

SHELL INTERNATIONAL PETROLEUM CO. LTD.
Shell Centre, London, SE1 7NA

"SHELLVOY 4"

Issued 1980

Voyage Charter Party
LONDON, 19

PREAMBLE

IT IS THIS DAY AGREED between 1
of (hereinafter referred to as "Owners") being owners/disponent owners of the 2
motor/steam tank vessel called 3
(hereinafter referred to as "the vessel") 4
and of 5
(hereinafter referred to as "Charterers") 6
that the service for which provision is herein made shall be subject to the terms and conditions of this charter 8
which includes Part I and Part II. In the event of any conflict between the provisions of Part I and Part II hereof, 9
the provisions of Part I shall prevail. 10

PART I

(A) Description of Vessel	Owners guarantee that the vessel:-	12
	(i) Is classed	13
	(ii) Has a deadweight of _____ tons (2240 lbs) on a loaded draft on assigned summer freeboard in salt water of _____ m/ft.	14
	(iii) Has a capacity available for the cargo of _____ tons (2240 lbs) 5% more or less at Owners' option.	15
	(iv) Is fully fitted with heating coils in all cargo tanks capable of maintaining cargo at a temperature of up to _____ degrees Celsius.	16
	(v) Has tanks coated as follows	17
	(vi) Is equipped with derricks capable of lifting to and supporting at the vessel's port and starboard manifolds submarine hoses of up to _____ tons (2240 lbs) in weight.	18
	(vii) Has cargo pumps capable of discharging a full cargo within _____ hours or maintaining a back pressure of _____ at the vessel's manifold.	19
	(viii) Has or will have carried the following three cargoes prior to loading under this charter:-	20
	Last	21
	2.	22
	3.	23
	(ix) Has, and throughout the charter service shall have, on board all papers and certificates required by any applicable law to enable the vessel to perform the charter service without any delay.	24
(B) Position/Readiness	Now	25
	Expected ready to load	26
(C) Laydays	Commencing Noon	27
	Local Time	28
	Termination Noon	29
	Local Time	30
(D) Loading		31
Port(s)/Place(s)/Range	one or more ports and/or places at Charterers' option.	32
(E) Discharging		33
Port(s)/Place(s)/Range	one or more ports and/or places at Charterers' option.	34

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PART I

PAGE 2

(F) Cargo Description			44
		Charterers' option.	45
(G) Freight rate	per ton (2240 lbs/metric) at	% of the rate for the voyage as provided for in the Worldwide Tanker Nominal Freight Scale (hereinafter referred to as "Worldscale") current at the date of commencement of loading.	46
(H) Freight payable to			48
			49
(I) Laytime		Running Hours.	50
(J) Demurrage per Day			51
			52
(K) Deviation Rate			53
			54
(L) ETAs	All radio messages sent by the master to Charterers shall be addressed to		55
(M) Special Provisions			56
			57

Signatures IN WITNESS WHEREOF, the parties have caused this charter consisting of the Preamble, Parts I and II to be executed as of the day and year first above written.

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By

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By

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PART II

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Condition of Vessel	1. Owners shall exercise due diligence to ensure that from the time when the obligation to proceed to the loading places attaches and throughout the charter service -	63
	(a) the vessel and her hull, machinery, boilers, tanks, equipment and facilities are in good order and condition and in every way equipped and fit for the service required;	64
	(b) the vessel has a full and efficient complement of master, officers and crew;	65
	and to ensure that before and at the commencement of any cargo carrying voyage the vessel is in all respects fit to carry the cargo specified in Part I(F).	66
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Cleanliness of tanks	2. Whilst loading, carrying and discharging cargo the master shall at all times keep the tanks, lines and pumps of the vessel clean for the cargo specified in Part I(F). At any place where any cargo is to be loaded it shall be for the master alone to decide whether the vessel's tanks pumps and lines are suitably clean. However, the decision of the master shall be without prejudice to the right of Charterers, should any contamination or damage subsequently be found, to contend that the same was caused by inadequate cleaning and/or some breach of this or any other clause of this charter.	70
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Voyage	3. Subject to the provisions of this charter, the vessel, with utmost despatch, shall proceed to such places as Charterers may nominate in accordance with Part I(D) or so near thereunto as she may safely get and there load always afloat a full cargo, but not in excess of the maximum quantity consistent with the International Load Line Convention for the time being in force and, being so loaded, proceed as ordered on signing Bills of Lading to such places as Charterers may nominate in accordance with Part I(E) or so near thereunto as she may safely get and discharge the cargo there always afloat.	76
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"Place"	In this charter, "place" includes any berth, dock, anchorage, submarine line, alongside any vessel or lighter or any other place whatsoever to which Charterers are entitled to order the vessel hereunder.	82
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Safe Berth	4. Charterers shall exercise due diligence to order the vessel only to places which are safe for the vessel. Notwithstanding anything contained in this charter, Charterers do not warrant the safety of any place and Charterers shall not be liable for loss or damage arising from any such unsafety if they can prove that due diligence was exercised in the giving of the order.	84
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Freight	5. Freight shall be earned concurrently with delivery of cargo at the discharge place or places and shall be paid by Charterers to Owners, without any deductions, in United States Dollars at the rate specified in Part I(G) on, subject to Clauses 9 and 36, the gross Bill of Lading quantity as furnished by the shipper, upon receipt by Charterers of notice of completion of final discharge of cargo, provided that no freight shall be payable on any quantity in excess of the maximum quantity consistent with the International Load Line Convention for the time being in force.	88
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	If the vessel is ordered to proceed on a voyage for which a fixed differential is provided in <i>Worldscale</i> current at the date of commencement of loading, such fixed differential shall be payable without applying the percentage referred to in Part I(G).	94
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	If cargo is carried between places and/or by a route for which no freight rate is expressly quoted in <i>Worldscale</i> , then the parties shall, in the absence of agreement as to the appropriate freight rate, apply to The International Tanker Nominal Freight Scale Association Ltd., London, or The Association of Shipowners & Agents (<i>Worldscale</i>) Inc., New York, for the determination of an appropriate <i>Worldscale</i> freight rate.	97
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Dues and other charges	6. Dues and other charges upon the vessel, including those assessed by reference to the quantity of cargo loaded or discharged, shall be paid by Owners, and dues and other charges upon the cargo shall be paid by Charterers. However, irrespective of the foregoing, where under a provision of <i>Worldscale</i> a due or charge is expressly for the account of Owners or Charterers then such due or charge shall be payable in accordance with such provision.	101
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	Any taxes on freight at loading or discharging places, but not an income tax even if described as a freight tax, shall be for Charterers' account.	106
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Loading and discharging cargo	7. The cargo shall be loaded into the vessel at the expense of Charterers and, up to the vessel's permanent hose connections, at Charterers' risk. The cargo shall be discharged from the vessel at the expense of Owners and, up to the vessel's permanent hose connections, at Owners' risk. Owners shall, unless otherwise notified by Charterers or their agent, supply at Owners' expense all hands, equipment and facilities required on board for mooring and unmooring and connecting and disconnecting hoses for loading and discharging.	108
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Cargo Maximum	8. In no event shall Charterers be required to furnish cargo in excess of the quantity stated in Part I(A) (iii) as the vessel's capacity for cargo.	113
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Deadfreight	9. Charterers need not supply a full cargo but in that case freight shall nevertheless be paid as if the vessel had been loaded with a full cargo.	115
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	The term "full cargo" as used in this Clause and throughout this charter means a cargo which fills the vessel to either its applicable deadweight or its volume capacity, whichever the less, while leaving sufficient space in the tanks for the expansion of cargo.	117
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Shifting	10. Charterers shall have the right of requiring the vessel to shift at ports of loading or discharging from a loading or discharging place within port limits and back to the same or to another such place once or more often on payment of all additional expenses incurred. For the purpose of freight payment the places grouped in Port and Terminal Combinations in Worldscale current at the date of commencement of loading are to be considered as places within a single port, Charterers paying shifting expenses in accordance with the foregoing. Time spent shifting shall count against laytime or if the vessel is on demurrage for demurrage.	120 121 122 123 124 125
Laydays/ termination	11. (1) (a) Laydays shall not commence before noon local time on the commencing date specified in Part I(C) and should the vessel not be ready to load by noon local time on the termination date specified in Part I(C), Charterers shall, subject to Clause 11 (1) (b), have the option of terminating this charter unless the vessel has been delayed due to Charterers' change of orders pursuant to Clause 22, in which case the termination date shall be extended by any time so lost.	126 127 128 129 130
	(b) If it appears to Owners that the vessel will clearly, despite the exercise of due diligence, be unable to meet the termination date, Owners may, as soon as they are able to state with reasonable certainty a new date when the vessel will be ready to load, give notice to Charterers declaring such new readiness date and asking Charterers to elect whether or not to terminate the charter. The option must then be declared within 7 days thereafter or within two days after the termination date whichever the earlier. If Charterers do not terminate the charter within such time limit, the seventh day after the new readiness date stated shall be the new termination date unless otherwise agreed.	131 132 133 134 135 136 137
Demurrage on account/ Owners' option to terminate	(2) If, after receipt of notice of readiness by Charterers or their agents, 20 days have elapsed during which Owners and the vessel have been ready and willing to load the cargo under this charter and loading has not commenced, Owners may require payment on account of demurrage, to be paid by Charterers within 4 days of receipt of Owners' debit note. Owners may similarly require and Charterers shall similarly make such payment on account for each further period of five days delay in commencement of loading. Such payment or payments on account of demurrage shall be calculated in accordance with all the other provisions of this charter (except that, if the demurrage rate specified in Part I(J) is expressed as a percentage of Worldscale, such percentage shall, for the purposes of such payments on account, be applied to the demurrage rate applicable to vessels of a similar size to the vessel as provided for in Worldscale current at the date of receipt of the notice of readiness). If, following Owners' demand for a payment on account in accordance with the above, Charterers fail to pay Owners in accordance with this Clause then Owners shall have the option of terminating this charter, such option to be exercised by giving notice in writing to Charterers or their agents.	138 139 140 141 142 143 144 145 146 147 148 149
	(3) The provisions of Clauses 11 (1) and (2) and the exercise, or non-exercise, by Charterers or Owners of their respective options to terminate shall not prejudice any claims which Charterers or Owners may have against each other.	150 151 152
Laytime	12. The permitted laytime for loading, discharging and all other Charterers' purposes whatsoever shall be the number of running hours specified in Part I(I). Charterers shall have the right to load and discharge at all times, including at night, provided that they shall pay for all extra expenses incurred ashore.	153 154 155
Commencement of laytime/ Notice of readiness	13. (1) (a) Subject to the provisions of clauses 13 (1) (b), 14 and 20 (2), laytime at each loading and discharging place shall commence when the vessel is in all respects ready to load or discharge and written notice thereof has been received from the master or Owners' agents by Charterers or their agents and the vessel is securely moored at the loading or discharging place. Whether or not the nominated loading or discharging place is available and accessible, if the vessel is nevertheless ordered by Charterers to wait before proceeding thereto, laytime shall commence, or demurrage time shall run if the vessel is on demurrage, when written notice of readiness has been received and the vessel is lying at the place where Charterers have ordered her to wait or, in the absence of any such specific order, at a usual waiting place.	156 157 158 159 160 161 162 163
	(b) If Charterers start loading the vessel prior to the commencement of laydays as specified in Part I(C), laytime shall run from commencement of loading.	164 165
Termination of laytime	(2) Laytime shall continue to run and demurrage, if incurred, shall continue to be payable until cargo hoses have been disconnected or if the charter is terminated pursuant to Clause 11 (2) until such termination, except that if the vessel is delayed after disconnection of cargo hoses for Charterers' purposes in excess of one hour, laytime shall continue to run and demurrage, if incurred, shall continue to be payable from disconnection of cargo hoses until the termination of such delay.	166 167 168 169 170
Suspension of laytime	14. Time shall not count against laytime, or, if the vessel is on demurrage, for demurrage, when spent or lost:	171 172
	(a) on an inward passage moving from her waiting place, even if lightening has occurred there, to the loading or discharging place nominated by Charterers; or	173 174
	(b) in handling ballast; or	175
	(c) as a result of	176
	(i) breach of this charter by Owners; or	177
	(ii) any cause attributable to the vessel, including breakdown or inefficiency of the vessel; or	178
	(iii) strike, lock-out, stoppage or restraint of labour of master, officers or crew of the vessel or tug boats or pilot.	179 180
Demurrage	15. Charterers shall pay demurrage at the rate specified in Part I(J).	181
	If the demurrage rate specified in Part I(J) is expressed as a percentage of Worldscale such percentage shall be applied to the demurrage rate applicable to vessels of a similar size to the vessel as provided for in Worldscale current at the date of commencement of loading, or if there has been no such commencement, at the date of receipt of the notice of readiness.	182 183 184 185

Deviation	22. If, after loading or discharging ports or places have been nominated, Charterers wish to vary such nominations or their rotation, Charterers may give revised orders within the options given to them by this charter. Charterers warrant that they will have the authority of the holders of the bills of lading to give such revised orders and that such bills of lading will not be transferred to any person who does not concur therein. Further, Charterers agree to reimburse Owners at the deviation rate provided in Part I(K) per running day and pro rata for part thereof in respect of any deviation expenses and/or delay which may be incurred in consequence thereof and to pay at replacement price for any extra bunkers consumed. Charterers shall not be liable for any other loss or expense which is caused by such variation unless promptly on receipt of the revised orders Owners notify Charterers of the expectation of such loss or expense whereupon, unless Charterers promptly revoke such orders, Charterers shall be liable to reimburse Owners for any such proved loss or expense.	247 248 249 250 251 252 253 254 255 256
Heating of cargo	23. Owners undertake to maintain the cargo temperature, if required, on passage to, and whilst at, discharging port(s) or place(s) at the temperature at which the cargo was loaded but not exceeding that stated in Part I(A) (iv). Charterers may request that the temperature of the cargo be raised above, or lowered below, that at which it was loaded in which event Owners shall use their best endeavours to comply with such request and Charterers shall pay at replacement price for any additional bunkers consumed and any consequential delay to the vessel shall count against laytime, or, if the vessel is on demurrage, for demurrage.	257 258 259 260 261 262
ETA	24. Owners undertake that: (a) the master shall advise Charterers by radio immediately on leaving the final place of call on the previous voyage or within 48 hours of the date of this charter, whichever is the later, the time and date of the vessel's expected arrival at the first loading port or place, or, if the loading range is the Arabian Gulf then the time of arrival off Quoin Island; (b) the master shall confirm or amend such advice not later than 72 hours and again not later than 24 hours before the vessel is due at the first loading port or place or, in the case of the Arabian Gulf, off Quoin Island; (c) the master shall also radio to Charterers immediately after departure from the final loading place, the vessel's expected time of arrival at the first discharging port or place or the point to which the vessel has been instructed to proceed for wireless orders, and shall again radio Charterers with such information not later than 72 hours and again not later than 24 hours before the vessel is due at the first discharging port or place; (d) any variation of more than six hours from expected times of arrival at loading or discharging ports or places shall be radioed by the master to Charterers immediately; (e) all radio messages sent by the master shall be addressed in accordance with Part I(L).	262 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278
	Owners shall be responsible for any consequences or additional expenses arising as a result of non-compliance with this clause.	279 280
Packed cargo	25. Charterers have the option of shipping products and/or general cargo in available dry cargo space, the quantity being subject to the master's discretion. Freight shall be payable at the bulk rate in accordance with Clause 5 and Charterers shall pay in addition all expenses incurred solely as a result of the packed cargo being carried. Delay occasioned to the vessel by the exercise of such option shall count against laytime or if the vessel is on demurrage, for demurrage.	281 282 283 284 285
Subletting/Assignment	26. Charterers shall have the option of subchartering the vessel and/or of assigning this charter to any person or persons, but Charterers shall always remain responsible for the due fulfilment of all the terms and conditions of this charter.	286 287 288
Liberty	27. The vessel shall be at liberty to tow or be towed, to assist vessels in all positions of distress, to call at any port or ports, place or places for oil fuel supplies, to sail without pilots and to deviate for the purpose of saving life or property, or for the purpose of embarking or disembarking persons, spares or supplies by helicopter or for any other reasonable purpose.	289 290 291 292
Exceptions	28. (1) Subclause 28 (2) shall not apply to or affect any liability of Owners under Part I(A) of this charter nor shall it apply to or affect any liability of Owners or the vessel or any other relevant person in respect of loss or damage caused to any berth, jetty, dock, dolphin, buoy, mooring line, pipe or crane, or other works or equipment whatsoever at or near any loading or discharging place whether or not such works or equipment belong to the Charterers. (2) The provisions of Articles III (other than Rules 4 and 8) IV, IV bis and VIII of the Rules adopted at Brussels on 24th August 1924 as amended by the Protocol signed at Brussels on 23rd February 1968 (the "Hague-Visby Rules") are incorporated into this charter and shall be deemed to be inserted in extenso herein, and shall be applicable from the time that the vessel is first under an obligation to proceed to a loading place until the final delivery of cargo. For the purposes of this clause the ballast voyage (if any) and the voyage or voyages from each loading place shall each be deemed to be separate voyages to which the obligations under the said Article III Rule 1 apply. Notwithstanding Clauses 1 and 3 hereof the Owners shall not be liable for any act, neglect or default nor for any breach of charter, if the same has arisen from causes for which Owners would not be liable under the provisions of the said Article IV Rules 1 and/or 2. (3) Nothing in this charter shall be construed as in any way restricting, excluding or waiving the right of Owners or of any other relevant persons to limit their liability under any available legislation or law. (4) Charterers shall not, save to the extent otherwise in this charter expressly provided, be responsible for any loss or damage or delay or failure in performance hereunder arising or resulting from act of God, act of war, seizure under legal process, quarantine restrictions, strikes, boycotts, lock-outs, riots, civil commotions or arrest or restraint of princes, rulers or peoples.	293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312

Bills of Lading	29. (1) Subject to the provisions of this Clause Charterers may require the master to sign lawful bills of lading for any cargo in such form as Charterers direct.	313 314
	(2) The signing of bills of lading shall be without prejudice to this charter and Charterers hereby indemnify Owners against all liabilities that may arise from signing bills of lading to the extent that the same impose liabilities upon Owners in excess of or beyond those imposed by this charter.	315 316 317
	(3) Owners agree that payment of freight, deadfreight, demurrage, deviation payments, damages and any other sums due from Charterers to Owners (other than General Average) shall be covered solely by the terms of this charter and that, subject to any rights of lien under Clause 38, neither they nor the master will seek to recover such sums under the terms of the bills of lading. Owners shall be liable to contribute to General Average in respect of any freight under this charter which is at their risk.	318 319 320 321 322
	(4) All bills of lading presented to the master for signature shall contain a Clause Paramount and Clauses covering Ice, War Risks, Both to Blame, Collisions and General Average/New Jason substantially similar to the terms of Clauses 16, 17, 30, 31, 32 and 33. The discharge ports and/or places provided for in the bills of lading shall be in accordance with this charter and the orders given hereunder by Charterers.	323 324 325 326
	(5) Article III Rules 3 and 5 of the Hague-Visby Rules shall apply to the particulars included in the bills of lading as if the Charterers were the shippers, and the guarantee and indemnity shall further apply to the description of the cargo furnished by Charterers.	327 328 329
War risks	30. (1) The master shall not be required or bound to sign bills of lading for any blockaded place or for any place which the master or Owners in his or their discretion consider dangerous or impossible to enter or reach.	330 331
	(2) (a) If any loading or discharging place to which the vessel may properly be ordered under the provisions of this charter or bills of lading issued pursuant to this charter be blockaded, or	332 333
	(b) If owing to any war, hostilities, warlike operation, civil commotions, revolutions, or the operation of international law (i) entry to any such loading or discharging place or the loading or discharging of cargo at any such place be considered by the master or Owners in his or their discretion dangerous or prohibited or (ii) it be considered by the master or Owners in his or their discretion dangerous or impossible or prohibited for the vessel to reach any such loading or discharging place,	334 335 336 337 338
	Charterers shall have the right to order the cargo or such part of it as may be affected to be loaded or discharged at any other loading or discharging place within the range specified in Part I (D) or (E) respectively (provided such other place is not blockaded or that entry thereto or loading or discharging of cargo thereat or reaching the same is not in the master's or Owners' discretion dangerous or prohibited). If in respect of a discharging place no orders be received from Charterers within 48 hours after they or their agents have received from Owners a request for the nomination of a substitute place, Owners shall then be at liberty to discharge the cargo at any place which they or the master may in their or his discretion decide on (whether within the range specified in Part I(E) or not) and such discharging shall be deemed to be due fulfilment of the contract or contracts of affreightment so far as cargo so discharged is concerned. In the event of the cargo being loaded or discharged at any such other place within the range specified in Part I(D) or (E) respectively, this charter shall be read in respect of freight and all other conditions whatsoever as if the voyage performed were that originally nominated. However, if the vessel discharges the cargo at a place outside the range specified in Part I(E), freight shall be paid as for the voyage originally nominated and all extra expenses involved in reaching the actual discharging place and discharging the cargo thereat shall be paid by Charterers. In this latter event Owners shall have a lien on the cargo for all such extra expenses.	339 340 341 342 343 344 345 346 347 348 349 350 351 352 353
	(3) The vessel shall have liberty to comply with any directions or recommendations as to departure, arrival, routes, ports or places of call, stoppages, destinations, zones, waters, delivery or in any other wise whatsoever given by the government of the nation under whose flag the vessel sails or any other government or local authority including any de facto government or local authority or by any person or body acting or purporting to act as or with the authority of any such government or authority or by any committee or person having under the terms of the war risks insurance on the vessel the right to give any such directions or recommendations. If by reason of or in compliance with any such directions or recommendations, anything is done or is not done such shall not be deemed a deviation.	354 355 356 357 358 359 360 361
	If by reason of or in compliance with any such directions or recommendations the vessel does not proceed to the discharging place or places originally nominated or to which she may have been properly ordered under the provisions of this charter or bills of lading issued pursuant to this charter, the vessel may proceed to any discharging place which the master or Owners in his or their discretion may decide on and there discharge the cargo. Such discharging shall be deemed to be due fulfilment of the contract or contracts of affreightment and Owners shall be entitled to freight as if discharging had been effected at the place or places originally nominated or to which the vessel may have been properly ordered under the provisions of this charter or bills of lading issued pursuant to this charter. All extra expenses involved in reaching and discharging the cargo at any such other discharging place shall be paid by Charterers and Owners shall have a lien on the cargo for freight and all such extra expenses.	362 363 364 365 366 367 368 369 370 371

Both to
blame clause

31. If the liability for any collision in which the vessel is involved while performing this charter falls to be determined in accordance with the laws of the United States of America, the following clause, which shall be included or be deemed to be included in all bills of lading issued under this charter, shall apply:- 372
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If the vessel comes into collision with another vessel as a result of the negligence of the other vessel and any act, neglect or default of the master, mariner, pilot or the servants of the Carrier in the navigation or in the management of the vessel, the owners of the cargo carried hereunder will indemnify the Carrier against all loss or liability to the other or non-carrying vessel or her owners in so far as such loss or liability represents loss of, or damage to, or any claim whatsoever of the owners of the said cargo, paid or payable by the other or non-carrying vessel or her owners to the owners of the said cargo and set off, recouped or recovered by the other or non-carrying vessel or her owners as part of their claim against the carrying vessel or Carrier. 375
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The foregoing provisions shall also apply where the owners, operators or those in charge of any vessel or vessels or objects other than, or in addition to, the colliding vessels or objects are at fault in respect of a collision or contract. 382
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General
Average:
New Jason
Clause

32. General Average shall be payable according to the York/Antwerp Rules, 1974, and shall be adjusted in London, but should the adjustment be made in accordance with the law and practice of the United States of America, the following clause, which shall be included or be deemed to be included in all bills of lading issued pursuant to this charter, shall apply:- 385
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In the event of accident, danger, damage or disaster before or after the commencement of the voyage, resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequence of which, the Carrier is not responsible, by statute, contract or otherwise, the cargo, shippers, consignees or owners of the cargo shall contribute with the Carrier in general average to the payment of any sacrifices, losses or expenses of a general average nature that may be made or incurred and shall pay salvage and special charges incurred in respect of the cargo. 389
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If a salving vessel is owned or operated by the Carrier, salvage shall be paid for as fully as if the said salving vessel or vessels belonged to strangers. Such deposit as the Carrier or its agents may deem sufficient to cover the estimated contribution of the cargo and any salvage and special charges thereon shall, if required, be made by the cargo, shippers, consignees or owners of the cargo to the Carrier before delivery. 395
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Paramount
Clause

33. All bills of lading issued pursuant to this charter shall contain the following Paramount Clause:- 399

"CLAUSE PARAMOUNT 400
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(1) Subject to sub-clause (2) hereof, this bill of lading shall be governed by, and have effect subject to, the rules contained in the International Convention for the Unification of Certain Rules relating to Bills of Lading signed at Brussels on 25th August 1924 (hereafter the "Hague Rules") as amended by the Protocol signed at Brussels on 23rd February 1968 (hereafter the "Hague-Visby Rules"). Nothing contained herein shall be deemed to be either a surrender by the carrier of any of his rights or immunities or an increase of any of his responsibilities or liabilities under the Hague-Visby Rules. 402
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(2) If there is governing legislation which applies the Hague Rules compulsorily to this bill of lading, to the exclusion of the Hague-Visby Rules, then this bill of lading shall have effect subject to the Hague Rules. Nothing herein contained shall be deemed to be either a surrender by the carrier of any of his rights of immunities or an increase of any of his responsibilities or liabilities under the Hague Rules. 408
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(3) If any term of this bill of lading is repugnant to the Hague-Visby Rules, or Hague Rules if applicable, such term shall be void to that extent but no further. 412
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(4) Nothing in this bill of lading shall be construed as in any way restricting, excluding or waiving the right of any relevant party, or person, to limit his liability under any available legislation and/or law." 414
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Back
Loading

34. Charterers may load the vessel with a part cargo at any nominated discharging place, provided that the master in his absolute discretion determines that such part cargo is of the description specified in Part I(F) and is compatible with any other cargo remaining on board. Owners shall discharge such part cargo at ports or places nominated by Charterers within the range specified in Part I(E) and within the rotation of the discharging places already nominated. 416
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Charterers shall pay a lump sum freight in respect of such part cargo calculated at the demurrage rate specified in Part I(J) on the additional time used by the vessel as a result of loading and discharging such part cargo. 421
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Any additional expenses, including port charges, incurred as a result of loading and discharging such part cargo shall be for Charterers' account. 424
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Bunkers

35. Owners shall give Charterers or any other company in the Royal Dutch/Shell Group of Companies equal opportunity with other suppliers to quote for the supply of bunker requirements for the performance of this charter. 426
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Oil pollution prevention - Disposal of tank washings

- 36. Owners shall ensure that the master shall - 429
 - (a) not discharge any persistent oil residues into the sea; 430
 - (b) collect line drainings and any tank washings in a suitable tank or tanks and, after maximum separation of free water, discharge the bulk of such water overboard; 431
 - (c) thereafter notify Charterers through Owners by radio of the amounts of oil and free water in the collected tank washings. 432

On being so notified, Charterers shall, before the vessel's arrival at the loading place (or, if already arrived, as soon as possible thereafter) give instructions, in accordance with Charterers' rights under this Clause, as to how such collected tank washings shall be dealt with and Owners shall ensure that the master, on the vessel's arrival at the loading place, (or, if already arrived, as soon as possible thereafter) shall arrange in conjunction with the cargo suppliers for the measurement of the quantity of such collected tank washings and shall record the same in the vessel's log book. 433-439

Charterers may require such collected tank washings to be discharged ashore, in which case the time spent discharging such washings shall count against laytime or if the vessel is on demurrage, for demurrage. If Charterers require such collected tank washings to be discharged ashore at a loading place, no freight shall be payable on them. 440-444

Charterers may require that the cargo be loaded on top of such collected tank washings or that they be kept separate from the cargo to be loaded; in either case, freight in accordance with Clause 5 shall be payable on the quantity of such collected tank washings as if such quantity were included in a Bill of Lading and the figure therefor furnished by the shipper, provided that Owners shall ensure that the master shall reduce the free water in such collected tank washings to a minimum consistent with the full retention on board of the oil residues in them. Whenever Charterers have required such collected tank washings to be kept separate, they shall in addition pay for any deadfreight so incurred in accordance with Clause 9 and shall, if practicable, accept discharge of them at the discharging place or places. 445-452

TOVALOP

37. Owners warrant that the vessel is a tanker owned by a Participating Owner in TOVALOP and will so remain during the currency of this Charter. 453-454

When an escape or discharge of Oil occurs from the vessel and causes or threatens to cause Pollution Damage, or when there is the Threat of an escape or discharge of Oil (i.e. a grave and imminent danger of the escape or discharge of Oil which, if it occurred, would create a serious danger of Pollution Damage, whether or not an escape or discharge in fact subsequently occurs), then Charterers may, at their option upon notice to Owners or Master, undertake such measures as are reasonably necessary to prevent or minimise such Pollution Damage or to remove the Threat, unless Owners promptly undertake the same. Charterers shall keep Owners advised of the nature and result of any such measures taken by them and, if time permits, the nature of the measures intended to be taken by them. Any of the aforementioned measures taken by Charterers shall be deemed taken on Owners' authority and as Owners' agent, and shall be at Owners' expense except to the extent that: 455-464

- (1) any such escape or discharge or Threat was caused or contributed to by Charterers, or 465
- (2) by reason of the exceptions set out in Article III, paragraph 2, of the 1969 International Convention on Civil Liability for Oil Pollution Damage, Owners are or, had the said Convention applied to such escape or discharge or to the Threat, would have been, exempt from liability for the same, or 466-469
- (3) the cost of such measures together with all other liabilities, costs and expenses of Owners arising out of or in connection with such escape or discharge or Threat exceeds one hundred and sixty United States Dollars (U.S. \$160.00) per ton of the vessel's tonnage or sixteen million eight hundred thousand United States Dollars (U.S. \$16,800,000), whichever is the lesser, save and insofar as Owners shall be entitled to recover such excess under either the 1971 International Convention on the Establishment of an International Fund for Compensation for Oil Pollution Damage or under CRISTAL; 470-476

PROVIDED ALWAYS that if Owners in their absolute discretion consider said measures should be discontinued. Owners shall so notify Charterers and thereafter Charterers shall have no right to continue said measures under the provisions of this Clause and all further liability to Charterers under this Clause shall thereupon cease. 477-480

The above provisions are not in derogation of such other rights as Charterers or Owners may have under this Charter or may otherwise have or acquire by law or any International Convention or TOVALOP. 481-482

The term "TOVALOP" means the Tanker Owners Voluntary Agreement Concerning Liability for Oil Pollution dated 7th January 1969, as amended from time to time, and the term "CRISTAL" means the Contract Regarding an Interim Supplement to Tanker Liability for Oil Pollution dated 14th January 1971, as amended from time to time. The terms "Participating Owner", "Oil", "Pollution Damage", and "Tonnage" shall for the purposes of this Clause have the meanings ascribed to them in TOVALOP. 483-487

Lien	38. Owners shall have an absolute lien upon the cargo and all subfreights for all demurrage, shifting expenses and cargo dues, deviation payments and general average payable under the terms of this charter and the cost of recovery thereof including any expenses whatsoever arising from the exercise of the lien.	488 489 490
	39. (a) This charter shall be construed and the relations between the parties determined in accordance with the laws of England.	491 492
	(b) Any dispute arising under this charter shall be decided by the English Courts to whose jurisdiction the parties hereby agree.	493 494
Law and litigation	Notwithstanding the foregoing, but without prejudice to any party's right to arrest or maintain the arrest of any maritime property, either party may, by giving written notice of election to the other party, elect to have any such dispute referred to the arbitration of a single arbitrator in London in accordance with the provisions of the Arbitration Act 1950, or any statutory modification or re-enactment thereof for the time being in force.	495 496 497 498
	A party shall lose its right to make such an election only if -	499
	(A) it receives from the other party a written notice of dispute which -	500
	(i) states expressly that a dispute has arisen out of this charter;	501
	(ii) specifies the nature of the dispute; and	502
	(iii) refers expressly to this Clause 39 (b);	503
	and	504
	(B) it fails to give notice of election to have the dispute referred to arbitration not later than 30 days from the date of receipt of the notice of dispute.	505 506
	The parties hereby agree that either party may -	507
	(a) appeal to the High Court on any question of law arising out of an award;	508
	(b) apply to the High Court for an order that the arbitrator state the reasons for his award;	509
	(c) give notice to the arbitrator that a reasoned award is required; and	510
(d) apply to the High Court to determine any question of law arising in the course of the reference.	511	
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.	512 513 514 515	
Construction	40. The side headings have been included in this charter for convenience of reference only and shall in no way affect the construction hereof.	516 517