

Piracy Clause for Consecutive Voyage Charter Parties and COAs 2013

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(a) If, in the reasonable judgement of the Master and/or the Owners, any port, place, area or zone, or any waterway or canal (hereinafter “Area”) on any part of the route which is normally and customarily used on a voyage of the nature contracted for is dangerous to the Vessel, cargo, crew or other persons on board the Vessel due to any actual, threatened or reported acts of piracy and/or violent robbery and/or capture/seizure (hereinafter “Piracy”), whether such risk existed at the time of entering into this Charter Party or occurred thereafter, the Owners shall be entitled to take a reasonable alternative route to the discharging port and, if they so decide, immediately give notice to the Charterers that such route will be taken. In respect of consecutive voyages the Owners shall be entitled to take a reasonable alternative route to the loading port in accordance with the provisions of this Clause. Should the Vessel be within any such place as aforesaid which only becomes dangerous after entry, it shall be at liberty to leave it.

(b) In any event, if the Vessel proceeds to or through an Area exposed to the risk of Piracy the Owners shall have the liberty:

(i) to take reasonable preventative measures to protect the Vessel, crew and cargo including but not limited to re-routeing within the Area, proceeding in convoy, using escorts, avoiding day or night navigation, adjusting speed or course, or engaging security personnel and/or deploying equipment on or about the Vessel (including embarkation/disembarkation);

(ii) to comply with the requirements of the Owners’ insurers under the terms of the Vessel’s insurance(s);

(iii) to comply with all orders, directions, recommendations or advice given by the Government of the Nation under whose flag the Vessel sails, or other Government to whose laws the Owners are subject, or any other Government, body or group (including military authorities) whatsoever acting with the power to compel compliance with their orders or directions; and

(iv) 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.

(c) Costs

(i) If in accordance with Sub-clause (a) the Owners take an alternative route, they shall be entitled, if the total extra distance exceeds one hundred (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 taking into consideration any savings or adjustments made by using this alternative route;

(ii) If the Vessel proceeds to or through an Area where due to risk of Piracy additional costs are incurred by Owners, including but not limited to additional personnel and preventative measures to avoid piracy attacks, then half such costs shall be reimbursed by the Charterers to the Owners;

(iii) If the Vessel proceeds to or through an Area exposed to risk of Piracy, the Charterers shall reimburse to the Owners half of any additional premiums required by the Owners' insurers and half the cost of any additional insurances that the Owners reasonably require in connection with Piracy Risks which may include but not be limited to War Loss of Hire and/or maritime K&R;

(iv) All payments arising under Sub-clause (c) shall be settled within fifteen (15) days of receipt of Owners' supported invoices or on completion of discharge, whichever occurs first.

(d) If the Vessel is attacked or seized as a result of Piracy any time so lost shall be shared equally between the Owners and the Charterers. The Charterers shall pay the Owners an amount equivalent to half the demurrage rate for any time lost as a result of such attack or seizure. Such payments shall fall due day by day and be payable latest fifteen (15) days after receipt of the Owners' invoice or on completion of discharge, whichever occurs first. If the Vessel is seized the Owners shall keep the Charterers closely informed of the efforts made to have the Vessel released.

(e) This Clause shall be incorporated into any bill of lading, waybills or documents evidencing contracts of carriage (hereinafter "Contracts of Carriage") issued pursuant to this Charter Party. The Charterers shall indemnify the Owners against all consequences or liabilities that may arise from the Master signing Contracts of Carriage as presented to the extent that the terms of such Contracts of Carriage impose or result in the imposition of more onerous liabilities upon the Owners than those assumed by the Owners under this Clause.

(f) If in compliance with this Clause anything is done or not done, such shall not be deemed a deviation, but shall be considered as due fulfilment of this Charter Party. In the event of a conflict between the provisions of this Clause and any implied or express provision of the Charter Party, this Clause shall prevail.

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