

UAB

Universitat Autònoma
de Barcelona



ALMA MATER STUDIORUM
UNIVERSITÀ DI BOLOGNA
CAMPUS DI RAVENNA



MASTER IN DIRITTO
Marittimo, Portuale e della Logistica

IUC International Maritime and Transport Law Course 6 -11 September, Dubrovnik - Croatia

Time Charter Party for Accommodation Support Vessels ASVTIME

Vincenzo Battistella

Department of Legal Studies

Ph.D Candidate in Maritime Law

Outline

- Introduction
- Legal Nature of the Contract
- Employment and Area of Operation:
 1. Optional Equipment and Environmental Limits
- Extended Offshore Operations
- Conclusions



Introduction

- Offshore Oil and Gas and Renewable Sector
- 2021 BIMCO Time Charter Party for Accommodation Support Vessel - ASVTIME



Legal nature of the contract (1)

- Contract of carriage
or
 - Contract of “**noleggio**” i.e. charter party for use of the ship for purposes other than carriage
1. Clause 7 (b) (i) “No bills of lading shall be issued for shipment under this Charter Party”.
 2. Clause 7 (e) “The entire operation, **navigation**, and management of the Vessel shall be in the exclusive control and command of the Owners and the Crew.



Legal nature of the contract (2)

- Clause 6 (a) Employment – The Vessel shall be employed in:

offshore activities (no carriage)

Possible Legislative References in Italy and Spain:

- Italian Navigation Code – art. 384
- Spanish Maritime Act – art. 210



Employment and Area of Operation:

1. Optional Equipment and Environmental Limits

- Clause 6. Employment and Area of Operation

(e) Optional equipment:

- (i) Gangways
- (ii) Crane
- (iii) Offshore bunkering system
- (iv) Daughter Craft

(f) Parallel Operations

- (g) ROV(Remoted Operated Vehicles) operations and diving platform
- (h) Permissions and licenses

All the equipment above mentioned must respect environmental limits if and when used by the charterer.



Extended Offshore Operations

Clause 8. Extended Offshore Operations

- (a) Transportation of Owners' Personnel

If a vessel is held offshore and the Owners are unable to embark or disembark the Owners' Personnel at an agreed port or place, the Charterers will manage the transportation to and from the Vessel by either boat or helicopter with a division of costs and responsibility.

- (b) Fuel, Water, lube oil, stores, provisions and spare parts

If the Vessel is held offshore and is unable to replenish fuel, water, lube oil, store, provisions and spare parts then the Charterers shall be responsible for their transportation to the Vessel and costs and responsibility will be divided between the Owners and the Charterers.



Conclusion

Time Charter Party for Accommodation Support Vessels - ASVTIME form:

1. Contains new provisions aimed at regulating the contractual needs of the parties operating in the Oil and Gas and Renewable Industries.
2. The preliminary analysis of the ASVTIME form has shown how relevant is the introduction of specific provisions in order to regulate the offshore commercial activities. Numerous offshore projects are increasingly dealing both with renewable energy technologies on one side and with environmental limits on the other side.
3. ASVITIME, SUPPLYTIME and WINDTIME are an example of Time charter parties employed for purposes different to carriage where the concept of navigation may have a broader interpretation especially in the offshore industry where Vessels have a function aimed at providing a service strictly connected to the platforms. Therefore, Support Vessels are not independent from the logistics cycle but depend on it.





ALMA MATER STUDIORUM
UNIVERSITÀ DI BOLOGNA
CAMPUS DI RAVENNA

Vincenzo Battistella

Department of Legal Studies

vincenzo.battistell2@unibo.it

www.unibo.it