

Code word for this Charter Party
"SHELLTIME 4"

Issued December 1984 amended December 2003

Time Charter Party
LONDON, Geneva 20 PROFORMA

	IT IS THIS DAY AGREED between	1
	of (hereinafter referred to as "Owners"), being owners	2
	of the good motor/steam* vessel called	3
	(hereinafter referred to as "the vessel") described as per Clause 1 hereof and	4
	of Geneva (hereinafter referred to as "Charterers"):	5
Description And Condition of Vessel	1. At the date of delivery of the vessel under this charter and throughout the charter period:	6
	(a) she shall be classed by a Classification Society which is a member of the International Association of Classification Societies;	7
	(b) she shall be in every way fit to carry crude petroleum and/or its products;	8
	(c) she shall be tight, staunch, strong, in good order and condition, and in every way fit for the service, with her machinery, boilers, hull and other equipment (including but not limited to hull stress calculator, radar, computers and computer systems) in a good and efficient state;	9
	(d) her tanks, valves and pipelines shall be oil-tight;	10
	(e) she shall be in every way fitted for burning, in accordance with the grades specified in Clause 29 hereof:	11
	(i) at sea, fuel oil for main propulsion and fuel oil/marine diesel oil* for auxiliaries;	12
	(ii) in port, fuel oil/marine diesel oil* for auxiliaries;	13
	(f) she shall comply with the regulations in force so as to enable her to pass through the Suez and Panama Canals by day and night without delay;	14
	(g) she shall have on board all certificates, documents and equipment required from time to time by any applicable law to enable her to perform the charter service without delay;	15
	(h) she shall comply with the description in the OCIMF Harmonised Vessel Particulars Questionnaire appended hereto as Appendix A, provided however that if there is any conflict between the provisions of this questionnaire and any other provision, including this Clause 1, of this charter such other provisions shall govern;	16
	(i) her ownership structure, flag, registry, classification society and management company shall not be changed;	17
Safety Management	(j) Owners will operate:	18
	(i) a safety management system certified to comply with the International Safety Management Code (ISM Code) for the Safe Operation of Ships and for Pollution Prevention;	19
	(ii) a documented safe working procedures system (including procedures for the identification and mitigation of risks);	20
	(iii) a documented environmental management system;	21
	(iv) documented accident/incident reporting system compliant with flag state requirements;	22
	(k) Owners shall submit to Charterers a monthly written report detailing all accidents/incidents and environmental reporting requirements, in accordance with the Shell Safety and Environmental Monthly Reporting Template appended hereto as Appendix B;	23
	(l) Owners shall maintain Health Safety Environmental (HSE) records sufficient to demonstrate compliance with the requirements of their HSE system and of this charter. Charterers reserve the right to confirm compliance with HSE requirements by audit of Owners.	24
	(m) Owners will arrange at their expense for a SIRE inspection to be carried out at intervals of six months plus or minus thirty days.	25
Shipboard Personnel And their Duties	2. (a) At the date of delivery of the vessel under this charter and throughout the charter period:	26
	(i) she shall have a full and efficient complement of master, officers and crew for a vessel of her tonnage, who shall in any event be not less than the number required by the laws of the flag state and who shall be trained to operate the vessel and her equipment competently and safely;	27
	(ii) all shipboard personnel shall hold valid certificates of competence in accordance with the requirements of the law of the flag state;	28
	(iii) all shipboard personnel shall be trained in accordance with the relevant provisions of the International Convention on Standards of Training, Certification and Watchkeeping for Seafarers, 1995 or any additions, modifications or subsequent versions thereof;	29
	(iv) there shall be on board sufficient personnel with a good working knowledge of the English language to enable cargo operations at loading and discharging places to be carried out efficiently and safely and to enable communications between the vessel and those loading the vessel or accepting discharge there from to be carried out quickly and efficiently;	30
	(v) the terms of employment of the vessels staff and crew will always remain acceptable to The International Transport Workers Federation and the vessel will at all times carry a Blue Card;	31
	(vi) the nationality of the vessels officers given in the OCIMF Vessel Particulars Questionnaire referred to in Clause 1(h) will not change without Charterers prior agreement.	32
	(b) Owners guarantee that throughout the charter service the master shall with the vessel's officers	33

	and crew, unless otherwise ordered by Charterers;	68
	(i) prosecute all voyages with the utmost despatch;	69
	(ii) render all customary assistance; and	70
	(iii) load and discharge cargo as rapidly as possible when required by Charterers or	71
	their agents to do so, by night or by day, but always in accordance with the laws	72
	of the place of loading or discharging (as the case may be) and in each case in	73
	accordance with any applicable laws of the flag state.	74
Duty to Maintain	3. (a) Throughout the charter service Owners shall, whenever the passage of time, wear and tear or	75
	any event (whether or not coming within Clause 27 hereof) requires steps to be taken to	76
	maintain or restore the conditions stipulated in Clauses 1 and 2(a), exercise due diligence so to	77
	maintain or restore the vessel.	78
	(b) If at any time whilst the vessel is on hire under this charter the vessel fails to comply with the	79
	requirements of Clauses 1, 2(a) or 10 then hire shall be reduced to the extent necessary to	80
	indemnify Charterers for such failure. If and to the extent that such failure affects the time taken	81
	by the vessel to perform any services under this charter, hire shall be reduced by an amount	82
	equal to the value, calculated at the rate of hire, of the time so lost.	83
	Any reduction of hire under this sub-Clause (b) shall be without prejudice to any other remedy	84
	available to Charterers, but where such reduction of hire is in respect of time lost, such time	85
	shall be excluded from any calculation under Clause 24.	86
	(c) If Owners are in breach of their obligations under Clause 3(a)), Charterers may so notify Owners	87
	in writing and if, after the expiry of 30 days following the receipt by Owners of any such notice,	88
	Owners have failed to demonstrate to Charterers' reasonable satisfaction the exercise of due	89
	diligence as required in Clause 3(a), the vessel shall be off-hire, and no further hire payments	90
	shall be due, until Owners have so demonstrated that they are exercising such due diligence.	91
	(d) Owners shall advise Charterers immediately, in writing, should the vessel fail an inspection by,	92
	but not limited to, a governmental and/or port state authority, and/or terminal and/or major	93
	charterer of similar tonnage. Owners shall simultaneously advise Charterers of their proposed	94
	course of action to remedy the defects which have caused the failure of such inspection.	95
	(e) If, in Charterers reasonably held view:	96
	failure of an inspection, or,	97
	any finding of an inspection,	98
	referred to in Clause 3 (d), prevents normal commercial operations then Charterers have the	99
	option to place the vessel off-hire from the date and time that the vessel fails such inspection, or	100
	becomes commercially inoperable, until the date and time that the vessel passes a re-inspection	101
	by the same organisation, or becomes commercially operable, which shall be in a position no	102
	less favourable to Charterers than at which she went off-hire.	103
	(f) Furthermore, at any time while the vessel is off-hire under this Clause 3 (with the exception of	104
	laue 3(e)(ii)), Charterers have the option to terminate this charter by giving notice in writing	105
	with effect from the date on which such notice of termination is received by Owners or from any	106
	later date stated in such notice. This sub-Clause (f) is without prejudice to any rights of	107
	Charterers or obligations of Owners under this charter or otherwise (including without limitation	108
	Charterers' rights under Clause 21 hereof).	109
Period Trading	4. (a) Owners agree to let and Charterers agree to hire the vessel for a period of	110
Limits and Safe	plus or minus days in Charterers option, commencing from the time and date of delivery	111
Places	of the vessel, for the purpose of carrying all lawful merchandise (subject always to Clause 28)	112
	including in particular;	113
	XXXXXX	114
	in any part of the world, as Charterers shall direct, subject to the limits of the current British	115
	Institute Warranties and any subsequent amendments thereof. Notwithstanding the foregoing,	116
	but subject to Clause 35, Charterers may order the vessel to ice-bound waters or to any part of	117
	the world outside such limits provided that Owners consent thereto (such consent not to be	118
	unreasonably withheld) and that Charterers pay for any insurance premium required by the	119
	vessel's underwriters as a consequence of such order.	120
	(b) Any time during which the vessel is off-hire under this charter may be added to the charter	121
	period in Charterers option up to the total amount of time spent off-hire. In such cases the rate	122
	of hire will be that prevailing at the time the vessel would, but for the provisions of this Clause,	123
	have been redelivered.	124
	(c) Charterers shall use due diligence to ensure that the vessel is only employed between and at safe	125
	places (which expression when used in this charter shall include ports, berths, wharves, docks,	126
	anchorage, submarine lines, alongside vessels or lighters, and other locations including	127
	locations at sea) where she can safely lie always afloat. Notwithstanding anything contained in	128
	this or any other clause of this charter, Charterers do not warrant the safety of any place to	129
	which they order the vessel and shall be under no liability in respect thereof except for loss or	130
	damage caused by their failure to exercise due diligence as aforesaid. Subject as above, the	131
	vessel shall be loaded and discharged at any places as Charterers may direct, provided that	132
	Charterers shall exercise due diligence to ensure that any ship-to-ship transfer operations shall	133
	conform to standards not less than those set out in the latest published edition of the	134
	ICS/OCIMF Ship-to-Ship Transfer Guide.	135
	(d) Unless otherwise agreed, the vessel shall be delivered by Owners dropping outward pilot at a	136
	port in	137
	138
	at Owners' option and redelivered to Owners dropping outward pilot at a port in	139
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	at Charterers' option.	141
	(e) The vessel will deliver with last cargo(es) of and will redeliver with last cargo(es) of	142
	(f) Owners are required to give Charterers days prior notice of delivery and Charterers are	143
	required to give Owners days prior notice of redelivery.	144
Laydays/ Cancelling	5. The vessel shall not be delivered to Charterers before and Charterers shall have the option of cancelling this charter if the vessel is not ready and at their disposal on or before	145 146 147
Owners to Provide	6. Owners undertake to provide and to pay for all provisions, wages (including but not limited to all overtime payments), and shipping and discharging fees and all other expenses of the master, officers and crew; also, except as provided in Clauses 4 and 34 hereof, for all insurance on the vessel, for all deck, cabin and engine-room stores, and for water; for all drydocking, overhaul, maintenance and repairs to the vessel; and for all fumigation expenses and de-rat certificates. Owners' obligations under this Clause 6 extend to all liabilities for customs or import duties arising at any time during the performance of this charter in relation to the personal effects of the master, officers and crew, and in relation to the stores, provisions and other matters aforesaid which Owners are to provide and pay for and Owners shall refund to Charterers any sums Charterers or their agents may have paid or been compelled to pay in respect of any such liability. Any amounts allowable in general average for wages and provisions and stores shall be credited to Charterers insofar as such amounts are in respect of a Period when the vessel is on-hire.	148 149 150 151 152 153 154 155 156 157 158 159
Charterers to Provide	7. (a) Charterers shall provide and pay for all fuel (except fuel used for domestic services), towage and pilotage and shall pay agency fees, port charges, commissions, expenses of loading and unloading cargoes, canal dues and all charges other than those payable by Owners in accordance with Clause 6 hereof, provided that all charges for the said items shall be for Owners' account when such items are consumed, employed or incurred for Owners' purposes or while the vessel is off-hire (unless such items reasonably relate to any service given or distance made good and taken into account under Clause 21 or 22); and provided further that any fuel used in connection with a general average sacrifice or expenditure shall be paid for by Owners. (b) In respect of bunkers consumed for Owners purposes these will be charged on each occasion by Charterers on a first-in-first-out basis valued on the prices actually paid by Charterers. (c) If the trading limits of this charter include ports in the United States of America and/or its protectorates then Charterers shall reimburse Owners for port specific charges relating to additional premiums charged by providers of oil pollution cover, when incurred by the vessel calling at ports in the United States of America and/or its protectorates in accordance with Charterers orders.	160 161 162 163 164 165 166 167 168 169 170 171 172 173 174
Rate of Hire	8. Subject as herein provided, Charterers shall pay for the use and hire of the vessel at the rate of United States Dollars per day, and pro rata for any part of a day, from the time and date of her delivery (local time) to Charterers until the time and date of redelivery (local time) to Owners.	175 176 177 178
Payment of Hire	9. Subject to Clause 3 (c) and 3 (e), payment of hire shall be made in immediately available funds to: Account:	179 180 181 182 183 184
	in United States Dollars per calendar month in advance, less:	185
	(i) any hire paid which Charterers reasonably estimate to relate to off-hire periods, and;	186
	(ii) any amounts disbursed on Owners' behalf, any advances and commission thereon, and charges which are for Owners' account pursuant to any provision hereof, and;	187 188
	(iii) any amounts due or reasonably estimated to become due to Charterers under Clause 3 (c) or 24 hereof,	189 190
	any such adjustments to be made at the due date for the next monthly payment after the facts have been ascertained. Charterers shall not be responsible for any delay or error by Owners' bank in crediting Owners' account provided that Charterers have made proper and timely payment.	191 192 193 194
	In default of such proper and timely payment:	195
	(a) Owners shall notify Charterers of such default and Charterers shall within seven days of receipt of such notice pay to Owners the amount due, including interest, failing which Owners may withdraw the vessel from the service of Charterers without prejudice to any other rights Owners may have under this charter or otherwise; and;	196 197 198 199
	(b) Interest on any amount due but not paid on the due date shall accrue from the day after that date up to and including the day when payment is made, at a rate per annum which shall be 1% above the U.S. Prime Interest Rate as published by the Chase Manhattan Bank in New York at 12.00 New York time on the due date, or, if no such interest rate is published on that day, the interest rate published on the next preceding day on which such a rate was so published, computed on the basis of a 360 day year of twelve 30-day months, compounded semi-annually.	200 201 202 203 204 205
Space Available to Charterers	10. The whole reach, burthen and decks on the vessel and any passenger accommodation (including Owners' suite) shall be at Charterers' disposal, reserving only proper and sufficient space for the vessel's master, officers, crew, tackle, apparel, furniture, provisions and stores, provided that the weight of stores on board shall not, unless specially agreed, exceed tonnes at any time during the charter period.	206 207 208 209 210
Segregated Ballast	11. In connection with the Council of the European Union Regulation on the Implementation of IMO Resolution A747(18) Owners will ensure that the following entry is made on the International Tonnage Certificate (1969) under the section headed "remarks":	211 212 213

	"The segregated ballast tanks comply with the Regulation 13 of Annex 1 of the International Convention for the prevention of pollution from ships, 1973, as modified by the Protocol of 1978 relating thereto, and the total tonnage of such tanks exclusively used for the carriage of segregated water ballast is The reduced gross tonnage which should be used for the calculation of tonnage based fees is ".	214 215 216 217 218
Instructions And Logs	12. Charterers shall from time to time give the master all requisite instructions and sailing directions, and the master shall keep a full and, correct log of the voyage or voyages, which Charterers or their agents may inspect as required. The master shall when required furnish Charterers or their agents with a true copy of such log and with properly completed loading and discharging port sheets and voyage reports for each voyage and other returns as Charterers may require. Charterers shall be entitled to take copies at Owners' expense of any such documents which are not provided by the master.	219 220 221 222 223 224
Bills of Lading	13. (a) The master (although appointed by Owners) shall be under the orders and direction of Charterers as regards employment of the vessel, agency and other arrangements, and shall sign Bills of Lading as Charterers or their agents may direct (subject always to Clauses 35 (a) and 40) without prejudice to this charter. Charterers hereby indemnify Owners against all consequences or liabilities that may arise; (i) from signing Bills of Lading in accordance with the directions of Charterers or their agents, to the extent that the terms of such Bills of Lading fail to conform to the requirements of this charter, or (except as provided in Clause 13 (b) from the master otherwise complying with Charterers' or their agents' orders; (ii) from any irregularities in papers supplied by Charterers or their agents. (b) If Charterers by telex, facsimile or other form of written communication that specifically refers To this Clause request Owners to discharge a quantity of cargo either without Bills of Lading and/or at a discharge place other than that named in a Bill of Lading and/or that is different from the Bill of Lading quantity, then Owners shall discharge such cargo in accordance with Charterer's instructions in consideration of receiving the following indemnity which shall be deemed to be given by Charterers on each and every such occasion and which is limited in value to 200% of the CIF value of the cargo carried on board; "(i) Charterers shall indemnify Owners and Owners' servants and agents in respect of any liability loss or damage of whatsoever nature (including legal costs as between attorney or solicitor and client and associated expenses) which Owners may sustain by reason of delivering such cargo in accordance with Charterers' request. (ii) If any proceeding is commenced against Owners or any of Owners' servants or agents in connection with the vessel having delivered cargo in accordance with such request, Charterers shall provide Owners or any of Owners' servants or agents from time to time on demand with sufficient funds to defend the said proceedings. (iii) If 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, by reason of discharge in accordance with Charterers instruction as aforesaid, Charterers shall provide on demand such bail or other security as may be required to prevent such arrest or detention or to secure the release of such vessel or property and Charterers shall indemnify Owners in respect of any loss, damage or expenses caused by such arrest or detention whether or not same may be justified. (iv) Charterers shall, if called upon to do so at any time while such cargo is in Charterers' possession, custody or control, redeliver the same to Owners. (v) As soon as all original Bills of Lading for the above cargo which name as discharge port the place where delivery actually occurred shall have arrived and/or come into Charterers' possession, Charterers shall produce and deliver the same to Owners whereupon Charterers' liability hereunder shall cease. Provided however, if Charterers have not received all such original Bills of Lading by 24.00 hours on the day 36 calendar months after the date of discharge, that this indemnity shall terminate at that time unless before that time Charterers have received from Owners written notice that: aaa) Some person is making a claim in connection with Owners delivering cargo pursuant to Charterers request or, bbb) Legal proceedings have been commenced against Owners and/or carriers and/or Charterers and/or any of their respective servants or agents and/or the vessel for the same reason. When Charterers have received such a notice, then this indemnity shall continue in force until such claim or legal proceedings are settled. Termination of this indemnity shall not prejudice any legal rights a party may have outside this indemnity. (vi) Owners shall promptly notify Charterers if any person (other than a person to whom Charterers ordered cargo to be delivered) claims to be entitled to such cargo and/or if the vessel or any other property belonging to Owners is arrested by reason of any such discharge of cargo. vii) This indemnity shall be governed and construed in accordance with the English law and each and any dispute arising out of or in connection with this indemnity shall be subject to the jurisdiction of the High Court of Justice of England. (c) Owners warrant that the Master will comply with orders to carry and discharge against one or more Bills of Lading from a set of original negotiable Bills of Lading should Charterers so require.	225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282
Conduct Vessel's Personnel	14. If Charterers complain of the conduct of the master or any of the officers or crew, Owners shall immediately investigate the complaint. If the complaint proves to be well founded, Owners shall, without delay, make a change in the appointments and Owners shall in any event communicate the result of their investigations to Charterers as soon as possible.	283 284 285 286

Bunkers at Delivery and Redelivery	15. Charterers shall accept and pay for all bunkers on board at the time of delivery, and Owners shall on redelivery (whether it occurs at the end of the charter or on the earlier termination of this charter) accept and pay for all bunkers remaining on board, at the price actually paid, on a first-in-first-out basis. Such prices are to be supported by paid invoices.	287 288 289 290
	Vessel to be delivered to and redelivered from the charter with, at least, a quantity of bunkers on board sufficient to reach the nearest main bunkering port.	291 292
	Notwithstanding anything contained in this charter all bunkers on board the vessel shall, throughout the duration of this charter, remain the property of Charterers and can only be purchased on the terms specified in the charter at the end of the charter period or, if earlier, at the termination of the charter.	293 294 295 296
Stevedores Pilots, Tugs	16. Stevedores, when required, shall be employed and paid by Charterers, but this shall not relieve Owners from responsibility at all times for proper stowage, which must be controlled by the master who shall keep a strict account of all cargo loaded and discharged. Owners hereby indemnify Charterers, their servants and agents against all losses, claims, responsibilities and liabilities arising in any way whatsoever from the employment of pilots, tugboats or stevedores, who although employed by Charterers shall be deemed to be the servants of and in the service of Owners and under their instructions (even if such pilots, tugboat personnel or stevedores are in fact the servants of Charterers their agents or any affiliated company); provided, however, that;	297 298 299 300 301 302 303 304
	(a) the foregoing indemnity shall not exceed the amount to which Owners would have been entitled to limit their liability if they had themselves employed such pilots, tugboats or stevedores, and;	305 306 307
	(b) Charterers shall be liable for any damage to the vessel caused by or arising out of the use of stevedores, fair wear and tear excepted, to the extent that Owners are unable by the exercise of due diligence to obtain redress therefor from stevedores.	308 309 310
Super-Numeraries	17. Charterers may send representatives in the vessel's available accommodation upon any voyage made under this charter, Owners finding provisions and all requisites as supplied to officers, except alcohol. Charterers paying at the rate of United States Dollars 15 (fifteen) per day for each representative while on board the vessel.	311 312 313 314
Sub-letting/ Assignment/ Novation Final Voyage	18. Charterers may sub-let the vessel, but shall always remain responsible to Owners for due fulfilment of this charter. Additionally Charterers may assign or novate this charter to any company of the Royal Dutch/ Shell Group of Companies.	315 316 317
	19. If when a payment of hire is due hereunder Charterers reasonably expect to redeliver the vessel before the next payment of hire would fall due, the hire to be paid shall be assessed on Charterers' reasonable estimate of the time necessary to complete Charterers' programme up to redelivery, and from which estimate Charterers may deduct amounts due or reasonably expected to become due for;	318 319 320 321
	(a) disbursements on Owners' behalf or charges for Owners' account pursuant to any provision hereof, and;	322 323
	(b) bunkers on board at redelivery pursuant to Clause 15.	324
	Promptly after redelivery any overpayment shall be refunded by Owners or any underpayment made good by Charterers.	325 326
	If at the time this charter would otherwise terminate in accordance with Clause 4 the vessel is on a ballast voyage to a port of redelivery or is upon a laden voyage, Charterers shall continue to have the use of the vessel at the same rate and conditions as stand herein for as long as necessary to complete such ballast voyage, or to complete such laden voyage and return to a port of redelivery as provided by this charter, as the case may be.	327 328 329 330 331
Loss of Vessel	20. Should the vessel be lost, this charter shall terminate and hire shall cease at noon on the day of her loss; should the vessel be a constructive total loss, this charter shall terminate and hire shall cease at noon on the day on which the vessel's underwriters agree that the vessel is a constructive total loss; should the vessel be missing, this charter shall terminate and hire shall cease at noon on the day on which she was last heard of. Any hire paid in advance and not earned shall be returned to Charterers and Owners shall reimburse Charterers for the value of the estimated quantity of bunkers m on board at the time of termination, at the price paid by Charterers at the last bunkering port.	332 333 334 335 336 337 338
Off-hire	21. (a) On each and every occasion that there is loss of time (whether by way of interruption in the vessel's service or, from reduction in the vessel's performance, or in any other manner);	339 340
	(i) due to deficiency of personnel or stores; repairs; gas-freeing for repairs; time in and waiting to enter dry dock for repairs; breakdown (whether partial or total) of machinery, boilers or other parts of the vessel or her equipment (including without limitation tank coatings); overhaul, maintenance or survey; collision, stranding, accident or damage to the vessel; or any other similar cause preventing the efficient working of the vessel; and such loss continues for more than three consecutive hours (if resulting from interruption in the vessel's service) or cumulates to more than three hours (if resulting from partial loss of service); or;	341 342 343 344 345 346 347 348
	(ii) due to industrial action, refusal to sail, breach of orders or neglect of duty on the part of the master, officers or crew; or;	349 350
	(iii) for the purpose of obtaining medical advice or treatment for or landing any sick or injured person (other than a Charterers' representative carried under Clause 17 hereof) or for the purpose of landing the body of any person (other than a Charterers' representative), and such loss continues for more than three consecutive hours; or;	351 352 353 354
	(iv) due to any delay in quarantine arising from the master, officers or crew having had communication with the shore at any infected area without the written consent or instructions of Charterers or their agents, or to any detention by customs or other authorities caused by smuggling or other infraction of local law on the part of the master, officers, or crew; or;	355 356 357 358 359

	(v) due to detention of the vessel by authorities at home or abroad attributable to legal action against or breach of regulations by the vessel, the vessel's owners, or Owners (unless brought about by the act or neglect of Charterers); then;	360 361 362
	without prejudice to Charterers' rights under Clause 3 or to any other rights of Charterers hereunder, or otherwise, the vessel shall be off-hire from the commencement of such loss of time until she is again ready and in an efficient state to resume her service from a position not less favourable to Charterers than that at which such loss of time commenced; provided, however, that any service given or distance made good by the vessel whilst off-hire shall be taken into account in assessing the amount to be deducted from hire.	363 364 365 366 367 368
	(b) If the vessel fails to proceed at any guaranteed speed pursuant to Clause 24, and such failure arises wholly or partly from any of the causes set out in Clause 21(a) above, then the period for which the vessel shall be off-hire under this Clause 21 shall be the difference between;	369 370 371
	(i) the time the vessel would have required to perform the relevant service at such guaranteed speed, and;	372 373
	(ii) the time actually taken to perform such service (including any loss of time arising from interruption in the performance of such service).	374 375
	For the avoidance of doubt, all time included under (ii) above shall be excluded from any computation under Clause 24.	376 377
	(c) Further and without prejudice to the foregoing, in the event of the vessel deviating (which expression includes without limitation putting back, or putting into any port other than that to which she is bound under the instructions of Charterers) for any cause or purpose mentioned in Clause 21(a), the vessel shall be off-hire from the commencement of such deviation until the time when she is again ready and in an efficient state to resume her service from a position not less favourable to Charterers than that at which the deviation commenced, provided, however, that any service given or distance made good by the vessel whilst so off-hire shall be taken into account in assessing the amount to be deducted from hire. If the vessel, for any cause or purpose mentioned in Clause 21 (a), puts into any port other than the port to which she is bound on the instructions of Charterers, the port charges, pilotage and other expenses at such port shall be borne by Owners. Should the vessel be driven into any port or anchorage by stress of weather hire shall continue to be due and payable during any time lost thereby.	378 379 380 381 382 383 384 385 386 387 388 389
	(d) If the vessel's flag state becomes engaged in hostilities, and Charterers in consequence of such hostilities find it commercially impracticable to employ the vessel and have given Owners written notice thereof then from the date of receipt by Owners of such notice until the termination of such commercial impracticability the vessel shall be off-hire and Owners shall have the right to employ the vessel on their own account.	390 391 392 393 394
	(e) Time during which the vessel is off-hire under this charter shall count as part of the charter period except where Charterers declare their option to add off-hire periods under Clause 4 (b)).	395 396
	(f) All references to time in this charter party shall be references to local time except where otherwise stated.	397 398
Periodical Drydocking	22. (a) Owners have the right and obligation to drydock the vessel at regular intervals of	399
	On each occasion Owners shall propose to Charterers a date on which they wish to drydock the vessel, not less than before such date, and Charterers shall offer a port for such periodical drydocking and shall take all reasonable steps to make the vessel available as near to such date as practicable.	400 401 402 403
	Owners shall put the vessel in drydock at their expense as soon as practicable after Charterers place the vessel at Owners' disposal clear of cargo other than tank washings and residues. Owners shall be responsible for and pay for the disposal into reception facilities of such tank washings and residues and shall have the right to retain any monies received therefor, without prejudice to any claim for loss of cargo under any Bill of Lading or this charter.	404 405 406 407 408
	(b) If a periodical drydocking is carried out in the port offered by Charterers (which must have suitable accommodation for the purpose and reception facilities for tank washings and residues), the vessel shall be off-hire from the time she arrives at such port until drydocking is completed and she is in every way ready to resume Charterers' service and is at the position at which she went off-hire or a position no less favourable to Charterers, whichever she first attains. However;	409 410 411 412 413 414
	(i) provided that Owners exercise due diligence in gas-freeing, any time lost in gas-freeing to the standard required for entry into drydock for cleaning and painting the hull shall not count as off-hire, whether lost on passage to the drydocking port or after arrival there (notwithstanding Clause 21), and;	415 416 417 418
	(ii) any additional time lost in further gas-freeing to meet the standard required for hot work or entry to cargo tanks shall count as off-hire, whether lost on passage to the drydocking port or after arrival there.	419 420 421
	Any time which, but for sub-Clause (i) above, would be off-hire, shall not be included in any calculation under Clause 24.	422 423
	The expenses of gas-freeing, including without limitation the cost of bunkers, shall be for Owners account.	424 425
	(c) If Owners require the vessel, instead of proceeding to the offered port, to carry out periodical drydocking at a special port selected by them, the vessel shall be off-hire from the time when she is released to proceed to the special port until she next presents for loading in accordance with Charterers' instructions, provided, however, that Charterers shall credit Owners with the time which would have been taken on passage at the service speed had the vessel not proceeded to drydock. All fuel consumed shall be paid for by Owners but Charterers shall credit Owners with the value of the fuel which would have been used on such notional passage calculated at	426 427 428 429 430 431 432

	the guaranteed daily consumption for the service speed, and shall further credit Owners with any benefit they may gain in purchasing bunkers at the special port.	433
	(d) Charterers shall, insofar as cleaning for periodical drydocking may have reduced the amount of tank-cleaning necessary to meet Charterers' requirements, credit Owners with the value of any bunkers which Charterers calculate to have been saved thereby, whether the vessel drydocks at an offered or a special port.	434
Ship Inspection	23. Charterers shall have the right at any time during the charter period to make such inspection of the vessel as they may consider necessary. This right may be exercised as often and at such intervals as Charterers in their absolute discretion may determine and whether the vessel is in port or on passage. Owners affording all necessary co-operation and accommodation on board provided, however:	435
	(a) that neither the exercise nor the non-exercise, nor anything done or not done in the exercise or non-exercise, by Charterers of such right shall in any way reduce the master's or Owners' authority over, or responsibility to Charterers or third parties for, the vessel and every aspect of her operation, nor increase Charterers' responsibilities to Owners or third parties for the same; and;	436
	(b) that Charterers shall not be liable for any act, neglect or default by themselves, their servants or agents in the exercise or non-exercise of the aforesaid right.	437
Detailed Description and Performance	24. (a) Owners guarantee that the speed and consumption of the vessel shall be as follows:-	438
	Average speed Maximum average bunker consumption per day	439
	in knots main propulsion auxiliaries	440
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	The foregoing bunker consumptions are for all purposes except cargo heating and tank cleaning and shall be pro-rated between the speeds shown.	462
	The service speed of the vessel is knots laden and knots in ballast and in the absence of Charterers' orders to the contrary the vessel shall proceed at the service speed. However if more than one laden and one ballast speed are shown in the table above Charterers shall have the right to order the vessel to steam at any speed within the range set out in the table (the "ordered speed").	463
	If the vessel is ordered to proceed at any speed other than the highest speed shown in the table, and the average speed actually attained by the vessel during the currency of such order exceeds such ordered speed plus 0.5 knots (the "maximum recognised speed"), then for the purpose of calculating a decrease of hire under this Clause 24 the maximum recognised speed shall be used in place of the average speed actually attained.	464
	For the purposes of this charter the "guaranteed speed" at any time shall be the then-current ordered speed or the service speed, as the case may be.	465
	The average speeds and bunker consumptions shall for the purposes of this Clause 24 be calculated by reference to the observed distance from pilot station to pilot station on all sea passages during each period stipulated in Clause 24 (c), but excluding any time during which the vessel is (or but for Clause 22 (b) (i) would be) off-hire and also excluding "Adverse Weather Periods", being;	466
	(i) any periods during which reduction of speed is necessary for safety in congested waters or in poor visibility;	467
	(ii) any days, noon to noon, when winds exceed force 8 on the Beaufort Scale for more than 12 hours.	468
	(b) If during any year from the date on which the vessel enters service (anniversary to anniversary) the vessel falls below or exceeds the performance guaranteed in Clause 24 (a) then if such shortfall or excess results;	469
	(i) from a reduction or an increase in the average speed of the vessel, compared to the speed guaranteed in Clause 24 (a), then an amount equal to the value at the hire rate of the time so lost or gained, as the case may be, shall be included in the performance calculation;	470
	(ii) from an increase or a decrease in the total bunkers consumed, compared to the total bunkers which would have been consumed had the vessel performed as guaranteed in Clause 24 (a), an amount equivalent to the value of the additional bunkers consumed or the bunkers saved, as the case may be, based on the average price paid by Charterers for the vessel's bunkers in such period, shall be included in the performance calculation.	471
	The results of the performance calculation for laden and ballast mileage respectively shall be adjusted to take into account the mileage steamed in each such condition during Adverse Weather Periods, by dividing such addition or deduction by the number of miles over which the performance has been calculated and multiplying by the same number of miles plus the miles steamed during the Adverse Weather Periods, in order to establish the total performance calculation for such period.	472
	Reduction of hire under the foregoing sub-Clause (b) shall be without prejudice to any other remedy available to Charterers.	473
	(c) Calculations under this Clause 24 shall be made for the yearly periods terminating on each successive anniversary of the date on which the vessel enters service, and for the period	474
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	between the last such anniversary and the date of termination of this charter if less than a year.	506
	Claims in respect of reduction of hire arising under this Clause during the final year or part	507
	year of the charter period shall in the first instance be settled in accordance with Charterers'	508
	estimate made two months before the end of the charter period. Any necessary adjustment	509
	after this charter terminates shall be made by payment by Owners to Charterers or by	510
	Charterers to Owners as the case may require.	511
	(d) Owners and Charterers agree that this Clause 24 is assessed on the basis that Owners are not	512
	entitled to additional hire for performance in excess of the speeds and consumptions given in	513
	this Clause 24.	514
Salvage	25. Subject to the provisions of Clause 21 hereof, all loss of time and all expenses (excluding any	515
	damage to or loss of the vessel or tortious liabilities to third parties) incurred in saving or attempting	516
	to save life or in successful or unsuccessful attempts at salvage shall be borne equally by Owners and	517
	Charterers provided that Charterers shall not be liable to contribute towards any salvage payable by	518
	Owners arising in any way out of services rendered under this Clause 25 .	519
	All salvage and all proceeds from derelicts shall be divided equally between Owners and Charterers	520
	after deducting the master's, officers' and crew's share.	521
Lien	26. Owners shall have a lien upon all cargoes and all freights, sub-freights and demurrage for any	522
	amounts due under this charter; and Charterers shall have a lien on the vessel for all monies paid in	523
	advance and not earned, and for all claims for damages arising from any breach by Owners of this	524
	charter.	525
Exceptions	27. (a) The vessel, her master and Owners shall not, unless otherwise in this charter expressly	526
	provided, be liable for any loss or damage or delay or failure arising or resulting from any	527
	act, neglect or default of the master, pilots, mariners or other servants of Owners in the	528
	navigation or management of the vessel; fire, unless caused by the actual fault or privity of	529
	Owners; collision or stranding; dangers and accidents of the sea; explosion, bursting of	530
	boilers, breakage of shafts or any latent defect in hull, equipment or machinery; provided,	531
	however, that Clauses 1, 2, 3 and 24 hereof shall be unaffected by the foregoing. Further,	532
	neither the vessel, her master or Owners, nor Charterers shall, unless otherwise in this charter	533
	expressly provided, be liable for any loss or damage or delay or failure in performance	534
	hereunder arising or resulting from act of God, act of war, seizure under legal process,	535
	quarantine restrictions, strikes, lock-outs, riots, restraints of labour, civil commotions or arrest	536
	or restraint of princes, rulers or people.	537
	(b) The vessel shall have liberty to sail with or without pilots, to tow or go to the assistance of	538
	vessels in distress and to deviate for the purpose of saving life or property.	539
	(c) Clause 27(a) shall not apply to, or affect any liability of Owners or the vessel or any other	540
	relevant person in respect of;	541
	(i) loss or damage caused to any berth, jetty, dock, dolphin, buoy, mooring line, pipe or	542
	crane or other works or equipment whatsoever at or near any place to which the vessel	543
	may proceed under this charter, whether or not such works or equipment belong to	544
	Charterers, or;	545
	(ii) any claim (whether brought by Charterers or any other person) arising out of any loss	546
	of or damage to or in connection with cargo. Any such claim shall be subject to the	547
	Hague-Visby Rules or the Hague Rules or the Hamburg Rules, as the case may be,	548
	which ought pursuant to Clause 38 hereof to have been incorporated in the relevant	549
	Bill of Lading (whether or not such Rules were so incorporated) or, if no such Bill of	550
	Lading is issued, to the Hague-Visby Rules unless the Hamburg Rules compulsorily	551
	apply in which case to the Hamburg Rules.	552
	(d) In particular and without limitation, the foregoing subsections (a) and (b) of this Clause	553
	shall not apply to or in any way affect any provision in this charter relating to off-hire or to	554
	reduction of hire.	555
Injurious Cargoes	28. No acids, explosives or cargoes injurious to the vessel shall be shipped and without prejudice to the	556
	foregoing any damage to the vessel caused by the shipment of any such cargo, and the time taken to	557
	repair such damage, shall be for Charterers' account. No voyage shall be undertaken, nor any goods	558
	or cargoes loaded, that would expose the vessel to capture or seizure by rulers or governments.	559
Grade of Bunkers	29. Charterers shall supply fuel oil with a maximum viscosity of centistokes at 50 degrees	560
	centigrade and/or marine diesel oil for main propulsion and fuel oil with a maximum viscosity of	561
	centistokes at 50 degrees centigrade and/or diesel oil for the auxiliaries. If Owners	562
	require the vessel to be supplied with more expensive bunkers they shall be liable for the extra cost	563
	thereof.	564
	Charterers warrant that all bunkers provided by them in accordance herewith shall be of a quality	565
	complying with ISO Standard 8217 for Marine Residual Fuels and Marine Distillate Fuels as	566
	applicable.	567
Disbursements	30. Should the master require advances for ordinary disbursements at any port, Charterers or their agents	568
	shall make such advances to him, in consideration of which Owners shall pay a commission of two and	569
	a half per cent, and all such advances and commission shall be deducted from hire.	570
Laying-up	31. Charterers shall have the option, after consultation with Owners, of requiring Owners to lay up the	571
	vessel at a safe place nominated by Charterers, in which case the hire provided for under this charter	572
	shall be adjusted to reflect any net increases in expenditure reasonably incurred or any net saving	573
	which should reasonably be made by Owners as a result of such lay up. Charterers may exercise the	574
	said option any number of times during the charter period.	575

Requisition	32. Should the vessel be requisitioned by any government, de facto or de jure, during the period of this charter, the vessel shall be off-hire during the period of such requisition, and any hire paid by such governments in respect of such requisition period shall be for Owners' account. Any such requisition period shall count as part of the charter period.	576 577 578 579
Outbreak of War	33. If war or hostilities break out between any two or more of the following countries: U.S.A., the countries or republics having been part of the former U.S.S.R (except that declaration of war or hostilities solely between any two or more of the countries or republics having been part of the former USSR shall be exempted), P.R.C., U.K., Netherlands, then both Owners and Charterers shall have the right to cancel this charter.	580 581 582 583 584
Additional War Expenses	34. If the vessel is ordered to trade in areas where there is war (de facto or de jure) or threat of war, Charterers shall reimburse Owners for any additional insurance premia, crew bonuses and other expenses which are reasonably incurred by Owners as a consequence of such orders, provided that Charterers are given notice of such expenses as soon as practicable and in any event before such expenses are incurred, and provided further that Owners obtain from their insurers a waiver of any subrogated rights against Charterers in respect of any claims by Owners under their war risk insurance arising out of compliance with such orders. Any payments by Charterers under this clause will only be made against proven documentation. Any discount or rebate refunded to Owners, for whatever reason, in respect of additional war risk premium shall be passed on to Charterers.	585 586 587 588 589 590 591 592 593 594
War Risks	35. (a) The master shall not be required or bound to sign Bills of Lading for any place which in his or Owners' reasonable opinion is dangerous or impossible for the vessel to enter or reach owing to any blockade, war, hostilities, warlike operations, civil war, civil commotions or revolutions. (b) If in the reasonable opinion of the master or Owners it becomes, for any of the reasons set out in Clause 35(a) or by the operation of international law, dangerous, impossible or prohibited for the vessel to reach or enter, or to load or discharge cargo at, any place to which the vessel has been ordered pursuant to this charter (a "place of peril"), then Charterers or their agents shall be immediately notified in writing or by radio messages, and Charterers shall thereupon have the right to order the cargo, or such part of it as may be affected, to be loaded or discharged, as the case may be, at any other place within the trading limits of this charter (provided such other place is not itself a place of peril). If any place of discharge is or becomes a place of peril, and no orders have been received from Charterers or their agents within 48 hours after dispatch of such messages, then Owners shall be at liberty to discharge the cargo or such part of it as may be affected at any place which they or the master may in their or his discretion select within the trading limits of this charter and such discharge shall be deemed to be due fulfilment of Owners' obligations under this charter so far as cargo so discharged is concerned. (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 state under whose flag the vessel sails or any other 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 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 local 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 any place of discharge to which she has been ordered pursuant to this charter, the vessel may proceed to any place which the master or Owners in his or their discretion select and there discharge the cargo or such part of it as may be affected. Such discharge shall be deemed to be due fulfilment of Owners' obligations under this charter so far as cargo so discharged is concerned. Charterers shall procure that all Bills of Lading issued under this charter shall contain the Chamber of Shipping War Risks Clause 1952.	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
Both to Blame Collision Clause	36. 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 provision shall apply: "If the ship comes into collision with another ship as a result of the negligence of the other ship 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 ship, the owners of the cargo carried hereunder will indemnify the carrier against all loss, or liability to the other or non-carrying ship 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 ship or her owners to the owners of the said cargo and set off, recouped or recovered by the other or non-carrying ship or her owners as part of their claim against the carrying ship or carrier." "The foregoing provisions shall also apply where the owners, operators or those in charge of any ship or ships or objects other than, or in addition to, the colliding ships or objects are at fault in respect of a collision or contact." 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 laws of the United States of America.	631 632 633 634 635 636 637 638 639 640 641 642 643 644 645 646 647

New Jason Clause 37. General average contributions shall be payable according to York/Antwerp Rules, 1994, as amended	648
from time to time, and shall be adjusted in London in accordance with English law and practice but	649
should adjustment be made in accordance with the law and practice of the United States of America,	650
the following position shall apply:	651
"In the event of accident, danger, damage or disaster before or after the commencement of the	652
voyage, resulting from any cause whatsoever, whether due to negligence or not, for which, or for the	653
consequence of which, the carrier is not responsible by statute, contract or otherwise, the cargo,	654
shippers, consignees or owners of the cargo shall contribute with the carrier in general average to the	655
payment of any sacrifices, losses or expenses of a general average nature that may be made or	656
incurred and shall pay salvage and special charges incurred in respect of the cargo."	657
"If a salving ship is owned or operated by the carrier, salvage shall be paid for as fully as if the said	658
salving ship or ships belonged to strangers. Such deposit as the carrier or his agents may deem	659
sufficient to cover the estimated contribution of the cargo and any salvage and special charges	660
thereon shall, if required, be made by the cargo, shippers, consignees or owners of the cargo to the	661
carrier before delivery."	662
Charterers shall procure that all Bills of Lading issued under this charter shall contain a provision in	663
the foregoing terms, to be applicable where adjustment of general average is made in accordance	664
with the laws and practice of the United States of America.	665
Clause Paramount 38. Charterers shall procure that all Bills of Lading issued pursuant to this charter shall contain the	666
following:	667
"(1)Subject to sub-clause (2) or (3) hereof, this Bill of Lading shall be governed by, and have	668
effect subject to, the rules contained in the International Convention for the Unification of Certain	669
Rules relating to Bills of Lading signed at Brussels on 25th August 1924 (hereafter the "Hague	670
Rules") as amended by the Protocol signed at Brussels on 23rd February 1968 (hereafter the	671
"Hague-Visby Rules"). Nothing contained herein shall be deemed to be either a surrender by the	672
carrier of any of his rights or immunities or any increase of any of his responsibilities or liabilities	673
under the Hague-Visby Rules."	674
"(2)If there is governing legislation which applies the Hague Rules compulsorily to this Bill of	675
Lading, to the exclusion of the Hague-Visby Rules, then this Bill of Lading shall have effect subject	676
to the Hague Rules. Nothing therein contained shall be deemed to be either a surrender by the carrier	677
of any of his rights or immunities or an increase of any of his responsibilities or liabilities under the	678
Hague Rules."	679
(3) If there is governing legislation which applies the United Nations Convention on the Carriage	680
of Goods by Sea 1978 (hereafter the Hamburg Rules) compulsorily to this Bill of Lading, to the	681
exclusion of the Hague-Visby Rules, then this Bill of Lading shall have effect subject to the Hamburg	682
Rules. Nothing therein contained shall be deemed to be either a surrender by the carrier of any of his	683
rights or immunities or an increase of any of his responsibilities or liabilities under the Hamburg	684
Rules."	685
"(4)If any term of this Bill of Lading is repugnant to the Hague-Visby Rules, or Hague Rules, or	686
Hamburg Rules, as applicable, such term shall be void to that extent but no further."	687
"(5)Nothing in this Bill of Lading shall be construed as in any way restricting, excluding or	688
waiving the right of any relevant party or person to limit his liability under any available legislation	689
and/or law."	690
Insurance/ITOPF 39. Owners warrant that the vessel is now, and will, throughout the duration of the charter:	691
(a) be owned or demise chartered by a member of the International Tanker Owners Pollution	692
Federation Limited;	693
(b) be properly entered in P & I Club, being a member of	694
the International Group of P and I Clubs;	695
(c) have in place insurance cover for oil pollution for the maximum on offer through the	696
International Group of P&I Clubs but always a minimum of United States Dollars	697
1,000,000,000 (one thousand million);	698
(d) have in full force and effect Hull and Machinery insurance placed through reputable brokers	699
on Institute Time Clauses or equivalent for the value of United States Dollars as from	700
time to time may be amended with Charterers approval, which shall not be unreasonably	701
withheld.	702
Owners will provide, within a reasonable time following a request from Charterers to do so,	703
documented evidence of compliance with the warranties given in this Clause 39.	704
Export Restrictions 40. The master shall not be required or bound to sign Bills of Lading for the carriage of cargo to any	705
place to which export of such cargo is prohibited under the laws, rules or regulations of the country	706
in which the cargo was produced and/or shipped.	707
Charterers shall procure that all Bills of Lading issued under this charter shall contain the following	708
clause:	709
"If any laws rules or regulations applied by the government of the country in which the cargo was	710
produced and/or shipped, or any relevant agency thereof, impose a prohibition on export of the cargo	711
to the place of discharge designated in or ordered under this Bill of Lading, carriers shall be entitled	712
to require cargo owners forthwith to nominate an alternative discharge place for the discharge of the	713
cargo, or such part of it as may be affected, which alternative place shall not be subject to the	714
prohibition, and carriers shall be entitled to accept orders from cargo owners to proceed to and	715
discharge at such alternative place. If cargo owners fail to nominate an alternative place within 72	716
hours after they or their agents have received from carriers notice of such prohibition, carriers shall	717
be at liberty to discharge the cargo or such part of it as may be affected by the prohibition at any safe	718
place on which they or the master may in their or his absolute discretion decide and which is not	719

	subject to the prohibition, and such discharge shall constitute due performance of the contract contained in this Bill of Lading so far as the cargo so discharged is concerned".	720
	The foregoing provision shall apply mutatis mutandis to this charter, the references to a Bill of Lading being deemed to be references to this charter.	721
Business Principles	41. Owners will co-operate with Charterers to ensure that the Business Principles, as amended from time to time, of the Royal Dutch/Shell Group of Companies, which are posted on the Shell Worldwide Web (www.Shell.com), are complied with.	722
		723
Drugs and Alcohol	42. (a) Owners warrant that they have in force an active policy covering the vessel which meets or exceeds the standards set out in the "Guidelines for the Control of Drugs and Alcohol On Board Ship" as published by the Oil Companies International Marine Forum (OCIMF) dated January 1990 (or any subsequent modification, version, or variation of these guidelines) and that this policy will remain in force throughout the charter period, and Owners will exercise due diligence to ensure the policy is complied with.	724
		725
	(b) Owners warrant that the current policy concerning drugs and alcohol on board is acceptable to ExxonMobil and will remain so throughout the charter period.	726
Oil Major Acceptability	43. If, at any time during the charter period, the vessel becomes unacceptable to any Oil Major, Charterers shall have the right to terminate the charter.	727
Pollution and Emergency Response	44. Owners are to advise Charterers of organisational details and names of Owners personnel together with their relevant telephone/facsimile/e-mail/telex numbers, including the names and contact details of Qualified Individuals for OPA 90 response, who may be contacted on a 24 hour basis in the event of oil spills or emergencies.	728
		729
SPS Code/US MTSA 2002	45. (a) (i) From the date of coming into force of the International Code for the Security of Ships and of Port Facilities and the relevant amendments to Chapter XI of SOLAS (ISPS Code) and the US Maritime Transportation Security Act 2002 (MTSA) in relation to the Vessel and thereafter during the currency of this charter, Owners shall procure that both the Vessel and "the Company" (as defined by the ISPS Code) and the owner(as defined by the MTSA) shall comply with the requirements of the ISPS Code relating to the Vessel and "the Company" and the requirements of MTSA relating to the vessel and the owner. Upon request Owners shall provide documentary evidence of compliance with this Clause 45(a) (i).	730
	(ii) Except as otherwise provided in this charter, loss, damage, expense or delay, caused by 'failure on the part of Owners or "the Company"/owner to comply with the requirements of the ISPS Code/MTSA or this Clause shall be for Owners' account.	731
	(b) (i) Charterers shall provide Owners/Master with their full style contact details and shall ensure that the contact details of all sub-charterers are likewise provided to Owners/Master. Furthermore, Charterers shall ensure that all sub-charter parties they enter into during the period of this charter contain the following provision: "The Charterers shall provide the Owners with their full style contact details and, where sub-letting is permitted under the terms of the charter party, shall ensure that the contact details of all sub-charterers are likewise provided to the Owners".	732
	(ii) Except as otherwise provided in this charter, loss, damage, expense or delay, caused by failure on the part of Charterers to comply with this sub-Clause 45(b) shall be for Charterers' account.	733
	(c) Notwithstanding anything else contained in this charter costs or expenses related to security regulations or measures required by the port facility or any relevant authority in accordance with the ISPS Code/MTSA including, but not limited to, security guards, launch services, tug escorts, port security fees or taxes and inspections, shall be for Charterers' account, unless such costs or expenses result solely from Owners' negligence in which case such costs or expenses shall be for Owners account. All measures required by Owners to comply with the security plan required by the ISPS Code/MTSA shall be for Owners' account.	734
	(d) Notwithstanding any other provision of this charter, the vessel shall not be off-hire where there is a loss of time caused by Charterers failure to comply with the ISPS Code/MTSA(when in force).	735
	(e) If either party makes any payment which is for the other party's account according to this Clause, the other party shall indemnify the paying party.	736
Law and Litigation	46. (a) This charter shall be construed and the relations between the parties determined in accordance with the laws of England.	737
	(b) All disputes arising out of this charter shall be referred to Arbitration in London in accordance with the Arbitration Act 1996 (or any re-enactment or modification thereof for the time being in force) subject to the following appointment procedure:	738
	(i) The parties shall jointly appoint a sole arbitrator not later than 28 days after service of a request in writing by either party to do so.	739
	(ii) If the parties are unable or unwilling to agree the appointment of a sole arbitrator in accordance with (i) then each party shall appoint one arbitrator, in any event not later than 14 days after receipt of a further request in writing by either party to do so. The two arbitrators so appointed shall appoint a third arbitrator before any substantive hearing or forthwith if they cannot agree on a matter relating to the arbitration.	740
	(iii) If a party fails to appoint an arbitrator within the time specified in (ii) (the Party in Default), the party who has duly appointed his arbitrator shall give notice in writing to the Party in Default that he proposes to appoint his arbitrator to act as sole arbitrator.	741
	(iv) If the Party in Default does not within 7 days of the notice given pursuant to (iii) make The required appointment and notify the other party that he has done so the other party may appoint his arbitrator as sole arbitrator whose award shall be binding on both	742
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	parties as if he had been so appointed by agreement.	793
	(v) Any Award of the arbitrator(s) shall be final and binding and not subject to appeal.	794
	(vi) For the purposes of this clause 46(b) any requests or notices in writing shall be sent by fax, e-mail or telex and shall be deemed received on the day of transmission.	795
	(c) It shall be a condition precedent to the right of any party to a stay of any legal proceedings in which maritime property has been, or may be, arrested in connection with a dispute under this charter, that that party furnishes to the other party security to which that other party would have been entitled in such legal proceedings in the absence of a stay.	796
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Confidentiality	47. All terms and conditions of this charter arrangement shall be kept private and confidential	800
Construction	48. The side headings have been included in this charter for convenience of reference and shall in no way affect the construction hereof.	801
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	Appendix A: OCIMF Vessel Particulars Questionnaire for the vessel, as attached, shall be incorporated herein.	803
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	Appendix B: Shell Safety and Environmental Monthly Reporting Template, as attached, shall be incorporated herein.	805
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	Additional Clauses: As attached, shall be incorporated herein.	807
		808
	SIGNED FOR OWNERS	SIGNED FOR CHARTERERS
	FULL NAME _____	FULL NAME _____
	POSITION _____	POSITION _____
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