

BIMCO Infectious or Contagious Diseases Clause for Time Charter Parties 2022

(a) For the purposes of this Clause:

“Disease” means a highly infectious or contagious disease that may cause serious illness to humans.

“Preventative Measures” means all reasonable, applicable and available measures to prevent exposure to the Vessel, its crew or other persons on board to a Disease.

“Risk of Exposure” means a risk of exposure to a Disease which arises or substantially increases at a port or place nominated by the Charterers which in the Owners’ reasonable judgement cannot be avoided by Owners/Master taking Preventative Measures, whether such risk of exposure existed at the time of entering into this Charter Party or occurred thereafter.

“Exposure Risk Notice” means a written notice from the Owners to the Charterers of a Risk of Exposure that includes supporting evidence thereof.

(b) The Owners/Master shall take Preventative Measures in relation to the Vessel throughout the currency of this Charter Party.

If costs for such Preventative Measures during the currency of the Charter Party exceed US\$[] such excess costs shall be for the Charterers’ account (if left blank then all costs shall be for the Owners’ account).

(c) If, in connection with a Disease, the Vessel is quarantined, refused admission at any port or otherwise delayed, the Vessel shall remain on hire during such time and the Charterers shall be liable for any direct losses, damages and/or expenses incurred by the Owners during the currency of this Charter Party.

However, if any such quarantine, refused admission or delays are caused by the Owners’ acts or omissions or arise due to the Vessel’s activity prior to this Charter Party, the Vessel shall be off-hire for any time lost and the Owners shall be liable for any direct losses, damages and/or expenses incurred by the Charterers as a result.

(d) The Vessel shall not be obliged to proceed to, continue to or remain at a place where in the Owners’ reasonable judgement there is a high risk from a Disease to the crew or other persons on board the Vessel which cannot be prevented by taking Preventative Measures.

Where the Owners decide not to proceed to, continue to or remain at a place as above and provided they have given the Charterers an Exposure Risk Notice:

(i) the Owners shall request new voyage orders from the Charterers which the Charterers shall, subject to their redelivery obligations and any other terms of this Charter Party, issue within a reasonable time.

(ii) Pending such instructions, the Vessel shall have the right to proceed to the nearest safe waiting place.

(iii) The Vessel shall remain on hire during such period and the Charterers shall indemnify the Owners for any costs, expenses or liabilities incurred by the Owners in relation to claims from holders of bills of lading as a consequence of the Vessel waiting for and/or complying with the alternative voyage orders.

(e) When acting in accordance with any of the provisions of this Clause anything is done or not done, such shall not be deemed to be a deviation, but shall be considered as due fulfilment of this Charter Party.

(f) The Charterers shall procure that the provisions of this Clause are incorporated into all sub-charters, bills of lading, waybills or other documents evidencing contracts of carriage that are issued in relation to this Charter Party.