

# Supplytime 2005 and Supplytime 2017

An overview of some main changes  
&  
Some comments about law and arbitration

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## **SUPPLYTIME 2017: An overview of main changes (1)**

6 June 2017: Bimco publishes updated version of SUPPLYTIME 2005 (“ST2005”) (the SUPPLYTIME 2017 (“ST2017”). Main categories of changes are:

- A. Focus on treating both parties equally (balancing interests) by removing exceptions from the knock for knock (“kfk”) system contained in ST2005 and broadening the scope of application of the knock for knock system;
- B. Based on commentaries on the form and legal precedent: Removal of overly complex or ambiguous language and changes to comply with recent English legal precedents;



## **SUPPLYTIME 2017: An overview of main changes (2)**

C. New clauses have been added relating to e.g. audit of vessel, use of fuel systems, anti bribery etc.;

D. The maintenance days clause has been amended;

E. The notice mechanism for early termination for breach of contract has been amended.

F. Clauses relating primarily to the carriage of cargo have been removed. E.g. General Average and New Jason clause (clause 26) Both to blame collision clause (clause 27);



## **SUPPLYTIME 2017: An overview of main changes (3)**

The changes have been discussed in detail in the explanatory notes to the Supplytime 2017 that can be obtained by logging into the Bimco website.

I will now briefly discuss the changes that I have just mentioned.



## A. Removing exceptions from the knock for knock system (1)

ST2005 (clause 14) contained a great deal of carve outs from the kfk system:

- (b) Knock for Knock
- (i) Owners - Notwithstanding anything else contained in this Charter Party excepting Clauses 6(c)(iii), 9(b), 9(e), 9(f), 10(d), 11, 12(f)(iv), 14 (d), 15 (b), 18(c), 26 and 27, the Charterers shall not be responsible for loss of or damage to the property of any member of the Owners' Group, including the Vessel, or for personal injury or death of any member of the Owners' Group arising out of or in any way connected with the performance of this Charter Party, even if such loss, damage, injury or

Charterers. - Notwithstanding anything else contained in this Charter Party excepting Clause 11, 15(a), 16 and 26, the Owners shall not be responsible for loss of, damage to, or any liability arising out of anything towed by the Vessel, any cargo laden upon or carried by the Vessel or her tow, the property of any member of the Charterers' Group, whether owned or chartered, including their Offshore Units, or for personal injury or death of any member of the Charterers' Group or of anyone on board anything towed by the Vessel, arising out of or in any way connected with the performance of this Charter Party even if such



## A. Removing exceptions from the knock for knock system (2)

In ST2017 there are a lot less carve outs: ST2017 clause 14 now says:

*“Owners – **Notwithstanding** anything else contained in this Charter Party **excepting** Subclauses 9(e) (Charterers to Provide), 14(c) (Liabilities and Indemnities – Limitations), and 18(c) (Saving of Life and Salvage), the Charterers shall not be responsible for (...)”*

*“Charterers – **Notwithstanding** anything else contained in this Charter Party **excepting** Clauses 9(e) (Charterers to provide) and 16 (Wreck Removal), the Owners shall not be responsible for (...)”*



## A. Removing exceptions from the knock for knock system (3)

Clearly, in ST2017 a lot of carve outs from ST2005 have been removed. E.g. Dangerous cargo (clause 6c ST2005) and bunkers (clause 10.d. ST2005) have been deleted and you will no longer find them in the ST2017:

(iii) Explosives and dangerous cargo whether in bulk or packaged, provided proper notification has been given and such cargo is marked and packed in accordance with the national regulations of the Vessel and/or the International Maritime Dangerous Goods Code and/or other pertinent regulations. Failing such proper notification, marking or packing the Charterers shall indemnify the Owners in respect of any loss, damage or liability whatsoever and howsoever arising therefrom. The

(d) Liability – The Charterers shall be liable for any loss or damage to the Owners caused by the supply of unsuitable fuels or fuels which do not comply with the specifications and grades set out in [Box 19 \(iv\)](#) and the

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## A. Removing exceptions from the knock for knock system (4)

These are just two examples. Be aware that the removal of carve outs has resulted in far more drafting changes to the Supplytime 2017





## **A. Knock for knock system – Affiliates and Groups;**

The definitions of Owners Groups and Charterers Groups have been widened to ensure that all parties operating in the field are included in one group or the other.

In ST2005 the definitions were contained in clause 14. In ST 2017 they have now been moved to the definition clause at the beginning of Part II.

The defined term “Affiliates” has been introduced to widen the definitions of the two Groups even more.

In this manner the scope of application of the kfk system has been increased.



## **B. Removal of overly complex or ambiguous language (1)**

There have been numerous drafting improvements to make the language of the form clearer.

See the comparison document that was published for consultation on 4<sup>th</sup> April 2017 which shows tracked changes between the Supplytime 2005 and Supplytime 2017 forms.

**<https://www.ukchamberofshipping.com/library/supplytime-2017-consultation-draft-approval-june-2017/>**



## **B. Removal of overly complex or ambiguous language (2)**

Redrafting of the Supplytime 2017 was also intended to correct (legal drafting) mistakes contained in the Supplytime 2005.

A very important mistake (in the sense of legal drafting) in the Supplytime 2005 was contained in the consequential loss clause. That clause says (clause ST2005 14.c.)



## B. Removal of overly complex or ambiguous language (3)

### c) Consequential Damages.

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 14(a).

"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.

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## **B. Removal of overly complex or ambiguous language (4)**

This clause (ST2005 cl 14.c.) intends to define consequential damages in a broader manner than consequential damages are defined in English law. The reason for this is that consequential damages has a very limited meaning under English law. For that reason cl 14.c. also tries to include loss of profit, loss of production etc. in the definition of consequential damages.

There is however a line of English case law that says that the clause fails to do so and does NOT protect from direct loss of profit, loss of production etc.. That line of case law says that in clause 14.c. loss of profit, loss of production etc. refers to consequential / indirect loss of profit, loss of production etc as the meaning of the term consequential damages is clear.



## **B. Removal of overly complex or ambiguous language (5)**

Supplytime 2017 has now made much clearer that the intention is to exclude liability not only for consequential damages, but also for other excluded losses (i.e. direct loss of profit, direct loss of production etc.):

To make absolutely clear that the clause not only relates to consequential damages but also to other excluded losses,

- the heading of the clause has been changed from “consequential damages” (ST2005) to excluded losses (ST2017) and
- a clear split has been brought between the consequential damages part of the clause and the other excluded losses part.

In ST2017 the Consequential Damages clause is now called “Excluded losses”

In ST2017 the clause now says:



## B. Removal of overly complex or ambiguous language (6)

Excluded losses – Notwithstanding anything else contained in this Charter Party neither party shall be liable to the other for:

A line break should be introduced here

(i) any loss of use (including, without limitation, loss of use or the cost of use of property, equipment, materials and services including without limitation, those provided by contractors or subcontractors of any tier or by third parties), loss of profits or anticipated profits; loss of product; loss of business; business interruption; loss of or deferral of drilling rights; loss, restriction or forfeiture of licences, concession or field interest; loss of revenue, shut in, loss of production, deferral of production, increased cost of working; cost of insurance; or any other similar losses whether direct or indirect; and

(ii) any consequential or indirect loss whatsoever arising out of or in connection with the performance or non-performance of this Charter Party even if such loss is caused wholly or partially by the act, neglect, breach of duty (whether statutory or otherwise) or default of the indemnified party, and even if such loss is caused wholly or partially by the unseaworthiness of any vessel, and the Owners shall indemnify, protect, defend and hold harmless the Charterers' Group from such losses suffered by the Owners' Group and the Charterers shall indemnify, protect, defend and hold harmless the Owners' Group from such losses suffered by the Charterers' Group.

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## **B. Removal of overly complex or ambiguous language (6)**

NOTE that the excluded losses clause (ST2017) however seems to contain a mistake as the part of subclause (ii) indicated in green underlining must apply to both (i) and (ii). Users of the ST2017 form would do well to be aware of this and to amend the wording accordingly.





## C. New clauses

The drafters of the Supplytime 2017 have added standard Bimco clauses to the Contract to bring the form up to speed with the modern age. The clauses relate to:

- Compliance;
- Other new international law;
- Changes in the industry



## C. New clauses - compliance –Anti Corruption (cl. 28) (1)

The Parties agree that in connection with the performance of this Charter Party they shall each:

i) comply at all times with all applicable anti-corruption legislation and have procedures in place that are, to the best of its knowledge and belief, designed to prevent the commission of any offence under such legislation by any member of its organisation or by any person providing services for it or on its behalf; and

ii) make and keep books, records, and accounts which in reasonable detail accurately and fairly reflect the transactions in connection with this Charter Party.



## **C. New clauses - compliance –Anti Corruption (cl. 28) (2)**

NOTE that this anti-corruption clause requires procedures to be in place to prevent bribery. Such procedures can prevent management of companies from being (criminally liable) in the event that an employee commits an act of bribery. It is a requirement from the UK Bribery Act.

The book keeping provision is from the American FCPA, which provision is also contained in the OCED Bribery convention 1997.

Owners and Charterers would do well to not only agree to this clause, but to also really ensure that bribery prevention procedures are in place, compliance is enforced and bribery prevention training is followed.



## C. New clauses – compliance - Sanctions (cl. 30)

The Owners shall not be obliged to comply with any orders for the employment of the Vessel in any carriage, trade or on a voyage which, in the reasonable judgement of the Owners, will expose the Vessel, Owners, managers, Crew, the Vessel's insurers, or their re-insurers, to any sanction or prohibition imposed by any State, Supranational or International Governmental Organisation.

If the Vessel is already performing an employment to which such sanction or prohibition is subsequently applied, the Owners shall have the right to refuse to proceed with the employment and the Charterers shall be obliged to issue alternative voyage orders within 48 hours of receipt of Owners' notification of their refusal to proceed. If the Charterers do not issue such alternative voyage orders the Owners may

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## C. New clauses – compliance – designated entities (cl. 31)

The provisions of this Clause shall apply in relation to any sanction, prohibition or restriction imposed on any specified persons, entities or bodies including the designation of specified vessels or fleets under United Nations Resolutions or trade or economic sanctions, laws or regulations of the European Union or the United States of America.

Owners and Charterers respectively warrant for themselves (and in the case of any sublet, Charterers further warrant in respect of any sub-charterers, shippers, receivers, or cargo interests) that at the date of this fixture and throughout the duration of this Charter Party they are not subject to any of the sanctions, prohibitions, restrictions or designation referred to in Subclause 31(a) which prohibit or render

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## **C. New clauses – compliance – designated entities and sanctions**

The new sanctions and designated entities clauses are an indication of how the world has changed since 2005.

International laws regarding the prevention of funding of terrorism and money laundering have become of great importance.



## C. New clauses – other new law – MLC 2006 (cl. 29)

Prior to any Charterers' Personnel boarding the Vessel and upon Owners' request at any time thereafter, the Charterers shall provide written evidence, to the reasonable satisfaction of the Owners, of the Charterers' compliance with their obligations under this Clause.

Without prejudice to Subclause 14(b) (Liabilities and Indemnities – Excluded losses), the Charterers shall indemnify, protect, defend and hold harmless the Owners from any and all claims, costs, expenses, actions, proceedings, suits, demands, and liabilities whatsoever arising out of or in connection with the Charterers' failure to meet any of their obligations under this Clause, and the Vessel shall remain on hire in respect of any time lost as a result thereof.

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## **C. New clauses – changes in the industry – lay up (cl. 33)**

A detailed procedure for reaching agreement on the terms of laying a vessel up.

The BIMCO explanatory notes say that the reason for this detailed clause is that laying up modern vessels in warm lay up is a complex matter on which clear agreements should be made.





## C. New clauses – changes in the industry – fuel (cl. 10) (1)

Two options for payment:

i) The Charterers shall purchase and pay the Owners for all the fuel on board at the time of delivery at the substantiated price paid by the Owners at the last loading of fuel and the Owners shall purchase and credit the Charterers for all the fuel on board at the time of redelivery at the substantiated price paid by the Charterers at the last loading of fuel. The quantities of fuel shall be those recorded on the Vessel's delivery and redelivery surveys (see Clause 5 (Surveys, Audits and Inspections)); or

ii) The Charterers shall pay the Owners, or the Owners shall credit the Charterers, for the difference in the quantity of fuel on board between the delivery and redelivery of the Vessel by reference to the delivery and redelivery surveys (see Clause 5 (Surveys, Audits and Inspections)). In the event that the price paid by the Charterers for the quantity of fuel consumed, or credited by the Owners for fuel loaded, is a pre-agreed price, this shall be the price stated in Box 19(iii). Where the price of fuel is not pre-agreed, Box 19(iii) shall be left blank and the price shall be the substantiated price paid for the Vessel's last loading of fuel.



## C. New clauses – changes in the industry – fuel (cl 10) (2)

Clarity on amount of bunkers to remain on board on redelivery:  
Supplytime 2005 said:

in Box 19 (j) and the Vessel shall be redelivered with about the same quantity as on delivery, provided always that the quantity of fuels at redelivery is at least sufficient to allow the Vessel to safely reach the nearest port at which fuels of the required type or better are available.



## C. New clauses – changes in the industry – fuel (cl 10) (3)

Supplytime 2017 says:

Upon redelivery – The Vessel shall be redelivered with no less fuel on board than the quantity required by the Vessel to reach, at economical speed, the nearest port where fuel of the specification and grade as stated in Box 19(iv) is available.

This change is meant to remove perceived ambiguity in the ST2005 clause.



## **C. New clauses – changes in the industry – fuel (cl 10) (4)**

The system of taking and keeping samples has been changed.

The clause does not say how long samples should be kept. This is something that parties may want to add to the ST2017.

There is a dispute resolution mechanism for disputes about fuel (see next slide)



## C. New clauses – changes in the industry – fuel (cl 10) (5)

between the Owners, the Charterers and the suppliers. If any claim should arise in respect of the quality or specification or grades of the fuel supplied, the samples of the fuel retained as aforesaid shall be analysed by a qualified and independent laboratory, jointly appointed by the Parties, whose analysis as regards the characteristics of the fuel shall be binding on the Parties concerning the characteristics tested for. If one or more of the fuel samples are found not to be in compliance with the specification as agreed in the paragraph above, the Charterers shall meet the cost of this analysis, otherwise the same shall be for the Owners' account.

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## C. New clauses – changes in the industry – audits (cl 5.b.)

Audits and inspections – Prior to delivery the Owners shall provide the Charterers with such information and documentation as the Charterers may reasonably require to conduct a vessel audit, survey or inspection, upon reasonable notice.

(...)

This clause is in addition to the survey to establish quantity of bunkers, conditions of tank etc.

The purpose of the clause is to ensure that the Vessel can go promptly on hire at delivery without disputes as to compliance of the Vessel with Annex A etc. preventing delivery.



## D. Maintenance days (1)

(i) Maintenance – Notwithstanding Subclauses 13(a) and 13(c)(ii), the Owners shall be entitled to twenty-four (24) hours on hire per month or pro rata, which shall be cumulative, from the commencement of the charter period for the purposes of maintenance, survey, repair and dry-docking (Maintenance Days). During any such Maintenance Days, the Charterers' obligations under Subclause 9(a) (Charterers to Provide) shall be suspended.

Using, or not using Maintenance Days shall be the Owners decision alone and they shall give the Charterers reasonable notice of their intention to use such days and how many. Hire shall not be payable for accumulated Maintenance Days not used by the Owners. However, hire for any Maintenance Days which, at the Charterers' request, have not been used shall be payable on redelivery or earlier termination of the Charter Party.



## D. Maintenance days (2)

Consequences of these changes in the maintenance days clause are

- The change should now prevent discussion arising about whether downtime is maintenance time or breakdown;
- Owners' bonus at the end of the charter for unused maintenance days is gone;
- Unscrupulous owners could request maintenance time when they know Charterers' operations make it impossible. In that manner they could still cash in on the maintenance days.





## F. Notice mechanism for termination for default (1)

Because of an arbitration decision in the UK it was felt in the industry that the content of the notices required by clause 31.b. (termination for cause) was unclear. That clause says:

(b) For Cause. - If either party becomes informed of the occurrence of any event described in this Clause that party shall so notify the other party promptly in writing and in any case within 3 days after such information is received. If the occurrence has not ceased within 3 days after such notification has been given, this Charter Party may be terminated by either party, without prejudice to any other rights which either party may have, under any of the following circumstances:



## F. Notice mechanism for termination for default (2)

In Supplytime 2017 the notice mechanism for termination has been redrafted (cl 34.b.)

If any of the events listed in subclauses (i)-(vi) ("Termination Event") occur, either party in respect of the events listed in subclauses (i), (ii), (iv) and (v), and the non-defaulting party in respect of the events listed in subclauses (iii) and (vi), may give written notice of its intention to terminate this Charter Party unless the Termination Event is remedied within fourteen (14) days of receipt of the notice by the other party. If the Termination Event has not been so remedied then the notifying party may terminate this Charter Party with immediate effect upon giving written notice of termination latest within three (3) days of expiry of the 14 days' notice.

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## **F. Notice mechanism for termination for default (3)**

The ST2017 wording therefore now makes clear what the notice must contain.

A right to rectify during a period of 14 days has been introduced.

The 14 day period seems long.

The good thing (for charterers) is that the obligation to remedy is absolute. It is a lot stronger than the obligation to merely “initiate reasonable steps within 48 hours to remedy” which was all that was required to prevent termination for breakdown under clause 31.b.v. Supplytime 2005 (see next page).



## F. Notice mechanism for termination for default (4)

Clause 31.b.v. (ST2005) gave either party has the right to terminate if:

Breakdown. - If, at any time during the term of this Charter Party a breakdown of the Owners' equipment or Vessel result in the Owners being unable to perform their obligations hereunder for a period exceeding that stated in Box 33 and have not initiated reasonable steps within 48 hours to remedy the non-performance or provided a substitute vessel pursuant to Clause 21.

This clause therefore makes it virtually impossible for a Charterer to terminate for breakdown. For a charterer this is a big downside of the ST2005 form.



## Breakdown, suspension of payment and termination (1)

Another problem for Charterers with the ST2005 breakdown mechanism is that : termination and suspension of hire clauses relating to breakdown (clause 13a (left) and 31.b.v. (right) are not aligned:

### Suspension of Hire

(a) If as a result of any deficiency of Crew or of the Owners' stores, strike of Master, Officers and Crew, breakdown of machinery, damage to hull or other accidents to the Vessel, the Vessel is prevented from working, no Hire shall be payable in respect of any time lost and any Hire paid in advance shall be adjusted

Breakdown. - If, at any time during the term of this Charter Party a breakdown of the Owners' equipment or Vessel result in the Owners being unable to perform their obligations hereunder for a period exceeding that stated in [Box 33](#) and have not initiated reasonable steps within 48 hours to remedy the non-performance or provided a substitute vessel pursuant to [Clause 21](#).

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## **Breakdown, suspension of payment and termination (2)**

NOTE that “breakdown of equipment” is not mentioned in ST2005.

In the past, a common defence of Owners against offhire for breakdown, was to argue that the system that had broken down was not “machinery” (Supplytime 2005, clause 13.a.). Therefore, no right for the Charterers to suspend payment of hire if e.g. the DP system is not functioning.

However, in ST2005 breakdown of equipment does allow termination (if Owners do not initiate reasonable steps).

It is my view that the ST2005 clause 13a and 31.b.v system is a very unhappy and defective system indeed.



## **Breakdown, suspension of payment and termination (3)**

In ST2017 the definition of breakdown in the clause allowing suspension of hire (cl. 13.a., called off-hire in ST2017) has now been widened with the words “breakdown of equipment”. This widening of the definition is intended to also include, for example, breakdown of DP systems.

In ST2017 suspension of hire (“off-hire”) and connected termination are governed by clauses 13.a. and 34.d. Supplytime 2017. Those clauses say:



# Breakdown, suspension of payment and termination (4)

## Clause 13.a. Supplytime 2017

Off-hire and exceptions – If as a result of any deficiency of Crew or of the Owners' stores, strike of Crew, breakdown of machinery and/or equipment (excluding any equipment installed on the Vessel by the Charterers pursuant to Clause 4 (Structural Alterations and Additional Equipment), damage to hull or other accidents to the Vessel, the Vessel is prevented from working, no hire shall be payable in respect of any time lost and any hire paid in advance shall be adjusted accordingly provided always however that hire shall not cease in the event of the Vessel being prevented from working as aforesaid as a result of:





## Breakdown, suspension of payment and termination (4) ST2017, Clause 13.a. (off-hire (known as suspension of hire in ST2005))

Off-hire and exceptions – If as a result of any deficiency of Crew or of the Owners' stores, strike of Crew, breakdown of machinery and/or equipment (excluding any equipment installed on the Vessel by the Charterers pursuant to Clause 4 (Structural Alterations and Additional Equipment), damage to hull or other accidents to the Vessel, the Vessel is prevented from working, no hire shall be payable in respect of any time lost and any hire paid in advance shall be adjusted accordingly provided always however that hire shall not cease in the event of the Vessel being prevented from working as aforesaid as a result of:



# Breakdown, suspension of payment and termination (5)

## Clause 34.d. Supplytime 2017 (termination for off-hire)

**Off-hire** – In the event the Vessel is off-hire under this Charter Party due to events stated in Subclause 13(a) (Off-hire – Off-hire and exceptions) for:

- (i) a single consecutive period which exceeds that stated in Box 32(i) including any extensions which have been declared; or
- (ii) combined periods which exceed that stated in Box 32(ii) in aggregate including any extensions which have been declared,

and the Owners have not provided a substitute vessel pursuant to Clause 21 (Substitute Vessel), this Charter Party may be terminated by the Charterers by giving notice in accordance with Clause 38 (Notices) without prejudice to any other rights which either party may have under this Charter Party.



## **Breakdown, suspension of payment and termination (6)**

So:

Contrary to ST2005, but in accordance with Supplytime 1989, Owners have to now actually remedy the breakdown. Reasonable steps (ST2005) no longer suffice. Clearly, this is a rebalancing of the contract back in favour of Charterers.

The problem of breakdown of electronic systems (not being machinery) has apparently been resolved by the introduction of the term “breakdown of equipment”. In both the off-hire and termination clause.

The off-hire events allowing suspension and termination have been aligned.



## **Breakdown, suspension of payment and termination (7)**

All in all the amendments of the breakdown system that was contained in ST2005 clauses 13.a. and 31.b.v and are now contained in ST2017 clauses 13.a. and 34.d. are a vast improvement.



## Applicable law and arbitration (1)

- English law or Dutch law?
- Arbitration in Holland or in London?
- LCIA, ICC, LMAA and TAMARA arbitration

The institutions of discovery and multi-day hearings make London arbitration vastly more costly than arbitration under Dutch procedural law.



**Thank you very much for your attention!**

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