



**5<sup>th</sup> run in Asia!**

# **OSV Chartering & Charterparty Management With Essential Elements of Maritime Laws**

**18 – 22 July 2011, Singapore**



**MCF Training Grant is available for eligible participants.**  
Please refer to [www.mpa.gov.sg/mcf](http://www.mpa.gov.sg/mcf) for more information.



**Expert Consultant  
Jayems Dhingra  
Principal Consultant  
FSIArb, FCIArb, M.S.I.D, MBA, M. Tech (Knowledge Engineering), M. Sc.  
(Maritime Studies) B. E. (Elect), 1st Class CoC (DOT, UK)**

**Specialist in the marine, offshore and onshore oil & gas construction industry  
segments with 35 years of experience in Asia and Europe.**

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# **OSV CHARTERING AND CHARTERPARTY MANAGEMENT**

## **with Essential Elements of Maritime Laws**

18 – 22 July 2011, Singapore

### **“The timely delivery of your projects is determined by the meticulous specification of your C/P clauses and Contract administration”**

In the Offshore Oil & Gas Exploration & Production (E & P) industry, field development, hook-up, commissioning (HUIC) and production activities are dependent on the reliable availability of a fleet of Offshore Support Vessels (OSV). Not only is the availability of OSV's important, but expertise and “know how” in C/P and or Charterparty (Contract) Management is equally crucial.

Understanding the essential ingredients of contracts and mastering the applications of maritime laws applicable to your Charterparty, will equip you to identify vague or ambiguous terms, avoid dangerous and often unimagined consequences.

The 5-day individually book-able workshop has been developed as a modular but intensive workshop. It is intended to assist you in enhancing the level of understanding for important topics, such as, using Industry Defacto Standard C/P forms or customised contracts, implied commitments, issues of indemnity and liability, guarantees, gaps/ loopholes and clauses to protect your interests. This course will enable you to identify key issues fast and demonstrate some easily implementable chartering practices / policies, to accomplish the desired goal.

This hands-on workshop will take a practical approach, to sharpen your negotiation skills, when reviewing or drafting Charterparty Contracts. It is designed to help those who need a refresher on the contractual issues. For those who manage Charters and Chartering of OSVs on a daily basis and would like to be more proficient in reviewing, administering or managing their fleet / Contracts, this is a must attend training course.

#### **This Modular workshop comprises of the 5 modules:**

1. Principles of Contract Laws, International Maritime Laws and their relevance to the OSV Charters and OSV Shipbuilding Contracts
2. Contents of a Charterparty Agreement and Standard Forms for Various Types of OSVs
3. Interpretation and Implication of Each Clause in a Charterparty Form
4. Post Fixture Challenges, Exposures, Liabilities and Insurances
5. Dispute Resolution – Mediation, Litigation or Arbitration?

#### **Who Must Attend?**

OSV (AHTS, PSV, SBV, MPSV, Tugs, Barge, Rigs, Drill ships etc.) Owners, Charterers and Offshore Field Operations Managers, Commercial and Marketing Directors, Corporate Legal Counsels, Practicing Maritime Lawyers interested in OSV Sectors, Fleet Managers and Superintendents, Operations Managers, Masters, Post-fixture Managers, Investment Analysts and Offshore Credit Risk Managers of Financial Institutions  
Managers from Platform Operators and Organizations engaged in Offshore E & P Projects

#### **Attractiveness of this Training Course**

- ❖ Focused: This course is focused on interpretation and application of clauses in the various Charterparty Forms, based on special request from the OSV industry segment;
- ❖ Expert Trainer: The Course developer and the trainer is an experienced professional from within the industry;
- ❖ Real Life Case Studies: The course is driven by day to day practical issues faced by the peers;
- ❖ Role of Maritime Laws: The cases will demonstrate the influence of international conventions; and
- ❖ Methodology: Participants will be equipped with the easy to understand “Methodology for Negotiating Successful Charterparty”.

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# OSV CHARTERING AND CHARTERPARTY MANAGEMENT

## with Essential Elements of Maritime Laws

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### DAY ONE : Module – 1: Principles of Contract Laws, Maritime Laws and relevance to OSV Charters

#### 1. Introduction to Contracts and Purchase Orders

- ❖ Principles of Contract Formation
- ❖ Pre-requisites of Legally Enforceable Contracts
- ❖ Samples of Invalid Contracts
- ❖ Purchase Orders
- ❖ Terms and Conditions of Contracts

➤ **Should you consult legal professionals before drafting the Contract or before signing the Contract? Learn how to manage legal costs and ensure desired conditions of the Contract between the parties are maintained.**

#### 2. Overview of National/ State Laws and Maritime Laws

- ❖ Understanding legal system governing contracts
- ❖ Identification of Relevant Laws in Context
- ❖ How to define applicable laws?
- ❖ International Laws vs. National Laws
- ❖ Conventions and Maritime Laws for Contracts and Charter Party Agreements

➤ **Remember, laws are for maintaining harmonious relationships between parties and is not for training you to become a Lawyer!**

➤ **Learn to know the legal regimes, applicable to your business, without being a qualified lawyer!**

#### 3. Breach of Terms of the Contracts

- ❖ Defining breaches of the terms as a “term of the contract”
- ❖ Legal interpretation of breach
- ❖ Remedies for breach
- ❖ Fundamental breach
- ❖ When redress of breaches are non-enforceable

**The root cause of any dispute begins with the breach of the terms of the Contract, but how different state laws, interpret breaches? Who decides?**

#### 4. Channels of Maritime Disputes Resolution

- ❖ Forum Shopping
- ❖ What is the present day function of “Admiralty Courts”?
- ❖ Multi-party disputes
- ❖ Arbitration and its benefits

**Customized workshop:** We have not learned unless we apply to a real life situation and see the effectiveness of lessons learned! A hands-on workshop will empower you to start practicing, immediately after this module and set the stage for subsequent sessions in this course.

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### DAY TWO : Module – 2: Contents of C/P Agreement and Standard Forms for OSVs

#### 1. GETTING READY FOR A CHARTER of OSV

##### Contracts and Documentation

- ❖ OSV Specifications and Functional Requirements
- ❖ Structure of Parties to the Contract And Network of Relationships
- ❖ A brief recap of the Law of Contracts: Implications of Maritime Law, When do I have an enforceable contract? When does my contract exception become binding?
- ❖ How to select between Standard C/P Forms and Client Specific Forms of the Charter / Contract?
- ❖ Awareness of the Implied and Explicit Terms of the Contract

##### Before The Contract Breach: How To Use The Contract As A Risk Mitigation Tool And Ensure The Terms Remain Enforceable?

- ❖ The Risks & Benefits of Oral Agreements: Working Without a Net!
- ❖ Notice And Communication Obligations: Ensuring Your Practice is Conforming to The C/P
- ❖ Actual Authority Vs. Apparent Authority: Liability For Seemingly Unauthorized Acts Of Your People
- ❖ Liabilities Arising From Pre-Contract And Post Contract Communications: Formal Vs. Informal
- ❖ Resolving Conflicting or Ambiguous Contract Terms

#### 2. Overview of the “FORMS OF C/P AND CONTRACT CLAUSES”

- ❖ “SUPPLYTIME 89” Uniform Time C/P for OSV
- ❖ “SUPPLYTIME 2005” and Comparisons with SUPPLYTIME 89
- ❖ “TOWCON” (Lump sum)
- ❖ “TOWCON” (Daily Rate)
- ❖ “TOWHIRE” (Daily Hire)
- ❖ Client Designed Contracts

#### 3. Five Clauses Critical To Keep the C/P Active

- ❖ Scope of the Services
- ❖ Payment Terms: Maintaining Neutral Cash Flow
- ❖ Schedule / Delivery / NOR / Variable Rates during Standby, Breakdown or Harsh Weather: Knowing When it is Supposed to Be Applicable
- ❖ Functional Performance and Acceptance Criteria / Key Performance Measures
- ❖ Change of Instructions / Additional Exposures: The In-Scope or Out-of-Scope Disputes

#### 4. Limiting Your Liability: Five Clauses That Could Break Your Company

- i) Indemnity: The Basics, Indemnity Types, Allocating Risk with Indemnities, and Words to Watch Out for in the Clause
- ii) Limitation of Liability Clauses
  - Overall Contract Limitations: How to Address Exclusions
  - Liquidated Damages vs. Penalties
  - Mutual Waiver of Consequential Damages
- iii) Insurance: Typical Insurance Programs, Limits of Insurance and Words to Watch Out for in the Clause
- iv) Maritime Risks: Types, Responsibility Allocation; What They are and Who bears the cost of indemnity?
  - Collision
  - Pollution
  - Rescue Operations and Fire Fighting – Standby Duty
  - Safety of Client’s Personnel in Living Quarters of OSV
  - Salvage
- v) Warranties and Guarantees
  - Agreeing to the Standard of Performance
  - Term of the Warranty
  - Words and Phrases to Watch Out for in the Clause

#### Interactive Workshop: Negotiating and Signing a C/P between AHTS Owner and the Charterer

##### Theme: Successful and unsuccessful call on deviations from the “Performance Criteria” –

Case notes from the real life events shall be presented for the participants to analyze and present their arguments in favour and against the actual judgments/awards with reasons.

#### References for Day – 2

- ❖ Sample C/P Forms
- ❖ Contracts Derived from Printed Terms & Conditions on Face and Reverse of C/P
- ❖ UN Convention on “Law of the Sea” (UNCLOS 1982)

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## with Essential Elements of Maritime Laws

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### DAY THREE: Module – 3: Interpretation of Each Clause in the C/P Form

This session will take the participants through each word and phrase of the clauses in the commonly used C/P Form known as "TOWCON" (Lump Sum).

#### 1. Structure of the C/P Form

- ❖ Purpose of each clause
- ❖ Review appropriateness of the Clause in context
- ❖ Drawbacks if any, inherent in the clause
- ❖ When to edit and when not to edit
- ❖ History and experience with critical clauses

#### 2. Interpretation Session

- ❖ Whose interpretation to accept
- ❖ Which interpretation is valid
- ❖ Lessons learned from Case law reports for critical clauses
- ❖ What makes the agreed clause in the C/P, a disputed clause afterwards?
- ❖ How to overcome language barriers in international C/P agreements?

#### 3. New OSV Shipbuilding Contract Clauses:

- ❖ How to negotiate terms of Rigid Contracts of Shipbuilding Yards?
- ❖ How to safeguard against delay in delivery?
- ❖ How Minor Alterations/Missing Words Can Have Disastrous Effects?
- ❖ Change Order Management
- ❖ Potential Clauses for Termination due to change in economic environment

#### 4. Five Other Clauses You Never Cared About But Should!

The Discussions Will Include Contract Clauses Regarding:

- ❖ Actual Clauses and Phrases Imposed by well-known Oil & Gas Majors, Contractors and Subcontractors in Asia
- ❖ What to do when you have no Choice: How to Mitigate the Effect of such Clauses and Phrases?
- ❖ Alternative Clauses/ Language: Finding the Middle Ground
- ❖ Learn Whether You Will Get What the Clause Seems to Say
- ❖ Documentation: Delivery is incomplete and can lead to breach of Contract without proper documentation.

#### 5. Group Discussion on Case submitted by Participants

In this session, actual problems faced by the participants on their specific cases, will be discussed. This is a unique opportunity for the managers to seek clarifications and participate in brainstorming session without incurring high costs of advisory services.

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### DAY FOUR: Module – 4: Post Fixture Challenges, Insurances and Liabilities

#### 1. Mitigating Delays and Claims

- ❖ Interpretation of Clause where “Time is of Essence”
- ❖ Delay: Avoiding it and What you Can/Cannot do when it Happens
- ❖ Extensions of Time: When to Request Them
- ❖ Concurrent Delay: Who Takes the Blame and How Much? When consequential damages due to delays can be claimed under negligence?
- ❖ Preparation of Claims: Timeliness, Documentation, Causation and Pricing: How to Keep Your Claim from Being Denied?

#### 2. Interactive Workshop: Application of C/P Terms

**Theme: Defend the claims due to a delay, when the deadline for “NOR” has passed.**

Case study notes of an Offshore Rig Charter and a Drilling project shall be provided for participants to argue their case in two teams, one representing the Claimants and second representing the Defendants.

#### 3. Five Clauses That Will Protect You When Things Really Get Out Of Control

- i) Applicable Legal Regime: Differences in Laws, Protecting Yourself from Host Country’s conflicting or discriminating Legal Terms
- ii) Force Majeure: Protecting Yourself from the Unexpected
- iii) Violations of Law: Protecting Yourself from Bribery and Corruption and Other Illegal Acts
- iv) Dispute Resolution by Litigation or Arbitration
  - Dispute Resolution Methods and Forums
  - Litigation, Arbitration and Other Techniques
  - The Importance of Venue and Governing Law: Where To Arbitrate and Under Whose Rules
  - Forum Shopping
  - Admiralty Courts
- v) Termination
  - When to Terminate: The Right Time and the Wrong Time
  - When You are the Terminator: How to Terminate
  - When You are the Party About to be Terminated: Avoiding Termination

#### 4. Drafting Claims

- ❖ Guidelines for drafting routine claims and invoices
- ❖ Claims to be Contractually enforceable
- ❖ Substantiation of additional claims
- ❖ Claims for unexpected events
- ❖ Defending your claim

➡ **The Post Fixture Executives are the key for successful conclusion of the contracts as well as can be termed as prime source of disputes! How you could avoid negative perceptions?**

#### 5. Insurance Claims and Uncertainties

- ❖ Commonly Available Insurance Covers and Standard Clauses
- ❖ Which Insurance Cover will protect you when?
- ❖ Uncertainties in validity of claims
- ❖ Substantiation of Claims
- ❖ Claim against whose insurance policy Charterer or Shipowner?

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### DAY FIVE: Module – 5: Dispute Resolution – Mediation, Litigation or Arbitration?

#### Interactive Workshop – 3: Most Commonly Observed Causes of Disputes

##### Theme: Contract Issue-Spotting for Offshore Services Sub-Contract

- a. Using the tips learned during the sessions, participants form teams to review draft contract clauses and spot unacceptable clauses, risky phrases, ambiguities and conflicting interpretations
- b. Learn contract search techniques and how to use pocket guides to quickly identify dangerous words and phrases in contracts.

#### 1. Arbitration Process

- ❖ Drafting and Interpreting Arbitration Clause
- ❖ Commencement of Arbitration
- ❖ Arbitration Proceedings
- ❖ Role of Parties and Counsels
- ❖ Enforcement of Arbitration Award


#### 2. Dispute Management as an extension of the Project Management

This is a consultative session for participants, who would submit their case for deliberations and developing a dispute resolution management strategy.

#### 3. Managing Costs of Arbitration

- ❖ Types of Costs and who pays first
- ❖ How the award for Costs is determined
- ❖ Which costs are non-recoverable
- ❖ Can the costs be fixed?
- ❖ What happens when costs exceeds the amount in dispute?

Share your experiences with the practitioner and get answers to your burning questions of the daily life.

 Share your experience with the practitioner and get answers to your burning questions of the daily life

#### References – 2

- ❖ Model Law on Arbitration
- ❖ UNCITRAL Arbitration Rules
- ❖ Malaysian Contracts Act 1950
- ❖ Malaysian Arbitration Act 2005
- ❖ Thai Arbitration Act B.E. 2545 (2002)
- ❖ TAI Rules
- ❖ CIETAC Rules 2005
- ❖ Singapore International Arbitration Act 2002,
- ❖ (NYC 1958) UN Convention on Enforcement of International Arbitration Awards
- ❖ Time Limitation Convention for Maritime Claims

Course registration begins at 8:30am on Day 1. The course will commence at 9am on both days. There will be breaks for mid-morning refreshments, lunch, and mid-afternoon refreshments. The course will end by 5pm on both days.

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### About your expert facilitator:

#### JAYEMS DHINGRA



Jayems Dhingra is the practising Management Consultant and Arbitrator with specialisation in the marine, offshore and onshore oil & gas construction industry segments. Over a 35-year period, Jayems has worked and consulted among other industries; longest with heavy engineering & construction industries encompassing major oil and gas engineering construction yards and shipyards engaged in Offshore Modules fabrications & Ship Repairs in Asia and Europe.

In the recent past Jayems has been associated with development of a “Heavy Engineering Yard” from within a traditional Shipyard. He played a lead role in development of Project Management Systems, Marketing Plans, Supply Chain Management, Subcontractor administration, employee development and new products development related initiatives besides expansion to be a recognized FPS conversion yard and LNG Tankers repairs specialist yard.

Jayems also held positions of Managing Director, General Manager, Senior Manager with companies from construction industry (M & E segment), heavy engineering fabrications, manufacturing, and marine & offshore services, where he was responsible for projects related to works on Offshore Vessels refurbishment, FPSO Conversions, Gas Tanker Repairs, Process Modules engineering, Lateral Gas/Oil Pipelines’ and other construction related works. As a result of the wide exposure to complex and multiple mega projects, Jayems has developed special programs in managing geographically dispersed international projects.

Jayems graduated with a Bachelor’s degree in Electrical Engineering, MBA in General Management, Master of Technology in Knowledge Engineering and Master of Science in Maritime Studies. He holds professional qualifications in marine, including the Chief Engineer’s First Class Certificate of Competency.

Jayems is further qualified for appointment as Arbitrator and undertakes assignments of contract reviews, dispute resolutions and ADR matters. He is registered as Fellow, Singapore Institute of Arbitrators ‘Fellow’, Chartered Institute of Arbitrators, UK (‘FCI Arb’) and Member, Singapore Institute of Directors (M.S.I.D.).

### About **petroEDGE**

The core competencies of professionals in the Maritime and Oil & Gas industry are constantly evolving. To meet this ever growing gap, PetroEdge in-house training provide targeted up- to-date, practical and technically sound training solutions that enable engineers to be continuously relevant in industry.

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# REGISTRATION FORM

<b>SINGAPORE</b>	<b>EARLY BIRD</b> ✓	<b>NORMAL</b> ✓	<b>petroEDGE</b> recognises the value of leaning in teams.
<b>OSV CHARTERING AND CHARTERPARTY With Essential Elements of Maritime Laws</b> 18 – 22 July 2011, Singapore	<b>S\$4,500.00</b>	<b>S\$4,700.00</b>	Group bookings at the same time from the same company receive the following: 3 or more at 5% off 5 or more at 7% off 8 or more at 10%
MCF Training Grant is available for eligible participants. Please refer to <a href="http://www.mpa.gov.sg/mcf">www.mpa.gov.sg/mcf</a> for more information.			All other promotions including early bird is exclusive of the group discount.
<b>In-House Training</b> <input type="checkbox"/> Yes, I would like to organise this training on-site and save over 20% of total course fees! For further information about On-site Solutions, please +65 67419927 or email <a href="mailto:info@asiaedge.net">info@asiaedge.net</a>			

## DELEGATE DETAILS

<b>DELEGATE 1</b>		<b>PAYMENT METHODS</b>
<input type="checkbox"/> Mr <input type="checkbox"/> Ms <input type="checkbox"/> Mrs <input type="checkbox"/> Dr <input type="checkbox"/> Others: _____		By Cheque/ Bank Draft Make Payable to Asia Edge Pte. Ltd.
Name :	_____	By Direct Transfer Please quote your invoice number with the remittance advise
Job Title :	_____	Account Name: <b>Asia Edge Pte. Ltd.</b>
Department :	_____	Bank Code: <b>508</b> Swift Code: <b>OCBCSGSG</b>
Telephone No. :	_____	Account Number: <b>762903-001</b>
Email :	_____	All bank charges to be borne by payer. Please ensure that Asia Edge Pte Ltd receives the full invoiced amount.
Head of Dept. :	_____	
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<input type="checkbox"/> Mr <input type="checkbox"/> Ms <input type="checkbox"/> Mrs <input type="checkbox"/> Dr <input type="checkbox"/> Others: _____		Payment is due in full at the time of registration. Full payment is mandatory for event attendance. By submitting this registration form, you have agreed to Asia Edge Pte Ltd's payment terms
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Company :	_____	<b>PROGRAM CHANGE POLICY</b>
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🌐 Online: <a href="http://www.petroedgeasia.net">www.petroedgeasia.net</a>	✉ Email: <a href="mailto:info@asiaedge.net">info@asiaedge.net</a>

**Please note**

- Indicate if you have already registered by Phone +Fax +Email +Web
- If you have not received an acknowledgement before the training course, please call us to confirm your booking.

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