

BIMCO

TIME CHARTER PARTY FOR OFFSHORE SERVICE VESSELS

CODE NAME: SUPPLYTIME 2005

PART I

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Revised 1989 and 2005.

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1. Place and date of contract		BIMCO TIME CHARTER PARTY FOR OFFSHORE SERVICE VESSELS CODE NAME: SUPPLYTIME 2005	
2. Owners/Place of business (full style, address, e-mail and fax no.)		3. Charterers/Place of business (full style, address, e-mail and fax no.) Natural Environment Research Council C/O British Antarctic Survey High Cross Madingley Road Cambridge CB3 0ET England	
4. Vessel's name and IMO number (ANNEX A)	5. Date of delivery (Cl. 2(a) and (c))	6. Cancelling date (Cl. 2(a) and (c))	
7. Port or Place of delivery (Cl. 2(a)) Port Stanley, Falkland Islands	8. Port or place redelivery/notice of redelivery (Cl. 2(d)) (i) Port or place of redelivery Port Stanley, Falkland Islands (ii) Number of days' notice of redelivery N/A		
9. Period of hire (Cl. 1(a))	10. Extension of period of hire (optional) (Cl. 1(b)) (i) Period of extension Up to 5 days (ii) Advance notice for declaration of option (days) N/A		
11. Automatic extension period to complete voyage or well (Cl. 1(c)) (i) Voyage or well (state which) N/A (ii) Maximum extension period (state number of days) 5 days	12. Mobilisation charge (Cl. 2(b)(i)) (i) Lump sum (ii) When due		
13. Early termination of charter (state amount of hire payable) (Cl. 31(a)) (i) State yes, if applicable Yes (ii) If yes, state amount of hire payable	14. Number of days' notice of early termination (Cl. 31(a)) 2 days	15. Demobilisation charge (lump sum) (Cl. 2(e) and Cl. 31(a)) Included within mobilisation charge	
16. Area of operation (Cl. 6(a)) South Georgia	17. Employment of vessel restricted to (state nature of services(s)) (Cl. 6(a)) Scientific research of right whales		
18. Specialist operations (Cl. 6(a)) (i) State if vessel may be used for ROV operations N/A (ii) State if vessel may be employed as a diving platform N/A	19. Bunkers (Cl. 10) (i) Quantity of bunkers on delivery and redelivery Owners responsibility for all bunkers and lubes (ii) Price of bunkers on delivery N/A (iii) Price for bunkers on redelivery N/A (iv) Fuel specifications and grades for fuel supplied by Charterers N/A		
20. Charter hire (state rate and currency) (Cl. 12(a) , (d) and (e))	21. Extension hire (if agreed, state rate) (Cl. 12(b))		
22. Invoicing for hire and other payments (Cl. 12(d)) (i) State whether to be issued in advance or arrears Arrears (ii) State by whom to be issued if other than the party stated in Box 2	23. Payments (state mode and place of payment; also state beneficiary and bank account) (Cl. 12(e)) Purchase with a valid invoice		

continued

(iii) State to whom to be issued if addressee other than stated in Box 3		
24. Payment of hire, bunker invoices and disbursements for Charterers' account (state maximum number of days) (Cl. 12(e)) Included	25. Interest rate payable (Cl. 12(e))	26. Maximum audit period (Cl. 12(g)) N/A
27. Meals (state rate agreed) (Cl. 6(c)(i)) Meals included within the charter cost	28. Accommodation (state rate agreed) (Cl. 6(c)(i)) – Accommodation included within the charter cost	29. Sublet (state amount of daily increment of charter hire) (Cl. 20) N/A
30. War Cancellation (indicate countries agreed) (Cl. 23) N/A i.e. no additional countries to those stated		
31. General Average (Place of settlement – only to be filled in if other than London) (Cl. 26) N/A		
32. Taxes (Payable by Owners) (Cl. 30) All applicable taxes		
33. Breakdown (State period) (Cl. 31(b)(v)) 2 days		
34. Dispute resolution (state (a), (b) or (c) of Cl. 34, as agreed; if (c) agreed also state Place of Arbitration) (Cl. 34) (a) English law, London arbitration		
35. Numbers of additional clauses covering special provisions, if agreed 35A. Disclosure of Information To enable compliance of the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 (both as amended), NERC reserves the right to disclose information about this Charter pursuant to a valid request for information. The Owner hereby gives consent for NERC to publish the Charter in its entirety to the general public. The owner shall not disclose any information relating to the Charter or NERC activity without the prior consent of NERC, this consent will not unreasonably be withheld. 35B. Key Personnel The Owners acknowledge that the Master has overall responsibility for the Vessel and is essential to the proper provision of the Contract Services to the Charterers. The Master shall be responsible for performing such roles as are described to them in the Time Charter (BIMCO) and such other roles as may be necessary or desirable for the purposes of the Contract or as may be agreed between the Parties from time to time. The Owner shall ensure that there is/are a person(s) (Pilot(s) who have experience of both sailing in South Georgia Waters and piloting cetacean research vessels on the Vessel during the charter period. These Pilot(s) shall be considered Key Personnel. The Key Personnel shall not be released by the Owners from supplying the Contract Services without the agreement of the Charterers, except by reason of long-term sickness, maternity leave, paternity leave, termination of employment and/or partnership or other extenuating circumstances. Any replacements to the Key Personnel shall be subject to the agreement of the Charterers. Such replacements shall be of at least equal status or of equivalent experience and skills to the Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Contract. Failure to provide a replacement with this experience will be considered a repudiatory breach. The Charterers shall not unreasonably withhold its agreement under Clause 35B. Such agreement shall be conditional on appropriate arrangements being made by the Owners to minimise any adverse impact on the Contract services which could be caused by a change in Key Personnel. For the purposes of this clause the Key Personnel shall be:		

It is mutually agreed that this Contract shall be performed subject to the conditions contained in the Charter consisting of PART I, including additional clauses, if any agreed and stated in [Box 35](#), and PART II as well as [ANNEX "A"](#) and [ANNEX "B"](#) as annexed to this Charter. In the event of a conflict of conditions, the provisions of PART I shall prevail over those of PART II and [ANNEX "A"](#) and [ANNEX "B"](#) to the extent of such conflict but no further.

Signature (Owners)	Signature (Charterers)
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ANNEX "A" to Time Charter Party for Offshore Service Vessels
Code Name: SUPPLYTIME 2005

VESSEL SPECIFICATION

1. General

- (a) Owner: Name:
Address:
(b) Operator: Name:
Address:
(c) Vessel's Name: Builder:
(d) Year built:
(e) Type:
(f) Classification and Society:
(g) Flag:
(h) Date of next scheduled drydocking:

2. Performance

- (a) Certified Bollard Pull (Tonnes):
(b) Speed/Consumption (Non-Towing)
(Approx. Daily Fuel Consumption) (Fair Weather)

Max Speed:	Kts (app.)	Tonnes
Service Speed:	Kts (app.)	Tonnes
Standby (main engines secured):		Tonnes

- (c) Approx. Towing/Working Fuel Consumption
Engine Power 100% Tonnes
(d) Type(s) and Grade(s) of Fuel Used:

3. Dimensions and Capacities/Discharge Rates

- (a) L.O.A. (m): Breadth (m): Depth (m):
Max Draught (m):
(b) Deadweight (metric tons):

Discharge Rate

- | | | |
|-----------------------------|--------|------|
| (c) * Cargo Fuel max (m³): | /hr at | head |
| (d) * Drill Water max (m³): | /hr at | head |
| (e) Potable Water (m³): | /hr at | head |
| (f) Dry Bulk (m³): in Tanks | /hr at | head |
| (g) Liquid Mud (m³): | /hr at | head |

(max. SG)

State type of recirculation system i.e.

mechanical agitation, centrifugal pumps etc.

- (h) Cargo Deck Area (m²): Capacity (m.t.):
Length (m) x Breadth (m):

Load Bearing Capacity

- (i) Heavy Weight Brine (m³):
(max. SG)

/hr at head

* Multipurpose Tanks yes/no:

4. Machinery

- (a) BHP Main Engines:
(b) Engine Builder:
(c) Number of Engines and Type:

- (d) Generators:

- (e) Stabilisers:
(f) Bow Thruster(s):
(g) Stern Thruster(s):
(h) Propellers/Rudders:
(i) Number and Pressure Rating of Bulk Compressors:
(j) Fuel Oil Metering System:

5. Towing and Anchor Handling Equipment

- (a) (i) Stern Roller (Dimensions):
(ii) Anchor Handling/Towing Winch: /
(iii) Rig Chail Locker Capacity (linear feet of
3 in. Chain):
(iv) Tugger Winches:
(v) Chain Stopper Make and Type:
(b) (i) Towing Wire:
(ii) Spare Towing Wire:
(iii) Work Wire:
(iv) Spare Work Wire:
(v) Other Anchor Handling Equipment
(e.g. Pelican Hooks, Shackles, Stretchers etc.):

6. Radio and Navigation Equipment

- (a) Radios
Single Side Band:
VHF:
Satcom:
(b) Electronic Navigation Equipment:
(c) Gyro:
(d) Radar:
(e) Autopilot:
(f) Depth Sounder:

7. Fire Fighting Equipment

- (a) Class (FF1, FF2, FF3, other):
(b) Fixed:
(c) Portable:

8. Accommodation

- (a) Crew: (b) Passengers:

9. Galley

- (a) Freezer Space (m³):
(b) Cooler (m³):

10. Additional Equipment

- (a) Mooring Equipment:

ANNEX “A”

VESSEL SPECIFICATION

(b) Joystick:	11. Standby/Survivor Certificate	Yes/No
(c) Other:	Nos:	

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INSURANCE

Insurance policies (as applicable) to be procured and maintained by the Owners under Clause 17:

- (1) Marine Hull Insurance. – Hull and Machinery Insurance shall be provided with limits equal to those normally carried by the Owners for the Vessel.
- (2) Protection and Indemnity (Marine Liability Insurance. – Protection and Indemnity (P&I) or Marine Liability Insurance with coverage equivalent to the cover provided by members of the International Group Protection and Indemnity Associations with a limit of cover no less than USD **5,000,000** for any one event. The cover shall include liability for collision and damage to fixed and floating objects to the extent not covered by the insurance in (1) above.
- (3) General Third Party Liability Insurance. – To the extent not covered by the insurance in (2) ABOVE, Coverage shall be for:
Bodily Injury per person
Property Damage per occurrence.
- (4) Workmen's Compensation and Employer's liability Insurance for Employees. – To the extent not covered in the insurance in (2) above, covering Owners' employees and other persons for whom Owners are liable as employer pursuant to applicable law for statutory benefits as set out and required by local law in area of operation or area in which the Owners may become legally obliged to pay benefits.
- (5) Comprehensive General Automobile Liability Insurance. – Covering all owned, hired and non-owned vehicles, coverage shall be for:
Bodily Injury According to the local law.
Property Damage In an amount equivalent to single limit per occurrence.
- (6) Such other insurances as may be agreed.

PART II
SUPPLYTIME 2005 Time Charter Party for Offshore Service Vessels

Definitions

"Owners" shall mean the party stated in [Box 2](#)
"Charterers" shall mean the party stated in [Box 3](#)
"Vessel" shall mean the vessel named in [Box 4](#) and
with particulars stated in ANNEX "A"
"Well" shall mean the time required to drill, test,
complete and/or abandon a single borehole including
any side-track thereof.
"Offshore Unit" shall mean any vessel, offshore
installation, structure and/or mobile unit used in offshore
exploration, construction, pipe-laying or repair,
exploitation or production.
"Employees" shall mean employees, directors,
officers, servants, agents or invitees.

1. Charter Period

- (a) The Owners let and the Charterers hire the Vessel
for the period as stated in [Box 9](#) from the time the Vessel
is delivered to the Charterers.
(b) Subject to [Clause 12\(b\)](#), the Charterers have the
option to extend the Charter Period in direct continuation
for the period stated in [Box 10\(i\)](#), but such an option
must be declared in accordance with [Box 10\(ii\)](#).
(c) The Charter Period shall automatically be
extended for the time required to complete the voyage
or well (whichever is stated in [Box 11\(i\)](#)) in progress,
such time not to exceed the period stated in [Box 11\(ii\)](#).

2. Delivery and Redelivery

- (a) Delivery. - Subject to [Clause 2\(b\)](#) the Vessel shall
be delivered by the Owners free of cargo and with clean
tanks at any time between the date stated in [Box 5](#) and
the date stated in [Box 6](#) at the port or place stated in
[Box 7](#) where the Vessel can safely lie always afloat.
(b) Mobilisation. -
(i) The Charterers shall pay a lump sum mobilisation
charge as stated in [Box 12](#) without discount.
(ii) Should the Owners agree to the Vessel loading
and transporting cargo and/or undertaking any
other service for the Charterers en route to the
port of delivery or from the port of redelivery, then
all terms and conditions of this Charter Party shall
apply to such loading and transporting and/or
other service exactly as if performed during the
Charter Period excepting only that any lump sum
freight agreed in respect thereof shall be payable
and earned on shipment or commencement of
the service as the case may be, the Vessel and/
or goods lost or not lost.
(c) Cancelling. - If the Vessel is not delivered by
midnight local time on the cancelling date stated in [Box](#)
[6](#), the Charterers shall be entitled to cancel this Charter
Party. However, if the Owners will be unable to deliver
the Vessel by the cancelling date, they may give notice
in writing to the Charterers at any time prior to the delivery
date as stated in [Box 5](#) and shall state in such notice the
date by which they will be able to deliver the Vessel. The
Charterers may within 24 hours of receipt of such notice
give notice in writing to the Owners cancelling this Charter
Party. If the Charterers do not give such notice, then the
later date specified in the Owners' notice shall be
substituted for the cancelling date for all the purposes of
this Charter Party. In the event the Charterers cancel
the Charter Party, it shall terminate on terms that neither
party shall be liable to the other for any losses incurred
by reason of the non-delivery of the Vessel or the
cancellation of the Charter Party.
(d) Redelivery. - The Vessel shall be redelivered on
the expiration or earlier termination of this Charter Party

free of cargo and with clean tanks at the port or place
as stated in [Box 8\(i\)](#) or such other port or place as may
be mutually agreed. The Charterers shall give not less
than the number of days notice in writing of their intention
to redeliver the Vessel, as stated in [Box 8\(ii\)](#).
(e) Demobilisation. - The Charterers shall pay a lump
sum demobilisation charge without discount in the amount
as stated in [Box 15](#) which amount shall be paid on the
expiration or on earlier termination of this Charter Party.

3. Condition of Vessel

- (a) The Owners undertake that at the date of delivery
under this Charter Party the Vessel shall be of the
description and Class as specified in ANNEX "A",
attached hereto, and in a thoroughly efficient state of
hull and machinery.
(b) The Owners shall exercise due diligence to
maintain the Vessel in such Class and in every way fit
for the service stated in [Clause 6](#) throughout the period
of this Charter Party.

4. Structural Alterations and Additional Equipment

The Charterers shall, at their expense, have the option
of making structural alterations to the Vessel or installing
additional equipment with the written consent of the
Owners, which shall not be unreasonably withheld.
Unless otherwise agreed, the Vessel is to be redelivered
reinstated, at the Charterers' expense, to her original
condition. The Vessel is to remain on hire during any
period of these alterations or reinstatement. The
Charterers shall at all times be responsible for repair
and maintenance of any such alteration or additional
equipment. However, the Owners may, upon giving
notice, undertake any such repair and maintenance at
the Charterers' expense, when necessary for the safe
and efficient performance of the Vessel.

5. Survey

The Owners and the Charterers shall jointly appoint an
independent surveyor for the purpose of determining
and agreeing in writing, the condition of the Vessel, any
anchor handling and towing equipment specified in
[ANNEX "A"](#), and the quality and quantity of fuel,
lubricants and water at the time of delivery and redelivery
hereunder. The Owners and the Charterers shall jointly
share the time and expense of such surveys.

6. Employment and Area of Operation

- (a) The Vessel shall be employed in offshore activities
which are lawful in accordance with the law of the place
of the Vessel's flag and/or registration and of the place
of operation. Such activities shall be restricted to the
service(s) as stated in [Box 17](#), and to voyages between
any good and safe port or place and any place or
offshore unit where the Vessel can safely lie always
afloat within the Area of Operation as stated in [Box 16](#)
which shall always be within International Navigation
Limits and which shall in no circumstances be exceeded
without prior agreement and adjustment of the Hire and
in accordance with such other terms as appropriate to
be agreed; provided always that the Charterers do not
warrant the safety of any such port or place or offshore
unit but shall exercise due diligence in issuing their
orders to the Vessel as if the Vessel were their own
property and having regard to her capabilities and the
nature of her employment.
Unless otherwise stated in [Box 18\(i\)](#), the Charterers
shall not have the right to use the Vessel for ROV
operations. Unless otherwise stated in [Box 18\(ii\)](#), the
Vessel shall not be employed as a diving platform.

PART II

SUPPLYTIME 2005 Time Charter Party for Offshore Service Vessels

(b) Relevant permission and licences from responsible authorities for the Vessel to enter, work in and leave the Area of Operation shall be obtained by the Charterers and the Owners shall assist, if necessary, in every way possible to secure such permission and licences.	134 135 136 137 138 139	that are non-negotiable documents and which are clearly marked as such.	202 203
(c) The Vessel's Space. - The whole reach and burden and decks of the Vessel shall throughout the Charter Period be at the Charterers' disposal reserving proper and sufficient space for the Vessel's Master, Officers, Crew, tackle, apparel, furniture, provisions and stores. The Charterers shall be entitled to carry, so far as space is available and for their purposes in connection with their operations:	140 141 142 143 144 145 146 147	(3) The Charterers shall indemnify the Owners against all liabilities that may arise from the signing of such cargo documents in accordance with the directions of the Charterers to the extent that the terms of such cargo documents impose more onerous liabilities than those assumed by the Owners under the terms of this Charter Party.	204 205 206 207 208 209 210
(i) Persons other than crew members, other than fare paying, and for such purposes to make use of the Vessel's available accommodation not being used on the voyage by the Vessel's Crew. The Owners shall provide suitable provisions and requisites for such persons for which the Charterers shall pay at the rate as stated in Box 27 per meal and at the rate as stated in Box 28 per day for the provision of bedding and services for persons using berth accommodation.	148 149 150 151 152 153 154 155 156 157	(b) The Vessel's Crew if required by Charterers will connect and disconnect electric cables, fuel, water and pneumatic hoses when placed on board the Vessel in port as well as alongside the offshore units; will operate the machinery on board the Vessel for loading and unloading cargoes; and will hook and unhook cargo on board the Vessel when loading or discharging alongside offshore units. If the port regulations or the seamen and/or labour unions do not permit the Crew of the Vessel to carry out any of this work, then the Charterers shall make, at their own expense, whatever other arrangements may be necessary, always under the direction of the Master.	211 212 213 214 215 216 217 218 219 220 221 222
(ii) Lawful cargo whether carried on or under deck.	158	(c) If the Charterers have reason to be dissatisfied with the conduct of the Master or any Officer or member of the Crew, the Owners on receiving particulars of the complaint shall promptly investigate the matter and if the complaint proves to be well founded, the Owners shall as soon as reasonably possible make appropriate changes in the appointment.	223 224 225 226 227 228 229
(iii) Explosives and dangerous cargo whether in bulk or packaged, provided proper notification has been given and such cargo is marked and packed in accordance with the national regulations of the Vessel and/or the International Maritime Dangerous Goods Code and/or other pertinent regulations. Failing such proper notification, marking or packing the Charterers shall indemnify the Owners in respect of any loss, damage or liability whatsoever and howsoever arising therefrom. The Charterers accept responsibility for any additional expenses (including reinstatement expenses) incurred by the Owners in relation to the carriage of explosives and dangerous cargo.	159 160 161 162 163 164 165 166 167 168 169 170 171 172	(d) The entire operation, navigation, and management of the Vessel shall be in the exclusive control and command of the Owners, their Master, Officers and Crew. The Vessel will be operated and the services hereunder will be rendered as requested by the Charterers, subject always to the exclusive right of the Owners or the Master of the Vessel to determine whether operation of the Vessel may be safely undertaken. In the performance of the Charter Party, the Owners are deemed to be an independent contractor, the Charterers being concerned only with the results of the services performed.	230 231 232 233 234 235 236 237 238 239 240 241
(iv) Hazardous or noxious substances, subject to Clause 14(f) , proper notification and any pertinent regulations.	173 174 175		
(d) Laying-up of Vessel. - The Charterers shall have the option of laying up the Vessel at an agreed safe port or place for all or any portion of the Charter Period in which case the Hire hereunder shall continue to be paid but, if the period of such lay-up exceeds 30 consecutive days, there shall be credited against such Hire the amount which the Owners shall reasonably have saved by way of reduction in expenses and overheads as a result of the lay-up of the Vessel.	176 177 178 179 180 181 182 183 184		
7. Master and Crew	185	8. Owners to Provide	242
(a) (i) The Master shall carry out his duties promptly and the Vessel shall render all reasonable services within her capabilities by day and by night and at such times and on such schedules as the Charterers may reasonably require without any obligations of the Charterers to pay to the Owners or the Master, Officers or the Crew of the Vessel any excess or overtime payments. The Charterers shall furnish the Master with all instructions and sailing directions and the Master and Engineer shall keep full and correct logs accessible to the Charterers or their agents.	186 187 188 189 190 191 192 193 194 195 196 197	(a) The Owners shall provide and pay for all provisions, wages and all other expenses of the Master, Officers and Crew; all maintenance and repair of the Vessel's hull, machinery and equipment as specified in ANNEX "A" ; also, except as otherwise provided in this Charter Party, for all insurance on the Vessel, all dues and charges directly related to the Vessel's flag and/or registration, all deck, cabin and engineroom stores, cordage required for ordinary ship's purposes mooring alongside in harbour, and all fumigation expenses and de-ratification certificates. The Owners' obligations under this Clause extend to cover all liabilities for consular charges appertaining to the Master, Officers and Crew, customs or import duties arising at any time during the performance of this Charter Party in relation to the personal effects of the Master, Officers and Crew, and in relation to the stores, provisions and other matters as aforesaid which the Owners are to provide and/or pay for and the Owners shall refund to the Charterers any sums they or their agents may have paid or been compelled to pay in respect of such liability.	243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263
(ii)(1) No Bills of Lading shall be issued for shipments under this Charter Party.	198	(b) On delivery the Vessel shall be equipped, if appropriate, at the Owners' expense with any towing and anchor handling equipment specified in ANNEX "A" .	264 265 266
(2) The Master shall sign cargo documents as directed by the Charterers in the form of receipts	199 200 201		
		9. Charterers to Provide	267
		(a) While the Vessel is on hire the Charterers shall	268

SUPPLYTIME 2005 Time Charter Party for Offshore Service Vessels

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PART II

SUPPLYTIME 2005 Time Charter Party for Offshore Service Vessels

	"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".	405 406 407 408 409 410	If payment is not received by the Owners within 5 banking days following the due date the Owners are entitled to charge interest at the rate stated in Box 25 on the amount outstanding from and including the due date until payment is received.	473 474 475 476 477
(ii)	Except as otherwise provided in this Charter Party, loss, damages, expense or delay (excluding consequential loss, damages, expense or delay) caused by failure on the part of the Charterers to comply with this Clause shall be for the Charterers' account.	411 412 413 414 415 416	Where an invoice is disputed, the Charterers shall notify the Owners before the due date and in any event pay the undisputed portion of the invoice but shall be entitled to withhold payment of the disputed portion provided that such portion is reasonably disputed and the Charterers specify such reason. Interest will be chargeable at the rate stated in Box 25 on such disputed amounts where resolved in favour of the Owners.	478 479 480 481 482 483 484
(c)	Notwithstanding anything else contained in this Charter Party all delay, costs or expenses whatsoever arising out of or related to security regulations or measures required by the port facility or any relevant authority in accordance with the ISPS Code/MTSA including, but not limited to, security guards, launch services, tug escorts, port security fees or taxes and inspections, shall be for the Charterers' account, unless such costs or expenses result solely from the Owners' negligence. All measures required by the Owners to comply with the Ship Security Plan shall be for the Owners' account.	417 418 419 420 421 422 423 424 425 426 427 428	Should the Owners prove the validity of the disputed portion of the invoice, balance payment shall be received by the Owners within 5 banking days after the dispute is resolved. Should the Charterers' claim be valid, a corrected invoice shall be issued by the Owners.	485 486 487 488 489 490
(d)	If either party makes any payment which is for the other party's account according to this Clause, the other party shall indemnify the paying party.	429 430 431	(f) (i) Where there is a failure to pay Hire by the due date, the Owners shall notify the Charterers in writing of such failure and further may also suspend the performance of any or all of their obligations under this Charter Party until such time as all the Hire due to the Owners under the Charter Party has been received by the Owners. Throughout any period of suspended performance under this Clause, the Vessel is to be and shall remain on Hire. The Owners' right to suspend performance under this Clause shall be without prejudice to any other rights they may have under this Charter Party.	491 492 493 494 495 496 497 498 499
12. Hire and Payments		432	(ii) If after 5 days of the written notification referred to in Clause 12(f)(i) the Hire has still not been received the Owners may at any time while Hire remains outstanding withdraw the Vessel from the Charter Party. The right to withdraw is to be exercised promptly and in writing and is not dependent upon the Owners first exercising the right to suspend performance of their obligations under the Charter Party pursuant to Clause 12(f)(i) above. The receipt by the Owners of a payment from the Charterers after the five day period referred to above has expired but prior to the notice of withdrawal shall not be deemed a waiver of the Owners' right to cancel the Charter Party.	500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516
(a)	<u>Hire</u> . - The Charterers shall pay Hire for the Vessel at the rate stated in Box 20 per day or pro rata for part thereof from the time that the Vessel is delivered to the Charterers until the expiration or earlier termination of this Charter Party.	433 434 435 436 437	(iii) Where the Owners choose not to exercise any of the rights afforded to them by this Clause in respect of any particular late payment of Hire, or a series of late payments of Hire, under the Charter Party, this shall not be construed as a waiver of their right either to suspend performance under Clause 12(f)(i) or to withdraw the Vessel from the Charter Party under Clause 12(f)(ii) in respect of any subsequent late payment under this Charter Party.	517 518 519 520 521 522 523 524 525 526
(b)	<u>Extension Hire</u> . - If the option to extend the Charter Period under Clause 1(b) is exercised, Hire for such extension shall, unless stated in Box 21 , be agreed between the Owners and the Charterers. Should the parties fail to reach an agreement, then the Charterers' shall not have the option to extend the Charter Period.	438 439 440 441 442 443	(iv) The Charterers shall indemnify the Owners in respect of any liabilities incurred by the Owners under the Bill of Lading or any other contract of carriage as a consequence of the Owners' proper suspension of and/or withdrawal from any or all of their obligations under this Charter Party.	527 528 529 530 531 532
(c)	<u>Adjustment of Hire</u> . - The rate of hire shall be adjusted to reflect documented changes, after the date of entering into the Charter Party or the date of commencement of employment, whichever is earlier, in the Owners' costs arising from changes in the Charterers' requirements, or regulations governing the Vessel and/or its Crew or this Charter Party or the application thereof.	444 445 446 447 448 449 450 451	(g) <u>Audit</u> . - The Charterers shall have the right to appoint an independent chartered accountant to audit the Owners' books directly related to work performed under this Charter Party at any time after the conclusion of the Charter Party, up to the expiry of the period stated in Box 26 , to determine the validity of the Owners' charges hereunder. The Owners undertake to make their records available for such purposes at their	533 534 535 536 537 538 539 540
(d)	<u>Invoicing</u> . - All invoices shall be issued in the contract currency stated in Box 20 . In respect of reimbursable expenses incurred in currencies other than the contract currency, the rate of exchange into the contract currency shall be that quoted by the Central Bank of the country of such other currency as at the date of the Owners' invoice. Invoices covering Hire and any other payments due shall be issued monthly as stated in Box 22(i) or at the expiration or earlier termination of this Charter Party. Notwithstanding the foregoing, bunkers and lubricants on board at delivery shall be invoiced at the time of delivery.	452 453 454 455 456 457 458 459 460 461 462 463 464		
(e)	<u>Payments</u> . - Payments of Hire, bunker invoices and disbursements for the Charterers' account shall be received within the number of days stated in Box 24 from the date of receipt of the invoice. Payment shall be made in the currency stated in Box 20 in full without discount to the account stated in Box 23 . However, any advances for disbursements made on behalf of and approved by the Owners may be deducted from Hire due.	465 466 467 468 469 470 471 472		

PART II

SUPPLYTIME 2005 Time Charter Party for Offshore Service Vessels

principal place of business during normal working hours.	541	agree to furnish the Charterers with the Owners'	609
Any discrepancies discovered in payments made shall	542	proposed drydocking schedule and the Charterers	610
be promptly resolved by invoice or credit as appropriate.	543	agree to make every reasonable effort to assist the	611
		Owners in adhering to such predetermined drydocking	612
		schedule for the Vessel.	613
13. Suspension of Hire	544		
(a) If as a result of any deficiency of Crew or of the	545	14. Liabilities and Indemnities	614
Owners' stores, strike of Master, Officers and Crew,	546	(a) Definitions	615
breakdown of machinery, damage to hull or other	547	For the purpose of this Clause "Owners' Group" shall	616
accidents to the Vessel, the Vessel is prevented from	548	mean: the Owners, and their contractors and sub-	617
working, no Hire shall be payable in respect of any time	549	contractors, and Employees of any of the foregoing.	618
lost and any Hire paid in advance shall be adjusted	550	For the purpose of this Clause "Charterers' Group" shall	619
accordingly provided always however that Hire shall	551	mean: the Charterers, and their contractors, sub-	620
not cease in the event of the Vessel being prevented	552	contractors, co-venturers and customers (having a	621
from working as aforesaid as a result of:	553	contractual relationship with the Charterers, always with	622
(i) the carriage of cargo as noted in Clause 6(c)(iii)	554	respect to the job or project on which the Vessel is	623
and (iv);	555	employed), and Employees of any of the foregoing.	624
(ii) quarantine or risk of quarantine unless caused by	556	(b) Knock for Knock	625
the Master, Officers or Crew having communication	557	(i) Owners. - Notwithstanding anything else contained	626
with the shore at any infected area not in	558	in this Charter Party excepting Clauses 6(c)(iii) ,	627
connection with the employment of the Vessel	559	9(b) , 9(e) , 9(f) , 10(d) , 11 , 12(f)(iv) , 14(d) , 15(b) ,	628
without the consent or the instructions of the	560	18(c) , 26 and 27 , the Charterers shall not be	629
Charterers;	561	responsible for loss of or damage to the property	630
(iii) deviation from her Charter Party duties or	562	of any member of the Owners' Group, including	631
exposure to abnormal risks at the request of the	563	the Vessel, or for personal injury or death of any	632
Charterers;	564	member of the Owners' Group arising out of or in	633
(iv) detention in consequence of being driven into port	565	any way connected with the performance of this	634
or to anchorage through stress of weather or	566	Charter Party, even if such loss, damage, injury or	635
trading to shallow harbours or to river or ports	567	death is caused wholly or partially by the act,	636
with bars or suffering an accident to her cargo,	568	neglect, or default of the Charterers' Group, and	637
when the expenses resulting from such detention	569	even if such loss, damage, injury or death is caused	638
shall be for the Charterers' account howsoever	570	wholly or partially by unseaworthiness of any	639
incurred;	571	vessel; and the Owners shall indemnify, protect,	640
(v) detention or damage by ice;	572	defend and hold harmless the Charterers from any	641
(vi) any act or omission of the Charterers, their	573	and against all claims, costs, expenses, actions,	642
servants or agents.	574	proceedings, suits, demands and liabilities	643
(b) <u>Liability for Vessel not Working.</u> - The Owners'	575	whatsoever arising out of or in connection with such	644
liability for any loss, damage or delay sustained by the	576	loss, damage, personal injury or death.	645
Charterers as a result of the Vessel being prevented	577	(ii) Charterers. - Notwithstanding anything else	646
from working by any cause whatsoever shall be limited	578	contained in this Charter Party excepting Clause	647
to suspension of hire, except as provided in Clause	579	11 , 15(a) , 16 and 26 , the Owners shall not be	648
11(a)(iii) .	580	responsible for loss of, damage to, or any liability	649
(c) <u>Maintenance and Drydocking.</u> - Notwithstanding	581	arising out of anything towed by the Vessel, any	650
Clause 13(a) , the Charterers shall grant the Owners a	582	cargo laden upon or carried by the Vessel or her	651
maximum of 24 hours on hire, which shall be	583	tow, the property of any member of the Charterers'	652
cumulative, per month or pro rata for part of a month	584	Group, whether owned or chartered, including	653
from the commencement of the Charter Period for	585	their Offshore Units, or for personal injury or death	654
maintenance and repairs including drydocking	586	of any member of the Charterers' Group or of	655
(hereinafter referred to as "maintenance allowance").	587	anyone on board anything towed by the Vessel,	656
The Vessel shall be drydocked at regular intervals. The	588	arising out of or in any way connected with the	657
Charterers shall place the Vessel at the Owners'	589	performance of this Charter Party, even if such	658
disposal clean of cargo, at a port (to be nominated by	590	loss, damage, liability, injury or death is caused	659
the Owners at a later date) having facilities suitable to	591	wholly or partially by the act, neglect or default of	660
the Owners for the purpose of such drydocking.	592	the Owners' Group, and even if such loss,	661
During reasonable voyage time taken in transits	593	damage, liability, injury or death is caused wholly	662
between such port and Area of Operation the Vessel	594	or partially by the unseaworthiness of any vessel;	663
shall be on hire and such time shall not be counted	595	and the Charterers shall indemnify, protect,	664
against the accumulated maintenance allowance.	596	defend and hold harmless the Owners from any	665
Hire shall be suspended during any time taken in	597	and against all claims, costs, expenses, actions,	666
maintenance repairs and drydocking in excess of the	598	proceedings, suits, demands, and liabilities	667
accumulated maintenance allowance.	599	whatsoever arising out of or in connection with	668
In the event of less time being taken by the Owners for	600	such loss, damage, liability, personal injury or	669
repairs and drydocking or, alternatively, the Charterers	601	death.	670
not making the Vessel available for all or part of this	602	(c) <u>Consequential Damages.</u> -	671
time, the Charterers shall, upon expiration or earlier	603	Neither party shall be liable to the other for any	672
termination of the Charter Party, pay the equivalent of	604	consequential damages whatsoever arising out of or in	673
the daily rate of Hire then prevailing in addition to Hire	605	connection with the performance or non-performance	674
otherwise due under this Charter Party in respect of all	606	of this Charter Party, and each party shall protect, defend	675
such time not so taken or made available.	607	and indemnify the other from and against all such claims	676
Upon commencement of the Charter Period, the Owners	608		

PART II

SUPPLYTIME 2005 Time Charter Party for Offshore Service Vessels

from any member of its Group as defined in Clause 14(a) .	677	defend and hold harmless the Charterers against all	745
"Consequential damages" shall include, but not be limited to, loss of use, loss of profits, shut-in or loss of production and cost of insurance, whether or not foreseeable at the date of this Charter Party.	678	claims, costs, expenses, actions, proceedings, suits,	746
	679	demands and liabilities whatsoever arising out of actual	747
	680	or threatened pollution damage and the cost of cleanup	748
	681	or control thereof arising from acts or omissions of the	749
	682	Owners or their personnel which cause or allow	750
(d) <u>Limitations.</u>	683	discharge, spills or leaks from the Vessel, except as may	751
Nothing contained in this Charter Party shall be construed or held to deprive the Owners or the Charterers, as against any person or party, including as against each other, of any right to claim limitation of liability provided by any applicable law, statute or convention, save that nothing in this Charter Party shall create any right to limit liability. Where the Owners or the Charterers may seek an indemnity under the provisions of this Charter Party or against each other in respect of a claim brought by a third party, the Owners or the Charterers shall seek to limit their liability against such third party.	684	emanate from cargo thereon or therein.	752
	685	(b) The Charterers shall be liable for and agree to indemnify, defend and hold harmless the Owners from	753
	686	all claims, costs, expenses, actions, proceedings, suits,	754
	687	demands, liabilities, loss or damage whatsoever arising	755
	688	out of or resulting from any other actual or threatened	756
	689	pollution damage, even where caused wholly or partially	757
	690	by the act, neglect or default of the Owners, their	758
	691	Employees, contractors or sub-contractors or by the	759
	692	unseaworthiness of the Vessel.	760
	693	(c) The Charterers shall, upon giving notice to the	761
	694	Owners or the Master, have the right (but shall not be	762
	695	obliged) to place on board the Vessel and/or have in	763
	696	attendance at the site of any pollution or threatened	764
	697	incident one or more Charterers' representative to	765
	698	observe the measures being taken by Owners and/or	766
	699	national or local authorities or their respective servants,	767
	700	agents or contractors to prevent or minimise pollution	768
	701	damage and to provide advice, equipment or manpower	769
	702	or undertake such other measures, at Charterers' risk	770
	703	and expense, as are permitted under applicable law	771
	704	and as Charterers believe are reasonably necessary to	772
	705	prevent or minimise such pollution damage or to remove	773
	706	the threat of pollution damage.	774
	707		775
	708		
	709	16. Wreck Removal	776
	710	If the Vessel becomes a wreck and is an obstruction to	777
	711	navigation and has to be removed by order of any lawful	778
	712	authority having jurisdiction over the area where the	779
	713	Vessel is placed or as a result of compulsory law, the	780
	714	Owners shall be liable for any and all expenses in	781
	715	connection with the raising, removal, destruction,	782
	716	lighting or marking of the Vessel.	783
	717		
	718	17. Insurance	784
	719	(a) (i) The Owners shall procure and maintain in	785
	720	effect for the duration of this Charter Party, with	786
	721	reputable insurers, the insurances set forth in	787
	722	ANNEX "B" .	788
	723	Policy limits shall not be less than those indicated.	789
	724	Reasonable deductibles are acceptable and shall	790
	725	be for the account of the Owners.	791
	726	(ii) The Charterers shall upon request be named as	792
	727	co-insured. The Owners shall upon request cause	793
	728	insurers to waive subrogation rights against the	794
	729	Charterers (as encompassed in Clause 14(e)(ii)).	795
	730	Co-insurance and/or waivers of subrogation shall	796
	731	be given only insofar as these relate to liabilities	797
	732	which are properly the responsibility of the Owners	798
	733	under the terms of this Charter Party.	799
	734	(b) The Owners shall upon request furnish the	800
	735	Charterers with copies of certificates of insurance which	801
	736	provide sufficient information to verify that the Owners	802
	737	have complied with the insurance requirements of this	803
	738	Charter Party.	804
	739	(c) If the Owners fail to comply with the aforesaid	805
	740	insurance requirements, the Charterers may, without	806
	741	prejudice to any other rights or remedies under this	807
		Charter Party, purchase similar coverage and deduct	808
		the cost thereof from any payment due to the Owners	809
		under this Charter Party.	810
15. Pollution	742		
(a) Except as otherwise provided for in Clause 18(c)(iii) ,	743		
the Owners shall be liable for, and agree to indemnify,	744		

PART II

SUPPLYTIME 2005 Time Charter Party for Offshore Service Vessels

18. Saving of Life and Salvage	811	damage or other loss to person or property	879
(a) The Vessel shall be permitted to deviate for the purpose of saving life at sea without prior approval of or notice to the Charterers and without loss of Hire provided however that notice of such deviation is given as soon as possible.	812 813 814 815 816	howsoever arising from such assistance.	880
(b) Subject to the Charterers' consent, which shall not be unreasonably withheld, the Vessel shall be at liberty to undertake attempts at salvage, it being understood that the Vessel shall be off-hire from the time she leaves port or commences to deviate and she shall remain off-hire until she is again in every way ready to resume the Charterers' service at a position which is not less favourable to the Charterers than the position at the time of leaving port or deviating for the salvage services. All salvage monies earned by the Vessel shall be divided equally between the Owners and the Charterers, after deducting the Master's, Officers' and Crew's share, legal expenses, value of fuel and lubricants consumed, Hire of the Vessel lost by the Owners during the salvage, repairs to damage sustained, if any, and any other extraordinary loss or expense sustained as a result of the salvage.	817 818 819 820 821 822 823 824 825 826 827 828 829 830 831 832 833		
The Charterers shall be bound by all measures taken by the Owners in order to secure payment of salvage and to fix its amount.	834 835 836		
(c) The Owners shall waive their right to claim any award for salvage performed on property owned by or contracted to the Charterers, always provided such property was the object of the operation the Vessel was chartered for, and the Vessel shall remain on hire when rendering salvage services to such property. This waiver is without prejudice to any right the Vessel's Master, Officers and Crew may have under any title.	837 838 839 840 841 842 843 844		
If the Owners render assistance to such property in distress on the basis of "no claim for salvage", then, notwithstanding any other provisions contained in this Charter Party and even in the event of neglect or default of the Owners, Master, Officers or Crew:	845 846 847 848 849		
(i) The Charterers shall be responsible for and shall indemnify the Owners against payments made, under any legal rights, to the Master, Officers and Crew in relation to such assistance.	850 851 852 853		
(ii) The Charterers shall be responsible for and shall reimburse the Owners for any loss or damage sustained by the Vessel or her equipment by reason of giving such assistance and shall also pay the Owners' additional expenses thereby incurred.	854 855 856 857 858 859		
(iii) The Charterers shall be responsible for any actual or potential spill, seepage and/or emission of any pollutant howsoever caused occurring within the offshore site and any pollution resulting therefrom wheresoever it may occur and including but not limited to the cost of such measures as are reasonably necessary to prevent or mitigate pollution damage, and the Charterers shall indemnify the Owners against any liability, cost or expense arising by reason of such actual or potential spill, seepage and/or emission.	860 861 862 863 864 865 866 867 868 869 870		
(iv) The Vessel shall not be off-hire as a consequence of giving such assistance, or effecting repairs under Clause 18(c)(ii) , and time taken for such repairs shall not count against time granted under Clause 13(c) .	871 872 873 874 875		
(v) The Charterers shall indemnify the Owners against any liability, cost and/or expense whatsoever in respect of any loss of life, injury,	876 877 878		
19. Lien	881		
The Owners shall have a lien upon all cargoes and equipment for all claims against the Charterers under this Charter Party and the Charterers shall have a lien on the Vessel for all monies paid in advance and not earned. The Charterers will not suffer, nor permit to be continued, any lien or encumbrance incurred by them or their agents, which might have priority over the title and interest of the Owners in the Vessel. Except as provided in Clause 14 , the Charterers shall indemnify and hold the Owners harmless against any lien of whatsoever nature arising upon the Vessel during the Charter Period while she is under the control of the Charterers, and against any claims against the Owners arising out of the operation of the Vessel by the Charterers or out of any neglect of the Charterers in relation to the Vessel or the operation thereof. Should the Vessel be arrested by reason of claims or liens arising out of her operation hereunder, unless brought about by the act or neglect of the Owners, the Charterers shall at their own expense take all reasonable steps to secure that within a reasonable time the Vessel is released and at their own expense put up bail to secure release of the Vessel.	882 883 884 885 886 887 888 889 890 891 892 893 894 895 896 897 898 899 900 901 902 903 904		
20. Sublet and Assignment	905		
(a) <u>Charterers</u> . - The Charterers shall have the option of subletting, assigning or loaning the Vessel to any person or company not competing with the Owners, subject to the Owners' prior approval which shall not be unreasonably withheld, upon giving notice in writing to the Owners, but the original Charterers shall always remain responsible to the Owners for due performance of the Charter Party. The person or company taking such subletting, assigning or loan and their contractors and sub-contractors shall be deemed contractors of the Charterers for all the purposes of this Charter Party. The Owners make it a condition of such consent that additional Hire shall be paid as agreed between the Charterers and the Owners in Box 29 , having regard to the nature and period of any intended service of the Vessel.	906 907 908 909 910 911 912 913 914 915 916 917 918 919 920 921		
(b) <u>Owners</u> . - The Owners may not assign or transfer any part of this Charter Party without the written approval of the Charterers, which approval shall not be unreasonably withheld. Approval by the Charterers of such subletting or assignment shall not relieve the Owners of their responsibility for due performance of the part of the services which is sublet or assigned.	922 923 924 925 926 927 928		
21. Substitute Vessel	929		
The Owners shall be entitled at any time, whether before delivery or at any other time during the Charter Period, to provide a substitute vessel, subject to the Charterers' prior approval which shall not be unreasonably withheld.	930 931 932 933		
22. BIMCO War Risks Clause "CONWARTIME 2004"	934		
(a) For the purpose of this Clause, the words:	935		
(i) "Owners" shall include the shipowners, bareboat charterers, disponent owners, managers or other operators who are charged with the management of the Vessel, and the Master; and	936 937 938 939		
(ii) "War Risks" shall include any actual, threatened or reported: war; act of war; civil war; hostilities; revolution; rebellion; civil commotion; warlike operations; laying of mines; acts of piracy; acts of terrorists; acts of hostility or malicious damage;	940 941 942 943 944		

PART II

SUPPLYTIME 2005 Time Charter Party for Offshore Service Vessels

blockades (whether imposed against all vessels or imposed selectively against vessels of certain flags or ownership, or against certain cargoes or crews or otherwise howsoever); by any person, body, terrorist or political group, or the Government of any state whatsoever, which, in the reasonable judgement of the Master and/or the Owners, may be dangerous or are likely to be or to become dangerous to the Vessel, her cargo, crew or other persons on board the Vessel.	945 946 947 948 949 950 951 952 953 954				
(b) The Vessel, unless the written consent of the Owners be first obtained, shall not be ordered to or required to continue to or through, any port, place, area or zone (whether of land or sea), or any waterway or canal, where it appears that the Vessel, her cargo, crew or other persons on board the Vessel, in the reasonable judgement of the Master and/or the Owners, may be, or are likely to be, exposed to War Risks. Should the Vessel be within any such place as aforesaid, which only becomes dangerous, or is likely to be or to become dangerous, after her entry into it, she shall be at liberty to leave it.	955 956 957 958 959 960 961 962 963 964 965 966				
(c) The Vessel shall not be required to load contraband cargo, or to pass through any blockade, whether such blockade be imposed on all vessels, or is imposed selectively in any way whatsoever against vessels of certain flags or ownership, or against certain cargoes or crews or otherwise howsoever, or to proceed to an area where she shall be subject, or is likely to be subject to a belligerent's right of search and/or confiscation.	967 968 969 970 971 972 973 974				
(d) (i) The Owners may effect war risks insurance in respect of the Hull and Machinery of the Vessel and their other interests (including, but not limited to, loss of earnings and detention, the crew and their Protection and Indemnity Risks), and the premiums and/or calls therefor shall be for their account.	975 976 977 978 979 980 981				
(ii) If the Underwriters of such insurance should require payment of premiums and/or calls because, pursuant to the Charterers' orders, the Vessel is within, or is due to enter and remain within, or pass through any area or areas which are specified by such Underwriters as being subject to additional premiums because of War Risks, then the actual premiums and/or calls paid shall be reimbursed by the Charterers to the Owners at the same time as the next payment of hire is due, or upon redelivery, whichever occurs first.	982 983 984 985 986 987 988 989 990 991 992				
(e) If the Owners become liable under the terms of employment to pay to the crew any bonus or additional wages in respect of sailing into an area which is dangerous in the manner defined by the said terms, then the actual bonus or additional wages paid shall be reimbursed to the Owners by the Charterers at the same time as the next payment of hire is due, or upon redelivery, whichever occurs first.	993 994 995 996 997 998 999 1000				
(f) The Vessel shall have liberty:-	1001				
(i) to comply with all orders, directions, recommendations or advice as to departure, arrival, routes, sailing in convoy, ports of call, stoppages, destinations, discharge of cargo, delivery, or in any other way whatsoever, which are given by the Government of the Nation under whose flag the Vessel sails, or other Government to whose laws the Owners are subject, or any other Government, body or group whatsoever acting with the power to compel compliance with their orders or directions;	1002 1003 1004 1005 1006 1007 1008 1009 1010 1011 1012	(ii) to comply with the order, directions or recommendations of any war risks underwriters who have the authority to give the same under the terms of the war risks insurance;	1013 1014 1015 1016		
		(iii) to comply with the terms of any resolution of the Security Council of the United Nations, the effective orders of any other Supranational body which has the right to issue and give the same, and with national laws aimed at enforcing the same to which the Owners are subject, and to obey the orders and directions of those who are charged with their enforcement;	1017 1018 1019 1020 1021 1022 1023 1024		
		(iv) to discharge at any other port any cargo or part thereof which may render the Vessel liable to confiscation as a contraband carrier;	1025 1026 1027		
		(v) to call at any other port to change the crew or any part thereof or other persons on board the Vessel when there is reason to believe that they may be subject to internment, imprisonment or other sanctions.	1028 1029 1030 1031 1032		
		(g) If in accordance with their rights under the foregoing provisions of this Clause, the Owners shall refuse to proceed to the loading or discharging ports, or any one or more of them, they shall immediately inform the Charterers. No cargo shall be discharged at any alternative port without first giving the Charterers notice of the Owners' intention to do so and requesting them to nominate a safe port for such discharge. Failing such nomination by the Charterers within 48 hours of the receipt of such notice and request, the Owners may discharge the cargo at any safe port of their own choice.	1033 1034 1035 1036 1037 1038 1039 1040 1041 1042 1043		
		(h) If in compliance with any of the provisions of sub-clauses (b) to (g) of this Clause anything is done or not done, such shall not be deemed a deviation, but shall be considered as due fulfilment of this Charter Party.	1044 1045 1046 1047		
		23. War Cancellation Clause 2004	1048		
		Either party may cancel this Charter Party on the outbreak of war (whether there be a declaration of war or not)	1049 1050 1051		
		(a) between any two or more of the following countries: the United States of America; Russia; the United Kingdom; France; and the People's Republic of China, or,	1052 1053 1054 1055		
		(b) between the countries stated in Box 30 .	1056		
		24. BIMCO Ice Clause for Time Charter Parties	1057		
		(a) The Vessel shall not be obliged to force ice but, subject to the Owners' prior approval having due regard to its size, construction and class, may follow ice-breakers.	1058 1059 1060 1061		
		(b) The Vessel shall not be required to enter or remain in any icebound port or area, nor any port or area where lights, lightships, markers or buoys have been or are about to be withdrawn by reason of ice, nor where on account of ice there is, in the Master's sole discretion, a risk that, in the ordinary course of events, the Vessel will not be able safely to enter and remain at the port or area or to depart after completion of loading or discharging. If, on account of ice, the Master in his sole discretion considers it unsafe to proceed to, enter or remain at the place of loading or discharging for fear of the Vessel being frozen in and/or damaged, he shall be at liberty to sail to the nearest ice-free and safe place and there await the Charterers' instructions.	1062 1063 1064 1065 1066 1067 1068 1069 1070 1071 1072 1073 1074 1075		
		(c) Any delay or deviation caused by or resulting from ice shall be for the Charterers' account and the Vessel shall remain on-hire.	1076 1077 1078		
		(d) Any additional premiums and/or calls required by	1079		

PART II

SUPPLYTIME 2005 Time Charter Party for Offshore Service Vessels

the Vessel's underwriters due to the Vessel entering or remaining in any icebound port or area, shall be for the Charterers' account.	1080 1081 1082		
25. Epidemic/Fever	1083	29. Drugs and Alcohol Policy	1145
The Vessel shall not be ordered to nor bound to enter without the Owners' written permission any place where fever or epidemics are prevalent or to which the Master, Officers and Crew by law are not bound to follow the Vessel.	1084 1085 1086 1087 1088	The Owners undertake that they have, and shall maintain for the duration of this Charter Party, a policy on Drugs and Alcohol Abuse applicable to the Vessel (the "D & A Policy") that meets or exceeds the standards in the OCIMF Guidelines for the Control of Drugs and Alcohol Onboard Ship 1995 as amended from time to time.	1146 1147 1148 1149 1150
Notwithstanding the terms of Clause 13 , Hire shall be paid for all time lost including any lost owing to loss of or sickness to the Master, Officers, Crew or passengers or to the action of the Crew in refusing to proceed to such place or to be exposed to such risks.	1089 1090 1091 1092 1093	The Owners shall exercise due diligence to ensure that the D & A Policy is understood and complied with on and about the Vessel. An actual impairment, shall not in and itself mean that the Owners have failed to exercise due diligence.	1151 1152 1153 1154 1155 1156
26. General Average and New Jason Clause	1094	30. Taxes	1157
General Average shall be adjusted and settled in London unless otherwise stated in Box 31 , according to York-Antwerp Rules, 1994.	1095 1096 1097	Within the day rate the Owners shall be responsible for the taxes stated in Box 32 and the Charterers shall be responsible for all other taxes.	1158 1159 1160
Hire shall not contribute to General Average. Should adjustment be made in accordance with the law and practice of the United States of America, the following provision shall apply:	1098 1099 1100 1101	In the event of change in the Area of Operation or change in local regulation and/or interpretation thereof, resulting in an unavoidable and documented change of the Owners' tax liability after the date of entering into the Charter Party or the date of commencement of employment, whichever is the earlier, Hire shall be adjusted accordingly.	1161 1162 1163 1164 1165 1166 1167
"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 Owners are not responsible, by statute, contract or otherwise, the cargo, shippers, consignees or owners of the cargo shall contribute with the Owners in General Average to the payment of any sacrifices, loss or expenses of a General Average nature that may be made or incurred and shall pay salvage and special charges incurred in respect of the cargo.	1102 1103 1104 1105 1106 1107 1108 1109 1110 1111 1112	31. Early Termination	1168
If a salving vessel is owned or operated by the Owners, salvage shall be paid for as fully as if the said salving vessel or vessels belonged to strangers. Such deposit as the Owners, or their agents, may deem sufficient to cover the estimated contribution of the cargo and any salvage and special charges thereon shall, if required, be made by the cargo, shippers, consignees or owners of the cargo to the Owners before delivery".	1113 1114 1115 1116 1117 1118 1119 1120	(a) <u>At Charterers' Convenience</u> . - The Charterers may terminate this Charter Party at any time by giving the Owners written notice of termination as stated in Box 14 , upon expiry of which, this Charter Party will terminate. Upon such termination, Charterers shall pay the compensation for early termination stated in Box 13 and the demobilisation charge stated in Box 15 , as well as Hire or other payments due under the Charter Party up to the time of termination. Should Box 13 be left blank, Clause 31(a) shall not apply.	1169 1170 1171 1172 1173 1174 1175 1176 1177 1178
27. Both-to-Blame Collision Clause	1121	(b) <u>For Cause</u> . - If either party becomes informed of the occurrence of any event described in this Clause that party shall so notify the other party promptly in writing and in any case within 3 days after such information is received. If the occurrence has not ceased within 3 days after such notification has been given, this Charter Party may be terminated by either party, without prejudice to any other rights which either party may have, under any of the following circumstances:	1179 1180 1181 1182 1183 1184 1185 1186 1187
If the Vessel 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 Owners in the navigation or the management of the Vessel, the Charterers will indemnify the Owners against all loss or liability to the other or non-carrying ship or her owners insofar as such loss or liability represent loss of or damage to, or any claim whatsoever of the owners of any goods carried under this Charter Party paid or payable by the other or non-carrying ship or her owners to the owners of the said goods and set-off, recouped or recovered by the other or non-carrying ship or her owners as part of their claim against the Vessel or the Owners. 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.	1122 1123 1124 1125 1126 1127 1128 1129 1130 1131 1132 1133 1134 1135 1136 1137 1138 1139	(i) <u>Requisition</u> . - If the government of the state of registry and/or the flag of the Vessel, or any agency thereof, requisitions for hire or title or otherwise takes possession of the Vessel during the Charter Period.	1188 1189 1190 1191 1192
28. Health and Safety	1140	(ii) <u>Confiscation</u> . - If any government, individual or group, whether or not purporting to act as a government or on behalf of any government, confiscates, requisitions, expropriates, seizes or otherwise takes possession of the Vessel during the Charter Period (other than by way of arrest for the purpose of obtaining security).	1193 1194 1195 1196 1197 1198 1199
The Owners shall comply with and adhere to all applicable international, national and local regulations pertaining to health and safety, and such Charterers' instructions as may be appended hereto.	1141 1142 1143 1144	(iii) <u>Bankruptcy</u> . - In the event of an order being made or resolution passed for the winding up, dissolution, liquidation or bankruptcy of either party (otherwise than for the purpose of reconstruction or amalgamation) or if a receiver is appointed or if it suspends payment or ceases to carry on business.	1200 1201 1202 1203 1204 1205
		(iv) <u>Loss of Vessel</u> . - If the Vessel is lost or becomes a constructive total loss, or is missing unless the Owners promptly state their intention to provide, and do in fact provide, within 14 days of the Vessel being lost or missing, at the port or place from which the Vessel last sailed (or some other	1206 1207 1208 1209 1210 1211

PART II

SUPPLYTIME 2005 Time Charter Party for Offshore Service Vessels

mutually acceptable port or place) a substitute	1212	that has already been published or is in the public	1279
vessel pursuant to Clause 21 . In the case of	1213	domain.	1280
termination, Hire shall cease from the date the	1214	All information and data provided by a party is and shall	1281
Vessel was lost or, in the event of a constructive	1215	remain the property of that party.	1282
total loss, from the date of the event giving rise to	1216		
such loss. If the date of loss cannot be ascertained	1217	34. BIMCO Dispute Resolution Clause	1283
or the Vessel is missing, payment of Hire shall	1218		
cease from the date the Vessel was last reported.	1219		
(v) <u>Breakdown</u> . - If, at any time during the term of	1220	English Law, London Arbitration	
this Charter Party a breakdown of the Owners'	1221		
equipment or Vessel result in the Owners being	1222		
unable to perform their obligations hereunder for	1223		
a period exceeding that stated in Box 33 and have	1224		
not initiated reasonable steps within 48 hours to	1225	(a) This Contract shall be governed by and construed in accordance	
remedy the non-performance or provided a	1226	with English law and any dispute arising out of or in connection with	
substitute vessel pursuant to Clause 21 .	1227	this Contract shall be referred to arbitration in London in accordance	
(vi) <u>Force Majeure</u> . - If a force majeure condition as	1228	with the Arbitration Act 1996 or any statutory modification or re-	
defined in Clause 32 prevents or hinders the	1229	enactment thereof save to the extent necessary to give effect to the	
performance of the Charter Party for a period	1230	provisions of this Clause.	
exceeding 15 consecutive days from the time at	1231		
which the impediment causes the failure to	1232		
perform if notice is given without delay or, if notice	1233	The arbitration shall be conducted in accordance with the London	
is not given without delay, from the time at which	1234	Maritime Arbitrators Association (LMAA) Terms current at the time	
notice thereof reaches the other party.	1235	when the arbitration proceedings are commenced.	
(vii) <u>Default</u> . - If either party is in repudiatory breach	1236		
of its obligations hereunder.	1237		
Termination as a result of any of the above mentioned	1238	The reference shall be to three arbitrators. A party wishing to refer a	
causes shall not relieve the Charterers of any obligation	1239	dispute to arbitration shall appoint its arbitrator and send notice of such	
for Hire and any other payments.	1240	appointment in writing to the other party requiring the other party to	
		appoint its own arbitrator within fourteen (14) calendar days of that	
32. Force Majeure	1241	notice and stating that it will appoint its arbitrator as sole arbitrator	
Neither party shall be liable for any loss, damage or	1242	unless the other party appoints its own arbitrator and gives notice that it	
delay due to any of the following force majeure events	1243	has done so within the fourteen (14) days specified. If the other party	
and/or conditions to the extent the party invoking force	1244	does not appoint its own arbitrator and give notice that it has done so	
majeure is prevented or hindered from performing any	1245	within the fourteen (14) days specified, the party referring a dispute to	
or all of their obligations under this Charter Party,	1246	arbitration may, without the requirement of any further prior notice to	
provided they have made all reasonable efforts to avoid,	1247	the other party, appoint its arbitrator as sole arbitrator and shall advise	
minimize or prevent the effect of such events and/or	1248	the other party accordingly. The award of a sole arbitrator shall be	
conditions:	1249	binding on both parties as if he had been appointed by agreement.	
(a) acts of God;	1250		
(b) any Government requisition, control, intervention,	1251		
requirement or interference;	1252		
(c) any circumstances arising out of war, threatened	1253	Nothing herein shall prevent the parties agreeing in writing to vary	
act of war or warlike operations, acts of terrorism,	1254	these provisions to provide for the appointment of a sole arbitrator.	
sabotage or piracy, or the consequences thereof;	1255		
(d) riots, civil commotion, blockades or embargoes;	1256		
(e) epidemics;	1257		
(f) earthquakes, landslides, floods or other extraor-	1258	In cases where neither the claim nor any counterclaim exceeds the	
inary weather conditions;	1259	sum of USD 100,000 (or such other sum as the parties may agree) the	
(g) strikes, lockouts or other industrial action, unless	1260	arbitration shall be conducted in accordance with the LMAA Small	
limited to the Employees of the party seeking to invoke	1261	Claims Procedure current at the time when the arbitration proceedings	
force majeure;	1262	are commenced.	
(h) fire, accident, explosion except where caused by	1263		
negligence of the party seeking to invoke force majeure;	1264		
(i) any other similar cause beyond the reasonable	1265	(b) Notwithstanding the above, the parties may agree at any time to	
control of either party.	1266	refer to mediation any difference and/or dispute arising out of or in	
The party seeking to invoke force majeure shall notify	1267	connection with this Contract.	
the other party in writing within 2 working days of the	1268		
occurrence of any such event/condition.	1269		
33. Confidentiality	1270		
All information or data provided or obtained in	1271	In the case of a dispute in respect of which arbitration has been	
connection with the performance of this Charter Party	1272	commenced under the above, the following shall apply:	
is and shall remain confidential and not be disclosed	1273		
without the prior written consent of the other party. The	1274		
parties shall use their best efforts to ensure that such	1275		
information shall not be disclosed to any third party by	1276	(i) A party may at any time and from time to time elect to refer the	
any of their sub-contractors, Employees and agents.	1277	dispute or part of the dispute to mediation by service on the other party	
This Clause shall not apply to any information or data	1278	(or parties) of a written notice (the "Mediation Notice") calling on the	
		other party (or parties) to agree to mediation.	

PART II
SUPPLYTIME 2005 Time Charter Party for Offshore Service Vessels

(ii) The other party (or parties) shall thereupon within fourteen (14) calendar days of receipt of the Mediation Notice confirm that they agree to mediation, in which case the parties shall thereafter agree a mediator within a further fourteen (14) calendar days, failing which on the application of either party (or parties) a mediator will be appointed promptly by the Arbitration Tribunal ("the Tribunal") or such person as the Tribunal may designate for that purpose. The mediation shall be conducted in such place and in accordance with such procedure and on such terms as the parties may agree or, in the event of disagreement, as may be set by the mediator.

(iii) If the other party (or parties) does (do) not agree to mediate, that fact may be brought to the attention of the Tribunal and may be taken into account by the Tribunal when allocating the costs of the arbitration as between the parties.

(iv) The mediation shall not affect the right of either party (or parties) to seek such relief or take such steps as it considers (consider) necessary to protect its (their) interest.

(v) A party (or parties) may advise the Tribunal that they have agreed to mediation. The arbitration procedure shall continue during the conduct of the mediation but the Tribunal may take the mediation timetable into account when setting the timetable for steps in the arbitration.

(vi) Unless otherwise agreed or specified in the mediation terms, each party shall bear its own costs incurred in the mediation and the parties shall share equally the mediator's costs and expenses.

(vii) The mediation process shall be without prejudice and confidential and no information or documents disclosed during it shall be revealed to the Tribunal except to the extent that they are disclosable under the law and procedure governing the arbitration.

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

BIMCO Dispute Resolution Clause

~~*(a) This Charter Party shall be governed by and construed in accordance with English law and any dispute arising out of or in connection with this Charter Party shall be referred to arbitration in London in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment thereof save to the extent necessary to give effect to the provisions of this Clause. The arbitration shall be conducted in accordance with the London Maritime Arbitrators Association (LMAA) Terms current at the time when the arbitration proceedings are commenced. The reference shall be to three arbitrators. A party wishing to refer a dispute to arbitration shall appoint its arbitrator and send notice of such appointment in writing to the other party requiring the other party to appoint its own arbitrator within 14 calendar days of that notice and stating that it will appoint its arbitrator as sole~~

~~arbitrator unless the other party appoints its own arbitrator and gives notice that it has done so within the 14 days specified. If the other party does not appoint its own arbitrator and give notice that it has done so within the 14 days specified, the party referring a dispute to arbitration may, without the requirement of any further prior notice to the other party, appoint its arbitrator as sole arbitrator and shall advise the other party accordingly. The award of a sole arbitrator shall be binding on both parties as if he had been appointed by agreement. Nothing herein shall prevent the parties agreeing in writing to vary these provisions to provide for the appointment of a sole arbitrator. In cases where neither the claim nor any counterclaim exceeds the sum of US\$50,000 (or such other sum as the parties may agree) the arbitration shall be conducted in accordance with the LMAA Small Claims Procedure current at the time when the arbitration proceedings are commenced.~~
~~*(b) This Charter Party shall be governed by and construed in accordance with Title 9 of the United States Code and the Maritime Law of the United States and any dispute arising out of or in connection with this Charter Party shall be referred to three persons at New York, one to be appointed by each of the parties hereto, and the third by the two so chosen; their decision or that of any two of them shall be final, and for the purposes of enforcing any award, judgement may be entered on an award by any court of competent jurisdiction. The proceedings shall be conducted in accordance with the rules of the Society of Maritime Arbitrators, Inc. In cases where neither the claim nor any counterclaim exceeds the sum of US\$50,000 (or such other sum as the parties may agree) the arbitration shall be conducted in accordance with the Shortened Arbitration Procedure of the Society of Maritime Arbitrators, Inc. current at the time when the arbitration proceedings are commenced.~~
~~*(c) This Charter Party shall be governed by and construed in accordance with the laws of the place mutually agreed by the parties and any dispute arising out of or in connection with this Charter Party shall be referred to arbitration at a mutually agreed place, subject to the procedures applicable there.~~
~~(d) Notwithstanding (a), (b) or (c) above, the parties may agree at any time to refer to mediation any difference and/or dispute arising out of or in connection with this Charter Party.~~
~~In the case of a dispute in respect of which arbitration has been commenced under (a), (b) or (c) above, the following shall apply:~~
~~(i) Either party may at any time and from time to time elect to refer the dispute or part of the dispute to mediation by service on the other party of a written notice (the "Mediation Notice") calling on the other party to agree to mediation.~~
~~(ii) The other party shall thereupon within 14 calendar days of receipt of the Mediation Notice confirm that they agree to mediation, in which case the parties shall thereafter agree a mediator within a further 14 calendar days, failing which on the application of either party a mediator will be appointed promptly by the Arbitration Tribunal ("the Tribunal") or such person as the Tribunal may designate for that purpose. The mediation shall be conducted in such place and in accordance with such~~

PART II

SUPPLYTIME 2005 Time Charter Party for Offshore Service Vessels

procedure and on such terms as the parties may agree or, in the event of disagreement, as may be set by the mediator.	1369	herein and attached hereto, is the entire agreement of the parties, which supersedes all previous written or oral understandings and which may not be modified except by a written amendment signed by both parties.	1426
(iii) If the other party does not agree to mediate, that fact may be brought to the attention of the Tribunal and may be taken into account by the Tribunal when allocating the costs of the arbitration as between the parties.	1370		1427
	1371		1428
(iv) The mediation shall not affect the right of either party to seek such relief or take such steps as it considers necessary to protect its interest.	1372		1429
	1373		
(v) Either party may advise the Tribunal that they have agreed to mediation. The arbitration procedure shall continue during the conduct of the mediation but the Tribunal may take the mediation timetable into account when setting the timetable for steps in the arbitration.	1374	39.BIMCO MLC 2006 Clause for SUPPLYTIME 2005	
	1375	For the purposes of this Clause:	
(vi) Unless otherwise agreed or specified in the mediation terms, each party shall bear its own costs incurred in the mediation and the parties shall share equally the mediator's costs and expenses.	1376		
	1377	"MLC" means the International Labour Organisation (ILO) Maritime Labour Convention (MLC 2006) and any amendment thereto or substitution thereof.	
(vii) The mediation process shall be without prejudice and confidential and no information or documents disclosed during it shall be revealed to the Tribunal except to the extent that they are disclosable under the law and procedure governing the arbitration.	1378		
	1379		
<i>(Note: The parties should be aware that the mediation process may not necessarily interrupt time limits.)</i>	1380	"Charterers' Personnel" shall mean any employees, directors, officers, servants, agents or invitees of each of the Charterers and their contractors, sub-contractors of any tier, co-venturers and customers (having a contractual relationship with the Charterers, always with respect to the job or project on which the Vessel is employed) and of each of their parent, affiliated, related and subsidiary companies, who are on board the Vessel;	
<i>If Box 34 in PART I is not appropriately filled in, sub-clause 34(a) of this Clause shall apply. Sub-clause (d) shall apply in all cases.</i>	1381		
<i>* Sub-clauses 34(a), 34(b) and 34(c) are alternatives; indicate alternative agreed in Box 34.</i>	1382		
	1383	(a) The Owners shall provide the Charterers with a copy of Part I of the Declaration of Maritime Labour Compliance for the Vessel and the Charterers shall be responsible for ensuring compliance with the following requirements of MLC as applicable to the Vessel and as they may apply to the Charterers' Personnel:	
	1384		
	1385	(i) Minimum age;	
	1386	(ii) Medical certificate;	
	1387	(iii) Training and qualifications;	
	1388	(iv) Recruitment and placement;	
	1389	(v) Employment agreements;	
	1390	(vi) Wages;	
	1391	(vii) Hours of work and rest;	
	1392	(viii) Entitlement to leave;	
	1393	(ix) Repatriation;	
	1394	(x) Compensation for the Vessel's loss or foundering;	
	1395	(xi) Liability for sickness, injury and death;	
	1396	(xii) Health and safety protection and accident prevention, to the extent that these are under the Charterers' control.	
	1397		
	1398	(b) Prior to any Charterers' Personnel boarding the Vessel and upon Owners' request at any time thereafter, the Charterers shall provide written evidence, to the reasonable satisfaction of the Owners, of the Charterers' compliance with their obligations under this Clause.	
	1399		
	1400	(c) Without prejudice to Clause 14© (Liabilities and Indemnities – Consequential Damages), the Charterers shall indemnify, protect, defend and hold harmless the Owners from any and all claims, costs, expenses, actions, proceedings, suits, demands, and liabilities whatsoever arising out of or in connection with the Charterers' failure to meet any of their obligations under this clause, and the Vessel shall remain on hire in respect of any time lost as a result thereof.	
	1401		
	1402		
35. Notices	1403		
(a) All notices given by either party or their agents to the other party or their agents in accordance with the provisions of this Charter Party shall be in writing.	1404		
(b) For the purposes of this Charter Party, "in writing" shall mean any method of legible communication. A notice may be given by any effective means including, but not limited to, cable, telex, fax, e-mail, registered or recorded mail, or by personal service.	1405		
	1406		
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36. Headings	1412		
The headings of this Charter Party are for identification only and shall not be deemed to be part hereof or be taken into consideration in the interpretation or construction of this Charter Party.	1413		
	1414		
	1415		
	1416		
37. Severance	1417		
If by reason of any enactment or judgement any provision of this Charter Party shall be deemed or held to be illegal, void or unenforceable in whole or in part, all other provisions of this Charter Party shall be unaffected thereby and shall remain in full force and effect.	1418		
	1419		
	1420		
	1421		
	1422		
	1423		
38. Entire Agreement	1424		
This Charter Party, including all Annexes referenced	1425		