



BP SHIPPING LTD.
 Britannic Tower
 Moor Lane
 LONDON EC2Y 9BU

Code word for this Charterparty
 BEEPEEVOY3*

Voyage Charterparty

	LONDON	19	1
	<i>It is this day agreed between</i>		2
	of		3
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	Owners (hereinafter referred to as 'Owners') of the good motor/steam tank vessel called		5
		6
	(hereinafter referred to as 'the Vessel') now		7
 and expected ready to load about		8
	and BP Shipping Limited of London as agents for		9
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	(hereinafter referred to as 'Charterers')		11
Classification of Vessel	1. Owners undertake that:		12
	(a) the Vessel is classed		13
Description of Vessel	(b) the Vessel has a summer deadweight of	tonnes	14
	on a saltwater draught of	metres, with a total cargo capacity (98%	15
	full) of	cubic metres;	16
	(c) the Vessel is fully fitted with heating coils fabricated from		17
	in all cargo tanks, capable of heating the cargo to, and maintaining it at all times at a temperature of,		18
	57deg C (135deg F);		19
	(d) the Vessel is equipped with derricks capable of lifting to, and supporting at, the Vessel's port and		20
	starboard manifolds submarine hoses of up to	tonnes in weight.	21
Condition of Vessel	2. Owners shall before, at the commencement of, and throughout the voyage exercise due diligence to		22
	make and maintain the Vessel, her tanks, pumps, valves and pipelines tight, staunch, strong, in good order		23
	and condition, in every way fit for the voyage and fit to carry the cargo provided for in Clause 3, with the		24
	Vessel's machinery, boilers and hull in a fully efficient state, and with a full and efficient complement of		25
	Master, officers and crew.		26
Loading and Discharge Ports Range	3. Subject to the provisions of Clause 24, the Vessel shall proceed to		27
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Cargo	or so near thereunto as she may safely reach, and there load a cargo of	31
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 in bulk,	37
	not exceeding what she can reasonably stow and carry over and above the tackle, provisions and furniture,	38
	and in any case not in excess of the quantity permitted by the International Load Line Convention, 1966, or	39
	any modification or amendment thereof as may be applicable to the voyage to be performed under this	40
	Charter. Thereupon the Vessel shall proceed with such cargo at a speed which Owners undertake shall be	41
 knots ('Base Speed'), as ordered on signing Bills of Lading or as provided in Clauses	42
	24 and/or 26 to	43
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 or so near thereunto as she may safely reach,	49
	and deliver the same in consideration of the payment of freight as provided in Clauses 6 and 7.	50
	Charterers shall have the right at any time during the voyage to order the Vessel to increase speed in order	51
	to arrive at a port or place on a certain date. Charterers shall not instruct the Vessel to increase speed such	52
	as to require the Vessel to proceed at a maximum speed in excess of that set out in the BP Shipping	53
	Questionnaire. If Charterers require any increase of speed to be made, any increase in the freight rate	54
	consequent thereon shall be calculated in accordance with the provisions of Clause 6.	55
	If the Vessel fails to maintain Base Speed, or fails to comply with instructions as to the increase of speed	56
	given by Charterers pursuant to this Clause, Owners shall, subject to Clause 46, be liable for all costs,	57
	losses, damages and expenses arising as a direct consequence thereof save to the extent that Owners can	58
	prove to the satisfaction of Charterers that such failure was attributable to a reduction in speed necessi-	59
	tated by either adverse weather and sea state conditions or the safe navigation of the Vessel and Charterers	60
	shall be entitled to deduct any such costs, losses, damages and expenses from any demurrage due to Owners	61
	hereunder without prejudice to any other rights available to Charterers under this Charter or otherwise	62
	under English Law.	63
Loading/ Discharge Place	4. The Vessel shall be loaded and discharged at any port, berth, dock, anchorage, submarine line,	64
	single point or single berth mooring facility, offshore location, alongside vessels or lighters, or any other	65
	place whatsoever as ordered by Charterers. Charterers shall exercise due diligence before directing the	66
	Vessel to any such places to ascertain that the Vessel can always lie safely afloat, but Charterers do not	67
	warrant the safety of any of the aforementioned places and shall be under no liability in respect thereof	68
	except for loss or damage caused by the failure to exercise due diligence as aforesaid.	69
Lightening at Sea	If a port is nominated which cannot accommodate the Vessel with the quantity of cargo carried, Charterers	70
	undertake to discharge sufficient cargo at a previous port or place, or into vessels or lighters, to enable the	71
	Vessel to enter and lie at such nominated port or place. Freight shall be paid in accordance with Clause 6	72
	and lighters shall be at the expense of Charterers.	73

	A place of lightening at sea shall not constitute a discharge port or place under Clause 19, but all time used for a lightening operation (excluding any time lost or spent by reason of any of the causes stipulated in Clauses 20 and 21) shall count against the number of running hours stipulated in Clause 18 for the purpose of calculating Charterers' liability, if any, for demurrage as provided in Clause 22. For the purpose of this Clause the lightening operation shall be deemed to commence when the Vessel is properly tied up and moored alongside the lightening vessel and to end when unmooring has been completed.	74 75 76 77 78 79
	Subject to the preceding paragraph of this Clause, any additional steaming and/or waiting time used solely by reason of Charterers' orders to lighten at sea shall count as laytime or, if the Vessel is on demurrage, as demurrage.	80 81 82
Ship to Ship Transfer Operations	If Charterers require the Vessel to trans-ship cargo from or into another ocean going vessel the trans-shipment operation shall be carried out in accordance with the recommendations set out in the latest edition of the ICS/OCIMF Ship to Ship Transfer Guide (Petroleum) and Owners undertake that the Vessel and her crew will comply with such recommendations. Charterers shall provide and pay for all necessary equipment including suitable fenders and hoses. Owners shall permit supervisory personnel nominated by Charterers to attend on board, including a Mooring Master, to assist in the trans-shipment operation. In the case of a ship to ship transfer freight shall be paid in accordance with the provisions of Clause 6.	83 84 85 86 87 88 89
	No provision herein contained as to laytime and demurrage shall be affected by the provisions of Clause 46.	90
Shifting	5. Charterers may require the Vessel to load at more than one berth at each loading port or place and to discharge at more than one berth at each discharge port or place in which event Owners shall, in the first instance, pay expenses arising from any of the following movements of the Vessel:-	91 92 93
	(a) unmooring at, and pilotage and towage off, the first loading or discharge berth;	94
	(b) mooring and unmooring at, and pilotage and towage on to and off, the intermediate loading or discharge berths; and	95 96
	(c) mooring at, and pilotage and towage on to, the last loading or discharge berth.	97
	Charterers shall reimburse Owners in respect of expenses properly incurred arising from any of the aforementioned movements upon presentation by Owners of all supporting invoices evidencing prior payment by Owners.	98 99 100
	Charterers shall reimburse Owners in respect of any dues and/or other charges incurred in excess of those which would have been incurred if all the cargo involved at the particular port or place had been loaded or discharged at the first berth only. Time consumed on account of shifting shall count as laytime or, if the Vessel is on demurrage, as demurrage, except as otherwise provided in Clause 20.	101 102 103 104
Port and Terminal Combinations	For the purpose of freight payment, the places grouped in Port and Terminal Combinations in the New Worldwide Tanker Nominal Freight Scale (hereinafter referred to as 'Worldscale'), as amended at the date of this Charter, shall be considered as berths within a single port, Charterers reimbursing shifting expenses in accordance with the foregoing provisions.	105 106 107 108
Rate of Freight	6. The rate of Freight shall be at the level of	109
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 % of the rate for the voyage as provided in Worldscale, as amended at the date of this Charter. If Charterers order the Vessel to increase speed under the provisions of Clause 3 such rate shall be increased by	115 116 117
	Worldscale points for each knot of increased speed above the Base Speed or on a pro rata basis for fractions of a knot up to a maximum of knots. Such increase shall be calculated in accordance with the following example:	118 119 120
	Example: The Vessel proceeds at Base Speed of 10 knots, the rate for which is Worldscale 40.	121
	After 10 days the Vessel is ordered to complete the voyage at 12 knots. The remainder of the	122

	voyage takes 20 days. The increased speed option provides for a premium of 0.5 of a Worldscale point per knot of increased speed over Base Speed.	123 124
	The freight rate for the above voyage would be calculated as follows:	125
	Voyage Freight Rate = $(W40 \times 10 \text{ days}) + (W41^* \times 20 \text{ days})$	126
	<u>30 (total voyage days)</u>	127
	= W40.67	128
	(*1 point premium for 12 knots maximum speed)	129
	Should the Vessel not maintain the speed ordered, due to breakdown or any other reason whatsoever beyond Charterers' control, the freight rate shall be calculated based on the average speed actually achieved by the Vessel using BP Worldwide Marine Distance Tables to assess the length of the voyage between pilot stations at the loading and discharge ports or places.	130 131 132 133
	If the Vessel is ordered to lighten pursuant to Clause 4, the freight rate shall, notwithstanding the lightening, be the same Worldscale rate for the voyage as would be payable if no such lightening had taken place.	134 135 136
	In the case of a ship to ship transfer, as referred to in Clause 4, the freight rate for the voyage shall be the rate as provided in Worldscale for the relevant Trans-shipment Area, as amended at the date of this Charter, or as provided by Worldscale upon application by the parties or either of them.	137 138 139
	Notwithstanding the provisions of Clause 3 and the provisions of this Clause should the Vessel load in excess of the quantity specified therein then the freight payable for any overage in excess of such quantity shall be at one half of the freight rate(s) referred to above.	140 141 142
Payment of Freight	7. Freight shall be payable immediately after completion of discharge, on the gross quantity of cargo loaded by the Vessel as evidenced by the Bills of Lading furnished by the shippers. Payment shall be made in U.S. dollars	143 144 145
	to	146
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 less	149
	any sum derived from the operation of Clauses 8 and 54 and less any disbursements or advances made to the Master or agents at ports of loading and/or discharge, and additional cargo insurance premium for Owners' account under Clause 42, provided that no freight shall be payable on any quantity which submerges, at any stage of the voyage, the marks appropriate under the International Load Line Convention, 1966, or any modification or amendment thereof as may be applicable to the voyage to be performed under this Charter.	150 151 152 153 154 155
Cargo Retention	8. If any material remains in the Vessel's cargo tanks on completion of discharge of cargo Charterers shall be entitled to appoint an independent surveyor to determine what, if any, quantity of such material is cargo which is liquid, pumpable and reachable by the Vessel's pumps. The independent surveyor's findings shall be final and binding on Owners and Charterers. Charterers shall be entitled to deduct from freight an amount equal to the FOB port of loading value of any quantity so determined together with freight due with respect thereto. Charterers hereby agree to indemnify Owners against any liability to a Bill of Lading holder resulting from non-delivery of any such cargo in respect of which a deduction from freight is made provided, however, that Charterers shall in no event be liable to indemnify Owners in an amount greater than the amount of the deduction from freight.	156 157 158 159 160 161 162 163 164
Cleaning of Vessel's Tanks, Pumps and Pipelines	9. Without prejudice to the provisions of Clause 2 Owners shall use due diligence to ensure that the Vessel presents for loading with her tanks, pumps and pipelines properly cleaned to the satisfaction of any inspector appointed by Charterers and ready for loading the cargo specified in Clause 3. Any time used in cleaning tanks, pumps and pipelines to Charterers' inspector's satisfaction shall not count as laytime or demurrage and shall, together with any costs incurred in the foregoing operations, be for Owners' account.	165 166 167 168 169
Arriving to Even Keel	10. If for any reason the Vessel is unable to trim to even keel for arrival at a discharge port Owners shall notify Charterers by radio or telex stating the Vessel's expected arrival draught forward and aft in salt water. Such notification shall be given as soon as practicable after the receipt of loading orders and no later than sailing from the loading port or place.	170 171 172 173
Slack Tanks	11. Notwithstanding the provisions of Clause 7, if Charterers are unable to supply the quantity of cargo specified in Clause 3 the Vessel shall not be required to proceed to sea until such of her tanks are filled as	174 175

	will place her in a seaworthy condition, and freight shall be paid as if the Vessel had been loaded with the quantity of cargo specified in Clause 3.	176 177
Inert Gas System	12. Owners undertake that the Vessel is equipped with a fully functional Inert Gas System which is in use on the date hereof and shall so remain during the period of this Charter and that the officers and crew are properly qualified by way of certification for, and experienced in, the operation of such System. Owners further undertake that the Vessel shall arrive at the loading port with her cargo tanks inerted and that such tanks shall remain inerted throughout the voyage and the subsequent discharge of the cargo. Any time lost, whether or not the Vessel is on demurrage, owing to deficient or improper operation of the Inert Gas System shall be for Owners' account.	178 179 180 181 182 183 184
	The Vessel's Inert Gas System shall fully comply with Regulation 62, Chapter II-2 of the SOLAS Convention 1974 as modified by its Protocol of 1978 and Owners undertake that such System shall be operated by the officers and crew in accordance with the operational procedures set out in the IMO publication entitled 'Inert Gas Systems 1983' as may, from time to time, be amended.	185 186 187 188
	If Charterers so require, Owners shall arrange for the Vessel's tanks to be de-inerted to facilitate inspection, gauging and sampling. Any time taken in de-inerting, inspecting, gauging, sampling and re-inerting thereafter shall count as laytime or, if the Vessel is on demurrage, as demurrage.	189 190 191
Crude Oil Washing- Crude Oil Vessels	13. Owners undertake that the Vessel is equipped with a fully functional Crude Oil Washing System and that the officers and crew are properly qualified by way of certification for, and experienced in, the operation of such System.	192 193 194
	Whilst Charterers may instruct the Master to carry out crude oil washing of all tanks which contained cargo the Master shall, in any event, arrange for the crude oil washing of cargo tanks to the MARPOL minimum standards, as set out in the Vessel's Crude Oil Washing Operation and Equipment Manual, at the discharge port or place.	195 196 197 198
	For all such crude oil washing the period for discharge specified in Clause 16 shall be increased from 24 to 30 hours or pro rata thereof in the case of a part cargo. Any additional time taken for discharge and crude oil washing shall not count as laytime or, if the Vessel is on demurrage, as demurrage.	199 200 201
Dues and Other Charges	14. Dues and other charges levied upon the Vessel, howsoever assessed, shall be paid by Owners. Dues and other charges upon the cargo shall be paid by Charterers.	202 203
	Notwithstanding the foregoing where, under the provisions of Worldscale, as amended at the date of this Charter, a due or charge is expressly for the account of Owners or Charterers then such due or charge shall be paid in accordance with such provisions.	204 205 206
	Should a charge be imposed upon Charterers by the owner of a berth by reason of prolonged occupation of such berth by the Vessel for reasons beyond the control of Charterers or their agents such charge shall be paid by Owners.	207 208 209
Loading and Discharge of Cargo	15. The cargo shall be pumped into the Vessel at the expense of and at the risk and peril of Charterers as far as the Vessel's manifold only, and pumped out of the Vessel at the expense of and at the risk and peril of Owners as far as the Vessel's manifold only.	210 211 212
	Owners shall, if requested, make available the hands, equipment, and facilities required on board for the connecting and disconnecting of hoses for loading and discharging. The Master may demand shore supervision of, and approval for, the connecting and disconnecting of hoses. Any delay resulting from the failure by Owners to provide the hands, equipment and facilities as aforesaid shall not count as laytime or, if the Vessel is on demurrage, as demurrage.	213 214 215 216 217
Pumping	16. Owners undertake that the Vessel shall discharge a full cargo, as defined hereunder, within 24 hours, or pro rata thereof in respect of a part cargo, from the commencement of pumping or that the Vessel shall maintain a minimum discharge pressure of 100 psig at the Vessel's manifold throughout the period of discharge provided that the shore receiving facilities are capable of accepting discharge of the cargo within such time or at such pressure. The shore receiving facilities shall have the right to gauge discharge pressure at the Vessel's manifold.	218 219 220 221 222 223
	Any additional time used owing to the inability of the Vessel to discharge the cargo within 24 hours or 30 hours, as the case may be, or such shorter period as may be applicable in the case of a part cargo, or to maintain a minimum discharge pressure of 100 psig at the Vessel's manifold throughout the discharge shall be for Owners' account and shall not count as laytime or, if the Vessel is on demurrage, as demurrage. If the shore receiving terminal facilities are unable to accept discharge of the cargo within the aforementioned time or at the aforementioned discharge pressure the Master shall present the shore receiving terminal with a Note of Protest forthwith, and in any event prior to the Vessel's departure from the berth,	224 225 226 227 228 229 230

and shall use all reasonable endeavours to have such Note of Protest countersigned on behalf of the shore receiving terminal in the absence of which countersignature the Master shall present a further Note of Protest to the shore receiving terminal. 231
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For the purpose of this Clause a full cargo shall mean the quantity referred to in Clause 3 or the Bill of Lading quantity, whichever is the greater. 234
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Charterers will not consider any claim by Owners for additional time used in the foregoing circumstances in the absence of the provision by Owners of the following documentation:- 236
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(a) an hourly pumping log, signed by a responsible officer of the Vessel and a terminal or Charterers' representative, showing the pressure maintained at the manifold throughout discharge and, in the absence of a signature from a terminal or Charterers' representative, a Note of Protest; 238
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(b) copies of all Notes of Protest issued or received by the Vessel in relation to the discharge in question; and 241

(c) copies of any other documentation generated by the Vessel or by the shore receiving terminal relevant to the discharge in question. 242
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**Laydays/
Cancelling**

17. Laydays for the purpose of this Charter shall be from 244

("the Commencement Date") to ("the Cancelling Date"). Laytime for the purposes of loading shall not commence before 0600 hours local time on the Commencement Date unless with Charterers' sanction in which event laytime shall commence when the Vessel commenced loading and should the Vessel not be ready to load by 1600 hours local time on the Cancelling Date Charterers shall have the option of cancelling this Charter. Should the Vessel, with Charterers' sanction, have commenced loading prior to the commencement of laytime, as provided above, then the time from such commencement of loading to the commencement of laytime shall constitute additional laytime for the purpose of loading and discharging and in respect of the period(s) referred to in Clause 18. 245
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If it appears to Charterers that the Vessel will be delayed beyond the Cancelling Date Charterers may require Owners to notify Charterers of the date on which they expect the Vessel to be ready to load whereupon Charterers shall have the option to cancel this Charter and such option shall then be declared by Charterers within 96 hours, Sundays and holidays excepted, of the receipt of the said notification from Owners. In the event of Owners giving such notification and Charterers not exercising their option to cancel within the stated period, the third day after the readiness date stated in Owners' notification, or such other date as may be mutually agreed, shall be the new Cancelling Date for the purpose of this Clause. If Owners fail to give such notification when requested by Charterers, Charterers shall have the option to cancel this Charter at any time prior to the arrival of the Vessel. 253
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Cancellation or failure to cancel shall be entirely without prejudice to any claim for damages Charterers may have for the Vessel not being ready to load by the original Cancelling Date stated in this Clause. 262
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**Amount of, and
Definition of,
Laytime**

18. Charterers shall be allowed hours, together with any period of additional laytime arising under the provisions of Clause 17 if Charterers sanction loading of the Vessel before the commencement of laydays, as laytime for loading and discharging and in respect of any period(s) when the Vessel, in accordance with Charterers' instructions, is proceeding or operating as referred to in Clauses 4, 5, 12, 21, 24, 25, 26, 29, 30 and 31. Sundays and holidays shall be included in respect of laytime for loading or discharging unless loading or discharging on the Sunday or holiday in question is prohibited by law or regulation at the port or place of loading or discharge and Charterers shall have the right of loading and discharging during the night. 264
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**Commencement
and Termination
of Laytime/
Demurrage
for Loading
and Discharge**

19. Subject only to Clauses 17, 20 and 21:- 272

(a) laytime or, if the Vessel is on demurrage, demurrage shall at each loading and each discharge port or place commence at the expiry of 6 hours after Notice of Readiness to load or discharge has been received from the Master or his agents by Charterers or their agents, berth or no berth, or when the Vessel commences to load or discharge at the berth or other loading or discharging place, whichever first occurs. Such Notice of Readiness may be given either by letter, facsimile transmission, telegram, telex, radio or telephone (and if given by radio or telephone shall subsequently be confirmed in writing and if given by facsimile transmission confirmed by telex) but Notice of Readiness shall not be given, without Charterers' sanction, before the commencement of laydays; and 273
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(b) laytime or, if the Vessel is on demurrage, demurrage shall run until the cargo hoses have been finally disconnected upon termination of loading or discharging, such disconnection to be effected promptly; provided always that if the Vessel is detained for more than 2 hours beyond the final disconnection of hoses by the shore terminal solely for the completion of cargo documentation and the presentation of such documents on board the vessel, laytime or, if the Vessel is on demurrage, demurrage shall re-commence 281
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	after such period of 2 hours and terminate upon the completion of cargo documentation.	286		
Suspension of Laytime/ Demurrage for Loading and Discharge	20. Time shall not count against laytime or, if the Vessel is on demurrage, for demurrage when spent or lost: -	287 288		
	(a) on an inward passage, including awaiting daylight, tide, opening of locks, pilot, or tugs and moving from anchorage, even if lightening has taken place at the anchorage, until the Vessel is securely moored at the berth or other loading or discharging place specified by Charterers;	289 290 291		
	(b) due, whether directly or indirectly, to breakdown, inefficiency or other cause attributable to the Vessel and/or Owners, including inability of the Vessel to pump out the cargo at the rate indicated in Clause 16 after taking account of any variations in back pressure;	292 293 294		
	(c) as a result of a labour dispute, or strike, involving Master, officers or crew of the Vessel or tugs or pilot;	295		
	(d) in, or in connection with, the handling of ballast unless this is carried out concurrently with loading or discharging such that no loss of time is involved; and	296 297		
	(e) in cleaning tanks, pumps and pipelines.	298		
	Nothing herein contained shall be affected by the provisions of Clause 46.	299		
	Laytime/ Demurrage/ Force Majeure	21. Any delay(s) arising from adverse weather or sea state conditions, fire, explosion, breakdown or failure of equipment, plant or machinery in or about ports or places of loading and/or discharge, Act of God, act of war, labour dispute, strike, riot, civil commotion, or arrest or restraint of princes, rulers or peoples shall, provided always that the cause of the delay(s) was not within the reasonable control of Charterers or Owners or their respective servants or agents, count as one half laytime or, if the Vessel is on demurrage, at one half of the demurrage rate.	300 301 302 303 304 305	
		Demurrage	22. Charterers shall pay demurrage at the rate of US\$ per running day and pro rata for part of a running day for all time that loading and discharging and any other time counting as laytime exceeds the laytime specified in Clause 18.	306 307 308
			Demurrage Time Bar	23. Charterers shall be discharged and released from all liability in respect of any claim for demurrage which Owners may have under this Charter unless a claim in writing has been presented to Charterers together with supporting documentation substantiating each and every constituent part of the claim within 90 days of the completion of discharge of the cargo carried hereunder.
Orders for Discharge Ports or Places		24. If, at any time after the Vessel has completed loading the cargo or part cargo, as the case may be, Charterers instruct the Vessel to await their orders at one or more locations, then all time spent by the Vessel awaiting orders as aforesaid shall count as laytime or, if the Vessel is on demurrage, as demurrage.	313 314 315	
Revised Orders		If after any loading or discharge port or place has been nominated Charterers desire to vary such port or place, Owners shall issue such revised instructions as are necessary at any time to give effect to Charterers' revised orders and any period by which the steaming time taken to reach the alternative port or place exceeds the time which should have been taken had the Vessel proceeded thither directly shall count as laytime or, if the Vessel is on demurrage, as demurrage. Charterers shall pay Owners for additional bunkers consumed during such excess time at the replacement price as paid by Owners substantiated by copies of such documents as Charterers may require.	316 317 318 319 320 321 322	
Vessel/Cargo Inspections/ Bunker Surveys	25. Charterers shall be entitled to cause their representative(s) to carry out inspections of the Vessel and/or observe cargo operations and/or ascertain the quantity and quality of the cargo, water and residues on board at any loading and/or discharge port or place.	323 324 325		
	Charterers' representative(s), or any independent surveyor appointed by Charterers, shall be entitled to survey and take samples from any or all of the Vessel's bunker fuel tanks and non-cargo spaces at any loading and/or discharge port or place.	326 327 328		
	Any exercise of, or failure to exercise, any of their rights under the foregoing provisions by Charterers shall neither increase nor reduce the respective rights and obligations of the parties under this Charter and shall not be deemed to be, nor construed as, a waiver or acceptance of any default on the part of Owners.	329 330 331		
	Any delay arising solely as a result of any such inspection, survey or sampling as aforesaid shall count as laytime or, if the Vessel is on demurrage, as demurrage. If the Master refuses to permit any such inspection, survey or sampling as aforesaid Charterers shall have the right to procure the removal of the Vessel from the place at which she is lying. All time lost by reason of any such refusal by the Master, including without limitation any time used in shifting the Vessel off, and back to, such, or any other, place shall not count as laytime or, if the Vessel is on demurrage, as demurrage and any expenses incurred as a	332 333 334 335 336 337		

	result of any such refusal, including without limitation Vessel shifting expenses, shall be paid by Owners.	338
Cargo Sampling	26. Charterers shall be entitled to require the Vessel to deviate at any time after leaving any loading port or place and to call at or off a port or place for cargo sampling purposes. Charterers undertake to obtain the consent of the owner(s) of any cargo on board at the time before requiring the Vessel to deviate as aforesaid.	339 340 341 342
	Any delay arising from Charterers' requiring the Vessel to deviate as aforesaid, based upon the period by which the steaming time taken by the Vessel to reach the next port of loading or discharge exceeds the time which should have been taken had the Vessel proceeded thither directly, shall count as laytime, or if the Vessel is on demurrage, as demurrage. Charterers shall pay Owners for additional bunkers consumed during the period of deviation at the replacement price as paid by Owners and substantiated by copies of such documents as Charterers may require and shall pay port expenses incurred by Owners at the port to which Owners were required to divert the Vessel.	343 344 345 346 347 348 349
Maintenance of Cargo Temperature	27. If Charterers so require Owners shall maintain the loaded temperature of the cargo and the Master shall advise Charterers, on a daily basis, of the temperature of such cargo in each of the Vessel's tanks. Notwithstanding the foregoing the Vessel shall not be obliged to maintain the cargo at a temperature in excess of 57deg C (135deg F). Owners warrant that the Vessel is capable of maintaining the cargo up to such maximum temperature throughout the laden voyage and throughout discharge of the cargo. If the Vessel fails to maintain the required temperature Owners shall be responsible for any resulting delay and any time lost thereby shall not count as laytime or, if the Vessel is on demurrage, as demurrage. Should it become necessary for the Vessel to vacate the berth because of Owners' failure to maintain the required temperature all time lost and expenses incurred shall be for Owners' account.	350 351 352 353 354 355 356 357 358
Cargo Heating	28. Charterers shall be entitled to require the Vessel to raise the temperature of the cargo above the loaded temperature up to a maximum temperature of 57deg C (135deg F) in all the Vessel's tanks. The Master shall advise Charterers, on a daily basis, of the temperature of the cargo in each of the Vessel's tanks throughout the voyage. Charterers shall reimburse Owners for the cost of additional bunkers used solely to raise the temperature of the cargo as aforesaid, as evidenced by copies of the Vessel's daily Engine Log Book for the complete laden voyage, subject to a limit of 6 tonnes per degree Celsius. Charterers shall pay for such bunkers at the replacement price paid by Owners and substantiated by copies of such documents as Charterers may require.	359 360 361 362 363 364 365 366
Ice on Voyage	29. If on passage to the nominated port or place of loading or discharge the Master finds that the port or place is inaccessible owing to ice he shall immediately request Charterers by radio for revised orders and remain outside the area of ice-bound water. The terms governing such time awaiting orders shall be in accordance with the provisions of Clause 24. Upon receipt of such request Charterers shall give orders for the Vessel to proceed to an alternative ice-free and accessible port or place where there are facilities for receiving or delivering the cargo. In this event freight shall be paid at the rate applicable under this Charter to such alternative loading or discharge port or place, and any period by which the steaming time taken to reach such alternative port or place exceeds the time which should have been taken had the Vessel proceeded thither direct shall count as laytime or, if the Vessel is on demurrage, as demurrage.	367 368 369 370 371 372 373 374 375
Ice at Loading/ Discharge Ports or Places	30. If, on or after the Vessel's arrival at a nominated port or place of loading or discharge, there is a danger of the Vessel being frozen in, the Master shall proceed to the nearest safe and ice-free position and at the same time request Charterers by radio for revised orders. Upon receipt of such request Charterers shall give orders for the Vessel either to proceed to an alternative ice-free and accessible port or place, where there is no danger of the Vessel being frozen in and where there are facilities for receiving or delivering cargo, or to return to and load or discharge at the nominated port or place. If the Vessel is ordered to an alternative port or place the sum in respect of freight and delay to be paid by Charterers shall be as provided in Clause 29, but if the Vessel loads or discharges at the nominated port or place, then, subject to the provisions of Clauses 19, 20 and 21, the whole of the time occupied from the receipt of Notice of Readiness to load or discharge on the Vessel's first arrival until hoses are disconnected after the completion of loading or discharge shall count as laytime, or if the Vessel is on demurrage, as demurrage. Any delay after the final disconnection of shore hoses caused by ice by reason of the Vessel returning to the nominated port or place on Charterers' instructions shall count as laytime or, if the Vessel is on demurrage, as demurrage.	376 377 378 379 380 381 382 383 384 385 386 387 388 389
Quarantine	31. Should Charterers require the Vessel to proceed to any port or place at which, at the time the Vessel is ordered to that port or place, there is quarantine time shall count as laytime or, if the Vessel is on demurrage, as demurrage whilst the Vessel is detained, but should quarantine be declared only whilst the Vessel is on passage to the port or place Charterers shall not be liable for any delay caused by such quarantine.	390 391 392 393 394
Lien	32. Owners shall have a lien upon the cargo for all freight, deadfreight, demurrage and the cost of recovery thereof.	395 396

Documentation	33. Owners undertake that throughout the currency of this Charter the Vessel shall have on board all such valid documentation as may, from time to time, be required to enable the Vessel to enter and carry out all required operations at loading or discharge ports or places and leave, without let or hindrance, all ports or places to which the Vessel may be directed under the terms of this Charter and Owners hereby expressly confirm: -	397 398 399 400 401
	(a) that they shall be responsible for any loss, damage, delay or expenses; and	402
	(b) that time shall not count as laytime or, if the Vessel is on demurrage, as demurrage for any period during which the Vessel is not fully and freely available to Charterers;	403 404
	as a result of action taken against her by any Government, Government Organisation, competent authority, person or organisation, owing to her flag, failure to have on board valid documentation as aforesaid or any dispute relating to Owners' wages or crew employment policy or to the condition of the Vessel or her equipment.	405 406 407 408
Calls at Sullom Voe	34. (a) Notwithstanding Clause 45 as from the date of agreement to, and for the duration of, this Charter Owners and their agents shall observe Charterers' instructions regarding the disposal of ballast from the Vessel. For such period as aforesaid Owners shall ensure that no engine room, pumproom or other oily effluent is discharged from the Vessel and shall, if required by Charterers, produce evidence of instructions cabled by them to the Master forbidding the discharge of such effluent from the Vessel. Charterers shall pay any deadfreight arising by reason of compliance with Charterers' instructions. If, before the commencement of loading at Sullom Voe Terminal, Charterers produce to Owners evidence of non-compliance with such instructions regarding the disposal of ballast or evidence of the discharge, or apparent discharge, of such effluent Charterers may, by notice in writing, cancel this Charter without incurring any liability for damages.	409 410 411 412 413 414 415 416 417 418
	b) Owners warrant that the Vessel is capable of accepting cargo at the following minimum acceptance rates and of deballasting within the following maximum periods:-	419 420
		421
	Minimum	Maximum
	Ship's size	Deballasting Period.
	Up to 81,283 tonnes SDWT	5 hours 30 minutes.
	81,284 tonnes to 162,567 tons SDWT	8 hours 40 minutes.
	162,568 to 325,134 tonnes SDWT	11 hours 10 minutes.
	Over 325,135 tonnes SDWT	13 hours 00 minutes.
		422 423 424 425 426
	Should the Vessel's cargo acceptance rate be less than the relevant minimum rate specified above or should the deballasting time specified above exceed the relevant maximum period the excess time required to complete loading shall be deducted from any laytime or demurrage accruing under the provisions of this Charter.	427 428 429 430
	(c) Owners warrant that the Vessel shall present manifolds of 16 inch diameter, class ANSI 150 with a minimum 500 mm between flanges or reducer/spool pieces such that the quick closing coupler may operate without restrictions.	431 432 433
Calls at Nigerian Ports	35. Owners warrant that the Vessel is neither directly nor indirectly owned and/or chartered by South African, Namibian, Zimbabwean or Israeli companies or persons, that the Vessel is not registered in any of the aforementioned States and that the Vessel is not linked, by means of financial arrangements or mortgages, with such States.	434 435 436 437
	Owners warrant that the Master, officers and crew and any supernumeraries or passengers do not, and shall not, include nationals of any of the aforementioned States or persons who were born in, or reside in, any of such States.	438 439 440
	Owners warrant that the Vessel has not called at or off any port in South Africa, Namibia, or Israel within the last 2 years prior to her arrival in Nigerian waters. A port of call in this context includes calling at or off a port to receive services such as mail and/or provisions whether by helicopter or launch and not merely discharging, loading, repairing or bunkering.	441 442 443 444
	Owners warrant that no stores, spare parts, provisions and packing of material on board emanate from any of the States referred to in the first paragraph of this Clause.	445 446
Bills of Lading and Indemnities	36. Bills of Lading shall be signed as Charterers direct, without prejudice to this Charter. Charterers hereby indemnify Owners -	447 448
	(a) against all liabilities that may arise from the signing of Bills of Lading in accordance with the directions of Charterers to the extent that the terms of such Bills of Lading impose more onerous liabilities than those	449 450

	assumed by Owners under the terms of this Charter; and	451
	(b) against claims brought by holders of Bills of Lading against Owners by reason of any deviation required by Charterers under the provisions of Clauses 24 and 26.	452 453
	All Bills of Lading issued under this Charter shall contain War Risks, Both-to-Blame Collision and New Jason clauses.	454 455
Unavailability of Bills of Lading	If a Bill of Lading is not available at any discharge port or place to which the Vessel may be ordered by Charterers under this Charter or if Charterers require Owners to deliver cargo to a party and/or at a port or place other than as set out in the Bills of Lading, then Owners shall nevertheless discharge the cargo carried by the Vessel in compliance with Charterers' instructions, upon a consignee nominated by Charterers (hereinafter called "the Receiver") presenting reasonable identification to the Master, in consideration of the following undertakings by Charterers:-	456 457 458 459 460 461
Change of Receiver	(i) to indemnify Owners (which term shall, for the purpose of this Clause, include Owners' servants and agents) and to hold Owners harmless in respect of any liability, loss or damage of whatsoever nature which Owners may sustain by reason of delivering the cargo to the Receiver in accordance with Charterers' instructions;	462 463 464 465
Change of Discharge Port or Places	(ii) to provide Owners, in the event of any proceedings being commenced against Owners in connection with the delivery of the cargo as aforesaid, from time to time on demand, with sufficient funds to defend the same;	466 467 468
	(iii) to provide Owners on demand such bail or other security as may be required if, in connection with the delivery of the cargo as aforesaid, the Vessel or any other vessel or property belonging to Owners should be arrested or detained or, if the arrest or detention thereof should be threatened, to prevent such arrest or detention, or to secure the release of such Vessel or property and to indemnify Owners in respect of any loss, damage or expenses caused by such arrest or detention whether or not the same be justified; and	469 470 471 472 473
	(iv) to produce and deliver to Owners all original Bills of Lading in respect of the cargo loaded by the Vessel as soon as same shall have arrived and/or come into the possession of Charterers whereupon Charterers' liability hereunder shall cease.	474 475 476
	The provisions of the foregoing undertakings shall be governed by English Law.	477
Coding of Cargo Documentation - US Customs Regulations	37. If Charterers require the Vessel to load or discharge at a port or ports within the jurisdiction of the US Customs Service, Owners shall procure that the Master complies with Charterers' instructions as to the insertion of Owners' Unique Identifier in each Bill of Lading accompanying a shipment of imported cargo in accordance with US Customs Regulations (19 CFR Parts 4 and 178). Owners shall provide Charterers or their agents on request with details of their Unique Bill of Lading Identifier in respect of any cargo carried hereunder.	478 479 480 481 482 483
	In the event that the Master fails to comply with Charterers' instruction as aforesaid Owners shall be liable for any delays resulting therefrom and any time lost thereby shall not count as laytime or, if the Vessel is on demurrage, as demurrage.	484 485 486
Liberty	38. 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 ports for bunkers, and to deviate for the purpose of saving life or property, or for any other reasonable purpose.	487 488 489
Agency	39. Charterers shall nominate the Vessel's agents at loading and discharge ports or places but such agents shall be employed, instructed and paid by Owners.	490 491
Estimated Times of Arrival	40. If the Master fails to comply with any of the following provisions any delay, either at a loading or discharge port or place, resulting therefrom shall not count as laytime or, if the Vessel is on demurrage, as demurrage and Owners shall be responsible for any additional costs incurred by Charterers arising from such non-compliance.	492 493 494 495
	The Master shall send messages by radio or telex to Charterers addressed 'BP Shipping London' and to the agents at the loading port or place advising the date and approximate hour of the Vessel's arrival. Such messages shall be sent upon the Vessel's sailing from the prior discharge port and 7 days and 72, 48 and 24 hours prior to the Vessel's estimated arrival at the loading port or place. Should the Vessel be at sea or elsewhere when ordered by Owners to proceed to the loading port or place the Master shall, if the Vessel is less than 7 days or 72/48/24 hours, as applicable, from the loading port or place, immediately notify Charterers and the agents of the Vessel's ETA in the manner aforesaid and thereafter notify Charterers and the agents of the Vessel's ETA at such of the times as aforesaid as are applicable or immediately provide Charterers with such other ETAs as Charterers may request.	496 497 498 499 500 501 502 503 504

	The Master shall notify Charterers and the agents of the Vessel's ETA at the discharge port or place in the manner aforesaid also providing information as to the Vessel's expected arrival draught on even keel salt water either upon the Vessel leaving the previous port or place or 72 hours prior to her estimated arrival at the discharge port or place, whichever is the later. Thereafter the Master shall notify Charterers and the agents of the Vessel's ETA together with the information as aforesaid 48 and 24 hours, as applicable, from the discharge port or place or immediately provide Charterers with such other ETAs as Charterers may request.	505 506 507 508 509 510 511
	The Master shall advise Charterers and the agents promptly by radio or telex of any variation of more than 6 hours in estimated dates or times of arrival at the loading and/or discharge port or place.	512 513
	Should the voyage involve passing the Cape of Good Hope the Master shall, on passing the Cape of Good Hope, send an additional radio or telex message to Charterers, advising the Vessel's ETA off Land's End or at the discharge port or place if already nominated, stating also the estimated arrival draught on even keel salt water.	514 515 516 517
	Charterers shall have the right to see copies of all telexes (showing answerbacks) referred to in this Clause.	518
Sub-Charter	41. Charterers may sub-charter the Vessel without prejudice to the respective rights and obligations of either party under this Charter.	519 520
Cargo Insurance	42. Any additional premium which might be placed on the cargo insurance by reason of the Vessel's age and/or condition shall be for Owners' account, and Charterers shall be entitled to deduct the cost of any such additional premium from the freight.	521 522 523
Bunker Fuel	43. If the supply of bunker fuel required for the voyage performed under this Charter should not at the material date be covered under a contract between Owners and any of the BP Group of Companies, the first option of supplying such bunker fuel shall be given by Owners to a Company within the BP Group.	524 525 526
Traffic Separation and Routing	44. Owners shall instruct the Master to observe recommendations as to traffic separation and routing as issued from time to time by the International Maritime Organisation or as promulgated by the State of the flag of the Vessel or the State in which the effective management of the Vessel is exercised.	527 528 529
Oil Pollution Prevention	45. Owners shall instruct the Master to retain on board all oily residues of oil of a persistent nature remaining in the Vessel from the previous cargo. The Master shall, during tank washing, collect the washings into one cargo compartment and after maximum separation of the free water, discharge the water so separated overboard. In the discharge of all water separated as aforesaid Owners shall comply with the requirements of the International Convention for the Prevention of Pollution from Ships 1973, as amended by its Protocol of 1978 (MARPOL 73/78), insofar as these do not conflict with any applicable law.	530 531 532 533 534 535
	When this operation is completed the Master shall notify Charterers by radio of the estimated tonnage of all segregated tank washings from previous cargoes.	536 537
Treatment of Tank Washings	On the Vessel's arrival at the loading port or place the Master shall arrange that the quantity of all segregated tank washings shall be measured in conjunction with cargo suppliers and shall make a note in the Vessel's ullage record of the quantity so measured.	538 539 540
	If Charterers require the Master to load the cargo on top of the segregated tank washings, freight calculated in accordance with Clause 6 shall be paid on that quantity of the tank washings up to a tonnage equivalent of 1% of the Vessel's summer deadweight. Owners shall instruct the Master to keep the water to a minimum and in any event not exceeding 0.15% of the Vessel's summer deadweight tonnage.	541 542 543 544
	If Charterers require the Master to segregate the tank washings from the cargo to be loaded, Charterers shall pay for any deadfreight so incurred.	545 546
	If, for whatever reason, the cargo loaded hereunder is not loaded on top of the segregated tank washings from previous cargoes (or any part thereof), Owners undertake that all such washings shall be discharged or disposed of or retained in accordance with the orders and directions of Charterers on completion of the voyage hereunder.	547 548 549 550
Exceptions	46. The provisions of Articles III (other than Rule 8), IV, IV bis and VIII of the Schedule to the Carriage of Goods by Sea Act, 1971 of the United Kingdom shall apply to this Charter and shall be deemed to be inserted in extenso herein. This Charter shall be deemed to be a contract for the carriage of goods by sea to which the said Articles apply, and Owners shall be entitled to the protection of the said Articles in respect of any claim made hereunder.	551 552 553 554 555
	Charterers shall not, unless otherwise in this Charter expressly provided, be responsible for any loss or	556

	damage or delay or failure in performance hereunder arising or resulting from Act of God, act of war, seizure under legal process, quarantine restrictions, labour disputes, strikes, riots, civil commotions, arrest or restraint of princes, rulers or peoples.	557 558 559
War Risks	47. (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.	560 561 562
	(b) If -	563
	(i) any port of loading or of discharge named in this Charter or to which the Vessel may properly be ordered pursuant to the terms of this Charter or the Bills of Lading be blockaded: or	564 565
	(ii) owing to any war, hostilities, warlike operations, civil war, civil commotions, revolutions, or the operation of international law:-	566 567
	(aa) entry to any such port of loading or of discharge or the loading or discharge of cargo at any port be considered by the Master or Owners in his or their discretion dangerous or prohibited, or	568 569
	(bb) it be considered by the Master or Owners in his or their discretion dangerous or impossible for the Vessel to reach any such port of loading or of discharge,	570 571
	then 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 whether within or outside the range of loading or discharge ports respectively established under the provisions of this Charter (provided such other port is not blockaded or that entry thereto or loading or discharge of cargo thereat is not in the Master's or Owners' discretion dangerous or prohibited). If no orders be received from Charterers within 48 hours after they or their agents have received from Owners a request for the nomination of a substitute port, then:	572 573 574 575 576 577
	if the affected port is the first and only loading port and no cargo has been loaded, this Charter shall terminate forthwith;	578 579
	if the affected port is a loading port and part of the cargo has already been loaded, the Vessel may proceed on passage and Charterers shall pay for any deadfreight so incurred;	580 581
	if the affected port is a discharge port, Owners shall be at liberty to discharge the cargo at any safe port which they or the Master may in their or his discretion decide on (whether within or outside the range of discharge ports established under the provisions of this Charter) 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.	582 583 584 585 586
	In the event of the cargo being loaded or discharged at any such other port within the respective range of loading or discharge ports established under the provisions of this Charter, this Charter shall be read in respect of freight and all other conditions whatsoever as if the voyage performed were that originally designated. However if the Vessel discharges the cargo at a port outside the range of discharge ports established under the provisions of this Charter, freight shall be paid as for the voyage originally designated and all extra expenses involved in reaching the actual port of discharge and/or discharging the cargo thereat shall be paid by Charterers. In the latter event Owners shall have a lien on the cargo for all such extra expenses.	587 588 589 590 591 592 593 594
	(c) 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.	595 596 597 598 599 600 601 602
	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 such other port of discharge shall be paid by Charterers and Owners shall have a lien on the cargo for freight and all such expenses.	603 604 605 606 607 608 609 610 611

Both to Blame Collision	48. 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, or the laws of any State which applies laws similar to those applied in the USA in the circumstances envisaged by this Clause, the following Clause shall apply:-	612 613 614 615
	"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 goods 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, said goods, paid or payable by the other or non-carrying vessel or her owners to the owners of said goods and set off, recouped or recovered by the other or non-carrying vessel or her owners as part of their claim against the carrying vessel or carrier.	616 617 618 619 620 621 622 623
	The foregoing provisions shall also apply where the owner, 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 collision or contact."	624 625 626
	Whilst Charterers shall procure that all Bills of Lading issued under this Charter shall contain a provision in the foregoing terms, to be applicable where the liability for any collision in which the Vessel is involved falls to be determined in accordance with the preamble of this Clause, Charterers neither warrant nor undertake that such provision shall be effective. In the event that such provision proves ineffective Charterers shall, notwithstanding anything to the contrary herein provided, not be obliged to indemnify Owners.	627 628 629 630 631 632
General Average	49. General Average shall be adjusted and settled in London in accordance with the York/Antwerp Rules 1974 or any modification or re-enactment thereof for the time being in force.	633 634
New Jason	50. If, notwithstanding Clause 49, it is agreed in writing that General Average adjustment be made in accordance with the law and practice of the United States of America, the following Clause shall apply:-	635 636
	"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, losses or expenses of a general average nature that may be made or incurred and shall pay salvage and special charges incurred in respect of the cargo.	637 638 639 640 641 642
	If a salving ship is owned or operated by the carrier, salvage shall be paid for as fully as if the said salving ship or ships belonged to strangers. Such deposit as the carrier or his agents may deem sufficient to cover the estimated contribution of the 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".	643 644 645 646
FMC Certificate/ US Coastguard Regulations	51. Owners undertake that the Vessel carries on board a valid US Coast Guard Certificate of Financial Responsibility as required under the US Federal Water Pollution Control Act as amended by the Clean Water Act of 1977. Any delay arising from failure by Owners to have such a Certificate on board the Vessel shall not count as laytime or, if the Vessel is on demurrage, as demurrage.	647 648 649 650
	Owners warrant that during the period of this Charter the Vessel shall comply with all applicable US Coast Guard Regulations and that if in any respect whatsoever the Vessel does not so comply there shall be on board the Vessel appropriate waivers from the US Coast Guard. Any delay arising from non-compliance with the foregoing provision shall not count as laytime or, if the Vessel is on demurrage, as demurrage.	651 652 653 654
Clause Paramount	52. All Bills of Lading issued under this Charter shall contain the following Clause Paramount:-	655
	"CLAUSE PARAMOUNT	656
	This Bill of Lading shall:	657
	(1) in relation to the carriage of any goods from any port in Great Britain or Northern Ireland to any other port whether in or outside Great Britain or Northern Ireland have effect subject to the provisions of the Carriage of Goods by Sea Act 1971 and to the Rules contained in the Schedule thereto (the Hague/Visby Rules) and nothing herein contained shall be deemed a surrender by the Carrier of any of his rights or immunities or an increase of any of his responsibilities or liabilities under the said Act;	658 659 660 661 662
	(2) in relation to the carriage of any goods from any port in a state in which legislation similar in effect to the Carriage of Goods by Sea Act 1971 of the United Kingdom is in force to any port in any other state, have effect subject to such legislation and to the Rules contained in the Schedule thereto and nothing herein	663 664 665

contained shall be deemed a surrender by the Carrier of any of his rights or immunities or an increase of 666
any of his responsibilities or liabilities under the said legislation; 667

(3) in relation to the carriage of any goods between ports in two different states, where this Bill of Lading 668
is issued in Great Britain, Northern Ireland or any state in which legislation similar in effect to the 669
Carriage of Goods by Sea Act 1971 of the United Kingdom is in force have effect subject to such Act or such 670
legislation and to the Rules contained in the Schedule thereto and nothing herein contained shall be deemed 671
a surrender by the Carrier of any of his rights or immunities or an increase of any of his responsibilities or 672
liabilities under the said Act or said legislation; 673

(4) in any other case have effect as if the contract of carriage herein contained were a contract of carriage 674
to which the provisions of the Carriage of Goods by Sea Act 1971 of the United Kingdom applied and the 675
Carrier shall be entitled to the benefit of the privileges, rights and immunities conferred by the said Act and 676
the Rules contained in the Schedule thereto as if the same were herein specifically set out. 677

Notwithstanding the foregoing provisions of this Clause the Hague/Visby Rules shall not apply to this 678
contract where the goods carried hereunder consist of cargo which by this contract is stated as being 679
carried on deck and is so carried. 680

If any term of this Bill of Lading be repugnant to the provisions of the Hague/Visby Rules such term shall 681
be void to that extent but no further." 682

TOVALOP

53. Owners warrant that the Vessel is a Participating Tanker in TOVALOP and will so remain during 683
this Charter, provided however that nothing herein shall prevent Owners, upon prior notice to Charterers, 684
from withdrawing from TOVALOP under Clauses III(B) or X thereof, and provided further that upon any 685
withdrawal under Clause III(B) or under Clause X, following an amendment to TOVALOP which does not 686
materially increase the obligations of the Parties thereunder, Charterers shall have the option to terminate 687
this Charter. 688

When an escape or discharge of Oil occurs from the Vessel and causes or threatens to cause Pollution 689
Damage, or when there is the Threat of an escape or discharge of Oil (i.e. a grave and imminent danger of 690
the escape or discharge of Oil which, if it occurred would create a serious danger of Pollution Damage), 691
then Charterers may, at their option, upon notice to Owners or the Master, undertake such measures as are 692
reasonably necessary to prevent or minimise such Damage or to remove the Threat, unless Owners 693
promptly undertake the same. Charterers shall keep Owners advised of the nature and result of any such 694
measures taken by them, and, if time permits, the nature of the measures intended to be taken by them. Any 695
of the aforementioned measures taken by Charterers shall be deemed taken on Owners' authority and as 696
Owners' agent, and shall be at Owners' expense except to the extent that: 697

(a) any such escape or discharge or Threat was caused or contributed to by Charterers; or 698

(b) by reason of the exceptions set out in Article III, paragraph 2, of the 1969 International Convention on 699
Civil Liability for Oil Pollution Damage, Owners are, or, had the said Convention applied to such escape or 700
discharge or to the Threat, would have been, exempt from liability for the same; or 701

(c) the cost of such measures together with all other liabilities, costs and expenses of Owners arising out of 702
or in connection with such escape or discharge or Threat removal exceeds One Hundred and Sixty U.S. 703
Dollars per ton or Sixteen Million Eight Hundred Thousand U.S. Dollars, whichever is the lesser, save 704
insofar as Owners shall be entitled to recover such excess under either the 1971 International Convention 705
on the Establishment of an International Fund for Compensation for Oil Pollution Damage or under 706
CRISTAL, provided that in any incident to which the TOVALOP Supplement applies the Owners' limit of 707
liability hereunder shall be that provided for in the said Supplement; 708

PROVIDED ALWAYS that if Owners in their absolute discretion consider said measures should be 709
discontinued, Owners shall so notify Charterers and thereafter Charterers shall have no right to continue 710
said measures under the provisions of this Clause and all further liability to Charterers under this Clause 711
shall thereupon cease. 712

The above provisions are not in derogation of such other rights as Charterers or Owners may have under 713
this Charter or may otherwise have or acquire by Law or any International Convention or TOVALOP. 714

For the purposes of this Clause, the meaning of the terms "Oil" and "Pollution Damage" shall be as 715
defined in TOVALOP and "ton" shall be understood in relation to "tonnage" as defined therein. 716

The BP Shipping Questionnaire

54. During pre-fixture negotiations leading to agreement between Owners and Charterers to the terms 717
and conditions of this Charter Owners have, either in consultation with their brokers or otherwise, 718
provided Charterers with a completed BP Shipping Questionnaire a copy of which shall be attached hereto 719
as Appendix 1. 720

Owners warrant that the responses to the BP Shipping Questionnaire provided by or on behalf of them are correct. If any response as provided by or on behalf of Owners proves to be incorrect Charterers shall be entitled either:- 721
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723

(a) to cancel this Charter forthwith without prejudice to any other rights available to them under this Charter or otherwise under English Law; or 724
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(b) to recover, by deduction from freight, any losses, costs, damages or expenses incurred as a direct result of Owners' breach of warranty. 726
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In the event of any conflict arising between any provision(s) in the body of this Charter and any provision(s) in Appendix 1 the provision(s) contained in the body of this Charter shall prevail. 728
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Law 55. The construction, validity and performance of this Charter shall be governed by English Law. The High Court in London shall have exclusive jurisdiction over any dispute which may arise out of this Charter. 730
731
732

In Witness Whereof the parties have caused this Charter to be executed as of the date first above written

.....

for and on behalf of

..... OWNERS

.....

for and on behalf of **BP SHIPPING LIMITED** as agents for

..... **CHARTERERS**

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APPENDIX 1

The BP Shipping Questionnaire

Type Here (Delete this)