



# LAYTIME AND DEMURRAGE UNDER OIL & GAS TANKER VOYAGE CHARTERPARTIES: BEYOND THE BASICS

THE CHESTERFIELD MAYFAIR HOTEL - LONDON



# LAYTIME AND DEMURRAGE UNDER OIL AND GAS TANKER VOYAGE CHARTERPARTIES: BEYOND THE BASICS



## COURSE OVERVIEW

This two-day course is for experienced laytime and demurrage analysts, operators, claims handlers and lawyers who already have a high level of expertise which they are looking to build on and those which have previously attended Asdem's laytime and demurrage training seminars and conferences.

In demurrage negotiations, the person with the greatest knowledge and experience is best placed to find opportunities for saving money. We examine the key issues and complex problems and demurrage dilemmas faced by the industry day to day and highlighted by the latest court and arbitration decisions to find the answers.

We invite delegates to bring case studies, problems or demurrage dilemmas to our training sessions and encourage them to engage with the issues, analyse, take part in and collaborate with each other to develop the skills necessary to handle the most complex problems. We will be covering many case studies and will hold a mock arbitration in which delegates take part and present their position.

(See page 2 of this brochure for full details of the topics covered in this course.)

## COURSE MATERIALS

All participants receive a comprehensive training manual together with resources and materials which accompany the course, as a practical and easy to use guide for future reference.

## COURSE CERTIFICATE

Upon completion of all module's, participants receive a certificate that they have attended this course and have received training to the level of ability necessary to perform laytime and demurrage calculations day to day and negotiate and recover demurrage.

## COURSE DATES AND TIMES

<b>20th &amp; 21st March 2024:</b>	REGISTRATION	09:00
	MORNING SESSION:	09:30 – 12:45
	LUNCH:	12:45 – 14:00
	AFTERNOON SESSION	14:00 – 17:30

The above course timings apply to both days. Presentation times may be subject to change.

## DRINKS RECEPTION

A short and informal drinks reception which provides an opportunity for networking will be held on the evening of the first day for those who wish to attend.

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## VENUE

This 2-day training course will be held at The Chesterfield Hotel, London. The Chesterfield Hotel is located at 35 Charles Street, Mayfair, London, W1J 5EB.

The fee for this course includes refreshments, buffet lunch, morning and afternoon tea and coffee. Please inform us in advance if you have any special dietary requirements.

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## COST AND DISCOUNTS

The fee for this intensive 2-day training is US \$2,000.00\* per delegate. **A \$200 (10% off) discount will be available to ASDEM clients and those who have previously attended other Asdem courses or conferences.**

**The fee for this course does not include accommodation.** If you require accommodation at The Chesterfield Hotel, please contact them on +44 20 7491 2622 for reservations. The Chesterfield is a Mayfair Hotel and one of the most exclusive in London. In addition, we have a list of hotels conveniently located in London at an alternative price near to the training venue should you require this.

\*Under current Excise regulations delegates from companies based in the UK are required to pay VAT.

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## TOPICS COVERED AND COURSE OF STUDY

ELEMENTS OF A VOYAGE UNDER A VOYAGE CHARTER AND THE CENTRAL IMPORTANCE OF LAYTIME AND DEMURRAGE REGIME OR CODE TO STRUCTURE PERFORMANCE AND VOYAGE ECONOMICS. REVIEWING/REVISION OF THE FUNDAMENTAL PRINCIPLES- THE STAGES OF A VOYAGE, THE ESSENTIAL DATA POINTS, THE CALCULATION AND PRESENTATION OF A CLAIM. A DETAILED COMPARATIVE ANALYSIS OF THE OIL AND GAS VOYAGE CHARTERPARTY FORMS **ASBATANKKVOY, ASBAGASVOY, BPVOY 3/4/5, SHALVEY 5/6 EXXONMOBILVOY 2005/2012 AND LNGVOY** AND THEIR LAYTIME TIME AND DEMURRAGE REGIMES. HOW EACH CHARTER IS UNIQUE AND THE DIFFERENCES IN THE DETAIL OF THE VARIOUS FORMS. STRENGTHS, WEAKNESSES AND SUITABILITY OF THE FORMS – OWNERS FORMS AND CHARTERERS FORMS.

THE VOYAGE CHARTER AS A CONTRACT BETWEEN OWNERS AND CHARTERERS. THE ADDITIONAL TERMS AND ADDITIONAL STANDARD TERMS AND CONDITIONS. CORRECT CONTRACTUAL ANALYSIS OF PRINCIPLES THAT APPLY TO THE FORMATION OF A VOYAGE CHARTER – THEORY AND PRACTICE. HOW TO IDENTIFY THE ACTUAL TERMS OF THE DEAL – THE “FOUR CORNERS” PRINCIPLE - WHAT WAS AGREED AND WHAT TERMS APPLY. FILLING THE GAPS – WHEN AND HOW TERMS CAN BE IMPLIED OR ADDED INTO THE DEAL. PRINCIPLES OF INTERPRETATION - UNDERSTANDING AND INTERPRETING THE VOYAGE CHARTERPARTY CONTRACT CORRECTLY. NEGOTIATING WITH A BIASED PARTY BY APPLYING THE CORRECT PRINCIPLES OF INTERPRETATION. HOW TO DEAL WITH AMBIGUOUS TERMS – WHAT THEY ARE. CONFLICTING CLAUSES AND HOW TO DEAL WITH THEM. VARIATION AND “NO VARIATION” CLAUSES AND HOW TO USE THEM – CASE STUDY. THE IMPACT OF QUESTIONNAIRES – CONTRACTUAL STATUS OF THE SHIP’S DESCRIPTION.

THE PORT AND BERTH CHARTER AND MODIFICATION BY THE STANDARD VOYAGE CHARTER FORMS – DEFINITIONS OF PORTS, BERTHS, ANCHORAGES, FLOATING BERTHS, SBMS, SPMS, OFFSHORE LOCATIONS AND STS AREAS. OPEN SEA BERTHS. ADVANCING THE START OF TIME – WHETHER IN BERTH OR NOT (WIBON) WHETHER IN PORT OR NOT (WIPON), AND “SO NEAR AS THE SHIP MAY SAFELY GET” AND THE END OF THE VOYAGE TO A PORT. DEALING WITH PORTS WHERE THE PORT LIMITS ARE NOT CLEAR – THE IMPACT OF CUSTOM AND PRACTICE – CASE STUDY. THE CONCEPT OF ARRIVAL AND THE ARRIVED SHIP – CASE STUDY. BERTH REACHABLE ON ARRIVAL AND **THE LAURA PRIMA (1982)** WHEN AND HOW IT APPLIES IN

PRACTICE AND DEALING WITH COMMON MISCONCEPTIONS/MISUNDERSTANDINGS - LIMITATIONS AND QUESTIONS/ISSUES WHICH REMAIN UNANSWERED. ANCHORING WAITING AND SHIFTING TIME TO BERTH – SHIFTING OUT OF BERTH – SHIFTING BETWEEN BERTHS - SAFE BERTH/PLACE THE “ALWAYS ACCESSIBLE” BERTH. THE VALIDITY OF THE NOR AND THE EFFECTIVE NOR. THE CONCEPT OF ACCEPTANCE OF NOR AND HOW IT CAN APPLY IN PRACTICE – A TRAP FOR THE UNWARY – CASE STUDY. READINESS – UNDERSTANDING READINESS IN ALL ITS ASPECTS – PHYSICAL READINESS. LEGAL READINESS DOCUMENTARY READINESS CERTIFICATION AND COMPLIANCE. CASE STUDY. UNDERSTANDING WHAT ARE FORMALITIES AND THE PRINCIPLES THAT APPLY. NORs FREE PRATIQUE TROPICAL DISEASES AND PANDEMICS - CASE STUDY. CUSTOMS AND IMMIGRATION AND OTHER CLEARANCES AND SHIP CERTIFICATION.

INTERRUPTIONS EXCEPTIONS AND SUSPENSIONS TO THE COUNTING OF LAYTIME OR TIME ON DEMURRAGE. UNDERSTANDING THE APPLICABLE PRINCIPLES. THE EXCEPTED EVENT AND UNDERSTANDING WHEN THE PRINCIPLE OF CAUSATION OF THE LOSS OF TIME APPLIES AND WHEN IT DOES NOT. CONCURRENT CAUSATION – TWO EVENTS WHICH OCCUR AT THE SAME TIME EACH OF WHICH ON THEIR OWN COULD LEAD TO THE LOSS OF TIME AND THE LEGAL EFFECT – UNDERSTANDING AND APPLYING THE RULE IN **BURNETT STEAMSHIP CO LTD V DANUBE & BLACK SEA SHIPPING AGENCIES (1933)**.

EXCEPTIONS - DIRECT AND INDIRECT LOSS OF TIME AND CONSEQUENTIAL LOSS OF TIME – UNDERSTANDING THE BOUNDARIES OF **CARBOEX V LOUIS DREYFUS COMMODITIES (2012)** AND WHEN INDIRECT LOSS OF TIME RESULTING FROM CONGESTION IS COVERED AND WHEN IT IS NOT COVERED. EXCEPTIONS AND PILOTS STRIKES – A CASE STUDY. THE CONCEPT OF MITIGATION – WHAT IS IT AND HOW IT APPLIES TO LOSS OF TIME – APPLYING THE PRINCIPLE OF MITIGATION UNDER BP VOY 4/5. TYPES OF EXCEPTION IN THE STANDARD FORM CHARTERPARTIES – WEATHER – STRIKES. ICE CLAUSES. APPLYING THE FAULT PRINCIPLE – WHAT IS IT WHEN IT APPLIES AND HOW IT APPLIES. FRUSTRATION AND FORCE MAJEURE – CASE STUDY.

DEMURRAGE, DELAY AND DAMAGES FOR DETENTION. THE RATE OF DEMURRAGE - WHAT DEMURRAGE PAYS FOR AND WHAT IT DOES NOT PAY FOR – BUNKERS PORT CHARGES PILOTS' TAXES AND DUES - THE EXTENDED USE OF DEMURRAGE IN TANKER CHARTERS – DETENTION AND DAMAGES FOR DELAY - UNDERSTANDING THE BOUNDARIES OF **THE ETERNAL BLISS (2000)**. WAITING CLAUSES - INSTRUCTIONS TO WAIT AND WAITING TIME CASE STUDY ON CONSEQUENCES. PROLONGED WAITING. DEVIATION CALCULATION - INSTRUCTOR LED CASE STUDIES - CALCULATIONS AND WORKSHOP ASSESSMENTS AND ASSIGNMENTS.

THE LOADED VOYAGE –INSTRUCTIONS AND ADDITIONAL PORTS AND PLACES, INTERIM PORTS – THE CLAUSES AND HOW THEY WORK – THE LAYTIME AND DEMURRAGE CODE IN AN INTERIM PORT CLAUSE – SHIP TO SHIP TRANSFERS – TRANSHIPMENT AND LIGHTERAGE - APPLYING THE LAYTIME AND DEMURRAGE REGIME. PUMPING – PUMPING PERFORMANCE GUARANTEES - THE EFFECT OF SLOW PUMPING - PUMPING PERFORMANCE CALCULATIONS – THE IMPORTANCE OF PUMPING LOGS – SHIP AND SHORE STOPPAGES – CRUDE OIL WASHING PUMPING AND STRIPPING – DOCUMENTATION ALLOWANCES AND CHARTERERS PURPOSES – INSTRUCTOR LED CASE STUDIES.

CALCULATIONS – THE ROLE OF EVIDENCE AND INVESTIGATING FACTS – UNDERSTANDING THE BEST EVIDENCE RULE IN PRACTICE. MULTIPLE CHARTERS AND APPLYING THE PRINCIPLES OF PRO-RATING. THE KEY DATA POINTS.

TIME BARS AND CLAIMS – TYPES OF TIME BAR AND TYPES OF CLAIMS. HOW TO UNDERSTAND THE WORDING OF THE TIME BAR CLAUSES. THE DOCUMENTATION IN REQUIRED TO SUPPORT A CLAIM – ESSENTIAL DOCUMENTATION – **THE EAGLE VALENCIA (2012)** CLAIM DOCUMENTATION WHEN AND HOW DOCUMENTATION CAN BE PROVIDED. THE ONGOING IMPACT OF **NATIONAL SHIPPING COMPANY OF SAUDI ARABIA V BP OIL SUPPLY CO (THE “ABQAIQ”) (2013)** – CAN SUPPORTING DOCUMENTATION BE PROVIDED PRIOR TO MAKING A CLAIM? WHAT IF DOCUMENTATION WAS PROVIDED DURING THE OPERATIONS STAGE? – WORKSHOP AND CASE STUDY DISPUTES AND DIFFERENCES – THE ART OF MAKING A SUCCESSFUL RECOVERY – NEGOTIATING AND SETTLING A CLAIM – PLANNING YOUR STRATEGY – USING STRONG ARGUMENTS AND WEAK ARGUMENTS - MANAGING RELATIONSHIPS - HOW TO AVOID UNNECESSARY DISPUTES AND DIFFERENCES – MEDIATION

AND ARBITRATION – HOW TO MEDIATE WITH DIFFICULT PEOPLE - WHEN AND HOW TO RESORT TO FORMAL PROCEEDINGS.

LAYTIME AND DEMURRAGE SURGERY AND WORKSHOP SESSION – THIS FINAL SESSION IS DESIGNED AS AN OVERVIEW OF WHAT HAS BEEN LEARNT IN EACH OF THE PREVIOUS SESSIONS WITH REVISION ON THE ESSENTIAL PRINCIPLES – IT IS DESIGNED AS A SURGERY WHERE PARTICIPANTS CAN BRING THEIR OWN CASES AND ISSUES AND DISCUSS THEM TOGETHER.

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## PRESENTER

**Andrew Wilding is the Managing Director of Asdem**, and a maritime lawyer qualified to practice law professionally in England (1988) and Hong Kong (1989) and as Counsel in Singapore. He has over 40 years' experience in shipping and trading law and is recognised internationally as a legal and commercial expert in the operation of oil industry sale and purchase and charterparty contracts and laytime and demurrage. Andrew advises ship owners, ship managers, charterers, national oil companies, oil majors, multi-national oil and product trading companies, and their insurers. Whilst in professional practice Andrew appeared before the English House of Lords, The Privy Council and The Court of Appeal and High Court as well as arbitration tribunals throughout the world including Japan, Korea, Hong Kong, Singapore, India, Malaysia, Paris, London, and New York.

In 2008 Andrew left professional practice and joined Roger Sepkes at Asdem in London and set up Asdem's Singapore office to focus on working as a commercial and legal specialist advisor and consultant to the energy industry. Following Roger's retirement in 2016 Andrew was appointed the Managing Director of Asdem and relocated to Europe whilst retaining responsibility for its office in Singapore.

Andrew is the industry advisor to the Naphtha Industry in Asia and organizes the annual Open Specification Form Naphtha meeting and travels frequently to chair industry meetings and discussion groups. Andrew is also responsible for drafting the general terms and conditions for the Naphtha trade in Asia and recently drafted new general terms and conditions terms for the trade of Naphtha in Europe.

Andrew is a visiting professor of English Maritime Law and has lectured for numerous academic and professional institutions in Japan, Korea, China, Singapore, Hong Kong, London, and the United States. He is the author of numerous published articles on Maritime Law and has contributed to several books for the oil and gas industry.

Andrew provides professional training services to the laytime and demurrage departments of oil and gas companies all over the world. He is frequently asked to act as an independent and objective expert to assist parties with an issue in dispute.

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## REGISTRATION

You may register one or more delegates for this course by filling out the registration form on the following page. After the form has been completed, please email it to us at [info@asdem.com](mailto:info@asdem.com). When we receive your completed registration form, your attendance will be formally confirmed.

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## PAYMENT

Once your registration has been confirmed, you will be issued an official invoice with full instructions for payment.

Please note that full payment must be received no later than 5 working days prior to the start of this course.



## REGISTRATION FORM

### LAYTIME AND DEMURRAGE UNDER OIL AND GAS TANKER VOYAGE CHARTERPARTIES: BEYOND THE BASICS

20/21 MARCH 2024 - CHESTERFIELD MAYFAIR HOTEL - LONDON

#### COMPANY INFORMATION

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Contact Number: \_\_\_\_\_

Email Address: \_\_\_\_\_ VAT Number: \_\_\_\_\_

#### DELEGATE 1

Delegate Name: \_\_\_\_\_ Corporate Title: \_\_\_\_\_

Department: \_\_\_\_\_ Email Address: \_\_\_\_\_

Desk Phone: \_\_\_\_\_ Mobile Phone: \_\_\_\_\_

#### DELEGATE 2

Delegate Name: \_\_\_\_\_ Corporate Title: \_\_\_\_\_

Department: \_\_\_\_\_ Email Address: \_\_\_\_\_

Desk Phone: \_\_\_\_\_ Mobile Phone: \_\_\_\_\_

#### DELEGATE 3

Delegate Name: \_\_\_\_\_ Corporate Title: \_\_\_\_\_

Department: \_\_\_\_\_ Email Address: \_\_\_\_\_

Desk Phone: \_\_\_\_\_ Mobile Phone: \_\_\_\_\_

#### DELEGATE 4

Delegate Name: \_\_\_\_\_ Corporate Title: \_\_\_\_\_

Department: \_\_\_\_\_ Email Address: \_\_\_\_\_

Desk Phone: \_\_\_\_\_ Mobile Phone: \_\_\_\_\_

After completing the above information, please email back to us at [info@asdem.com](mailto:info@asdem.com)