

A comparison of specialised Charterparty Clauses that may be relevant in the context of Covid-19

This Table is provided as an overview for comparison only.

Clause	Trigger	Can the Charterer order the ship to an affected region?	Does the ship have to go to the discharge port?	Can the ship leave the discharge port?	Does the Charterer have to give fresh orders?	Can the ship discharge in another port?	Is the ship off-hire while at the area of risk?	Is the charterer liable for extra costs etc.?	Is there residual liability after re-delivery?	Is incorporation of the clause required?*	Could a redirection of the ship amount to deviation?
BIMCO-TC 2015	Risk of exposure to disease / restrictions	No	No	Yes	Yes	Yes ¹	No	Yes	Yes	Yes	No
BIMCO-TC 2022	Risk of exposure to disease with preventative measures	No	No	Yes	Yes	No	No, unless shipowner's fault	Yes, unless shipowner's fault	No	Yes	No
BIMCO-VC 2015	Risk of exposure to disease / restrictions	No	No	Yes	Yes	Yes ¹	Laytime + demurrage	Yes	Unclear	Yes	No
INTERTANKO-TC	Risk of exposure to Covid-19	No	No	Yes	Yes	Yes ²	No	Yes	Yes	Yes	No
INTERTANKO-VC	Risk of exposure to Covid-19	No	No	Yes	Yes	Yes ²	Laytime + demurrage	Yes	Yes	Yes	No
T/C P&I CDC Voyage	Contagious disease prevalent and well publicised	Yes	Yes	No	No	No	L+D As per contract	No	No	No	Yes
T/C P&I CDC Time	Contagious disease prevalent and well publicised	Yes	Yes	No	No	No	Off-hire	No	No	No	Yes
T/C/ P&I ACDC	Risk of Exposure to disease or restrictions but WHO standards	No (objective standards)	Yes -but (objective standards)	Yes	Exercise reasonable endeavors	No (unless fresh orders)	As per contract	Yes	No	No	No

¹ No limitation on the port if the Charterers delay the orders for more than 48h.

² Following requested charterers' orders. Failure to provide such orders likely to be a repudiatory breach of contract.

*This includes incorporation on any sub-chartering and any bills of lading issued under the charterparty or any subcharter.

Note that:

- The triggering of each clause is subject to different conditions. Some are triggered on the risk assessed by the reasonable judgment of the master/owner, others by reference to WHO evaluations.
- Some clauses apply only to Covid-19 others have broader application.
- In all cases the specific wording used should be carefully considered.
- Each clause should be considered within the contractual context and the factual matrix at the time of the fixture.

The clauses can be found at:

- Charterer's Club Contagious Disease Clauses at <https://www.themecogroup.co.uk/charterers-liability-insurance/publication/covid-19-qa/>
- BIMCO Infectious or contagious diseases clause for VOYAGE CP 2015 https://www.bimco.org/contracts-and-clauses/bimco-clauses/current/infectious_or_contagious_diseases_clause_for_voyage_charter_parties_2015.
- BIMCO Infectious or contagious diseases clause for TIME CP 2015 - Available at https://www.bimco.org/contracts-and-clauses/bimco-clauses/current/infectious_or_contagious_diseases_clause_for_time_charter_parties_2015.
- BIMCO Infectious or contagious diseases clause for TIME CP 2022 - Available at https://www.bimco.org/contracts-and-clauses/bimco-clauses/current/infectious_or_contagious_diseases_clause_for_time_charter_parties_2022.
- INTERTANKO COVID-19 Clause Voyage CP - Available at <https://www.intertanko.com/info-centre/model-clauses-library/templateclausearticle/intertanko-covid-19-coronavirus-clause-voyage-charterparties>.
- INTERTANKO COVID-19 Clause Time CP - Available at <https://www.intertanko.com/info-centre/model-clauses-library/templateclausearticle/intertanko-covid-19-coronavirus-clause-time-charterparties>.