

New BIMCO WINDTIME Charterparty for windfarm support vessels



Ursula O'Donnell, Offshore Claims Director

+44 20 3320 8813
ursula.odonnell@ctplc.com



On 27 May 2013, the newly developed WINDTIME Standard Offshore Wind Farm Personnel Transfer and Support Vessel Charter Party (WINDTIME) was adopted by BIMCO's Documentary Committee.

This new charterparty has been specifically designed to meet the increasing demand for small high-speed craft capable of transferring personnel and equipment to carry out the maintenance of offshore wind turbines. Until now, the wind farm sector has tended to rely upon amended Supplytime 2005 contracts to charter these support vessels.

WINDTIME has been the result of two years' work by a team of industry experts representing workboat and windfarm operators, with additional guidance from legal and P&I representatives, including Fabien Lerede, the Standard club's Offshore Syndicate Claims Director.

Based on BIMCO's Supplytime 2005 charterparty, it provides for a knock-for-knock allocation of liability regardless of fault whereby owners and charterers are each responsible for and provide an indemnity in respect of the loss and/or damage to its property and the injury and/or death of its contractors and contractors (and client in the case of Charterers) without recourse to the other party. Unlike SUPPLYTIME 2005, the knock-for-knock indemnities under WINDTIME apply regardless of gross negligence as well as simple negligence. However, it differs from SUPPLYTIME 2005 in that if a member of the Owners or Charterers Group intentionally or recklessly causes loss, damage, injury or death, with knowledge that such consequences would probably result (i.e. if there has been wilful misconduct), the knock-for-knock indemnity provisions will not apply, which may lead to an increased risk of litigation.

Another major difference to Supplytime 2005 is the cancellation provisions. Under SUPPLYTIME 2005, if owners miss the cancellation date and charterers elect to cancel the charterparty, charterers have no recourse against owners for losses that might arise during the project preparation phase, such as the cost of standby machinery, equipment and personnel. Under WINDTIME, if owners know that they will be unable to deliver the vessel by the cancelling date, they are required to notify the charterers in writing, stating the date by which they will be able to deliver the vessel. This reflects the critical importance of the vessel arriving when expected, given the costly and lengthy project preparation involved in wind farm projects. Charterers are entitled within three days of receiving such notice to cancel the charterparty. There is also an option to require owners to pay liquidated damages if they fail to deliver the vessel from the original cancelling date until such time as owners have delivered the vessel or a substitute vessel or charterers elect to cancel the charterparty.

Further details can be found in the explanatory notes to WINDTIME which is available on the **BIMCO website**.