



*The practical voice of shipping*

# TIME CHARTERS MASTERCLASS

*This BIMCO Masterclass is designed to provide you with a comprehensive understanding of the principles of time chartering. The course will use case studies as the primary learning tool to allow you to develop a knowledge of the practical aspects of time chartering and its application in the daily operation of vessels.*

**Rotterdam, The Netherlands**

**6–7 March 2025**

 **TRAINING**

The BIMCO Training logo features a square icon with a white-to-blue gradient on the left, followed by the word "BIMCO" in a small, white, sans-serif font, and the word "TRAINING" in a large, white, bold, sans-serif font.

## DAY 1

### The practical aspects of time chartering

09:00–09:30

#### Introduction to the documentary work of BIMCO:

- Drafting BIMCO standard contracts and clauses
- Update on BIMCO contracts and clauses
- The EEXI Transition Clause for Time Charter Parties 2021
- EU ETS Allowances Clause for Time Charter Parties 2022
- CII Operations Clause for Time Charter Parties 2022.

09:30–10:30

#### Walkthrough of the most common forms in dry/wet and their unique characteristics:

- BIMCO-approved forms:
  - ◇ NYPE 1946, 93, 2015
  - ◇ BALTIME 1939 (as revised 2001)
  - ◇ GENTIME
  - ◇ BPTIME 3
  - ◇ BIMCHEMTIME 2005
  - ◇ GASTIME.
- Other forms:
  - ◇ SHELLTIME 4
  - ◇ EXXONMOBIL TIME 2000
  - ◇ ASBATIME.

10:30–10:50

*Break*

10:50–12:15

#### The duties of the owner:

- The owner's duty is to provide a seaworthy ship and care for the cargo:
- What is unseaworthiness?
- The nature of the shipowner's duty to comply with the charter party description
- The effect of the Hague/Hague-Visby Rules on these duties.
- The owner's duty to comply with legitimate employment orders:
- Understanding the mechanics of employment clauses and the right and obligations of both the charterer and owner
- The difference between "employment" and "navigation"
- Orders which may affect safety and seaworthiness.

12:15–13:15

*Lunch*

13:15–14:00

#### Duty of the charterer to nominate safe port(s):

- Definition of a safe port in the context of time chartering
- Importance of the charterer's duty to nominate safe ports
- Overview of relevant legal clauses and regulations (eg, Hague-Visby Rules)
- Charter party terms related to the nomination of safe ports
- Common disputes related to unsafe port nominations.

14:00–14:20

*Break*

14:20–15:30

**Description of the vessel and performance claims:**

- Compliance with the speed and performance warranties and terms
- Validity of speed and performance claims; working with evidence and documentation claims
- Enforcement of speed and performance claims; deductions from hire?
- The legal remedies for breaches of the speed and performance warranties.

15:30–17:00

**Case study:**

Participants will work in small groups on a case study to find solutions to a common commercial dispute. The trainers and participants will discuss the problems arising from the scenario and will look for input from the course participants, and jointly the trainers and participants will look for solutions to the problems and disputes in the case study.

## DAY 2

### The financial aspects of time chartering

09:00–10:15

**Time charter duration:**

- For how long can the charterer use the vessel?
- What is an illegitimate last voyage?
- Who bears the risk of delay?
- The effect of “last voyage” and “without guarantee” clauses.

10:00–10:45

**The payment of hire:**

- When is the hire due?
- What deductions are allowed?
- The importance of paying hire in full and in advance
- The right to withdraw the ship from the charterer’s service.

10:45–11:00

*Break*

11:00–11:45

**Off-hire clauses:**

- General principles
- The difference between “period” and “time lost”
- The effect of specific provisions
- The effect of adding “whatsoever”.

11:45–13:00

**Case study:**

Participants will work in small groups on a case study to find solutions to a common commercial dispute.

13:00–14:00

*Lunch*

**Other relevant issues**

14:00–15:30

**Cargo operations and cargo documentation**

- Who is responsible for cargo operations, and how can the owner and charterer best protect their commercial interests?
- The effect of the NYPE Inter-Club Agreement dealing with liability for cargo claims arising under NYPE and ASBATIME
- The importance to the charterer of obtaining the bills of lading
- The effect of a bill of lading imposing a greater liability than that imposed by the time charter
- Who has the right to determine the form of the bill of lading?
- Time charter employment orders which are in conflict with the bill of lading.

15:30–15:50

*Break*

15:50–17:00

**Case study:**

Participants will work in small groups on a case study to find solutions to a common commercial dispute.

## SPEAKERS



### Stephen Mackin

Stephen is a partner at Hill Dickinson in Newcastle, UK. He is a former mariner and now lawyer with experience, both practical and legal of all aspects and issues arising from the carriage of liquid cargoes by sea. He has been described by clients as “the lawyer you want on your right hand side in any dispute”.

Stephen gained practical tanker experience with Shell on; VLCC's, Shuttle tankers, Clean

Product tankers and LNG tankers. As a lawyer his focus and practice centres on the issues that arise from the operation of tankers; shortages, contamination, bills of lading delay and the whole range of charterparty related disputes.

Stephen's specialisms include liquid cargo related issues, sanctions applicable to the movement of oil and gas, environmental issues and particularly the development of Emissions Trading Schemes, shipmanagement – he is a member of the BIMCO SHIPMAN drafting committee.

He has a degree in Maritime Studies (BSc Hons – First), as well as the Common Professional Examination (Distinction) and the Law Society Finals (Honours).



### Sophie Pollard

Sophie is Legal Director at Hill Dickinson in Newcastle, UK. She advises on a wide range of contentious shipping matters, disputes arising out of charterparties, bills of lading, ship building contracts, and contracts of affreightment. She also has experience advising on general average and salvage following marine incidents.

Sophie acts for P&I Clubs, shipowners and charterers, as well as cargo owners. She advises

on all aspects of shipping and energy related matters, including those arising from the carriage of oil and gas.

She regularly advises clients in Arbitrations and High Court proceedings. Her cases are often multi-jurisdictional aspects, which involve working closely with foreign lawyers in matters such as enforcement.

She speaks regularly at conferences worldwide on shipping related issues.

## VENUE

### Novotel Rotterdam Brainpark

K.P. van der Mandelelaan 150  
3062 MB Brainpark  
Netherlands

## ORGANISER



### Peter Grube

Peter Grube is Head of Training in BIMCO, responsible for developing and delivering BIMCO courses and seminars world-wide. He joined BIMCO's Support & Advice department in 1990 and was later appointed Marketing & Sales Director for membership and products, responsible for promoting and driving forward BIMCO's global position as a leading membership and shipping interest organisation. Prior to joining BIMCO he worked at a shipowning office in Copenhagen, as well as a Sale & Purchase broker in Greece. He is a graduate from the Danish School for International Marketing & Export and is a Chartered Shipbroker (FICS). He holds a Master's in Education and Learning from Roskilde University (RUC).

## For more information, please contact:

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