



ASDEM'S 17th INTERNATIONAL
CONFERENCE ON
ENERGY INDUSTRY
LAYTIME AND
DEMURRAGE



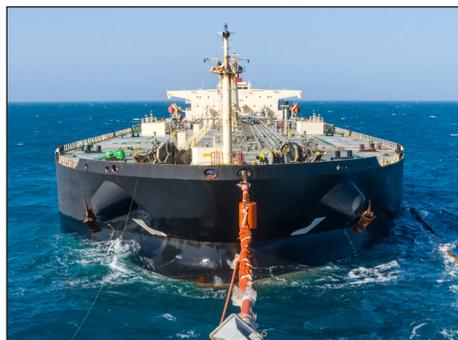
Asdem's London conference on laytime and demurrage, now in its 17th year, has established the leading international event for laytime and demurrage professionals in the energy industry.

Laytime and Demurrage is a complex subject which is inextricably linked to the profitability in the oil and gas industry with over 90% of product being transported by sea. Using the wrong clauses or even the right clauses which the wrong analysis can lead to significant loss of profits and damage to commercial relationships.

Freight rates, laytime allowances and rates of demurrage reflect the impact of events on the world stage as they affect energy supply chains and overall market volatility. The practice of laytime and demurrage claims analysis changes when companies produce new voyage charterparty forms or terms, new General Terms and Conditions or because of changes caused by the latest court or arbitration decisions. It is a dynamic landscape that is continually changing and evolving.

Laytime and demurrage professionals require the most up-to-date information to do their job as effectively as possible and make the companies they work for aware of the evolution taking place within the industry. Attending this conference delivers long-lasting practical benefits to both you and your company in order to stay ahead of the competition. It provides an opportunity to network with other professionals in the industry, share ideas and information and an opportunity to discuss and settle existing claims. And there is time to relax and socialise at the Cocktail Reception and Dinner which will be held during the evening of the first night.

This is a practical and hands on event which features the extensive use of case studies and workshop style presentations brought to you by industry leading specialists. Active and lively participation between our speakers and the audience is feature of this conference.



Conference Speakers and Topics

Simon Baughen, Professor of Shipping Law, Swansea University

INTERRUPTING DEMURRAGE DUE TO SHIPOWNER'S FAULT OR BREACH

"Once on demurrage, always on demurrage" – or not?

It is trite law that once the laydays are exhausted the vessel will go on demurrage, without interruption, until the completion of loading/discharge. Unless clearly worded to this effect, laytime exceptions will not apply to the period of demurrage. However, if demurrage will be interrupted for any time lost in the loading/discharge stages of the voyage charter adventure that are caused by the 'fault' of the shipowner. This paper will consider how both laytime and demurrage may be interrupted due to the shipowner's 'fault' and also by two other related factors; a breach of contract by the shipowner that causes delay loading and discharge stages, and; the shipowner's use of the vessel for its own purposes during these two periods. The paper will include a case study.

Craig Wall, Managing Director, Petrus Cargo Assurance Services Ltd

DELAYS AFTER LOADING AND HOSES OFF: DEALING WITH BILL OF LADING ISSUES

The charterers' right to present bills of lading does not mean that the Master must automatically sign them. If the Master reasonably believes that the cargo is not in accordance with its description because it appears not to be in apparent good order and condition, or wishes to check the ship and shore figures because he has, in the circumstances, legitimate reasons for concerns over the accuracy of the figures provided by a terminal, the Master is entitled to arrange for surveys and is entitled to a reasonable time for this.

However, a Master who unreasonably delays and refuses to sign or authorise the issue of a bill of lading "as presented" runs the risk of being in breach of charter and may lose the owners' right to claim demurrage. He may also incur liability for a claim for delay arising from an underlying sales contract.

Craig's paper will provide useful guidelines on what can be reasonable and unreasonable behaviour and which party in the trade chain is at fault and has responsibility for delay.

Jim Leighton, Consultant (FD&D), NorthStandard

DEMURRAGE CLAIMS AND TIMEBARS: WATCH OUT FOR THE TIME ZONE GAP, AND OTHER USEFUL TIPS AND TRICKS!

Jim provides an update on the latest reported English judgments and arbitration awards on this complicated and often contentious topic, including an active learning case study aimed at dealing with the day-to-day practicalities to ensure you satisfy the requirements to present demurrage claims properly and in time.

Andrew Wilding, Managing Director, ASDEM

FREIGHT DEFENCE DEMURRAGE - EU ETS - FROM 01 JANUARY 2024 CARBON ENTERS THE FREIGHT AND DEMURRAGE MARKET. ADDITIONAL VOYAGE CHARTER TERMS FOR OPERATIONS AND EMISSIONS ALLOWANCES IN THE EU AREA AND COMPLIANCE WITH THE IMO MEASURES TO REDUCE EMISSIONS FROM SHIPS

A workshop session where delegates will examine the new terms we are seeing emerge in the market as the EU takes the lead on controlling emissions from ships using tradeable carbon allowances. We review the practical commercial considerations that will go into changing freight and demurrage terms and aligning them correctly with the rest of the charterparty. We look at the operations landscape and run through the day-to-day operation provisions in the light of the CII regime and the EU ETS to assess where we will see changes and how these will apply in practice.

Continues...



Captain Mike Powell, Chief Business Officer, StratumFive

LAYTIME AND DEMURRAGE IN THE 21ST CENTURY - WHAT'S ON THE HEAD OF OPERATIONS MIND?

Mike will discuss current practice and performance metrics and also look to the future and the impact of digitalisation and decarbonisation on voyage management.

Alec Kyrle-Pope, Charterers Risk Specialist, UK P&I

OPTIMAL VELOCITY – SPEED CLAUSES AND CONSIDERATIONS IN A DECARBONISING WORLD

Alec will examine the competing interests behind traditional speed clauses in conventional voyage tanker charters and seek to identify any apparent conflicts between these and any developing environmental regulations for the global shipping industry in order to profile the best risk transfer principles different freight market participants might wish to consider at the chartering stage.

Nick Austin, Partner, Reed Smith

RECENT LEGAL DEVELOPMENTS – THE STENA PRIMORSK CASE AND ITS IMPACT ON VOYAGE ORDERS AND DEMURRAGE

Maritime law continues to see developments in the laytime and demurrage arena. In this session, Nick will examine a recent case - the "STENA PRIMORSK" – which concerns a shipowner's right to refuse charterers' voyage orders and the resulting impact on demurrage.

Evangelos Efstathiou, CEO, Burmester & Vogel Ltd

SOFTWARE, AI, AND THE EVOLVING TECHNOLOGY LANDSCAPE FOR LAYTIME AND DEMURRAGE

Evan will provide an overview of the technology landscape for laytime and demurrage and recent developments in Artificial Intelligence and Machine Learning driving automation in the laytime calculation and demurrage settlement process.

Nicola Cox, Head of Defence Claims, West of England P&I Club

"MAY THE FORCE BE WITH YOU": WHEN ARE YOU ENTITLED TO INVOKE FORCE MAJEURE & WHAT LOSSES CAN YOU CLAIM FOR?

When can a party be excused from performing its contractual obligation to pay demurrage? This presentation will review published case law and West P&I members' own cases in order to demonstrate the prizes and pitfalls, as well as some practical tips, in navigating Force Majeure clauses and proving your loss.

Joanne Sharma, Director - Claims, Steamship Insurance Management Services Limited

WHAT IS MEANT BY "DUE TO WEATHER CONDITIONS"?

A frequent addition to charter terms is a clause providing for half laytime or demurrage when delays are caused by weather condition. This session will consider possible interpretations of the Conoco weather clause, and the difficulties that arise with such clauses where weather is not the only cause of the delay.

Andrew Wilding, Managing Director, ASDEM

SHELL INTERNATIONAL TRADING AND SHIPPING COMPANY LIMITED GENERAL TERMS & CONDITIONS FOR SALES AND PURCHASES OF PRODUCTS AND CRUDE OIL - 2023 EDITIONS

An interactive workshop review of Shell International Trading and Shipping Company Limited's 2023 general terms and conditions.

Speakers and topics may change due to circumstances which are beyond our control.

Cocktail Reception and Dinner – Evening of 24 January 2024 at The Washington Mayfair Hotel



The conference cocktail reception and dinner is a signature event at Asdem's conferences and provides delegates and dinner guests from the industry an opportunity to relax and socialise with each other, say hello to old acquaintances and friends and the chance to make new ones.

Those who cannot join the conference are welcome to attend the networking reception and dinner for US \$150 per person. Please contact us at info@asdem.com.

Venue and Conference Fees

This year's conference will be held at The Washington Mayfair Hotel, 5 Curzon St, London W1J 5HE, United Kingdom. +44 20 7499 7000.

Standard Delegate Fee: US \$1,750*. ASDEM Client or Past Conference Participant Fee: US \$1,500*. This fee includes all documentation, refreshments, lunch, the drinks reception, and dinner. This fee does not include hotel accommodation.

If you require accommodation, you may contact The Washington Mayfair on +44 20 7499 7000. You may also contact us at info@asdem.com for several alternative hotels, which are a short walk or tube ride from the conference venue.

*All amounts are in US Dollars. Under current Excise regulations only delegates from companies based in the UK are required to pay 20% VAT for their attendance at this conference.

Registration and Payment

You may register one or more delegates for this event by filling out our registration form on the last page of this brochure. Payment may be made by bank transfer. Once your registration form has been received, you will be issued an official invoice with full payment instructions. Please be aware that full payment must be received prior to the event.

Cancellations

Cancellations must be received in writing by 3 January 2024 and will be subject to an administration fee of US \$250 plus VAT, if applicable. It is regretted that cancellations after this date cannot be accepted, and your company will be liable for the full fee. Delegate substitutions, however, may be made at any time.

Delegate Substitutions

Please advise of any delegate substitutions as soon as possible by sending us an email at info@asdem.com.

LTOPS 2024!

26 JANUARY 2024 - THE MERCHANT TAYLORS' HALL - LONDON
For full details, please [click here](#).



REGISTRATION FORM

THE 17th INTERNATIONAL CONFERENCE ON OIL INDUSTRY LAYTIME AND DEMURRAGE

24th and 25th of January 2024 - The Washington 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 info@asdem.com