage reasonably calculated to allow redelivery within such period at a port of redelivery as provided by this Charter Party, and the voyage is prolonged for reasons outside Charterers' control, and which they could not reasonably have foreseen or guarded against, Charterers shall have the use of the vessel at the rate and on the conditions of this Charter Party for such extended time as may be required for completion of said voyage and redelivery as aforesaid. For the purposes of this clause, the expression "final voyage" shall be taken to include the ballast trip to the loading port.	333 334, 335 336 337 338 339
18.—Loss of Vessel	340
Should the vessel be lost, hire shall cease at noon on the day of her loss and, should the vessel be missing, hire shall cease at noon on the day on which she was last heard of, and any hire paid in advance and not earned shall be returned to Charterers.	341 342
19.—Laying up	343
Charterers shall have the option of laying up the vessel at an agreed safe port or place for all or any portion of the charter period, in which case hire hereunder shall continue to be paid, but there shall be credited against such hire the whole amount which Owners shall save, or reasonably should save having regard inter alia to the envisaged length of the lay-up period and the time of re-entry into service indicated by Charterers, during such period of lay-up through reduction in expenses. Charterers shall reimburse Owners for any extra expenses incurred by them as a result of such lay-up.	344 345 346 347 348
Should Charterers, having exercised the option granted hereunder, desire the vessel again to be put into service, Owners shall, upon receipt of written notice from Charterers to such effect, immediately take steps to restore the vessel to service as promptly as possible. The option granted to Charterers hereunder may be exercised one or more times during the currency of this Charter Party.	349 350 351 352
20.—Off-Hire	353
In the event of loss of time arising from interruption in the performance of the vessel's service or from reduction in the speed of the performance thereof or in any other manner due to deficiency of personnel or stores, repairs, breakdown (whether partial or otherwise) of machinery or boilers, collision or stranding or accident or damage to the vessel or any other cause preventing the efficient working of the vessel; or due to strikes or refusal to sail or breach of orders or neglect of duty on the part of the Master, officers or crew; or for the purposes of obtaining medical advice or treatment for or landing any sick, injured or dead person (other than a person carried at Charterers' request); 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.	354 355 356 357 358 359 360
In the event of the vessel deviating (which expression includes putting back, or putting into any port or place other than that to which she is bound under the instructions of 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 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 such allowance being calculated by reference to the vessel's description as per Part I(a). In the event of the vessel, for any cause or any purpose previously mentioned in this clause, putting into any port other than the port to which she is bound on the instructions of Charterers, the port charges, pilotage and other expenses at such port shall be borne by Owners. 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 Charterers' account.	361 362 363 364 365 366 367 368 369 370
In the event of detention of the vessel by authorities at home or abroad in consequence of legal action against Owners (unless brought about by the act or neglect of Charterers), whereby the vessel is rendered unavailable for Charterers' service, the vessel shall be off hire until the service can again be resumed.	371 372 373
Time lost by the vessel gas freeing for repairs and in and waiting her turn to enter drydock shall, irrespective of duration, count as off-hire, unless otherwise provided in this Charter Party.	374 375
Any time during which the vessel is off-hire under the terms of this Charter Party shall count as part of the charter period.	376
21.—Periodical Dry-Docking	377
It is agreed that, within the period stipulated in Part I(n) since the vessel was last dry-docked, and at the expiry thereafter of similar periods of use under this Charter Party, Charterers shall, upon receiving 3 months notice from Owners, offer to place the vessel at Owners' disposal free of cargo for the purpose of dry-docking at a port having accommodation suitable and available for the purpose: and Owners shall then at their expense put the vessel into dry-dock for cleaning, painting, survey, routine repairs and maintenance.	378 379 380 381 382
Notwithstanding the provision in Clause 20 as to time lost by the vessel gas-freeing, time lost and expenses incurred in making tanks free of gas for the purpose of dry-docking as per this clause shall be for account of Charterers provided Owners shall have exercised due diligence to make the tanks free of gas before the arrival of the vessel at the dry-docking port or as soon as practicable thereafter. The vessel shall be off hire from the time of arrival at or off the dry-docking port or from arrival at the dry-docking 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 on hire. (See Clause 38A). The vessel shall remain off hire until she is again in every way ready to resume Charterers' service at the position at which the off-hire period commenced, or at a position not less favourable to Charterers.	383 384 385 386 387 388 389 390
Owners shall be entitled to demand that dry-docking shall take place at a port in Owners' option instead of at the port named by Charterers. In such case, the above provisions shall apply, but Owners shall bear any additional expenses and loss of time caused thereby.	391 392 393

22.—Repair and Maintenance	394
Notwithstanding the provisions of Clause 20 hereof, loss of time due to any of the reasons specified therein or to cleaning of boilers and/or opening up of pistons and/or overhauling of engines shall be allowed on hire between the commencement of the charter period and the first periodical dry-docking as provided for in Clause 21 hereof and thereafter between each consecutive periodical dry-docking up to a total calculated at the rate of 72 hours per year and pro rata for part of a year from the commencement of the charter period, it being understood that Owners shall be entitled to offset any unused portion of such allowance against off-hire time in dry-dock under this Charter Party.	395 396 397 398 399 400
23.—Performance	401
Further to the warranties contained in this Charter Party, but always subject to the provisions of this clause, Owners guarantee that the speeds loaded and in ballast of the vessel and its bunker consumption will be as stated in Part I(a).	402 403
The vessel's speed and consumption of fuel and diesel oil will be reviewed at the end of each 12 months, or other lesser period as appropriate, by reference to the observed distance travelled from pilot station to pilot station on all sea passages and over the whole of the time when the vessel is on hire during such passages otherwise than as provided in Clause 22 hereof, and provided always that the following shall be excluded from all consideration for the purposes of this clause:	404 405 406 407
A) any day on which winds of Beaufort force 7 or above are encountered for more than 6 hours,	408
B) any time during which speed is deliberately reduced to comply with Charterers' requirements,	409
C) any time during which the vessel's speed is deliberately reduced for reasons of safety while navigating within narrow waters having due regard to the vessel's size and draught or when assisting a vessel in distress,	410 411
D) any complete sea passage of less than 12 hours.	412
If in respect of any such review period it is found that the vessel's speeds have fallen below or improved upon the average speeds herein guaranteed, hire shall be reduced or increased as may be appropriate by an amount equivalent to the loss or gain in time involved, and if in respect of any such review period it is found that the vessel's fuel and/or diesel consumption has been greater or smaller than if the vessel had performed as guaranteed herein, hire shall be reduced or increased as may be appropriate by an amount equivalent to the cost or savings to Charterers resulting from such increase or reduction.	413 414 415 416 417
Reduction of hire under the foregoing provisions shall be without prejudice to any other remedy available to Charterers.	418
In the event that the vessel has in compliance with Charterers' instructions lain at or off one or more ports or places for more than 30 days within any 60-day period, then the provisions of this clause shall cease to apply until after the vessel returns to service following its next dry-docking. Should Charterers so wish they may require Owners to dry-dock the vessel prematurely for bottom cleaning and painting, and in such event all costs and charges thereby incurred shall be for Charterers' account and the vessel shall remain on hire.	419 420 421 422 423
24.—Slow Speed Steaming	424
Charterers shall be entitled from time to time to instruct the vessel to proceed at reduced speed for economic or other reasons subject to prior consultation with Owners concerning the characteristics of the vessel and its machinery in this respect. Charterers shall always indemnify Owners and hold them harmless against all consequences or liabilities towards third parties resulting from such instructions. Further, the provisions of Clause 23 hereof shall cease to apply throughout the currency of such instructions, except that Owners shall be entitled to recover from Charterers any bonus which, but for such instructions, would otherwise have been earned by Owners under the provisions of the said Clause 23.	425 426 427 428 429 430
25.—Tanks	431
Owners undertake to exercise due diligence to ensure that the tanks, valves and pipelines are oil-tight at the commencement of this Charter Party, and further Owners shall exercise due diligence to ensure that the tanks, valves and pipelines are maintained in this condition during the charter period, but subject to the above and always provided stowage is in accordance with the vessel's natural segregation, Owners are not to be responsible for admixture of oil and leakage if more qualities or grades are shipped than are specified in Part I(b).	432 433 434 435 436
26.—Salvage	437
All salvage and all proceeds from derelicts shall be divided equally between Owners and Charterers after deducting the Master's, officers' and crew's share, hire of vessel for time lost and cost of bunkers consumed and all other expenses incurred. Subject as aforesaid, and subject to the provisions of Clause 20 hereof, all loss of time and all expenses (excluding any damage to or loss of the vessel) incurred in saving or attempting to save life or in standing by vessels in distress and in unsuccessful attempts at salvage shall be borne by Charterers, provided that Charterers shall not be liable to contribute towards any salvage payable by Owners arising in any way out of services rendered under this clause.	438 439 440 441 442 443
Delay or expenses solely for the purpose of saving property shall not be incurred by the Master before prior approval from Charterers has been obtained.	444 445 446
27.—Lien	447
Owners shall have a lien upon all cargoes and all freights for any amounts due under this charter; and Charterers shall have a lien on the vessel for all moneys paid in advance and not earned, and for all claims for damages arising from any breach by Owners of this Charter Party. 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 Owners in the vessel.	448 449 450 451
28.—Exceptions	452
Save that Part I (a), (b), (e) and Clauses 1 and 23 hereof shall be unaffected hereby, the vessel, the Master and Owners shall not, unless otherwise in this Charter Party expressly provided, be responsible for any loss or damage arising or resulting from any act, neglect or default of the Master, pilots, mariners or other servants of Owners in the navigation or management of the vessel; fire, unless caused by the actual fault or privity of Owners; collision or stranding; dangers and accidents of the sea; explosion, bursting of boilers, breakage of shafts or any latent defect in hull, equipment or machinery. And neither the vessel, the Master or Owners, nor Charterers shall, unless otherwise in this Charter Party expressly provided, be responsible for any loss or damage or delay or failure in performance hereunder arising or resulting from Act of God, act of war, seizure under legal process, quarantine restrictions, strikes, lockouts, riots, civil commotions and arrest or restraint of princes, rulers or people. The vessel shall have liberty to sail with or without pilots, to tow or go to the assistance of vessels in distress or to stand by or to deviate for the purpose of saving life or property, always subject to Clause 26. This clause is not to be construed as in any way affecting the provisions for cessation of hire as provided in this Charter Party.	453 454 455 456 457 458 459 460 461 462 463

29.—Injurious Cargoes	464
No acids, explosives or cargoes injurious to the vessel shall be shipped, nor shall any voyage be undertaken, nor goods or cargoes be loaded, that would involve risk of seizure or capture or penalty imposed by any rulers or governments, and without prejudice to the foregoing any damage to the vessel and/or loss of time caused by the shipment of any such cargo as aforesaid shall be at Charterers' risk and expense, and the time taken to repair such damage shall be for Charterers' account.	465 466 467 468
30.—Grade of Bunkers	469
Charterers shall supply suitable bunkers for the vessel's requirements, the viscosity of which shall not exceed that stated in Part I(a). If Owners require the vessel to be supplied with more expensive bunkers, they shall be liable for the extra cost thereof. However, diesel oil may be used in the main engine for the purpose only of manoeuvring in narrow waters or within port limits or for reasons of safe navigation, and Owners warrant that in such circumstances the vessel's rate of consumption of diesel oil will not exceed that given in Part I(a) for fuel oil.	470 471 472 473 474
31.—Disbursements	475
Should the Master require advances and commission thereon for ordinary disbursements at any port, Charterers or their agents shall make such advances to him, in consideration of which Owners shall pay a commission of 1.5 per cent, and all such advances shall be deducted from hire.	476 477 478
32.—Requisition	479
Should the vessel be requisitioned by the government specified in Part I(m) during the period of this Charter Party, the vessel shall be deemed to be off-hire during the period of such requisition, and any hire paid by the said government in respect of such requisition period shall be retained by Owners. The period during which the vessel is under requisition to the said government shall count as part of the period provided for in Part I(e) of this Charter Party.	480 481 482 483
33.—War	484
(A) Unless the consent of Owners be first obtained, the vessel shall not be ordered nor continue to any port or place or on any voyage nor be used on any service which will bring the vessel within a zone which is dangerous as a result of any actual or threatened act of war, war, hostilities, warlike operations, acts of piracy or of hostility of malicious damage against this or any other vessel or its cargo by any person, body or State whatsoever, revolution, civil war, civil commotion or the operation of international law, nor be exposed in any way to any risks or penalties whatsoever consequent upon the imposition of Sanctions, nor carry any goods that may in any way expose her to any risks of seizure, capture, penalties or any other interference of any kind whatsoever by the belligerent or fighting powers or parties or by any Government or Rulers.	485 486 487 488 489 490 491
(B) Should the vessel approach or be brought or ordered within such zone, or be exposed in any way to the said risks,	492
(1) Owners to be entitled to insure their interest in the vessel for such terms as they deem fit up to its open market value and also in the hire against any of the risks likely to be involved thereby, and Charterers shall make a refund on demand of any additional premium thereby incurred, and	493 494 495
(2) Notwithstanding the terms of Clause 20 hire shall be payable for all time lost including any loss owing to loss or injury to the Master, officers or crew or to refusal by the Master, officers or crew to proceed to such zone or to be exposed to such risks.	496 497 498
(C) In the event of the wages of the Master and/or officers and/or crew and/or the cost of provisions and/or stores for deck and/or engine room and/or insurance being increased by reason of or during the existence of any of the matters mentioned in Section (A) the amount of any increase shall be added to the hire and paid by Charterers on production of Owners' account therefor, such account being rendered monthly.	499 500 501 502
Furthermore, notwithstanding any other provision of this Charter Party, any war bonus payable to Master and/or officers and/or crew shall be for Charterers' account.	503 504
(D) The vessel shall have liberty to comply with any orders or directions as to departure, arrival, routes, ports of call, stoppages, destination, delivery or in any other way whatsoever given by the Government of the nation under whose flag the vessel sails or any other Government or any person (or body) acting or purporting to act with the authority of such Government or by any committee or person having under the terms of the war risks insurance on the vessel the right to give any such orders or directions.	505 506 507 508 509
(E) In the event of the outbreak of war (whether there be a declaration of war or not) between any of the countries mentioned in Part I(l) or in the event of the nation under whose flag the vessel sails becoming involved in war (whether there be a declaration of war or not) either Owners or Charterers may terminate this Charter Party, whereupon Charterers shall redeliver the vessel to Owners in accordance with Part I(d) if it has cargo on board after discharge thereof at destination or if debarrd under this clause from reaching or entering it at a near open and safe port or place as directed by Owners, or if the vessel has no cargo on board, at the port or place at which it then is or if at sea at a near, open and safe port or place as directed by Owners. In all cases hire shall continue to be paid in accordance with Part I (h) and (i) and except as aforesaid all other provisions of this Charter Party shall apply until redelivery.	510 511 512 513 514 515 516 517
(F) If in compliance with the provisions of this clause anything is done or is not done, such shall not be deemed to be a deviation.	518
Charterers shall procure that all bills of lading issued under this Charter Party shall contain the stipulations contained in Sections (A), (D) and (F) in this clause.	519 520
34.—Both to Blame	521
Charterers shall procure that all bills of lading issued under this Charter Party shall include the following clause:	522
"If the ship 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 Owners in the navigation or in the management of the vessel, the owners of the cargo carried hereunder will indemnify Owners 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 and recovered by the other or non-carrying vessel or her owners as part of their claim against the carrying vessels or Owners.	523 524 525 526 527 528 529
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."	530 531

35.—General Average/New Jason Clause	532
General Average shall be adjusted in London according to the York/Antwerp Rules, 1974.	533
Charterers shall procure that all bills of lading issued under this Charter Party shall contain a provision to this effect, together with the following:	534
"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, Owners are not responsible, by statute, contract or otherwise, the cargo, shippers, consignees or owners of the cargo shall contribute with Owners in General Average to the payment of any sacrifice, loss or expenses of a General Average nature that may be made or incurred and shall pay salvage and special charges incurred in respect of the cargo.	535
If a salving vessel is owned or operated by Owners, salvage shall be paid for as fully as if the said salving vessel or vessels belonged to strangers. Such deposit as Owners, or their agents, may deem sufficient to cover the estimated contribution of the cargo and any salvage and special charges thereon shall, if required, be made by the cargo, shippers, consignees or owners of the cargo to Owners before delivery."	536
Hire shall not contribute to General Average and Charterers shall indemnify Owners for any General Average contribution levied on them in respect of freight and/or hire.	537
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36.—Paramount Clause	547
Charterers shall procure that all bills of lading issued under this Charter Party shall contain the following clause Paramount:	548
"(A) The Hague Rules contained in the International Convention for the Unification of certain Rules relating to Bills of Lading, dated Brussels the 25th August 1924 as enacted in the country of shipment shall apply to this contract. When no such enactment is in force in the country of shipment, the corresponding legislation of the country of destination shall apply, but in respect of shipments to which no such enactments are compulsorily applicable, the terms of the said Convention shall apply.	549
(B) In trades where the International Brussels Convention 1924 as amended by the Protocol signed at Brussels on February 23rd, 1968 — The Hague-Visby Rules — apply compulsorily, the provisions of the respective legislation shall be considered incorporated in this Bill of Lading.	550
(C) In any event, as regards the period before loading and after discharge and while the cargo is in the charge of another carrier, the Carrier makes all reservations possible under such legislation."	551
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37.—Arbitration and Governing Law	559
Any dispute or difference arising out of this Charter Party shall be referred to arbitration in London (unless otherwise specified in Part I(o)) to the arbitrament of three persons, one to be appointed by each of the parties hereto and the third by the two so appointed. Their decision, or that of any two of them, shall be final and binding upon the parties, and for the purpose of enforcing any award this agreement and any such award may be made a rule or order or judgment of the Court without the merits of the dispute or difference being re-opened. This Charter Party shall be governed by English Law unless otherwise specified in Part I(o).	560
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38.—Avoidance of Oil Pollution	566
(A) Clean Seas: Charterers agree to participate in Owners' oil pollution avoidance policy as set out below. Such policy aims to prevent the discharge into the sea of all oily water, oily ballast or oil in any form of a persistent nature, except under extreme circumstances whereby the safety of the vessel, cargo or life would be imperilled.	567
The Master will be instructed by Owners to retain on board the vessel after discharge all oily residues from consolidated tank washings, dirty ballast and the like in a compartment. All water settling out to be discharged overboard.	568
Charterers will instruct the Master to pump the remaining oil residues ashore at the loading or discharging terminal either as segregated oil or as dirty ballast or commingled with cargo whichever may be possible for Charterers to arrange in each case.	569
The vessel to be on hire during such operations and any expenses incurred to be for Charterers' account.	570
Should it be determined by Charterers that the residues are to be commingled with cargo or segregated on board Owners agree to instruct the Master to furnish Charterers with a report giving details of the quantity of oil residues. Charterers shall in no case claim loss of deadweight if they determine that the residues are to be kept on board, whether segregated or not.	571
Any expenses or loss of time incurred by reason of carrying the residues on board including but not limited to canal transits shall be for Charterers' account.	572
Owners' oil pollution avoidance policy shall also apply during off-hire periods within the terms of this Charter Party including the preparing of cargo tanks for dry-docking and repairs. In the latter case, Charterers to bear the cost for the disposal of residues and the vessel to be on hire should delays/deviations occur in the disposal of cargo into a reception facility.	573
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(B) Tovalop: Owners warrant that the vessel is a Participating Tanker in Tovalop and will so remain during this Charter, provided however that nothing herein shall prevent Owners, upon prior notice to Charterers, from withdrawing from Tovalop under Clauses III (B) or X thereof, and provided further that upon any withdrawal under Clause III (B) or under Clause X, following an amendment to Tovalop which does not materially increase the obligations of the Parties thereunder, Charterers shall have the option to terminate this Charter.	583
When an escape or discharge of Oil occurs from the vessel and causes or threatens to cause Pollution Damage, or when there is the threat of an escape or discharge of Oil (i.e. a grave and imminent danger of the escape or discharge of Oil which, if it occurred, would create a serious danger of Pollution Damage), then Charterers may, at their option, upon notice to Owners or Master, undertake such measures as are reasonably necessary to prevent or minimise such Damage or to remove the threat, unless Owners promptly undertake the same. Charterers shall keep Owners advised of the nature and result of any such measures taken by them, and if time permits, the nature of the measures intended to be taken by them. Any of the aforementioned measures taken by Charterers shall be deemed taken on Owners' authority and as Owners' agent, and shall be at Owners' expense except to the extent that:	584
(1) any such escape or discharge of threat was caused or contributed to by Charterers, or	585
(2) by reason of the exceptions set out in Article III, paragraph 2, of the 1969 International Convention on Civil Liability for Oil Pollution Damage, Owners are or, had the said Convention applied to such escape or discharge or to the threat, would have been exempt from liability for the same, or	586
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(3) the cost of such measures together with all other liabilities, costs and expenses of Owners arising out of or in connection with such escape or discharge or threat removal exceeds One Hundred and Sixty U.S. Dollars per ton or Sixteen Million Eight Hundred Thousand U.S. Dollars, whichever is the lesser, save insofar as Owners shall be entitled to recover such excess under either the 1971 International Convention on the Establishment of an International Fund for Compensation for Oil Pollution Damage or under CRISTAL;	600 601 602 603
PROVIDED ALWAYS that if Owners in their absolute discretion consider said measures should be discontinued, Owners shall so notify Charters and thereafter Charterers shall have no right to continue said measures under the provisions of this Clause and all further liability to Charterers under this Clause shall thereupon cease.	604 605 606 607
(C) Financial Responsibility: Owners by production of a Certificate of Insurance or otherwise shall satisfy the requirements of:	608 609
(1) Section 311(p) of the United States Federal Water Pollution Control Act Amendments of 1972 (Public Law 92-500) but only as regards oil; and	610 611
(2) Article VII of the International Convention on Civil Liability for Oil Pollution Damage, 1969, as far as applicable; and the vessel shall at any time carry on board the necessary valid certificate(s) in compliance with the said legislation and convention and Charterers shall in no case be liable for loss of time as a result of Owners' failure to obtain and present such certificates to competent authorities.	612 613 614 615 616
Save as aforesaid Owners shall not be required to establish or maintain financial security or responsibility in respect of oil or other pollution damage unless and to the extent Owners are covered under their normal P & I insurance to enable the vessel lawfully to enter, remain in or leave any port, place, territorial or contiguous waters of any Country or State or territory in performance of this Charter Party and provided the vessel's P & I Club is willing and able to establish evidence of such financial security and/or responsibility; and further if the vessel is ordered to any such port, place, territorial or contiguous waters, it shall not be obliged to proceed thereto and Owners shall be entitled to require Charterers to give alternative orders unless Charterers themselves establish the required financial security or responsibility.	617 618 619 620 621 622
39.—Commission	623
A commission as stated in Part I(p) is payable by the Owners on hire earned and paid under this Charter Party, and also upon any continuation or extension of this Charter Party.	624 625
Should the parties agree to cancel the Charter Party, Owners to indemnify the Brokers against any loss of commission but in such case the commission not to exceed the brokerage on one year's hire.	626 627
Commission shall be adjusted for bonus or penalty payments made in respect of speed under Clause 23 hereof. No such adjustment shall be made in respect of bonus or penalty payments in respect of bunkers.	628 629



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INTERTANKTIME 80

TECHNICAL SPECIFICATION

1. (a) Vessel's Name
- (b) Yard and No.
- (c) Year Built

2. TONNAGE

- (a) Deadweight (Classified Summer Freeboard) M/L Tons
- (b) Gross Reg. Tons
- (c) Net Reg. Tons
- (d) Suez Canal Net Tonnage
- (e) Panama Canal Net Tonnage

3. DIMENSIONS

- (a) Length Overall m/ft. in
- (b) Length between Perpendiculars "
- (c) Beam Extreme "
- (d) Draft fully laden in salt water on Classified Summer Freeboard "
- (e) Moulded Depth "
- (f) Lightweight M/L Tons

4. MACHINERY

- (a) Type of Propelling Machinery & Make
- (b) Maximum rated B.H.P. at R.P.M. Maximum rated S.H.P. at R.P.M.
- (c) Normal service B.H.P. at R.P.M. Normal service S.H.P. at R.P.M.

5. BOILER AND STEAM OUTPUT

- (a) Number and type of boilers
- (b) Maximum steam output available Kg. per hr.
- (c) (Steam Ships only) Normal service output corresponding to 4 (c) Kg. per hr.
- (d) Estimated steam required to maintain cargo heating in accordance with Part I (a) of the Charter Party Kg. per hr.
- (e) Estimated steam required in port of auxiliaries and vessel's services including deck machinery Kg. per hr.
- (f) Estimated steam required for driving all cargo and ballast pumps as per item 9 and 11 Kg. per hr.

6. BUNKERS

- (a) Grade of Bunkers Main Engine
- (b) Grade of Bunkers Auxiliaries
- (c) Maximum rates at which lines will receive bunkers Fuel Diesel
M/L.T.P.H. M/L.T.P.H.
- (d) Bunker consumption per M/L ton of water evaporated M/L Tons
- (e) Capacity of bunker tanks (100% Full) m³/cu.ft. m³/cu.ft.
- (f) Additional information



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7. FRESH WATER

- (a) Is vessel equipped with fresh water evaporating capacity (and sterilizing equipment where necessary) sufficient to meet all needs of boilers, washing and drinking purposes?
- (b) Capacity of water tanks M/L Tons
- (c) Daily consumption of boilers M/L Tons
- (d) Daily consumption other purposes M/L Tons
- (e) Evaporator capacity per day M/L Tons

LOADING/DISCHARGING ARRANGEMENTS

8. CARGO TANKS

- (a) Number of compartments (Including slop tank)
- (b) Are the cargo tanks coated? Type of coating'
- (c) Total capacity (100 %) m³/cu.ft.
- (d) Number of grades can segregate with two valve separation
- (e) Vapour pressure of cargo not to exceed 13.5/.....
lb/sq.in. at 100° F. as determined by the A.S.T.M. Method (Reid) D. 323
- (f) Type and particulars of inert gas system

9. CARGO PUMPS

- (a) Number
- (b) Make
- (c) Type & Number of Stages
- (d) Manufacturers designed rated capacity of each pump in cubic metres per hour and corresponding head in metres m³ P.H.
at m/head
- (e) Capacity of each pump in M/L tons fresh water per hour against a back pressure of kg/sq.cm/lb./sq.in at vessel's cargo manifold M/L Tons
- (f) Estimated steam consumption of each pump when discharging as above Kg. P.H.

10. STRIPPING PUMPS

- (a) Number and size
- (b) Design capacity of each pump in cubic metres per hour and discharge pressure at the pump at m³ P.H.
Kgs. per sq.cm

11. BALLASTING SYSTEM

- (a) Is vessel equipped with separate ballasting system?
- (b) State percentage of vessel's summer deadweight separate system can contain ... %
- (c) Number of pumps for handling ballast as in (b)
- (d) Designed rated capacity of each pump in cu. metres/hr. & design head at pump corresponding to this capacity m³ P.H. metres
- (e) Estimated steam consumption of each pump when discharging to capacity as 11 (d) above Kg. P.H.

12. CARGO LOADING PERFORMANCE

- (a) Maximum rate at which vessel can load homogeneous cargo
- (b) Maximum rate at which vessel can load each grade when loading two grades simultaneously

(Continued)

13. CARGO AND BUNKERING MANIFOLDS

- (a) Distance from stern to centre of manifold
- (b) Distance from bow to centre of manifold
- (c) Distance of manifold flanges from ship's side
- (d) Height of centres of flanges above deck or working platform
- (e) Distance between centres of manifold flanges
- (f) Specify number and size of reducing pieces on board
-
-
-
- (f) Number of loading/discharging lines can connect on each side
- (g) Number and position of bunkering connections relative to loading/discharging manifolds
- (h) Is vessel fitted with stern loading/discharging line for cargo ?
- (i) Is vessel fitted with stern loading line for bunkers ?
- (j) State number of grades of cargo vessel can load/disharge simultaneously through amidship connection with two valve separation without risk of contamination

Grades

14. HEATING COILS

- (a) Type of coils and material of which manufactured
- (b) Ratio of tank heating surface/volume:
- (1) Centre tanks
- (2) Side tanks
- (c) Height of coils from tank bottoms
- (d) State source of steam for cargo heating (e.g. steam/steam generator or external desuperheater) and maximum output available

m²/m³
m²/m³

Kg. per hr.

15. SLOP TANKS AND TANK CLEANING

- (a) Capacity of slop tank(s)
- (b) Type of tank cleaning equipment fitted
- (c) Type of gas extraction equipment fitted
-

16. MOORING AND LIFTING EQUIPMENT

- (a) Type of Mooring equipment.
-
-
-
- (b) Holding power of each mooring winch
- (c) Safe working load of derricks in way of manifold
- (d) Safe working load of derricks or davit on poop deck for handling stern line

M/L Tons

M/L Tons

M/L Tons

17. GENERAL

- (a) Are hull stress calculators fitted ?
- (b) Cubic capacity of forehold
- (c) Is forehold registered for volatile cargoes ?
- (d) Radio equipment
- and Call letters
- (e) Type of Radio Telephone fitted
- (f) Type of Automatic Pilot fitted
- (g) Type of Echo Sounder fitted

(Continued)

- (h) Type of Radar fitted
- (i) Is DECCA Navigator/Loran C fitted?
- (j) Is submerged log fitted?
- (k) Are any auxiliaries run on gasoil?
If so give details of consumption
- (l) Is vessel capable of passing, and fitted, for Suez and Panama Canal transits,
if so, for what grades of cargoes?
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N.B. When submitting this Form the following plans should be attached: -

- (1) General Arrangement Plan Including Loading Scale
- (2) Detailed Cargo Manifold Arrangement Drawing
- (3) Pumping Arrangement Plan
- (4) Plan of Cargo Tank Ventilating System
- (5) Manufacturers Characteristic Curves of Pumps if Centrifugal Pumps installed.

Dated

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