

TANKER VOYAGE CHARTER PARTY



TANKERVOY 87

\_\_\_\_\_, 19\_\_\_\_\_  
(place) (date)

IT IS THIS DAY AGREED between ..... 1  
 ..... of ..... owners/disponent owners/chartered owners ("Owners") of 2  
 the motor/turbine tank vessel called ..... ("the vessel") flying the ..... flag and 3  
 ..... 4  
 ("Charterers") that the transportation herein provided for will be performed subject to the terms and conditions of this Charter which 5  
 includes Part I and Part II. If there is any conflict between the provisions of Part I and those of Part II, the provisions of Part I shall prevail. 6

PART I

(A) Vessel's	Owners undertake that at the date of this Charter the vessel is/has:	7
Description	(i) Class .....	8
	(ii) Deadweight ..... tonnes/long tons on a saltwater draft on summer marks of .....	9 10
	(iii) Length overall ..... m/ft. Beam extreme ..... m/ft.	11 12
	(iv) Deadweight available for cargo ..... tonnes/long tons ... per cent more or less in Owners' option.	13
	(v) Cubic capacity for cargo ..... m <sup>3</sup> /ft <sup>3</sup> . (at 98%) including slop tank(s) with a cubic capacity of ..... m <sup>3</sup> /ft <sup>3</sup> . (at 98%).	14 15
	(vi) Carried or will have carried the following last three cargoes before commencement of this Charter:	16
	Last: .....	17
	Second last: .....	18
	Third last: .....	19
	(vii) Fully fitted with heating equipment in all cargo tanks capable of maintaining the cargo at all times at a maximum temperature of ..... °C/ ..... °F. at a minimum sea temperature of ..... °C/ ..... °F.	20 21 22
	(viii) Provided shore facilities permit, capable of maintaining a pressure of 100 PSI at vessel's manifold or of discharging a full and complete cargo within 24 hours. If crude oil washing ("COW") is performed, maximum further time for discharging a full and complete cargo is ... hours. (see Clause 11(b)).	23 24 25
	(ix) On board, all papers and certificates required by any applicable law in force at the date hereof to allow performance of the chartered service.	26 27
	(x) Equipped with ..... derricks or cranes with a maximum safe working load of ..... tons each for lifting submarine hoses to the vessel's port and starboard manifolds.	28 29
	(xi) Internal tank coating as follows:	30 31 32
	(xii) Equipped with a fully functional Inert Gas System complying with the 1978 Protocol to the 1974 Convention on Safety of Life at Sea as applied to any area to which the vessel can be ordered under this Charter.	33 34
	(xiii) Equipped with a fully functional Crude Oil Washing System complying with the International Convention for the Prevention of Marine Pollution 1973 as modified by its Protocol of 1978 ("MARPOL 73/78"), and with officers and crew experienced in the operation of such a system.	35 36 37
(B) Vessel's	Expected readiness to load:	38
Position	Commitments prior to commencement of this Charter:	39 40
(C) Description		41
of Cargo		42
	in Charterer's option.	43
	Cargo not to be loaded at a temperature exceeding: ..... °C/ ..... °F.	44



The Baltic & International  
Maritime Council (BIMCO)  
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DENMARK



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(D)	Loading Port(s) or Range(s)	45 46 47
	in Charterers' option.	
(E)	Discharging Port(s) or Range(s)	48 49 50
	in Charterers' option.	
(F)	Laydays shall not commence before noon (local time) on .....	51
	unless with Charterers' consent.	
(G)	Cancelling: Noon (local time) on:	52
(H)	Except as otherwise stated or required by the context of this Charter, all terms and conditions of the current scale of nominal tanker freight rates published by the Worldscale Association (London) Ltd and the Worldscale Association (NYC) Inc. as in force on the date of commencement of loading ("Worldscale") shall apply.	53 54 55
(I)	Laytime .....	56
	running hours.	
(J)	(i) Freight rate shall be ..... per cent of the applicable rate of Worldscale per ton.	57
	The following particulars shall be completed if Clause 35 (Speed) is to apply:	58
	(ii) Basic performance speed ..... knots ("Base Speed").	59
	(iii) Maximum higher speed which can be ordered ..... knots ("Maximum Speed").	60
	(iv) Freight rate increase ..... Worldscale percentage points per knot of ordered speed increase ("Speed-up Factor").	61 62
(K)	Freight shall be due and payable:	63
	(when payable) on .....	64
	(payee and account) to .....	65
	.....	66
	(bank/address) at .....	67
	(currency) in .....	68
(L)	The demurrage rate per day or pro rata shall be:	69
	(i) ..... percent of Worldscale based on either:	70
	(a) the vessel's summer deadweight or	71
	(b) the bill of lading quantity on sailing from the last loading port plus ..... tons (up to a maximum of the vessel's summer deadweight) or	72 73
	(ii) ..... US Dollars	74
(M)	General average shall be adjusted in	75
(N)	The vessel is entered for P & I risks with .....	76 77
	and shall remain so entered during the currency of this Charter.	78
(O)	Time limit for presentation of demurrage claims referred to in Clause 19 is ..... days.	79
(P)	Is Clause 7 to apply. YES/NO.	80

Sample copy

IN WITNESS WHEREOF Owners and Charterers have caused this Charter consisting of a preamble and Parts I and II to be executed the day and year first above written.

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For OWNERS

For CHARTERERS

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\_\_\_\_\_

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Part II commences line 101

**TANKERVOY 87**  
**PART II**

Condition of Vessel	1.	The vessel's class as specified in Part I shall be maintained during the currency of this Charter.	101		
	The Owners shall:		102		
	(a)	before and at the beginning of the loaded voyage exercise due diligence to make the vessel seaworthy and in every way fit for the voyage, with her tanks, valves, pumps and pipelines tight, staunch, strong and in good order and condition and with a full and efficient complement of master, officers and crew for a vessel of her type, tonnage and flag;	103		
	(b)	from the time the vessel is first under an obligation to proceed to a loading place under this Charter and throughout the voyage have the responsibilities and immunities set out in and as incorporated by Clause 26.	104 105 106 107 108 109		
Nomination / Renomination	2.	Charterers shall nominate loading and discharging ports or places and shall have the option of ordering the vessel to a safe port or place en route to loading or discharging ranges for orders. All such nominations or orders shall be made in sufficient time to avoid any delay or deviation to the vessel.	110 111 112		
		If after loading or discharging ports or places have been nominated, Charterers desire to vary them, Owners agree to issue such revised instructions as are necessary to give effect to Charterers' revised orders. Any nomination, revised instructions or orders to a port or place for orders pursuant to this Clause shall be consistent with Part I (D) and (E).	113 114 115		
		Charterers hereby warrant that on each and every occasion that they issue orders hereunder they will have the authority of bill of lading holders to give such orders and that such bills of lading will not be transferred to any person who does not concur therein.	116 117 118		
		Charterers shall reimburse Owners for any expenses resulting from late nomination or for any delay or deviation as a result of any revision of orders including additional bunkers consumed at the cost of the bunkers last taken by the vessel. Charterers shall pay for loss of time caused by such late nomination or revision at the demurrage rate in Part I (L).	119 120 121		
		Charterers shall not be liable for any other loss or expense resulting from Charterers revising their orders, unless upon receiving the new orders Owners promptly notify Charterers that such other loss or expense may occur. Unless Charterers then give new orders which will avoid such other loss or expense it shall when proved be recoverable from Charterers.	122 123 124		
	Voyage	3.	The vessel shall proceed with all convenient despatch (or as may be agreed) as soon as her prior commitments as specified in Part I (B) are completed, to a berth, dock, anchorage, submarine line, alongside vessels or lighters or any other place as ordered by Charterers within the limits specified in Part I (D), or as near thereto as she may safely get, and there load, always afloat, the cargo as described in Part I (C) and being so loaded shall proceed to a berth, dock, anchorage, submarine line, alongside vessels or lighters or any other place as ordered by Charterers within the limits specified in Part I (E) or so near thereto as she may safely get, and there discharge the cargo always afloat.	125 126 127 128 129 130	
			Charterers shall exercise due diligence to ascertain that any ports or places to which they order the vessel are safe for the vessel and that she can lie there always afloat and to ensure that any transshipment operations at sea conform to standards not less than those set out in the latest edition of ICS/OCIMF Ship to Ship Transfer Guide (Petroleum). Charterers shall, however, not be deemed to warrant the safety of any place and shall be under no liability in respect of any loss or damage arising from unsafety unless they fail to prove the exercise of due diligence as aforesaid. If Charterers require the vessel to perform transshipment operations at sea they shall provide and pay for all fenders and other portable equipment necessary for such operations.	131 132 133 134 135 136 137	
		Disposal of Residues	4.	(a) Owners shall:-	138
				(i) comply with Regulation 9 of MARPOL 73/78;	139
				(ii) collect the drainings and any tank washings into a suitable tank or tanks and, after maximum separation of free water, discharge the bulk of such water overboard to the extent permitted by MARPOL 73/78;	140 141 142
			(iii) thereafter notify Charterers promptly of the amounts of oil and free water so retained on board and details of any other washings retained on board from earlier voyages (together "Collected Washings").	143 144 145	
			(b) On being so notified, Charterers, in accordance with their rights under this Clause (which shall include without limitation the right to determine the disposal of Collected Washings), shall before the vessel's arrival at the loading berth (or if already arrived as soon as possible thereafter) give instructions as to how Collected Washings shall be dealt with. Owners shall, on the vessel's arrival (or if already arrived as soon as possible thereafter), arrange in conjunction with the cargo suppliers for the measurement of the quantity of Collected Washings and shall record the same in the vessel's ullage record.	146 147 148 149 150 151	
			(c) If Charterers so require Collected Washings shall be discharged ashore at the loading port at Charterers' expense, in which case no freight shall be payable on them.	152 153	
			(d) Alternatively Charterers may require that the cargo be loaded on top of Collected Washings, which shall then be discharged with the cargo, or that they be kept separate from the cargo; in either case, provided that the master shall reduce the free water in Collected Washings to a minimum consistent with the full retention on board of the oil residues in them and consistent with Clause 4 (a), freight in accordance with Clause 12 shall be payable on the quantity of Collected Washings. Whenever Charterers require Collected Washings to be kept separate, they shall pay any deadfreight incurred as a result and shall, if practicable, accept discharge of Collected Washings at the discharge port or ports. If Part I (J) provides for a lower rate of freight to be paid on cargo in excess of a specified quantity and cargo of not less than such specified quantity is loaded, freight on Collected Washings shall be paid at the lower rate.	154 155 156 157 158 159 160 161 162	
			If the minimum cargo to be loaded by Charterers is less than a full cargo and if the Collected Washings are discharged at the discharge port, then freight on Collected Washings shall be paid in addition to freight on the minimum quantity whether or not Charterers furnished such minimum quantity, save that no freight shall be payable on Collected Washings which are kept separate from the cargo and not discharged at the discharge port.	163 164 165 166 167	
	(e) Time spent discharging Collected Washings, and any shifting necessitated thereby, shall count as laytime or if the vessel is on demurrage, for demurrage, and if Charterers require Collected Washings to be discharged separately from the cargo (whether at loading port or discharging port) the cost of providing reception facilities and any shifting shall be for Charterers' account.		168 169 170 171		
Cleaning	5.		(a) The master shall exercise due diligence to keep the tanks, pipes and pumps of the vessel suitable for the cargo specified in Part I (C).	172 173	
		(b) Charterers may place a representative on board the vessel at any loading and/or discharging port and Owners shall co-operate to facilitate his inspection of the vessel and observation of cargo transfer operations.	174 175 176		

	(c) Charterers may require inspection of the vessel's tanks at loading and discharging ports to ascertain the quantity and quality of the cargo, water and residues on board. Depressurisation of the tanks to permit ullaging shall be carried out in accordance with the latest edition of the International Safety Guide for Oil Tankers and Terminals. Charterers may also inspect and take samples from the vessel's bunker tanks and other non-cargo spaces. Any delay to the vessel caused by such inspection and measurement and sampling and any associated depressurising and repressurising of tanks shall count as laytime or for demurrage if the vessel is on demurrage.	177 178 179 180 181 182 183
Cancellation by Charterer	6. If the vessel has not given a valid notice of readiness in accordance with Clause 8 before Cancelling specified in Part I (G), Charterers shall have the option of cancelling this Charter unless the vessel shall have been delayed due to Charterers' late nomination or revised orders given under Clause 2, 22 or 30, in which case the cancelling date shall be extended by any time so lost. If it shall become clear to Owners that the vessel will be delayed in arrival beyond Cancelling Owners may, at the earliest 72 hours before the vessel is due to sail for the loading port, but as soon thereafter as they are in a position to state a new date of readiness with reasonable certainty, ask Charterers whether or not they will exercise their option of cancelling. The option must thereafter be declared within 96 hours but not later than 24 hours after Cancelling. If Charterers do not cancel this Charter within such time limit, then, unless otherwise agreed, Part I (F) and (G) shall be deemed amended such that noon on the new readiness date shall become the commencement of laydays and noon on the third day after the new readiness date shall become the new Cancelling. The exercise or non-exercise by Charterers of their cancellation option shall not prejudice any claim Charterers may otherwise have against Owners.	184 185 186 187 188 189 190 191 192 193 194 195 196
Non-Provision of Cargo	7. If for reasons not attributable to the vessel and/or Owners: (a) Charterers fail in their duty to give timely loading orders in accordance with Clause 2, and such failure has continued for not less than 10 days, or (b) loading has not commenced and 20 days demurrage shall have accrued, Charterers shall pay within 5 days of Owners' demand full expenses under Clause 2 and/or full demurrage on account (as the case may be). In default of such payment Owners shall have the option of cancelling this Charter. Whether or not Owners exercise this option, any claim they may have on Charterers for loss of time or otherwise shall not be prejudiced thereby. For purposes of Clauses 7, 22 and 30, provisions in this Charter applying Worldscale rates on the date of commencement of loading shall be revised by the application of Worldscale rates applicable at Cancelling as referred to in Part I (G).	197 198 199 200 201 202 203 204 205 206 207
Notice of Readiness	8. When the vessel has arrived at a customary anchorage or waiting place for each loading and discharging port or place and is ready to load or discharge, notice of readiness (which may be tendered at any time on any day) shall be given to Charterers or their agents by letter, telegraph, telex, radio or telephone, berth or no berth. An oral notice shall be confirmed promptly in writing.	208 209 210 211
Laytime	9. (a) The laytime specified in Part I (I) shall be allowed to Charterers for loading and discharging of cargo and other Charterers' purposes. Other than when the vessel loads or discharges cargo by transshipment at sea, laytime shall commence at the first loading and at the first discharging port or place six hours after the tender of notice or upon arrival in berth if that occurs earlier, and at any subsequent port or place laytime shall resume when notice is tendered. Time shall run until hoses have been disconnected, which shall be effected promptly, but if the vessel is delayed after disconnection of hoses for more than two hours awaiting bills of lading or for other Charterers' purposes, time shall continue to run from disconnection of hoses until the termination of such delay. (b) Time lost owing to any of the following causes shall not count as laytime or for demurrage if the vessel is on demurrage: (i) awaiting next high tide or daylight to proceed on the inward passage from a waiting place (even if lightening has occurred there) to a loading or discharging berth and/or berthing there; (ii) actually moving from a waiting place (even if lightening has occurred there) on an inward passage to a loading or discharging berth or place nominated by Charterers or waiting for pilot or tugs in order so to move; (iii) in handling ballast unless carried out concurrently with cargo operations such that no time is lost thereby; (iv) stoppages on the vessel's orders, breakdown or inefficiency of the vessel, negligence or breach of duty on the part of the Owners or their servants or agents or strike, lockout, or other restraint of labour of the vessel's crew. (v) strike, lockout or other restraint of labour of pilot or tug personnel. (c) Subject only to Clause 9(b)(iv), if the vessel loads or discharges cargo by transshipment at sea, all time from the vessel's arrival at the transshipment place until final unmooring of the lightening vessel at the end of transshipment operations shall count as laytime or for demurrage if the vessel is on demurrage.	212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236
Demurrage	10. Charterers shall pay demurrage as specified in Part I (L) for all time by which loading and discharging and other time used on Charterer's purposes as herein described exceeds the laytime as specified in Part I (I). If however, any demurrage is incurred due to any of the events set out below the rate of such demurrage shall be reduced by half: (a) bad weather or sea conditions; (b) the effects of fire or explosion, or breakdown of machinery at shore installation not caused by negligence on the part of Charterers, shippers or the receivers or their servants or agents; (c) act of God; act of war; act of public enemies; quarantine restrictions; strikes; lockouts; restraints of labour; riots; civil commotions or arrest or restraint of rulers or people (save that demurrage shall be paid in full for time lost due to strikes, lockouts or restraints already in force when the port in question is nominated and for quarantine to the extent so provided in Clause 23).	237 238 239 240 241 242 243 244 245 246 247
Loading and Discharging	11. (a) No cargo which is injurious to the vessel shall be loaded. The cargo shall be loaded into the vessel at the expense of and at the risk and peril of Charterers as far as the vessel's permanent hose connections only and shall be pumped out of the vessel at the expense of and at the risk and peril of Owners as far as the vessel's permanent hose connections only. Hoses for loading and discharging shall be furnished by Charterers and shall be connected and disconnected by Charterers or at the option of Charterers by Owners at Charterers' risk and expense. (b) If the vessel is equipped for COW and if so requested by Charterers or any competent authority the master shall arrange for the crude oil washing of cargo tanks at the discharge port to be effected concurrently with cargo discharging operations. Any additional time used by reason of such COW operations shall count as time used in discharging, except always for any time lost because of any failure or deficient operation of the COW system.	248 249 250 251 252 253 254 255 256 257 258

Freight Payment; Cargo Outturn	12. (a)	Subject to Clauses 4 and 35 freight shall be paid at the rate(s) specified in Part I (J), and calculated on the intaken quantity of cargo and on Collected Washings. Payment of freight as specified in Part I (K) shall be made by Charterers in cash without deductions. Unless otherwise stated, this Charter is for a full and complete cargo having regard to the permissible freeboard for the voyage in accordance with the International Load Line Convention from time to time in force and the limitations provided in Part I (A). No freight shall be payable on any quantity of cargo in excess of the maximum consistent with such permissible freeboard.	259 260 261 262 263 264 265
	(b)	If the vessel is ordered to proceed on a voyage for which a fixed differential is provided in Worldscales, such fixed differential shall be payable without applying the percentage referred to in Part I (J).	266 267
	(c)	If cargo is carried between places and/or by a route for which no rate is expressed in Worldscales, then in the absence of agreement as to the freight rate, the parties shall apply to either of the publishers of Worldscales referred to in Part I (H) for the determination of an appropriate Worldscales rate.	268 269 270
	(d)	If on completion of discharge any cargo pumpable by the vessel's own pumps remains on board the vessel (the presence and quantity, obtained by application of the Wedge Formula in respect of any tank whose contents do not reach the forward bulkhead, of cargo so pumpable having been established by a jointly appointed independent surveyor or if no agreement can be reached on such a surveyor, by two independent surveyors, one to be appointed by Owners and one by Charterers), and Charterers thereby suffer a loss, Charterers shall have the right to deduct from freight an amount corresponding to such loss up to a maximum amount equal to the FOB loading port cost of such cargo plus freight thereon; provided, however, that any action or lack of action hereunder shall be without prejudice to any other rights or obligations of the parties under this Charter or otherwise.	271 272 273 274 275 276 277 278 279
Deadfreight; Slack Tanks	13.	Should Charterers fail to supply the cargo specified in Part I (C), deadfreight shall be payable in respect of any quantity not so supplied but in no event shall Charterers be required to furnish cargo in excess of the maximum cargo quantity stated in Part I (C) or the vessel's capacity available for cargo as stated in Part I (A) whichever is the lesser. Sufficient space shall in any event be left in the vessel's tanks for expansion of the cargo. The vessel shall not be required to proceed to sea until such of her tanks are filled as will place her in a seaworthy condition.	280 281 282 283 284 285
Lien	14.	Owners shall have a lien on the cargo and on all subfreights earned by the vessel's carriage of the cargo for all amounts due under this Charter and for all costs of recovering same.	286 287
Taxes and Dues	15.	Dues, taxes and other charges upon the vessel, including those assessed by reference to the quantity of cargo loaded or discharged and any taxes on the freight shall be paid by Owners, and dues and other charges upon the cargo shall be paid by Charterers. Notwithstanding the foregoing, where under any provision of Worldscales any dues or charges are expressly for account of Owners or Charterers respectively then they shall be payable in accordance therewith.	288 289 290 291
Shifting	16. (a)	Charterers shall have the right to load and/or discharge at more than one loading or discharging location at each port or place on payment of all additional expenses incurred (including any bunkers consumed) and any additional dues incurred in excess of those which would have been incurred if all the cargo had been loaded or discharged at one such location only.	292 293 294 295
	(b)	If the vessel is required to leave and subsequently to return to the same loading or discharging location because of the vessel's failure to comply with any of Owners' warranties set out in Part I (A) or upon safety grounds (other than those arising out of weather or sea conditions) pursuant to the orders of the port or harbour authority then all expenses incurred in so moving the vessel (including any bunkers consumed) shall be for Owners' account.	296 297 298 299 300
	(c)	If the vessel is required to leave and return to the same location for any reason other than those set out in Clause 16(b), the expenses so incurred (including any bunkers consumed) shall be for Charterers' account in accordance with Clause 16(a).	301 302 303
	(d)	Unless the vessel is shifting from a waiting place or from a loading or discharging location as described in Clause 9 (b)(ii) or Clause 16(b) respectively time used in shifting and any detention in reaching the new location shall count as laytime or for demurrage if the vessel is on demurrage.	304 305 306
	(e)	For purposes of this Clause and of freight payment, locations grouped in Port and Terminal Combinations in Worldscales are to be considered as locations within a single port.	307 308
Lighterage/ Discharge at Sea	17. (a)	Topping up/Lightening in port Charterers shall have the right to load all or part of the cargo from and/or discharge all or part of the cargo to other vessels or lighters within port limits. Any such operation shall be at the expense of Charterers and shall only be effected where the vessel can lie always afloat. For the purposes of calculating laytime or if the vessel is on demurrage for demurrage the lightening/topping up place shall count as a berth within the port.	309 310 311 312 313 314
	(b)	Part cargo transhipment at sea Charterers may order the vessel to a transhipment place or places at sea en route between the loading and discharging places otherwise ordered by Charterers in accordance with Clause 3 and there tranship part of the cargo from or to other vessels.	315 316 317 318
	(c)	The place of any transhipment at sea pursuant to this Clause shall not constitute an additional port for the purposes of this Charter but any deviation or delay to the vessel in proceeding to or from any transhipment place shall be paid for by Charterers at the demurrage rate in Part I(L) plus the cost of the bunkers consumed during such deviation or delay.	319 320 321 322
Heating	18.	If the vessel is described as having heating equipment in Part I(A)(vii) Charterers may require that the cargo be maintained at up to the temperature at which it was loaded (subject to the maximum referred to in Part I (C)) throughout the voyage and discharge provided that such temperature does not exceed that stated in Part I (A)(vii). The vessel shall not be required to heat the cargo beyond its loaded temperature, but Owners shall use their best endeavours so to heat the cargo (subject to the aforesaid maxima) if so requested. The cost of any additional bunkers consumed solely in endeavouring to heat the cargo beyond its loaded temperature shall be reimbursed to Owners by Charterers at the cost of the bunkers last taken by the vessel. Any delay to the vessel in attempting to raise the cargo beyond its loaded temperature shall count as laytime or if the vessel is on demurrage for demurrage.	323 324 325 326 327 328 329 330
Demurrage Claims	19.	Any claim for demurrage shall be delivered with supporting documents not later after the completion of discharge than the number of days specified in part I(O). Owners shall give the promptest notice of any such claim that is reasonably possible. If Owners fail to submit any such claim within the time limit aforesaid Charterers shall be discharged from all liability in respect thereof.	331 332 333 334 335

ETA	20. (a)	The master shall radio Charterers and agents at loading and discharging ports (when bound for such ports) advising the vessel's ETA at the following times:	336
	(i)	on sailing from the last prior loading or discharge port,	337
	(ii)	7 days, 72, 48 and 24 hours prior to the expected arrival time at the loading or discharging port(s) or as close as practicable to these times as the voyage length will permit,	338
	(iii)	at any other times Charterers may so request,	339
	(iv)	promptly if there is any alteration of over 6 hours to any ETA.	340
	(b)	An ETA at a discharging port shall also state the vessel's expected even keel arrival draft in salt water.	341
	(c)	If the master shall wilfully or negligently fail to comply with any of the requirements of this Clause any delay resulting therefrom shall not count as laytime or if the vessel is on demurrage for demurrage.	342
Liberty	21.	The vessel shall have liberty to sail with or without pilots, to tow or go to the assistance of vessels in distress, to call at any port or place for bunkers, and to deviate for the purpose of saving life or property, or for any other reasonable purpose whatsoever.	343
Ice	22. (a)	The vessel shall not be required to force ice or to follow ice-breakers unless the express consent of Owners shall have been obtained.	344
	(b)	If a nominated port is inaccessible due to ice, the master shall immediately notify Charterers requesting revised orders and shall remain outside the ice-bound area. If there is danger of the vessel being frozen in at any nominated port, the vessel shall, at master's discretion, proceed to the nearest safe and ice-free position, at the same time requesting Charterers' revised orders. If the port in question is:	345
	(i)	the first or only loading port and no cargo has been loaded, Charterers shall have the option of nominating an alternative loading port or of cancelling this Charter;	346
	(ii)	the first or only loading port and cargo has been loaded, or any subsequent loading port, Charterers shall have the option of nominating an alternative loading port or of ordering the vessel to proceed on the voyage without completing loading, paying any deadfreight so incurred;	347
	(iii)	a discharging port, Charterers shall have the option of nominating an alternative port or of ordering the vessel to wait at a safe place off the nominated port until it can safely be entered.	348
	(c)	If in the exercise of Charterers' rights under this Clause:-	349
	(i)	this Charter is cancelled, Charterers shall compensate Owners for time lost and bunkers consumed in the period from when the request for revised orders was received by Charterers or from the time when the vessel arrived and gave notice of readiness (whichever is the earlier) until the time when Owners received notice of such cancellation. Such compensation shall be paid at the demurrage rate in Part I (L) and the bunkers consumed at the cost of the bunkers last taken by the vessel.	350
	(ii)	the loaded voyage is changed, freight shall nevertheless be paid for the voyage that would have been performed but for such exercise but increased or reduced to compensate for the increase or reduction (as the case may be) in voyage costs. Such increase or reduction in voyage costs shall be calculated by reference to the changes in voyage time (including any time awaiting revised orders) valued at the demurrage rate in Part I(L), bunkers consumed (valued as provided in Clause 22(c)(ii) and port charges incurred.	351
	(iii)	the vessel discharges at the nominated port, this shall be at Charterers' risk and the whole period from the time the master's request for revised orders was received by Charterers until the vessel can safely depart after completion of discharge shall count against laytime or for demurrage if the vessel is on demurrage.	352
		Charterers shall procure that all bills of lading issued pursuant to this Charter shall contain this Clause (or such part of it as is relevant to bills of lading).	353
Quarantine	23.	If at the time of nomination quarantine is in force at a port or place of loading or discharging any time thereby lost by the vessel to count as laytime or for demurrage if the vessel is on demurrage. If, however, quarantine comes into force at such port or place after nomination only half the time thereby lost by the vessel shall count as laytime, but full time shall count for demurrage if the vessel is on demurrage on arrival there.	354
Agency	24.	Unless otherwise agreed, Owners shall appoint, instruct and pay the vessel's agents at all ports and places.	355
Over Age Insurance	25.	Any additional insurance on the cargo required because of the age of the vessel shall be for Owners' account.	356
Responsibility and Exceptions	26. (a)	The vessel, the master and Owners shall not, unless otherwise expressly provided in this Charter, 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; perils, dangers and accidents of the sea or other navigable waters; explosion, bursting of boilers, breakage of shafts or any latent defect in hull, equipment or machinery. The provisions of Clause 26(a) shall not apply to or affect Part I(A) and Clause 1(a).	357
	(b)	Neither the master, nor Owners, nor Charterers shall, unless otherwise expressly provided in this Charter, be responsible for any loss or damage or delay or failure in performance hereunder arising or resulting from act of God; act of war; act of public enemies; seizure under legal process; quarantine restrictions; strikes; lockouts; restraints of labour; riots; civil commotions or arrest or restraint of rulers or people.	358
	(c)	Clause 26(a) shall not apply to or affect any liability of Owners or the vessel in respect of any claim, whether brought by Charterers or any other person, for any loss of or damage to or in connection with the cargo. Any such claim shall be subject to the Hague-Visby Rules or the Hague Rules, as the case may be, which have, or ought (pursuant to Clause 29) to have, been incorporated in the relevant bill of lading, or, if no such bill of lading is issued, to the Hague-Visby Rules.	359
	(d)	Nothing in this Charter shall be construed as in any way restricting, excluding or waiving the rights of Owners or of any other relevant persons to limit their liability under any available legislation or law.	360
Both to Blame Collision Clause	27.	If the liability for any collision in which the vessel is involved while performing this Charter falls to be determined in accordance with the laws of the United States of America, the following clause shall apply: "If the vessel comes into collision with another vessel as a result of the negligence of the other vessel and any act, neglect or default of the master, mariner, pilot or the servants of the carrier in the navigation or in the management of the 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 the 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." Charterers shall procure that all bills of lading issued pursuant to this Charter shall contain this clause.	361
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New Jason Clause	28. General Average shall be payable according to the York/Antwerp Rules, 1974. If the adjustment is made in accordance with the law and practice of the United States of America, the following clause shall apply: "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 cargo, shippers, consignees or owners of the cargo shall contribute with the carrier in general average to the payment of any sacrifices, 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. If a salving vessel is owned or operated by the carrier, salvage shall be paid for as fully as if the said salving vessel or vessels belonged to strangers. Such deposit as the carrier, or its 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 the carrier before delivery." Charterers shall procure that all bills of lading issued pursuant to this Charter shall contain this clause.	416 417 418 419 420 421 422 423 424 425 426 427
Clause Paramount	29. Charterers shall procure that all bills of lading issued pursuant to this Charter shall contain the following Paramount Clause:- "CLAUSE PARAMOUNT (1) Subject to sub-clause (2) hereof, this bill of lading shall be governed by, and have effect subject to, the rules contained in the International Convention for the Unification of Certain Rules relating to Bills of Lading signed at Brussels on 25th August 1924 (the "Hague Rules") as amended by the Protocol signed at Brussels on 23rd February 1968 (the "Hague-Visby Rules"). Nothing contained herein shall be deemed to be either a surrender by the carrier of any of his rights or immunities or an increase of any of his responsibilities or liabilities under the Hague-Visby Rules. (2) If there is governing legislation which applies the Hague Rules compulsorily to this bill of lading to the exclusion of the Hague-Visby Rules, then this bill of lading shall have effect subject to the Hague Rules. Nothing herein contained shall be deemed to be either a surrender by the carrier of any of his rights or immunities or an increase of any of his responsibilities under the Hague Rules. (3) If any term of this bill of lading is repugnant to the Hague-Visby Rules, or the Hague Rules if applicable, such term shall be void to that extent but no further. (4) Nothing in this bill of lading shall be construed as in any way restricting, excluding or waiving the right of any relevant party or person to limit his liability under any available legislation and/or law."	428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443
War Risks	30. (a) The master shall not be required or bound to sign bills of lading for any blockaded port or for any port which the master or Owners in his or their discretion consider dangerous or impossible to enter or reach. (b) If (i) any port of loading or of discharge to which the vessel may properly be ordered pursuant to the terms of this Charter or any bills of lading be blockaded or, (ii) owing to any war, hostilities, warlike operations, civil war, civil commotions, revolutions, or the operation of international law entry to any such port of loading or of discharge or the loading or discharging of cargo at any such port be considered by the master or Owners in his or their discretion dangerous or prohibited, or it be considered by the master or Owners in his or their discretion dangerous or impossible or prohibited for the vessel to reach any such port of loading or of discharge, then Owners may request alternative orders and Charterers shall have the right to order the cargo or such part of it as may be affected to be loaded or discharged at any other port of loading or of discharge within the range of loading or discharge ports respectively established under the provisions of this Charter (provided such other port is not blockaded and that entry thereto and loading or discharge of cargo thereat is not in the master's or Owners' opinion dangerous or impossible or prohibited). (c) If no orders are received from Charterers within 48 hours after they or their agents have received Owners' request for the nomination of a substitute port, then (i) if the port affected is the first or only loading port and if no cargo has been loaded, this Charter shall terminate forthwith; (ii) if the port affected is a loading port and if part of the cargo is already loaded, the vessel may proceed on passage and Charterers shall pay any deadfreight incurred; (iii) if the port affected is a discharging port Owners shall be at liberty to discharge the cargo at any port which they or the master may in their or his discretion decide on (whether within the range of discharge ports established under the provisions of this Charter or not) and such discharge shall be deemed to be due fulfilment of the contract or contracts of affreightment so far as cargo so discharged is concerned. (d) If, in accordance with Clause 30(b) and (c), the cargo is loaded or discharged at any such other port, this Charter shall be read in respect of all other conditions whatsoever, except for freight, as if the voyage performed were that originally nominated and freight shall be paid as for the voyage originally nominated, increased or reduced as appropriate by the amount by which, as a result of loading or discharging at such other port (i) the time taken (including any time awaiting revised orders) valued at the demurrage rate in Part I(L); (ii) the bunkers consumed (valued at the cost of the bunkers last taken by the vessel), and (iii) the port charges for the voyage actually performed are greater or less than those which would have been incurred on the voyage originally nominated. (e) The vessel shall have liberty to comply with any directions or recommendations as to departure, arrival, routes, ports of call, stoppages, destinations, zones, waters, delivery or in any other wise whatsoever given by the government of the nation under whose flag the vessel sails or any other government or local authority including any de facto government or local authority or by any person or body acting or purporting to act as or with the authority of any such government or authority or by any committee or person having under the terms of the war risks insurance on the vessel the right to give any such directions or recommendations. If by reason of or in compliance with any such directions or recommendations anything is done or is not done such shall not be deemed a deviation. If by reason of or in compliance with any such direction or recommendation the vessel does not proceed to the port or ports of discharge originally designated or to which she may have been ordered pursuant to the terms of the bills of lading, the vessel may proceed to any safe port of discharge which the master or Owners in his or their discretion may decide on and there discharge the cargo. Such discharge shall be deemed to be due fulfilment of the contract or contracts of affreightment and Owners shall be entitled to freight as if discharge had been effected at the port or ports originally designated or to which the vessel may have been ordered pursuant to the terms of the bills of lading. All extra expenses involved in reaching and discharging the cargo at any other port of discharge shall be paid by Charterers and/or cargo owners and Owners shall have a lien on the cargo for freight and all such expenses.	444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499



	Charterers shall procure that all bills of lading issued pursuant to this Charter shall contain this Clause (or such part of it as is relevant to bills of lading).	499 500 501 502 503 504 505
Bills of Lading	31. Subject to all the relevant provisions of this Charter, bills of lading are to be signed as presented, but without prejudice to the Charter. Charterers hereby indemnify Owners against all liabilities and expenses (including legal costs) that may arise from the signing of bills of lading as presented, to the extent that the terms of such bills of lading are more onerous to Owners than are the terms of this Charter.	506 507 508 509 510 511 512
TOVALOP	32. In this Clause the term "TOVALOP" means the Tanker Owners Voluntary Agreement Concerning Liability for Oil Pollution dated 7th January 1969, as amended from time to time, the term "CRISTAL" means the Contract Regarding an Interim Supplement to Tanker Liability for Oil Pollution dated 14th January 1971 as amended from time to time and the terms "Participating Owner", "Oil" and "Pollution Damage", shall have the meanings ascribed to them in TOVALOP. Owners warrant that the vessel is a tanker owned by a Participating Owner in TOVALOP and will so remain during the currency of this Charter.	513 514 515 516 517 518 519 520 521 522 523 524 525 526 527 528 529 530 531 532 533 534 535
	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, whether or not an escape or discharge in fact subsequently occurs), then Charterers may, at their option, upon notice to Owners or Master, undertake such measures as are reasonably necessary to prevent or minimise such Pollution 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:- (1) any such escape or discharge or Threat was caused or contributed to by Charterers, or (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 (3) the cost of such measures together all other liabilities, costs and expenses of Owners arising out of or in connection with such escape or discharge or Threat exceeds the maximum liability applicable to the vessel under TOVALOP as at the time of such escape or discharge or Threat, save and 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 any protocol thereto or under CRISTAL. PROVIDED ALWAYS that if Owners in their absolute discretion consider said measures should be discontinued, Owners shall so notify Charterers 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. The above provisions are not in derogation of such right as Charterers or Owners may have under this Charter or may otherwise have or acquire by law or an international convention or TOVALOP.	536 537
Subletting/Assigning	33. Charterers shall have the liberty of subletting this Charter to any individual or company, but Charterers shall always remain responsible for the due fulfilment of all the terms and conditions of this Charter.	538 539 540 541 542 543 544 545 546 547 548 549
Law and Jurisdiction	34. This Charter shall be governed by English Law. Any dispute arising under this Charter shall be decided by arbitration in London before a sole arbitrator to be agreed between Owners and Charterers. In default of agreement on the identity of the sole arbitrator, the parties agree that he shall be appointed on application by either party to the President for the time being of the London Maritime Arbitrators Association, provided always that at any time before a sole arbitrator shall have been appointed in respect of any dispute either party may by written notice to the other elect to have the dispute determined by the English Courts, to whose jurisdiction under the terms of this Clause the parties hereby agree. Any notice of election as aforesaid shall be valid only if accompanied by the designation of a person at an address in England or Wales who is authorised to accept service of proceedings issued in the English Courts. Any arbitration shall be governed by the Arbitration Acts 1950-1979 of the United Kingdom and any statutory modification or re-enactment thereof for the time being in force. For purposes of enforcing any award this agreement and any such award may be made a rule or order or judgement of court without the merits of the dispute being re-opened.	550 551 552 553 554 555 556 557 558 559 560 561 562 563 564 565
Speed (See Part I(J))	35. In the absence of any instructions to the contrary from Charterers, the vessel shall use best endeavours to steam on the laden passage at a speed of no less than the Base Speed, weather and sea conditions permitting. Charterers shall have the option, exercisable any number of times and at any time, to order the vessel to steam during the remaining portion of the laden passage at any speed (the "Ordered Speed") between the Base Speed and the Maximum Speed and Owners shall use all reasonable endeavours to comply with such orders, weather and sea conditions permitting. If Charterers do not exercise this option Owners shall not for their own purposes order the vessel to exceed the Base Speed without Charterers prior consent, which shall not be unreasonably withheld. On each occasion that Charterers exercise such option, the rate of freight in Part I (J) shall be varied by an amount determined as follows:- (a) "the Calculation Speed" shall be the lesser of the Ordered Speed and the speed actually attained by the vessel during the currency of such orders. (b) if the Calculation Speed is greater than the Base Speed, the freight rate shall be increased by:- $D \times \frac{(Mo)}{(Mt)} \times \text{Speed-up Factor}$ where D = the difference between the Calculation Speed and the Base Speed Mo = the mileage steamed during the currency of such orders Mt = the total mileage steamed on the laden passage(s).	566 567 568 569 570 571 572 573 574 575 576 577 578 579 580 581 582 583 584 585 586 587 588 589 590 591 592 593 594 595 596 597 598 599 600 601 602 603 604 605 606 607 608 609 610 611 612 613 614 615 616 617 618 619 620 621 622 623 624 625 626 627 628 629 630 631 632 633 634 635 636 637 638 639 640 641 642 643 644 645 646 647 648 649 650 651 652 653 654 655 656 657 658 659 660 661 662 663 664 665 666 667 668 669 670 671 672 673 674 675 676 677 678 679 680 681 682 683 684 685 686 687 688 689 690 691 692 693 694 695 696 697 698 699 700 701 702 703 704 705 706 707 708 709 710 711 712 713 714 715 716 717 718 719 720 721 722 723 724 725 726 727 728 729 730 731 732 733 734 735 736 737 738 739 740 741 742 743 744 745 746 747 748 749 750 751 752 753 754 755 756 757 758 759 760 761 762 763 764 765 766 767 768 769 770 771 772 773 774 775 776 777 778 779 780 781 782 783 784 785 786 787 788 789 790 791 792 793 794 795 796 797 798 799 800 801 802 803 804 805 806 807 808 809 810 811 812 813 814 815 816 817 818 819 820 821 822 823 824 825 826 827 828 829 830 831 832 833 834 835 836 837 838 839 840 841 842 843 844 845 846 847 848 849 850 851 852 853 854 855 856 857 858 859 860 861 862 863 864 865 866 867 868 869 870 871 872 873 874 875 876 877 878 879 880 881 882 883 884 885 886 887 888 889 890 891 892 893 894 895 896 897 898 899 900 901 902 903 904 905 906 907 908 909 910 911 912 913 914 915 916 917 918 919 920 921 922 923 924 925 926 927 928 929 930 931 932 933 934 935 936 937 938 939 940 941 942 943 944 945 946 947 948 949 950 951 952 953 954 955 956 957 958 959 960 961 962 963 964 965 966 967 968 969 970 971 972 973 974 975 976 977 978 979 980 981 982 983 984 985 986 987 988 989 990 991 992 993 994 995 996 997 998 999 1000
	The mileages and achieved speeds referred to above and the applicable times shall be obtained from observations entered in the vessel's deck log book. The above adjustment shall not affect in any way the demurrage rate specified in Part I (L).	566 567 568