

LNG FUEL GAS-FREEING AND COOL-DOWN CLAUSE

BACKGROUND

LNG fuelled ships may need to gas-free their tanks from time to time. Since this is a special requirement for LNG fuelled ships, a bespoke clause has been developed. Gas-freeing is not a common operation and is needed only under certain circumstances such as inspection, dry-docking or survey.

BIMCO LNG Fuel Gas-freeing and Cool-down Clause for Time Charter Parties

(a) If the Vessel is required to gas-free her LNG fuel tank(s) for any purposes (including without limitation for inspection, surveying, drydocking, maintenance or repair) then subject to reasonable prior notice being given by the Owners to the Charterers, the Charterers shall accommodate any requests from the Owners for the quantities:

(i) of LNG fuel remaining onboard to be consumed and/or, if more than one LNG fuel tank, consolidated; and

(ii) of LNG fuel (and any other fuel, if applicable) to be delivered to the Vessel to be adjusted,

such that the Vessel shall have sufficient fuel to allow it safely to reach the place of such inspection, survey, drydocking, maintenance or repair, with all pumpable quantities of LNG fuel consumed (or consolidated if applicable) prior to arrival at such place.

(b) Provided that the requirement to gas-free and/or inert the Vessel's LNG fuel tank(s) does not arise from or in connection with either the orders of or any breach of the Charter by the Charterers:

(i) the expense of any inerting and/or gas-freeing of the LNG fuel tank(s) and any LNG fuel consumed or otherwise lost for the purpose of such inerting and/or gas-freeing shall be for the Owners' account; and

(ii) if the Vessel is then returned to the Charterers' service with LNG fuel tank(s) not gassed-up and cooled-down, the Vessel shall be off-hire during any time lost by gassing-up and cooling-down the LNG fuel tank(s) ready to load LNG fuel at the next loading of LNG fuel.

(c) If the requirement to inert and/or gas-free the Vessel's LNG fuel tank(s) arises from or in connection with either the orders of or any breach of the Charter by the Charterers, the expenses described in (b)(i) above shall be for the Charterers' account and the Vessel shall not be off-hire under (b)(ii) above.

(d) If at any time during the term of the Charter the Vessel is required to gas-up or cool-down its LNG fuel tank(s), Charterers shall provide any LNG fuel and inert gas needed for such purposes. Such LNG fuel and inert gas shall be for Charterers' account except where the need arises:

(i) in the circumstances in (b)(ii) above; or

(ii) as a result of a breach of the Charter by and/or fault on the part of the Owners that prevented the Vessel from conducting LNG bunkering operations when required by Charterers to do so,

in which case such LNG fuel and inert gas shall be for Owners' account.