**Ebola Virus Charter Party Clause**

Please find below a suggested Ebola clause for a charter party subject to English law. Since the circumstances of each fixture will differ and since your charter party may contain other clauses/obligations which may conflict with the wording below, any charter party clause should be considered in the context of your particular fixture and situation. You are also advised to consult the Managers and/or external lawyers in each case.

*1.1   In this clause "Affected Place" means any port, place, area, region or country which, in the reasonable judgment of the Master and/or the Owners, may put the Vessel or crew or other persons on board at risk by reason of the Ebola virus.*

*1.2 The Vessel shall not be obliged to proceed to or continue to or through or remain at any Affected Place. Owners shall not be obliged to load cargo or to sign bills of lading for any Affected Place and* *charterers shall not allow or authorise bills of lading for any Affected Place to be issued on owner’s behalf.*

*1.3 If Owners decide in their sole discretion that the Vessel shall not proceed or continue to or through or remain at an Affected Place they shall immediately notify Charterers. Charterers shall be obliged and entitled, notwithstanding any other terms of this Charterparty, to issue alternative voyage orders ("the Alternative Orders") within 48 hours of receipt of such notice.*

*1.4 Charterers shall indemnify Owners for any costs, expenses or liabilities incurred by Owners, including claims from holders of bills of lading, as a consequence of the Vessel waiting for and/or complying with the Alternative Orders. The Vessel shall not be off-hire if any time is lost as a result of waiting for or complying with the Alternative Orders.*

*1.5 If, notwithstanding their liberty to refuse to do so, Owners agree to proceed to or continue to or through or remain at an Affected Place:*

*1.5.1 Owners shall not be deemed to have waived any of their existing rights under this charter party.*

*1.5.2 In the event of any time being lost as a result of the Vessel proceeding to or continuing to or through or remaining at an Affected Area, the Vessel shall remain on hire.*

*1.5.3 Owners shall undertake such reasonable measures in relation to the Ebola virus as may from time to time be recommended by the World Health Organisation. Upon taking such measures, Owners shall be deemed to have taken all reasonable steps to avoid risks posed by the Ebola virus.*

*1.6 The Vessel shall have liberty to comply with all orders, directions, recommendations or advice of competent authorities and/or the Flag State of the Vessel in respect of arrival, routes, ports of call, destinations, discharge of cargo, delivery or in any other respect whatsoever relating to issues arising as a result of the Vessel being ordered to an Affected Place.*

*1.7 Any additional costs, expenses or liabilities whatsoever arising out of the Vessel visiting or having visited an Affected Place, including but not limited to screening, cleaning, fumigating and/or quarantining the Vessel and its crew, and the obtaining of medical treatment for any infected crew, shall be for Charterers' account.*

*1.8 If in compliance with this Clause anything is done or not done, such shall not be deemed a deviation, nor shall it be or give rise to an off-hire event, but shall be considered as due fulfilment of this Charterparty. In the event of a conflict between the provisions of this Clause and any implied or express provision of this Charterparty, this Clause shall prevail to the extent of such conflict, but no further.*

*1.9 If, after the currency of this Charterparty, the vessel suffers delays and/or costs and/or expenses and/or liabilities due to the vessel having called at an Affected Place during the currency of this Charterparty, Charterers shall indemnify Owners for any delays, and/or additional costs, expenses and liabilities arising.*