



BIMCO

CHARTER PARTY GUARANTEE CHARTERERS' GUARANTEE OF SUMS PAYABLE AND LIABILITIES UNDER TIME CHARTER PARTY

1. Place and date of guarantee		2. Date of charter party	
3. Guarantor (Cl. 1) (i) Name of Guarantor: (ii) Address of registered office: (iii) Country of incorporation:		4. Owners (Cl. 1) (i) Name of Owners: (ii) Address of registered office: (iii) Country of incorporation:	
6. Vessel's name (Cl. 1)		7. Rate of interest per annum (Cl. 2(a))	
9. Guarantors' liability period (state number of months; if left blank, twelve (12) months after redelivery shall apply) (Cl. 3(c))		10. Governing law (Cl. 11(a))	
		5. Charterers (Cl. 1) (i) Name of Charterers: (ii) Address of registered office: (iii) Country of incorporation:	
		8. Maximum liability (state amount) (Cl. 2(e)) (if this Box is left blank, unlimited liability shall apply)	
		11. Exclusive jurisdiction (Cl. 11(b))	

- 1 **1. Definitions**
- 2 "Charter Party" means the charter party dated as per Box 2.
- 3 "Charterers" means the party stated in Box 5.
- 4 "Demand" means a Demand for payment under this Guarantee made in accordance with Clause 6 (Demands for Payment).
- 5
- 6 "Guarantee" means this document and is made on the date and at the place stated in Box 1.
- 7 "Guarantor" means the party stated in Box 3.
- 8 "Guaranteed Amount(s)" means any:
- 9 (a) sum or sums due from the Charterers to the Owners under or in connection with the Charter Party, including
- 10 any recoverable costs and expenses that may be incurred by the Owners in enforcing any of their rights under or in
- 11 connection with the Charter Party, whether in legal proceedings or otherwise; and
- 12 (b) any liability on the part of the Owners to pay the cost of bunkers, port charges, stevedoring costs or any other
- 13 costs arising during the course of the Charter Party which would properly be the responsibility of the Charterers.
- 14 "Owners" means the owners/disponent owners stated in Box 4.
- 15 "Vessel" means the vessel named in Box 6.
- 16 **2. Guarantee**
- 17 (a) In consideration of the Owners agreeing to charter the Vessel to the Charterers and accepting this Guarantee
- 18 as security for the payment by the Charterers of sums due under this Charter Party, and subject only to Sub-clause
- 19 2(b) below, the Guarantor hereby unconditionally and irrevocably guarantees (as primary obligor and not by way of
- 20 secondary liability only) to pay any Guaranteed Amount within ten (10) banking days (in the Guarantor's country of

21 residence) following a Demand, together with interest at the rate as stated in Box 7 per annum from the due date
22 for payment by the Charterers to the date of payment by the Guarantor.

23 (b) If within ten (10) banking days after receipt of a Demand the Guarantor receives (i) a written notice from the
24 Charterers stating that they dispute the Owners' claim for the Guaranteed Amount and (ii) evidence that the matter
25 has been referred to court or arbitration (as may be applicable) under the Charter Party then the Guarantor shall
26 not be obliged to make any payment under this Guarantee until the latest of thirty (30) days after the dispute has
27 been finally determined, whether by way of agreement, or by way of final unappealable arbitration award (including
28 an interim or partial award) or court judgment, in each case following the exhaustion of any appeal process
29 therefrom. The Guarantor shall immediately provide the Owners with a copy of the written notice and the evidence
30 of referral of the matter to court or arbitration.

31 (c) The Guaranteed Amount, as may be varied by an award, judgment or agreement, shall be paid immediately
32 following the issue of such award or judgment, or conclusion of such agreement.

33 (d) The Guarantor's undertaking in Sub-clause (a) above will remain effective notwithstanding that the Charterers'
34 obligations are or become unenforceable for any reason whatsoever.

35 (e) If the parties to this Guarantee have agreed a maximum liability figure as stated in Box 8 this figure shall be the
36 maximum total liability of the Guarantor, whether one or more Guaranteed Amounts are payable, pursuant to Sub-
37 clause 2(a) above.

38 3. Continuing Nature of Guarantee

39 (a) This Guarantee shall not be affected by any indulgence or delay allowed to the Charterers nor by any
40 amendment to, or variation of, the Charter Party whether as to time or otherwise that may be agreed between the
41 Owners and the Charterers nor by any circumstances that would otherwise discharge the Guarantor's liability under
42 this guarantee.

43 (b) The Guarantor's liability under this Guarantee shall not be discharged in whole or in part or otherwise be
44 affected in any way by reason of the bankruptcy, insolvency, liquidation, dissolution, amalgamation, reconstruction
45 or reorganisation of the Charterers or the appointment of a receiver, administrative receiver or administrator of any
46 of the Charterers' assets (or the equivalent of any such matters occurring in any other jurisdiction).

47 (c) The Guarantor's liability under this Guarantee shall continue until such time as all obligations of the Charterers
48 under the Charter Party have been fully performed subject to the condition that any demand on the Guarantor
49 under the Guarantee shall be made within the number of months stated in Box 9 or, if left blank, twelve (12) months
50 of redelivery of the Vessel to the Owners unless and to the extent that proceedings have been commenced in
51 accordance with Sub-clause 2(b), in which case the Guarantee shall continue for forty-five (45) days from the date
52 of final agreement between the Owners and the Charterers, or the publication of a final unappealable judgment or
53 arbitration award pursuant to the Charter Party.

54 (d) The Guarantor's liability hereunder is continuing and shall not be discharged or satisfied by any one Demand.
55 For the avoidance of doubt the Owners shall be entitled to make multiple Demands.

56 4. No Deduction or withholding

57 All sums payable by the Guarantor under this Guarantee shall be paid to such account as the Owners shall specify
58 free and clear of set-off or counterclaim or any other deduction or withholdings whatsoever.

59 5. Owners' rights, powers and remedies

60 The Owners shall not be obliged before exercising any of the rights, powers or remedies conferred upon them
61 under this Guarantee or by law to:

62 (a) make any demand of the Charterers;

63 (b) take any action or obtain judgment in any court against the Charterers;

64 (c) make or file any claim or proof in a winding-up, liquidation, entering into administration or dissolution of the
65 Charterers; or

66 (d) enforce or seek to enforce any other security taken in respect of the Charter Party.

67 6. Demands for Payment

68 (a) All Demands under this Guarantee shall be in writing and shall include a statement of the Guaranteed Amount
69 or other amount claimed and to what it relates. Demands shall be sent to the address for the Guarantor stated in
70 Box 3 and may be sent by any effective means including, but not limited to, facsimile, e-mail, registered or recorded
71 mail, or by personal service.

72 (b) Any Demand sent shall be deemed to have been received:

- 73 (i) if posted, on the seventh (7th) day after posting;
74 (ii) if sent by facsimile or electronically, on the day of transmission; and
75 (iii) if delivered by hand, on the day of delivery.

76 And in each case proof of posting, handing in or transmission shall be sufficient for the purposes of this Clause.

77 **7. Costs, charges and expenses**

78 The Guarantor agrees that it will reimburse the Owners on demand for all costs, charges and expenses incurred by
79 the Owners in maintaining, exercising or enforcing any of their rights or powers under the Guarantee.

80 **8. Modification**

81 Neither this Guarantee nor any terms hereof may be amended, waived, discharged or terminated other than by
82 instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination
83 is sought.

84 **9. Assignment and Successors**

85 The Owners shall be entitled, at their sole discretion, to transfer to any party by way of assignment all their rights
86 under this Guarantee and this right of assignment shall extend also to any assignee or subsequent assignee. The
87 Guarantor may not assign, charge or transfer any of its rights or obligations under this Guarantee without the prior
88 written consent of the Owner.

89 **10. Representations and Warranties**

90 The Guarantor hereby warrants to the Owners that it has all the corporate powers, and has taken all necessary
91 corporate, administrative or other steps (including registration of the Guarantee, where appropriate), to enable it to
92 execute, deliver and perform this Guarantee, and that this Guarantee constitutes valid and binding obligations of
93 the Guarantor.

94 **11. Governing Law and Jurisdiction**

95 (a) The construction, validity and performance of this Guarantee shall be governed by and construed in accordance
96 with the law of the country stated in Box 10. If Box 10 is blank then English law shall apply.

97 (b) The parties irrevocably submit to the exclusive jurisdiction stated in Box 11. If Box 11 is left blank then the
98 exclusive jurisdiction of the English Courts shall apply.

99 **IN WITNESS** whereof the Guarantor has executed and delivered this Guarantee as of the date set forth in Box 1.

100 **SIGNED by**

101 Authorised Director

102 *For and on behalf of the Guarantor*

103 **SIGNED by**

104 Authorised Director

105 *For and on behalf of the Owners*