

BIMCO has developed some of the world's leading shipping contracts and clauses, including the most widely used charter parties, bills of lading and other standard agreements. Delivering specialist knowledge and insight, BIMCO's industry experts explain how to get the most from these agreements.

Short and to the point, the BIMCO 180 training seminars are 2 x 90 minutes of focused knowledge, delivered on-line by leading maritime experts.

Our experts will equip you with the knowledge to minimise operational, chartering, and legal risks, and improve efficiency and cost effectiveness.

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## About the WINDTIME 180 Seminar

WINDTIME was launched in 2013 as a specialist contract for transferring personnel and equipment to and from offshore windfarm installations. WINDTIME, has its roots in SUPPLYTIME and following the launch in 2013, it became clear that SUPPLYTIME 2005 could benefit from an update, incorporating some of the updated provisions in WINDTIME.

To some extent, the contract is therefore more comparable to SUPPLYTIME 2017. WINDTIME and SUPPLYTIME 2005/2017 are closely related but the forms also have their unique differences. The choice of which form to use in the renewable sector will largely depend on the type of operations, and the 180 Seminar will highlight the most significant differences and similarities between the three forms.

## What will you learn:

### Tuesday, 25 October 2022: Session 1 – 90 minutes

Introduction to WINDTIME - origins and objectives - the SUPPLYTIME 2005 model

- WINDTIME key clauses I
  - Clause 2: delivery (and cancelling), charter period (and extensions), and redelivery
  - ETA requirements and delay to the vessel beyond the cancelling date
  - employment, salvage, etc
  - Clause 8 (master & crew): working hours and excess/changes to working hours plus the provision on offshore accommodation and meals
  - Clause 9 (conduct): provisions relating to the conduct of the charterers' personnel

### Wednesday, 26 October 2022: Session 2 – 90 minutes

- WINDTIME key clauses II
  - Clause 12 (bunkers): bunkering procedures under WINDTIME.
  - Clause 15 (off hire): explanation and contrast with SUPPLYTIME 2005/2017 (suspension of hire)
  - Clause 16 (liabilities and indemnities): clarified and contrasted with SUPPLYTIME Clause 14
  - "knock for knock" and insurances.
  - Clause 31, early termination for cause clarified and contrasted with similar provisions in SUPPLYTIME

**Expert trainers:**



**Martin Juste**

Martin Juste has a special focus on offshore wind, transport and shipping and ports and advises clients regarding transactions in the offshore wind and renewable industry. He has been involved in and negotiated a large number of major offshore wind projects around the globe and is one of the most experienced lawyers with respect to both the turbine supply agreement and the service contracts. Martin has been involved in FIDIC's initiative on a contract for the offshore industry. Martin regularly advises clients on maritime and transport law issues. In particular, he advises in respect of the vessels used for the construction of offshore wind farms but also regarding traditional transport and shipping matters. He has extensive experience in charter parties (BIMCO and bespoke) and transport contracts and is involved in the development of charter parties for vessels. Martin is also advising several Danish ports regarding their regulatory framework, procurement of port equipment, and port expansions.



**Cyrille De Salins**

Cyrille De Salins has extensive experience in the shipping and offshore industries. Cyrille was an associate with Ince & Co France for more than 8 years, where he focused on disputes arising from carriage of goods, charterparties, bills of lading, shipbuilding, total loss, collisions, salvage, general average, groundings and limitation of claims. He has particular experience of drafting and negotiating a wide range of contracts in the offshore energy and marine sectors, including BIMCO SUPPLYTIME, WINDTIME, HEAVYLIFTVOY and other standard contracts, as well as bespoke contracts. Cyrille now works as a senior legal counsel at Siemens Gamesa Renewable Energy A/S, where he supports the preparation, drafting, negotiations and handling of complex agreements and charterparties to carry, install and service wind turbine components across the globe. He is qualified in France and in England and Wales.



**Linos Choo**

Linos Choo focuses on general commercial litigation and arbitration with particular emphasis on shipping, commodities, and international trade finance. He has concluded many successful arbitrations under the auspices of the ICC, UNCITRAL, LCIA, LMAA, FOSFA, GAFTA, CIETAC, and SCMA amongst others. Linos' experience includes complex charterparty, bills of lading, ship sale and purchase, shipbuilding, ship finance, marine insurance, international sale of goods, and maritime cross-border insolvency litigation and arbitration. Linos also has experience in the areas offshore floating production and storage, logistics, ports, and infrastructure. In the sphere of international trade, Linos frequently advises banks involved in the finance of international trade on complex issues concerning payment obligations and bank-to-bank reimbursements under letters of credit, demand guarantees, performance bonds, standby credits, and forfeiting. Linos is also regularly instructed in the fields of commodities, banking and financial services litigation and regulation, civil fraud, asset tracing, and professional negligence.

## Facilitators:



### **Peter Grube**

Peter is Head of Training, responsible for developing and delivering BIMCO courses and seminars world-wide. He joined BIMCO's Support & Advice in 1990 and was later appointed Marketing & Sales Director. Prior to joining BIMCO he worked at a shipowning office in Copenhagen, as well as a sale & purchase broker in Greece. Peter Grube is a graduate from the Danish School for International Marketing & Export and is a Chartered Shipbroker (FICS). He holds a Master's in Education and Learning from Roskilde University (RUC).



### **Ayako Odashima**

Ayako is Manager in BIMCO's Training department and is responsible for marketing and implementation of BIMCO's training courses worldwide.

Prior to joining BIMCO in 2015, Ayako has worked for various international organizations, including UNICEF, FAO, WFP and UNOPS, and has been responsible for large-scale emergency logistics and coordinated training programs on humanitarian logistics and supply chain management in Asia, Africa, Europe and in the Middle East. Ayako holds a MSc in International Relations from London School of Economics and BA from Boston University.



### **Josephine Schöler**

Josephine is Assistant Manager in BIMCO's Training Department. Her responsibilities include the implementation of BIMCO's training courses online and worldwide, the publication of courses, maintenance of the Training webpages and providing customer support.

Prior to joining the BIMCO Training team in the beginning of 2020, Josephine started to work at BIMCO in January 2019 in the IT department. She assisted with the previous charter party editor IDEA and the transition to the new editor SmartCon.

## Other topics in the series:

- BARECON
- REPAIRCON/MINREPCON
- Ice Navigation and the Ice Clauses for Time/voyage Charter Parties 2005
- Force Majeure Clauses in the international maritime trade
- MARPOL's EEXI and CII regulations and the BIMCO Clauses
- The BIMCO Bunker Clauses
- Infectious or Contagious Diseases Clauses
- BIMCO Maritime Security Contracts