



BIMCO
SPECIAL PROJECTS CHARTER PARTY
CODE NAME: PROJECTCON

1. Place and date of Contract		
2. Owners/place of business (Cl. 1)	3. Charterers/place of business (Cl. 1)	
4. Vessels (name, type and other particulars) (Cl. 1) Tug: Barge:		
5. Cargo (full description of cargo and state maximum weight of cargo and maximum expected draft of laden barge) (Cl. 1 & 11(e))		
6. Loading port(s)/place(s) (Cl. 1)	7. Discharging port(s)/place(s) and intended route from loading port(s)/place(s) to discharging port(s)/place(s) (Cl. 1, 3(b) & 13(a))	
8. Loading method(s) (Cl. 5(c))	9. Discharging method(s) (Cl. 5(e))	
10. Initial Delivery Period (Cl. 9(a))	11. Delivery Period Notification Schedule (Cl. 9(b) and (c)) Number of days' notice: Delivery Window:	
12. Daily compensation for late delivery (Cl. 9(c))		
13. Barge Engineer (State amount) (Cl. 4(a)) Daily rate: Overtime rate (per hour):		
14. Cancelling (State number of days after delivery date) (Cl. 9(c), 9(d), 9(e), 9(f) & 9 (h))	15. Notices for delivery to be given to (Cl. 10(a))	
16. Marine Warranty Surveyor(s) and date for approval of Vessels (Cl. 11(a) & 11(b))		
17. Freight and Payment Schedule (Cl. 12 & Cl. 14(b))	18. Payment of Freight, Delay Payments, etc. (currency and where payable; also state Owners' bank account) (Cl. 12 & Cl. 13(d))	
19. Free time at loading/discharging port(s)/places(s) and canal transit (if applicable) (Cl. 13(a) & 14(a))	20. Delay rate per day (Cl. 3(b), 3(c), 6(b), 8, 13(b), 14(a), 14(c), 17 & 20(b)) In Port:	
	At Sea:	
21. Canal transit costs (if any) limited to (Cl. 14(b))	22. Price per metric ton of bunker oil and quantity (Cl. 15)	

23. Termination Fee(s) (state amount(s) with schedule, if agreed) (Cl. 20(a) & 20(b))	24. Taxes (Cl. 7)
	25. General average shall be adjusted/settled at (Cl. 26)
26. Interest rate (%) per annum to run from (state number of days) after any sum is due (Cl. 28)	27. Brokerage and to whom payable (Cl. 30)
28. Dispute Resolution (state 31(a), 31(b) or 31(c) of Cl. 31, as agreed; if 31(c) agreed state place of arbitration) (Cl. 31)	29. Additional clauses, if agreed

It is mutually agreed that this Contract shall be performed subject to the conditions contained in the Contract consisting of PART I including additional clauses, if any agreed and stated in Box 29, and PART II. In the event of a conflict of conditions, the provisions of PART I and any additional clauses shall prevail over those of PART II to the extent of such conflict but no further.

Signature (Owners)	Signature (Charterers)
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sample contract – not for use

PART II
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1. Definitions	1	always using a fully qualified barge engineer provided	66
In this Charter Party the following words and expressions shall have the meanings hereby assigned to them:	2	by the Owners. If the services of a barge engineer are	67
“Owners” shall mean the party identified in Box 2.	3	required, the Charterers shall give the Owners 72 hours	68
“Charterers” shall mean the party identified in Box 3.	4	notice in writing plus allowance for travelling time for each	69
“Vessels” shall mean the tug and barge as described in Box 4.	5	occasion the barge engineer is required. The Charterers	70
“Cargo” shall mean any goods or equipment or other items described in Box 5.	6	agree to pay an amount per day as stated in Box 13 per	71
“Loading Port” shall mean the port(s) or place(s) specified in Box 6.	7	barge engineer for a 10 hour working day including but	72
“Discharging Port” shall mean the port(s) or place(s) specified in Box 7.	8	not limited to travelling time and/or time for standby	73
“Transportation” shall mean the carriage of the cargo, including the towage of laden barges and, as the case may be, the loading, discharge and all other operations connected therewith.	9	associated therewith. For any hour in excess of 10 hours	74
	10	per day the Charterers shall pay the amount per hour of	75
	11	the overtime rate per barge engineer stated in Box 13. In	76
	12	addition the Charterers shall pay all travel expenses,	77
	13	accommodation expenses and meals for each barge	78
	14	engineer, all according to the Owners’ invoice, at cost	79
	15	plus 10% and reimburse the Owners’ for any advance	80
	16	payments they have made in this respect. Payment shall	81
	17	be made on receipt of the Owners’ invoice.	82
		(b) The barge engineer shall be deemed to be a	83
		servant of the Charterers and the Charterers shall	84
		indemnify and hold the Owners harmless from and	85
		against all consequences and/or liabilities arising from	86
		the ballast operations.	87
		(c) For float on/float off operations where the barge is	88
		to be submerged, all ballasting operations will be carried	89
		out by the Owners’ personnel and the costs shall be	90
		included in the lumpsum price stated in Box 17 or delay	91
		rate stated in Box 20.	92
2. Voyage	18		
(a) It is agreed between the Owners and the Charterers that, subject to the terms and conditions of this Charter Party, the cargo shall be transported by the Owners from the Loading Port(s), or so near thereto as the Vessels may safely get and lie always safe and afloat, to the Discharging Port(s), or so near thereto as they may safely get and lie always safe and afloat.	19		
(b) The Owners shall exercise due diligence in making the Vessels seaworthy before and at arrival at the Loading Port. The Owners shall perform the voyage with due despatch unless otherwise agreed.	20		
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	28	5. Loading and Discharging	93
	29	(a) The Charterers shall have the cargo in all respects	94
		ready for the said voyage at the Loading Port on the	95
		delivery date.	96
		The precise loading area or place within the agreed	97
		Loading Port, which shall be always safe and accessible	98
		and suitable for the loading operation, shall be	99
		nominated by the Charterers, always subject to the	100
		approval of the Owners and the Marine Warranty	101
		Surveyor. Such approval shall not be unreasonably	102
		withheld.	103
		(b) The barge shall be delivered with cargo spaces	104
		free of any obstructions with all previous seafastenings	105
		removed and the Vessels shall be properly documented	106
		as regards trading certificates, classification and	107
		equipment. All other equipment shall be provided by	108
		the Charterers. When the cargo has been loaded and	109
		positioned, it shall be seafastened and/or lashed by the	110
		Charterers at their expense to the satisfaction of the	111
		Marine Warranty Surveyor.	112
		(c) At the Loading Port, the cargo shall be delivered	113
		by the Charterers without delay at any time during day	114
		or night, Saturdays, Sundays and holidays included.	115
		The cargo shall be placed on board the barge and	116
		positioned by the Charterers to the full satisfaction of	117
		the Owners and the Marine Warranty Surveyor. The	118
		Charterers shall procure and pay for all labour and all	119
		necessary equipment other than that stated in Box 4.	120
		If agreed in Box 8 that the cargo shall be loaded by	121
		means of float-on method, the Charterers shall position	122
		the cargo over the barge’s submerged deck to the full	123
		satisfaction of the Owners and the Marine Warranty	124
		Surveyor. The Owners shall attach lines to the cargo	125
		and shall position and secure the cargo over the	126
		submerged deck by using winches and/or tugs. The	127
		Charterers shall procure and pay the necessary labour	128
		and winchmen.	129
		The Charterers shall procure and pay for workboats and	130
		tugs required for the positioning of the cargo. The	131
		Owners shall have the right to use such workboats and	132
3. Deviation and Delays	30		
(a) The Vessels have the liberty to sail without pilots, to tow and/or assist vessels in distress, to deviate for the purpose of saving life, to replenish bunkers and/or to deviate for the purpose of safety of the cargo, crew, Vessels and for any other reasonable purpose.	31		
(b) Without prejudice to the provisions of Clause 26, should the Tug Master decide, for the purpose of the safety of the cargo, to deviate from the normal route which is stipulated in Box 7, or reduce speed, the Owners shall be entitled to receive from the Charterers additional compensation at the appropriate Delay rate as set out in Box 20 for all time spent by the Vessels at sea in excess of the time which would have been spent had such reduction of speed or deviation not taken place. The time lost shall include all time used until the Vessels reach the same or equidistant position to that where the deviation commenced and the Charterers shall also pay all additional expenses incurred by such deviation including bunkers, port charges, pilotage, tug boats, agency fees and any other expenses whatsoever incurred. The Owners shall give prompt notification of any delay or deviation to the Charterers and any claims for additional compensation shall be supported by appropriate documentation.	32		
(c) If the Vessels for reasons beyond the Owners’ control are being delayed at the Loading Port and/or the Discharging Port, including obtaining free pratique, customs and port clearance or other formalities, but not including delays caused by the late or non-arrival of the Tug, such delays shall be paid for by the Charterers at the Delay rate stipulated in Box 20.	33		
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4. Barge Engineer	63		
(a) The barge machinery and ballasting equipment may be utilised by the Charterers subject to the Charterers	64		
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tugs for the loading operation.	133	of the voyage, including any such loss of time at the	198
(d) The precise discharging area or place within the	134	Loading Port and/or the Discharging Port, shall be paid	199
Discharging Port and which shall be always safe and	135	for by the Charterers at the Delay rate specified in Box	200
accessible and suitable for the discharging operation,	136	20. The Charterers shall also pay for all other expenses	201
shall be named by the Charterers well in advance of	137	which may be incurred as a result thereof.	202
the Vessels' arrival, always subject to the approval of	138		
the Owners and the Marine Warranty Surveyor. Such	139	9. Commencement of Loading/Canceling	203
approval shall not be unreasonably withheld.	140	(a) The barge shall be delivered to the Charterers	204
At the Discharging Port the Charterers shall take delivery	141	within the period agreed in Box 10.	205
of the cargo without delay in accordance with Clause	142	(b) The delivery period in Clause 9(a) shall be	206
5(e) at any time during day or night, Saturdays, Sundays	143	narrowed down by the Charterers to a delivery date in	207
and holidays included.	144	accordance with the delivery period notification schedule	208
(e) Prior to actual discharge the Charterers shall,	145	as stated in Box 11.	209
unless otherwise agreed, remove seafastening and/or	146	Each delivery window shall always be within the	210
lashing and prepare the barge for the discharge	147	previously notified window and the number of days'	211
operation. The entire discharge operation shall always	148	notice shall always be counted from the first day in the	212
be done to the full satisfaction of the Marine Warranty	149	window.	213
Surveyor.	150	(c) Should the barge not be delivered according to Box	214
The Charterers shall discharge the cargo and shall	151	11 the Owners shall pay as compensation to the	215
procure and pay for the necessary equipment and labour	152	Charterers a daily rate as stated in Box 12 for each day,	216
for the discharge of the cargo.	153	or pro rata for part thereof, counting from 2400 hours on	217
If agreed in Box 9 that the cargo shall be discharged by	154	the delivery date until the day and time delivery actually	218
means of float-off method, the Owners shall submerge	155	takes place, but in any event for not more than the number	219
the barge. The Charterers shall procure and pay the	156	of days stated in Box 14. Such compensation shall be	220
necessary winchmen.	157	deemed liquidated damages and be the Charterers sole	221
The Charterers shall procure and pay for workboats and	158	remedy for late delivery. Except for the purpose of	222
tugs required for discharging the cargo. The Owners	159	assessing compensation in accordance with this Clause	223
shall have the right to use such workboats and tugs for	160	9(c) the delivery date shall, in the event the Owners have	224
the discharging operations. The Charterers shall take	161	given notice in accordance with Clause 9(e) below and	225
custody of the cargo as soon as afloat.	162	the Charterers have not exercised their option of	226
After the discharge operation the Charterers shall	163	cancelling, be deemed to be the revised delivery date	227
remove all remaining seafastening and/or lashing,	164	stated in the Owners' notice.	228
unless otherwise agreed.	165	(d) Should the barge not be delivered latest the	229
(f) Except as otherwise provided in this Charter Party,	166	number of days stated in Box 14 after the delivery date	230
all agency charges, port charges (including compulsory	167	the Charterers shall have the option of cancelling this	231
charges for shore watchmen and garbage removal),	168	Charter Party.	232
light and canal dues, pilotage, local tug assistance,	169	(e) If it appears that the barge will be delayed beyond	233
consular charges, and all other charges and expenses	170	the number of days stated in Box 14 after the delivery	234
relating to the cargo and/or to the Vessels as a result of	171	date, the Owners shall, as soon as they are in position	235
their employment hereunder shall be for the Charterers'	172	to state with reasonable certainty the day on which the	236
account. All loading, seafastening, release, discharge	173	Vessels should be ready, give notice thereof to the	237
and clean off costs shall be for the Charterers' account.	174	Charterers asking whether they will exercise their option	238
		of cancelling and the option must then be declared within	239
6. Permits/Licences	175	48 hours of the receipt by the Charterers of such notice.	240
(a) All necessary permits and/or licences pertaining	176	If the Charterers do not then exercise their option of	241
to the Transportation shall be provided and paid for by	177	cancelling, the revised delivery date stated in the	242
the Charterers.	178	Owners' notice shall be regarded as the new delivery	243
If required, the Owners shall assist the Charterers in	179	date for the purpose of this Clause.	244
obtaining such permits and/or licences.	180	(f) The Owners shall not be responsible for any loss	245
(b) Any delay by the Charterers in obtaining the	181	or damages whatsoever incurred by the Charterers as	246
permits and/or licences related to Clause 6(a) shall be	182	a result of the Charterers cancelling this Charter Party	247
at the Charterers' time and any time lost shall be paid	183	as per Clause 9(d) nor shall the Owners be responsible	248
for at the Delay rate stipulated in Box 20.	184	for any loss or damages whatsoever suffered by the	249
		Charterers as a result of the failure of the barge to be	250
7. Taxes	185	ready for loading latest on the cancelling date agreed	251
The Owners shall be responsible for the taxes stated in	186	in Box 14 in the case that a new cancelling date has	252
Box 24 and the Charterers shall be responsible for all	187	been agreed.	253
other taxes.	188	(g) If, for reasons beyond the Owners' control, the	254
In the event of change in local regulation and/or	189	loading operation has not commenced within 14 days	255
interpretation thereof, resulting in an unavoidable and	190	from tendering of notice of readiness, the Owners shall	256
documented change of the Owners' tax liability after	191	have the option of cancelling this Charter Party.	257
the date of entering into the Charter Party, freight shall	192	If the Owners exercise their option of cancelling the	258
be adjusted accordingly.	193	Charter Party in accordance with this sub-clause, the	259
		Charterers shall pay to the Owners the applicable	260
8. Quarantine	194	termination fee according to the provisions of Clause	261
Unless due to health conditions on board the Vessels,	195	20 in addition to any delay payment incurred.	262
any time lost as a result of quarantine formalities and/	196	(h) If Box 14 is not appropriately filled in then 7 days	263
or health restrictions imposed or incurred at any stage	197	shall apply.	264

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10. Notices to the Charterers	265	this Charter Party shall be payable without any discount,	331
(a) Notice of Readiness	266	deduction, set-off, lien, claim or counter-claim, and shall	332
The Owners shall give notice of readiness as per Box	267	be paid in the currency and into the Owners' bank	333
15 advising when the Vessels are ready to commence	268	account stated in Box 18.	334
loading at the Loading Port and when the Vessels are	269		
ready to commence discharge at the Discharging Port.	270		
All notices may be given at any time of the day, Fridays,	271	13. Free Time/Delay Payment	335
Saturdays, Sundays and holidays included, whether	272	(a) The Charterers are allowed the free time stipulated	336
within the official port limits or not, and notwithstanding	273	in Box 19 in the Loading Port(s) and Discharging Port(s)	337
hindrances as referred to in Clause 3(c).	274	and for canal transit if applicable, Fridays, Saturdays,	338
(b) Prior to arrival at the Loading Port(s) the Owners	275	Sundays and holidays included.	339
shall keep the Charterers duly advised of the expected	276	The free time at the Loading Port(s) shall start counting	340
time of arrival of the barge.	277	after notice of readiness has been tendered, in	341
(c) After departure from the Loading Port(s) the	278	accordance with Clause 10(a), unless loading has	342
Owners shall give daily notice of expected time of arrival	279	commenced earlier and shall count until the cargo is in	343
at Discharging Port(s).	280	all respects fully seafastened on board the barge and	344
		approved by the Marine Warranty Surveyor(s).	345
		The free time at the Discharging Port(s) shall start	346
11. Marine Warranty Surveyor(s)/Approval of the	281	counting after notice of readiness has been tendered in	347
Vessels and Condition of the Cargo	282	accordance with Clause 10(a), unless discharge has	348
(a) The Marine Warranty Surveyor(s) stated in Box	283	commenced earlier and shall count until the cargo and	349
16 shall be appointed for this Transportation by the	284	all seafastenings/lashings are removed from the barge	350
Charterers. If Box 16 has not been filled in, the	285	with deck cleaned and the barge is in all respects ready	351
Charterers shall appoint Marine Warranty Surveyor(s)	286	for sea.	352
acceptable to the cargo underwriters, subject to the	287	Time lost in waiting for berth at loading or discharging	353
Owners' approval which shall not be unreasonably	288	port shall count as free time or time on delay. If the	354
withheld.	289	cargo is to be loaded and/or discharged by float-on/	355
(b) The Marine Warranty Surveyor(s) shall approve the	290	float-off method, time used for the actual loading and	356
suitability of the Vessels for the Transportation as soon	291	discharge operation (dry deck to dry deck) shall not	357
as possible, but no later than the date stated in Box 16.	292	count as free time or time on delay, unless such time	358
Should the Marine Warranty Surveyor(s) not give	293	used is due to reasons beyond the Owners' control.	359
approval by the date stipulated in Box 16, either the	294	(b) Delay payment shall be payable for all time used	360
Charterers or the Owners may elect to terminate this	295	in excess of the free time.	361
Charter Party and all freight paid or advanced by the	296	The Delay rate for the Vessels is the amount stipulated	362
Charterers to the Owners shall be promptly refunded.	297	in Box 20 calculated per day or pro rata for part of a	363
(c) All documentation reasonably required of the	298	day.	364
Owners by the Marine Warranty Surveyor(s) for their	299	(c) Free time shall not count and delay payments shall	365
approval of the Transportation shall be submitted to the	300	not accrue for time lost by reason of strike or lockout of	366
Charterers at the earliest possible stage after this	301	the Master, officers or crew or by reason of breakdown	367
Charter Party is made, if not already submitted earlier.	302	of the Vessels or the Owners' equipment.	368
The Charterers shall pay all expenses relating to the	303	(d) The delay payment and other amounts which are	369
production of documentation related to the cargo and/	304	calculated at the delay rate fall due and are payable by	370
or the Charterers' equipment. The Owners shall pay all	305	the Charterers immediately upon presentation of the	371
expenses relating to documentation related to the	306	Owners' invoice to the Owners' bank account stipulated	372
Vessels and all other equipment being provided by the	307	in Box 18.	373
Owners in the performance of the Transportation.	308	Should more than 14 days of delay payment have	374
(d) The Charterers shall arrange and pay for all the	309	accrued, the Owners are entitled to delay payment on	375
Marine Warranty Surveyor(s) services, including their	310	account. The Owners may demand payment against	376
approval of the Vessels and the Transportation.	311	presentation of invoices covering the first 14 days and	377
(e) The Charterers warrant that the full description of	312	thereafter for every 7 days.	378
the cargo mentioned in Box 5 is correct and further	313		
warrant that the cargo is in all respects tight, staunch,	314	14. Canal Transit	379
strong and in every way fit for the Transportation.	315	(a) If the Transportation is scheduled to pass through	380
Should the cargo and/or its description not be in	316	a canal according to Box 7, the Charterers are granted	381
compliance with the aforesaid then the Owners shall	317	free time for any such transit, and such free time shall	382
have the option to cancel this Charter Party.	318	count against the number of hours stipulated in Box 19.	383
If the Owners exercise their option to cancel the Charter	319	If the Transportation is delayed beyond the free time	384
Party in accordance with this Clause the Charterers	320	stipulated therein, unless the Owners are responsible	385
shall pay to the Owners the applicable termination fee	321	for such delay, the Charterers shall pay for such extra	386
according to the provisions of Clause 20.	322	transit time at the Delay rate stipulated in Box 20 and	387
		shall, in addition, pay for all other documented extra	388
		expenses thereby incurred. Canal transit time is defined	389
12. Freight	323	as from arrival at pilot station or customary waiting place	390
The lumpsum freight shall be paid according to the	324	or anchorage, whichever is the earlier, and until dropping	391
schedule stated in Box 17. Each instalment shall be	325	last outbound pilot when leaving for the open sea.	392
fully and irrevocably earned when due as set out in	326	(b) The freight rate stipulated in Box 17 is based upon	393
Box 17. Freight earned shall be non-returnable whether	327	the Owners paying canal tolls limited to the amount	394
the Vessels and/or the cargo are lost or not lost and	328	stipulated in Box 21. Any increase in the canal tolls and/	395
whether lost due to perils of the sea or howsoever. The	329	or any additional expenses for the canal transit actually	396
freight and all other sums payable to the Owners under	330		

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paid by the Owners shall be reimbursed by the Charterers to the Owners upon presentation of the Owners' invoice.	397 398 399	the Vessels to a safe and accessible alternative port.	463 464
(c) Should the transit of a canal be made impossible for reasons beyond the Owners' control, the Charterers shall pay for all extra time by which the voyage is thereby prolonged at the Delay rate stated in Box 20.	400 401 402 403	If the Charterers fail to make such declaration within 48 running hours, Sundays and holidays included, of the Master or Owners having given notice to the Charterers, the Master may proceed without further notice to the nearest safe and accessible port and there discharge the cargo.	465 466 467 468 469
The Charterers shall also pay all other expenses, including for bunkers, in addition to those which would normally have been incurred had the Vessels been standing-by in port less the amount of canal tolls saved by the Owners for not having transitted the canal.	404 405 406 407 408	(ii) If at any Discharging Port the Master considers that there is a danger of the Vessels being frozen in, and provided that the Master or Owners immediately notify the Charterers thereof, the Vessels may leave with cargo remaining on board and proceed to the nearest safe and ice free place and there await the Charterers' nomination of a safe and accessible alternative port within 24 running hours, Sundays and holidays excluded, of the Master's or Owners' notification. If the Charterers fail to nominate such alternative port, the Vessels may proceed to the nearest safe and accessible port and there discharge the remaining cargo.	470 471 472 473 474 475 476 477 478 479 480 481 482 483 484
15. Bunker Escalation	409	(iii) On delivery of the cargo other than at the port(s) named in the Charter Party, all conditions of any cargo note or receipt issued in respect of any shipment hereunder shall apply and the Vessels shall receive the same freight as if discharge had been at the original port(s) of destination, except that if the distance of the substituted port(s) exceeds 100 nautical miles, the freight on the cargo delivered at the substituted port(s) shall be increased proportionately.	485 486 487 488 489 490 491 492 493 494
This Charter Party is concluded on the basis of the price per metric ton and the quantity of bunker oil stated in Box 22.	410 411 412		
If the price actually paid by the Owners for this quantity of bunker oil should be higher, the difference shall be paid by the Charterers to the Owners.	413 414 415		
If the price actually paid by the Owners for this quantity of bunker oil should be lower, the difference shall be paid by the Owners to the Charterers.	416 417 418		
16. Ice	419	17. Dangerous Cargo	495
The Vessels shall not be obliged to force ice but, subject to the Owners' approval having due regard to their size, construction and class, may follow ice-breakers.	420 421 422	If part of the cargo is of an inflammable, explosive or dangerous nature or condition or at any stage may develop into such nature or condition it must be packed and stored or stowed in accordance with IMO Dangerous Goods Code and/or other applicable regulations always to the full satisfaction of the Master. Any delay to the Transportation in this respect shall be paid for by the Charterers at the Delay rate stipulated in Box 20.	496 497 498 499 500 501 502 503 504
(a) <i>Port of Loading</i>	423		
(i) If at any time after setting out on the approach voyage the Vessels' passage is impeded by ice, or if on arrival the Loading Port is inaccessible by reason of ice, the Master or Owners shall notify the Charterers thereof and request them to nominate a safe and accessible alternative port.	424 425 426 427 428 429		
If the Charterers fail within 48 running hours, Sundays and holidays included, to make such nomination or agree to reckon free time as if the port named in the Charter Party were accessible or declare that they cancel the Charter Party, the Owners shall have the option of cancelling the Charter Party. In the event of cancellation by either party, the Charterers shall compensate the Owners for all proven loss of earnings under this Charter Party.	430 431 432 433 434 435 436 437 438 439		
(ii) If at any Loading Port the Master considers that there is a danger of the Vessels being frozen in, and provided that the Master or Owners immediately notify the Charterers thereof, the Vessels may leave with cargo loaded on board and proceed to the nearest safe and ice free place and there await the Charterers' nomination of a safe and accessible alternative port within 24 running hours, Sundays and holidays excluded, of the Master's or Owners' notification. If the Charterers fail to nominate such alternative port, the Vessels may proceed to any port(s), whether or not on the customary route for the chartered voyage, to complete with cargo for the Owners' account.	440 441 442 443 444 445 446 447 448 449 450 451 452 453	18. Lien	505
(b) <i>Port of Discharge</i>	454	The Owners shall have a lien on the cargo and any Charterers' equipment for all freight and all other expenses in relation to the Transportation including deadfreight, advances, delay payments, damages for detention, general average and salvage including costs for recovering same.	506 507 508 509 510 511
(i) If the voyage to the Discharging Port is impeded by ice, or if on arrival the Discharging Port is inaccessible by reason of ice, the Master or Owners shall notify the Charterers thereof. In such case, the Charterers shall have the option of keeping the Vessels waiting until the port is accessible against paying compensation in an amount equivalent to the delay rate or of ordering	455 456 457 458 459 460 461 462	19. Substitution	512
		The Owners shall be entitled at any time before delivery to provide substitute Vessels, provided such substitute Vessels are approved by the Marine Warranty Surveyor(s) and subject also to the Charterers' prior approval, which shall not be unreasonably withheld.	513 514 515 516 517
		20. Termination	518
		(a) Notwithstanding anything else provided herein, the Charterers shall have the right to terminate this Charter Party prior to the barge's arrival at the first Loading Port against payment of the applicable amount stipulated in Box 23.	519 520 521 522 523
		(b) Furthermore, the Charterers shall have the right to terminate this Charter Party after the barge's arrival at the first Loading Port but not later than upon com-	524 525 526

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mencement of loading against payment of the applicable amount stipulated in Box 23 plus compensation for all time spent at the first Loading Port at the Delay rate stipulated in Box 20 together with the actual expenses incurred by the Owners in preparation for the loading.	527 528 529 530 531 532	all limitations of, and exemptions from, liability accorded to the Owners or chartered Owners of vessels by any applicable statute or rule of law for the time being in force, and the same benefits to apply regardless of the form of signatures given to this Charter Party.	594 595 596 597 598
(c) If Box 23 is not appropriately filled in then this Clause shall not apply.	533 534	22. Bills of Lading, Cargo Notes and Receipts	599
21. Liability and Indemnity	535	(a) No bills of lading will be issued for shipments under this Charter Party.	600 601
(a) <i>Definitions</i>	536	(b) The cargo shall be shipped on deck at the Charterers' risk and the Owners not to be responsible for any loss or damage or delay to the cargo whatsoever or howsoever arising and by whosoever caused.	602 603 604 605
For the purpose of this Clause "Owners' Group" shall mean: the Owners, and their contractors and sub-contractors, and Employees, Servants or Agents of any of the foregoing.	537 538 539 540	(c) In the event of a conflict of conditions between this Charter Party and any cargo note or receipt issued in respect of any shipment hereunder, the terms, conditions, liberties, clauses and exceptions of this Charter Party, including Clause 31 (BIMCO Dispute Resolution Clause), shall prevail.	606 607 608 609 610 611
For the purpose of this Clause "Charterers' Group" shall mean: the Charterers, and their contractors, sub-contractors, co-venturers and Charterers' customers with whom they have a contractual relationship in respect of the job or project on which the Vessels are employed, and Employees, Servants or Agents of any of the foregoing.	541 542 543 544 545 546 547	23. Insurance	612
(b) Notwithstanding anything else contained herein, the Owners shall be liable for all loss or damage of whatsoever nature to or sustained by the Vessels, any liability in respect of wreck removal and the expense of moving, lighting or buoying the Vessels, and any liability in respect of death or injury of any of the Owners' Group, and any liability in respect of other cargo on board not the subject of this Charter Party, all of which shall be for the sole account of the Owners without recourse to the Charterers, their servants or agents, and the Owners shall indemnify, defend and hold the Charterers harmless from and against any and all claims, losses, costs, damages and expenses of every kind and nature including legal expenses arising from the foregoing.	548 549 550 551 552 553 554 555 556 557 558 559 560 561	(a) Without prejudice to the Charterers' obligations and liabilities under this Charter Party, the Charterers shall take out and, in their name and at their expense, maintain at all material times and throughout the duration of this Charter Party a policy or policies of insurance in respect of all loss or damage to the cargo up to the full value of the cargo including but not limited to a policy or policies comprising All Risks cargo cover and cover against liabilities to third parties (including liability in respect of death and injury and claims for consequential loss), and wreck removal of the cargo. The Charterers shall arrange at their expense that the Owners shall be named as co-insured under the said policy or policies of insurance and arrange that the underwriters waive the right of subrogation. Co-insurance and waiver of subrogation shall be given only in so far as these relate to liabilities which are properly the responsibility of the Charterers under the terms of this Charter Party. The Charterers hereby agree to produce the original certificates of insurance maintained hereunder to the Owners or their appointed representatives when requested so to do.	613 614 615 616 617 618 619 620 621 622 623 624 625 626 627 628 629 630 631 632 633
(c) Notwithstanding anything else contained herein, the Charterers shall be liable for all loss or damage or delay of whatsoever nature and howsoever caused to or sustained by the cargo, including any property operated, owned, hired and/or leased by any member of the Charterers' Group on board, and any liability in respect of wreck removal and the expense of moving, lighting or buoying the cargo, and any liability in respect of death or injury of any of the Charterers' Group, or the Marine Warranty Surveyor(s) personnel, and all liabilities consequent upon loss, damage or delay to the cargo, all of which shall be for the sole account of the Charterers without recourse to the Owners, their servants or agents or insurers and the Charterers shall indemnify, defend and hold all these harmless from and against any and all claims, losses, costs, damages and expenses of every kind and nature including legal expenses arising from the foregoing.	562 563 564 565 566 567 568 569 570 571 572 573 574 575 576 577 578 579	(b) The Owners shall arrange at their expense such insurance(s) as required to protect the Charterers against the Owners' liabilities under Clause 21(b). The Owners hereby agree to produce the original certificate(s) of insurance maintained hereunder to the Charterers or their appointed representatives when requested to do so.	634 635 636 637 638 639 640
(d) <i>Consequential Damages</i>	580	24. Himalaya Clause	641
Neither party shall be liable to the other for any consequential damages whatsoever arising out of or in connection with the performance or non-performance of this Charter Party, and each party shall protect, defend and indemnify the other from and against all such claims from any member of its Group as defined in Clause 21(a).	581 582 583 584 585 586 587	(a) All exceptions, exemptions, defences, immunities, limitations of liability, indemnities, privileges and conditions granted or provided by this Charter Party or by any applicable statute, rule or regulation for the benefit of the Charterers shall also apply to and be for the benefit of the Charterers' parent, affiliated, related and subsidiary companies; the Charterers' contractors, sub-contractors, clients, joint venturers and joint interest owners (always with respect to the job or project on which the tug and barge are employed); their respective employees and their respective underwriters.	642 643 644 645 646 647 648 649 650 651 652
"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.	588 589 590 591	(b) All exceptions, exemptions, defences, immunities, limitations of liability, indemnities, privileges and conditions granted or provided by this Charter Party or by any applicable statute, rule or regulation for the benefit of the Owners shall also apply to and be for the benefit of the Owners' parent, affiliated, related and	653 654 655 656 657 658
(e) Any provisions of this Charter Party to the contrary notwithstanding, the Owners shall have the benefit of	592 593		

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subsidiary companies, the Owners' contractors, sub- 659
contractors, the tug, its Master, Officers and Crew, the 660
barge, their registered owner, their operator, their 661
demise charterer(s), their respective employees and 662
their respective underwriters. 663

(c) The Owners or the Charterers shall be deemed to 664
be acting as agent or trustee of and for the benefit of all 665
such persons and parties set forth above, but only for 666
the limited purpose of contracting for the extension of 667
such benefits to such persons and parties. 668

25. Both-to-Blame Collision Clause 669

If the Vessels come into collision with another vessel 670
as a result of the negligence of the other vessel and 671
any act, neglect or default of the Master, mariner, pilot 672
or the servants of the Owners in the navigation or in the 673
management of the Vessels, the owners of the cargo 674
carried hereunder will indemnify the Owners against all 675
loss or liability to the other or non-carrying vessel or 676
her Owners in so far as such loss or liability represents 677
loss of, or damage to, or any claim whatsoever of the 678
owners of the said cargo, paid or payable by the other 679
or non-carrying vessel or her Owners to the owners of 680
said cargo and set-off, recouped or recovered by the 681
other or non-carrying vessel or her Owners as part of 682
their claim against the carrying Vessels or Owners. 683
The foregoing provisions shall also apply where the 684
owners, operators or those in charge of any vessel or 685
vessels or objects other than, or in addition to, the 686
colliding vessels or objects are at fault in respect of a 687
collision or contact. 688

26. General Average and New Jason Clause 689

General Average shall be adjusted and settled in London 690
unless otherwise stated in Box 25, according to the York/ 691
Antwerp Rules, 1994. 692

Should adjustment be made in accordance with the law 693
and practice of the United States of America, the 694
following clause shall apply: 695

"In the event of accident, danger, damage or disaster 696
before or after the commencement of the voyage, 697
resulting from any cause whatsoever, whether due to 698
negligence or not, for which, or for the consequence of 699
which, the Owners are not responsible, by statute, 700
contract or otherwise, the cargo, shippers, consignees 701
or owners of the cargo shall contribute with the Owners 702
in general average to the payment of any sacrifices, 703
loss or expenses of a general average nature that may 704
be made or incurred and shall pay salvage and special 705
charges incurred in respect of the cargo. If a salving 706
vessel is owned or operated by the Owners, salvage 707
shall be paid for as fully as if the said salving vessel or 708
vessels belonged to strangers. Such deposit as the 709
Owners, or their agents, may deem sufficient to cover 710
the estimated contribution of the cargo and any salvage 711
and special charges thereon shall, if required, be made 712
by the cargo, shippers, consignees or owners of the 713
cargo to the Owners before delivery". 714

27. War Risks (VOYWAR 2004) 715

(a) For the purpose of this Clause, the words: 716

(i) "Owners" shall include the shipowners, bareboat 717
charterers, disponent owners, managers or other 718
operators who are charged with the management 719
of the Vessels, and the Master; and 720

(ii) "War Risks" shall include any actual, threatened 721
or reported: 722
war; act of war; civil war; hostilities; revolution; 723

rebellion; civil commotion; warlike operations; 724
laying of mines; acts of piracy; acts of terrorists; 725
acts of hostility or malicious damage; blockades 726
(whether imposed against all vessels or imposed 727
selectively against vessels of certain flags or 728
ownership, or against certain cargoes or crews or 729
otherwise howsoever); by any person, body, 730
terrorist or political group, or the Government of 731
any state whatsoever, which, in the reasonable 732
judgement of the Master and/or the Owners, may 733
be dangerous or are likely to be or to become 734
dangerous to the Vessels, their cargo, crew or 735
other persons on board the Vessels. 736

(b) If at any time before the Vessels commence 737
loading, it appears that, in the reasonable judgement 738
of the Master and/or the Owners, performance of the 739
Charter Party, or any part of it, may expose, or is likely 740
to expose, the Vessels, their cargo, crew or other 741
persons on board the Vessels to War Risks, the Owners 742
may give notice to the Charterers cancelling this Charter 743
Party, or may refuse to perform such part of it as may 744
expose, or may be likely to expose, the Vessels, their 745
cargo, crew or other persons on board the Vessels to 746
War Risks; provided always that if this Charter Party 747
provides that loading or discharging is to take place 748
within a range of ports, and at the port or ports 749
nominated by the Charterers the Vessels, their cargo, 750
crew, or other persons on board the Vessels may be 751
exposed, or may be likely to be exposed, to War Risks, 752
the Owners shall first require the Charterers to nominate 753
any other safe port which lies within the range for loading 754
or discharging, and may only cancel this Charter Party 755
if the Charterers shall not have nominated such safe 756
port or ports within 48 hours of receipt of notice of such 757
requirement. 758

(c) The Owners shall not be required to continue to 759
load cargo for any voyage, or to sign Bills of Lading for 760
any port or place, or to proceed or continue on any 761
voyage, or on any part thereof, or to proceed through 762
any canal or waterway, or to proceed to or remain at 763
any port or place whatsoever, where it appears, either 764
after the loading of the cargo commences, or at any 765
stage of the voyage thereafter before the discharge of 766
the cargo is completed, that, in the reasonable 767
judgement of the Master and/or the Owners, the 768
Vessels, their cargo (or any part thereof), crew or other 769
persons on board the Vessels (or any one or more of 770
them) may be, or are likely to be, exposed to War Risks. 771
If it should so appear, the Owners may by notice request 772
the Charterers to nominate a safe port for the discharge 773
of the cargo or any part thereof, and if within 48 hours 774
of the receipt of such notice, the Charterers shall not 775
have nominated such a port, the Owners may discharge 776
the cargo at any safe port of their choice (including the 777
port of loading) in complete fulfilment of the Charter 778
Party. The Owners shall be entitled to recover from the 779
Charterers the extra expenses of such discharge and, 780
if the discharge takes place at any port other than the 781
Loading Port, to receive the full freight as though the 782
cargo had been carried to the Discharging Port and if 783
the extra distance exceeds 100 miles, to additional 784
freight which shall be the same percentage of the freight 785
contracted for as the percentage which the extra 786
distance represents to the distance of the normal and 787
customary route, the Owners having a lien on the cargo 788
for such expenses and freight. 789

(d) If at any stage of the voyage after the loading of 790
the cargo commences, it appears that, in the reasonable 791

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judgement of the Master and/or the Owners, the Vessels, their cargo, crew or other persons on board the Vessels may be, or are likely to be, exposed to War Risks on any part of the route (including any canal or waterway) which is normally and customarily used in a voyage of the nature contracted for, and there is another longer route to the Discharging Port, the Owners shall give notice to the Charterers that this route will be taken. In this event the Owners shall be entitled, if the total extra distance exceeds 100 miles, to additional freight which shall be the same percentage of the freight contracted for as the percentage which the extra distance represents to the distance of the normal and customary route.	792 793 794 795 796 797 798 799 800 801 802 803 804 805	(v) to call at any other port to change the crew or any part thereof or other persons on board the Vessels when there is reason to believe that they may be subject to internment, imprisonment or other sanctions;	860 861 862 863 864
(e) (i) The Owners may effect war risks insurance in respect of the Hull and Machinery of the Vessels 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.	806 807 808 809 810 811 812	(vi) where cargo has not been loaded or has been discharged by the Owners under any provisions of this Clause, to load other cargo for the Owners' own benefit and carry it to any other port or ports whatsoever, whether backwards or forwards or in a contrary direction to the ordinary or customary route.	865 866 867 868 869 870 871
(ii) If the Underwriters of such insurance should require payment of premiums and/or calls because, pursuant to the Charterers' orders, or in order to fulfil the Owners' obligation under this Charter Party, the Vessels are within, or are 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 within 14 days after receipt of the Owners' invoice. If the Vessels discharge all of her cargo within an area subject to additional premiums as herein set forth, the Charterer shall reimburse the Owners for the actual additional premiums paid which may accrue from completion of discharge until the Vessels leave such area or areas referred to above. The Owners shall leave the area as soon as possible after completion of discharge.	813 814 815 816 817 818 819 820 821 822 823 824 825 826 827 828 829 830 831 832	(g) If in compliance with any of the provisions of sub-clauses (b) to (f) of this Clause anything is done or not done, such shall not be deemed to be a deviation, but shall be considered as due fulfilment of the Charter Party.	872 873 874 875 876
(f) The Vessels shall have liberty:-	833	28. Interests	877
(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 way whatsoever which are given by the Government of the Nation under whose flag the Vessels sail, or other Government to whose laws the Owners are subject, or any other Government which so requires, or any body or group acting with the power to compel compliance with their orders or directions;	834 835 836 837 838 839 840 841 842 843 844	If any amounts due under this Charter Party are not paid when due, then interest at the rate stated in Box 26 shall be paid on all such amounts until payment is received.	878 879 880 881
(ii) to comply with the orders, directions or recommendations of any war risks underwriters who have the authority to give the same under the terms of the war risks insurance;	845 846 847 848	29. Agency	882
(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;	849 850 851 852 853 854 855 856	The Vessels shall be addressed to Charterers' agents at Port(s) of Loading and Port(s) of discharging.	883 884
(iv) to discharge at any other port any cargo or part thereof which may render the Vessels liable to confiscation as a contraband carrier;	857 858 859	30. Brokerage	885
		The Owners shall pay a brokerage at the rate stated in Box 27 to the Broker(s) mentioned in Box 27 on any freight, delay payment and/or termination fee paid under this Charter Party.	886 887 888 889
		If the full amounts as aforesaid are not paid owing to breach of this Charter Party by either of the parties, the party liable therefor shall indemnify the Broker(s) against his or their loss of brokerage.	890 891 892 893
		31. BIMCO Dispute Resolution Clause	894
		*) (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.	895 896 897 898 899 900 901 902 903 904 905
		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.	906 907 908 909 910 911 912 913 914 915 916 917 918 919 920 921 922
		Nothing herein shall prevent the parties agreeing in	923

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writing to vary these provisions to provide for the appointment of a sole arbitrator.	924	shall continue during the conduct of the mediation	992
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.	925	but the Tribunal may take the mediation timetable into account when setting the timetable for steps in the arbitration.	993
*) (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.	926	(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.	994
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.	927	(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.	995
*) (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.	928	(Note: the parties should be aware that the mediation process may not necessarily interrupt time limits.)	996
(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.	929	(e) If Box 28 in Part I is not appropriately filled in, Clause 31(a) of this Clause shall apply. Clause 31(d) shall apply in all cases.	997
In the case of a dispute in respect of which arbitration has been commenced under (a), (b) or (c) above, the following shall apply:	930	*) Clauses 31(a), 31(b) and 31(c) are alternatives; indicate alternative agreed in Box 28.	998
(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.	931		999
(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 procedure and on such terms as the parties may agree or, in the event of disagreement, as may be set by the mediator.	932		1000
(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.	933		1001
(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.	934		1002
(v) Either party may advise the Tribunal that they have agreed to mediation. The arbitration procedure	935		1003
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	945	32. BIMCO ISPS/MTSA Clause for Voyage Charter Parties	1012
	946		1013
	947	(a) (i) The Owners shall comply with the requirements of the International Code for the Security of Ships and of Port Facilities and the relevant amendments to Chapter XI of SOLAS (ISPS Code) relating to the Vessel and "the Company" (as defined by the ISPS Code). If trading to or from the United States or passing through United States waters, the Owners shall also comply with the requirements of the US Maritime Transportation Security Act 2002 (MTSA) relating to the Vessel and the "Owner" (as defined by the MTSA).	1014
	948	(ii) Upon request the Owners shall provide the Charterers with a copy of the relevant International Ship Security Certificate (or the Interim International Ship Security Certificate) and the full style contact details of the Company Security Officer (CSO).	1015
	949	(iii) 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 Owners or "the Company"/"Owner" to comply with the requirements of the ISPS Code/MTSA or this Clause shall be for the Owners' account.	1016
	950	(b) (i) The Charterers shall provide the Owners and the Master with their full style contact details and, upon request, any other information the Owners require to comply with the ISPS Code/MTSA.	1017
	951	(ii) Except as otherwise provided in this Charter Party, loss, damages or expense (excluding consequential loss, damages or expense) caused by failure on the part of the Charterers to comply with this Clause shall be for the Charterers' account and any delay caused by such failure shall count as laytime or time on demurrage.	1018
	952	(c) Provided that the delay is not caused by the Owners' failure to comply with their obligations under the ISPS Code/MTSA, the following shall apply:	1019
	953	(i) Notwithstanding anything to the contrary provided in this Charter Party, the Vessel shall be entitled to tender Notice of Readiness even if not cleared due to applicable security regulations or measures imposed by a port facility or any relevant authority under the ISPS Code/MTSA.	1020
	954	(ii) Any delay resulting from measures imposed by a port facility or by any relevant authority under the	1021
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ISPS Code/MTSA shall count as laytime or time 1059
on demurrage, unless such measures result solely 1060
from the negligence of the Owners, Master or crew 1061
or the previous trading of the Vessel, the nationality 1062
of the crew or the identity of the Owners' 1063
managers. 1064

(d) Notwithstanding anything to the contrary provided 1065
in this Charter Party, any costs or expenses whatsoever 1066
solely arising out of or related to security regulations or 1067
measures required by the port facility or any relevant 1068
authority in accordance with the ISPS Code/MTSA 1069
including, but not limited to, security guards, launch 1070
services, tug escorts, port security fees or taxes and 1071
inspections, shall be for the Charterers' account, unless 1072
such costs or expenses result solely from the negligence 1073
of the Owners, Master or crew or the previous trading 1074
of the Vessel, the nationality of the crew or the identity 1075

of the Owners' managers. All measures required by the 1076
Owners to comply with the Ship Security Plan shall be 1077
for the Owners' account. 1078

(e) If either party makes any payment which is for the 1079
other party's account according to this Clause, the other 1080
party shall indemnify the paying party. 1081

33. BIMCO Notices Clause 1082

(a) All notices given by either party or their agents to 1083
the other party or their agents in accordance with the 1084
provisions of this Charter Party shall be in writing. 1085

(b) For the purposes of this Charter Party, "in writing" 1086
shall mean any method of legible communication. A 1087
notice may be given by any effective means including, 1088
but not limited to, cable, telex, fax, e-mail, registered or 1089
recorded mail, or by personal service. 1090

Sample contract – not for use