LOI FOR LOADING [or DISCHARGING depending on the circumstance] IN RAIN

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To: The Owners, Disponent Owners and Master of the M/V‘‘.......‘‘

[Insert date]

Dear Sirs,

Ship: M/V‘‘…………..‘‘

Voyage: …………………………………………..

Cargo: ......................

Bill(s) of Lading:

1….

2….

The above cargo is [*or “has been” depending on the circumstance*] shipped on the above vessel by …... and consigned to ...... for delivery at the port of ............. Due to Charterers / Shippers / Receivers .................... wanting to continue loading [*or* “*discharging*” *depending on the circumstance*] operations in weather conditions that would normally require owners to close hatches, for example rain, we hereby request you to continue to load [*or* “*discharge*” *depending on the circumstance*] under Charterers / Shippers / Receivers directions irrespective of prevailing weather conditions such as rain that would normally require the closure of hatches and the cessation of loading [*or* “*discharging*” *depending on the circumstance*].

In consideration of your complying with our above request we hereby agree as follows:

1. To indemnify you, your servants and agents and to hold all of you harmless in respect of any liability, loss, damage or expenses of whatsoever nature including consequential damages (including but not limited to cargo already loaded) which you may sustain by reason of the vessel loading [*or* “*discharging*” *depending on the circumstance*] the cargo in accordance with our request.

2. In the event of any proceedings being commenced against you or any of your servants or agents in connection with the loading [*or* “*discharging*” *depending on the circumstance*] of the cargo as aforesaid to provide you or them on demand with sufficient funds to defend the same.

3. If, in connection with the loading [*or* “*discharging*” *depending on the circumstance*] of the cargo as aforesaid, the ship or any other ship or property belonging to you should be arrested or detained or if the arrest or detention thereof should be threatened, to provide on demand such bail or other security as may be required to prevent such arrest or detention or to secure the release of such ship or property and to indemnify you in respect of any liability, loss, damage or expenses caused by such arrest or detention or threatened arrest or detention whether or not such arrest or detention or threatened arrest or detention may be justified.

4. The liability of each and every person under this indemnity shall be joint and several and shall not be conditional upon your proceeding first against any person, whether or not such person is party to or liable under this indemnity.

5. This indemnity shall be governed by and construed in accordance with English Law and each and every person liable under this indemnity shall at your request submit to the jurisdiction of the High Court of Justice of England.

Yours faithfully

For and on behalf of

[insert name of charterers]

Signature