



«SMART Contracts» project

- *Professor Erik Røsæg*
- *Nordisk institutt for sjørett*
- *erik.rosag@jus.uio.no*
- *folk.uio.no/erikro*

Energiøkonomisering



- *Ikke paradigmeskifte*

- *Ikke miljøidealisme*

MEN

- *juridiske strukturer for stive*

- *konsekvensendringer*

Noen problemstillinger



- *LayCan*
- *Køsystemet i havner*
- *Skatter*
- *Slow steaming*

Slowsteaming - hjemmel t/c

- Charterers have the option to operate the vessel down to 40% MCR. Any operation below 40% MCR requires owner's approval.*
- Owners agree to install any vessel performance software that Charterers may request on the vessels computer system in Charterers time and expense, and will direct the master to report any data that Charterers may reasonably request for a performance measurement system.*
- Owners will ensure master is making optimal use of weather routing tools as well as any voyage optimisation and performance systems provided by Charterers in order to execute voyage in the most efficient economic fashion, with due consideration to safety of crew, ship and cargo.*

Slowsteaming - hjemmel r/c



- *Mangler forbausende ofte*
- *Due despatch, sjøl § 339*
- *Koordineringsklausuler lossehavn*
- *Prestasjonsklausuler*

BIMCO Virtual Arrival Clause 1

(a) Notwithstanding any other clause in this Charter party entitling the Owners to slow steam, the Charterers shall be entitled to request the Owners in writing to instruct the Master to adjust the Vessel's speed to meet a specified time of arrival at a particular destination, always subject to the Owners' consent which shall not be unreasonably withheld and, in the case of an approach voyage, subject to agreeing an amended cancelling date. The Charterers shall not be entitled to request an adjustment of speed that exceeds the Vessel's warranted speed. Any extra time used on a sea voyage as a direct consequence of the Vessel adjusting speed pursuant to the Charterers' request shall be compensated by the Charterers to the Owners at a rate equal to ____ % of the demurrage rate (if left blank then fifty per cent (50%) shall apply).

BIMCO Virtual Arrival Clause 2

Such compensation shall be payable by the Charterers to the Owners prior to completion of final discharge. The extra time used shall be agreed by the parties, failing which an independent third party (an "Expert") shall be appointed by mutual agreement. The Expert shall act as an expert and not as an arbitrator and his decision shall be final and binding upon the parties. The costs of such Expert shall be shared equally by the parties. In the absence of mutual agreement as to the identity of the Expert, each party shall appoint an independent Expert at their own expense to calculate the extra time; the average of the results of such calculations shall be binding.

BIMCO Virtual Arrival Clause 3

(b) Such extra time shall be calculated on the basis of all relevant information including but not limited to weather data, wave and speed projections and other relevant technical or meteorological data.

(c) Where the Vessel proceeds at a reduced speed pursuant to Sub-clause (a), then provided that the Master has exercised due diligence to comply with such instructions, this shall constitute compliance with, and there shall be no breach of, any obligation requiring the Vessel to proceed with utmost and/or due despatch (or any other such similar/equivalent expression).

(d) The Charterers shall ensure that the terms of the bills of lading, waybills or other documents evidencing contracts of carriage issued by or on behalf of the Owners provide that compliance by Owners with this Clause does not constitute a breach of the contract of carriage. The Charterers shall indemnify the Owners against all consequences and liabilities that may arise from bills of lading, waybills or other documents evidencing contracts of carriage being issued as presented to the extent that the terms of such bills of lading, waybills or other documents evidencing contracts of carriage impose or result in the imposition of more onerous liabilities upon the Owners than those assumed by the Owners pursuant to this Clause.

Fart/forbruk ved ecospeed

- *Oftest ikke uttrykkelig i t/c*
- *BP Speed-up Clause
(BeePeeVoy 3 Cl. 6)*

BeePeeVoy 3 Cl. 6

The rate of Freight shall be at the level of % of the rate for the voyage as provided in Worldscale, as amended at the date of this Charter. If Charterers order the Vessel to increase speed under the provisions of Clause 3 such rate shall be increased by..... Worldscale points for each knot of increased speed above the Base Speed or on a pro rata basis for fractions of a knot up to a maximum of..... knots. ...

Når uttrykkelig certepartihjemmel for slowsteaming mangler

- *Deviation by delay*
- *Exceptions/liberties*

Inkorporasjonsproblemet

- *Tilfeldig regulering*
- *Potensielt praktisk*
- *Sjøloven § 262*
- *Sjølovkomiteens forslag NOU 2012:10 § 278. Forsinkelse*

Forsinket levering foreligger når godset ikke er utlevert innen avtalt tid på det bestemmelsessted som følger av transportavtalen. Når ikke annet er avtalt, har transportøren adgang til å legge vekt på miljøhensyn når farten fastsettes.

Debattista

First, is the incorporation clause in the bill of lading apt to describe the clause in the charterparty sought to be incorporated? Secondly, does the clause make sense within the context of the bill of lading, at any rate with a limited degree of verbal manipulation? Thirdly, would that clause, if incorporated, be consistent with other clauses in the bill of lading

Oppsummering om slow steaming

