Introducing INTERTANKO’s Commentary on BPVOY5

Mr Stefanos Karakelkes
Senior Manager Gas(LPG)
BPVOY4 in use for almost 20 years (introduced in 1998).

BP changed the form over the years introducing additional clauses and amending existing ones.

In March 2016, BP launched the BPVOY5 to update, simplify and consolidate BPVOY4 and additional clauses.
The development of this commentary was in direct response to a demand by the Members.

Developed by INTERTANKO’s Documentary Committee under the Guidance of Ms Michele White (General Counsel of the association) and Ms Anne Liversedge (Director and Legal Counsel at Teekay).

INTERTANKO’s Documentary Committee members are drawn from INTERTANKO’s Members and Associate Members ranging from Owners, Charterers, Brokers, Lawyers, P & I Club Executives and Academics.
Main Goals of the publication

- Identify legal and practical aspects of changes, additions, deletions to BPVOY4.
- Highlight key areas even if unchanged
- Provide alternatives if changes are needed
- Provide guidance for Master and operators
Format of the Publication

Main Commentary - Clause by clause analysis of BPVOY5

- Preamble
- Interpretation and Definitions
- Part 1
- Part 2 – Clauses 1-61
Format of the Publication

- Appendices
  - Compilation of all suggested amendments/deletions
  - Suggested Additional Clauses
  - Guidance for Masters and Operators
  - Full text of BPVOY4 and BPVOY5
Chapter 10. Notice of Readiness

10 Notice of Readiness (BP VOY 4 Clause 6)

10 Notice of Readiness (NOR)

10.1 Upon arrival at the vessel at each loading or discharging port the Master or Agent shall tender NOR to Charterer or their order when the vessel is ready in full respect of Charterers’ orders in accordance with the provisions of this Chapter. Such NOR may be tendered either by mail, notice or telephone, but if NOR is tendered by mail or telephone it shall be confirmed promptly by mail. Owners shall provide Charterers with a NOR Certificate signed by the Master and a Terminal Representative.

Clause 10.4 lists the conditions that must be met before any validly tendered NOR may be ‘effective’. Note the provision at Clause 10.4(c) which requires a US Coastguard Vessel Examination Certificate (COC) to have been issued for US port calls and the further provisions regarding the COC in Clause 10.6. Owners may wish to amend Clause 10.4(c) so that time counts except for the time the authorities use to conduct the COC inspection. Such delay may arise for example due to non-availability of an inspector. This is a common cause of dispute. Only the time taken for the actual inspection and renewal of the COC should be excluded from the laytime/demurrage calculation. Owners may wish to provide for the case where a COC waiver has been granted allowing the Vessel to perform cargo operations.

With no ‘berth or no berth’ provision in relation to giving notice, as with BP VOY 4, the inclusion of ‘berth’ in the definition of port under BP VOY 5 makes this a port charter. Note that there is still no provision for time to run if the anchorage or another waiting area is outside rather than within the port.

Clause 10.1, surprisingly now requires NOR to be tendered by e-mail and not telegraph. However, note that this is still the only written alternative, so a physical document handed over by the Master will not do. Owners should ensure the Voyage Orders include an e-mail address to which the NOR must be sent.

Leading the way; making a difference
Clause 10

10.1 Line 241 after ‘Master and’ before ‘a Terminal’ insert ‘where possible by’
10.1 Lines 242-4 delete from ‘If the Master’ to end
10.4 Line 262 after ‘issued’ insert ‘or where a COC waiver has been granted allowing the Vessel to perform cargo operations. All time spent waiting for COC inspection to count in full’
10.5 EITHER
10.5 delete in full

OR

10.5 Lines 269-272 delete from ‘Without prejudice’ to end
10.6 EITHER
10.6 Line 274 after ‘then’ delete to end and replace with ‘only time lost for actual inspection and renewal of the COC not to count as laytime or demurrage. Once the Vessel passes inspection and the COC is issued, the original NOR tendered shall become effective and time shall count from the tender of the original NOR’.

OR

10.6 delete in full
**Clause 10.1** unsurprisingly now requires NOR to be tendered by e-mail and not telex. However, note that this is the only written alternative, so a physical document handed over by the Master will not do. Owners should ensure the Voyage Orders include an e-mail address to which the NOR must be sent. Masters should not neglect the following requirements:

1. Owners must provide Charterers with a NOR Certificate signed by the Master and a Terminal Representative. If a shore signature is not obtainable, a relevant Letter of Protest must be issued recording the failure of the Terminal to sign.

2. If Free Pratique is required at the Port and has not been granted at the time of the tender of NOR, the Master must issue another Letter of Protest. This will enable laytime to commence.

3. The Master must re-tender NOR when Free Pratique is granted. If he does not do so, then time from the grant of Free Pratique until either re-tender of NOR or commencement of loading or discharge (whichever is earlier) will not count.

4. For US ports, if the Vessel does not have a valid COC on arrival, the Master must also re-tender NOR upon receipt of COC certificate.
1st edition will be available for order end of October 2016.

All of our members will receive one free copy as per INTERTANKO policy.

Further copies will be available through our website for the price of 150$ Members/300$ Non Members.

Further Member input welcome!!
Thank you

Stefanos Karakelles
INTERTANKO Senior Manager, Gas (Secondee)  London office: St Clare House, 30-33 Minories, London EC3N 1DD, UK
T: +44 (0)20 7977 7037 (Dir)  T: +44 20 7977 7010 (S/B)
M: + 44 (0)7885897522  M(2): +30 69 55 666 423
E: Stefanos.Karakelles@intertanko.com