

A Standard Form Letter of Indemnity to be given in return for Delivering Cargo Without Production of the Original Bill of Lading

Important

Delivery of cargo without presentation of the original bill of lading will take an owner/carrier or other recipient of a Letter of Indemnity outside the scope of their P&I cover. Acceptance of a Letter of Indemnity in the form set out below does not reinstate P&I cover and you may be at risk of significant financial exposure. You should therefore satisfy yourself of the financial standing of the party providing the Letter of Indemnity.

To: [insert name of Owners and/or Managers as appropriate]

[insert date]

The Owners and/or Managers of the [insert name of Vessel]

[insert address]

Dear Sirs

Vessel: [insert name of vessel]

Port of Loading: [as stated in bill of lading]

Port of Discharge: [as stated in bill of lading]

Cargo: [insert description of cargo incl. weight, volume, measurement, quantity figures and remarks as set out in bill of lading]

Bill(s) of Lading: [insert identification numbers, date and place of issue.]

The above Cargo was shipped on the above Vessel by [insert name of shipper] and consigned to [insert name of consignee or party to whose order the bills of lading are made out, as appropriate] for delivery at the Port of Discharge but the Bill(s) of Lading is (are) not currently available to be presented.

We, [insert name of party requesting delivery], hereby represent and undertake that [insert name of the party to whom delivery is to be given] is the party lawfully entitled to delivery of the said Cargo and request you to deliver the said Cargo to [insert same name] or to such party as you believe to be or to represent [insert same name] or to be acting on behalf of [insert same name] at [insert place where delivery is to be made] without production of the original Bill(s) of Lading.

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 expense of whatsoever nature which you may sustain by reason of delivering 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 delivery 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 delivery of the Cargo as aforesaid, the Vessel, or any other vessel or property in the same or associated ownership, management or control, or any vessel or property in your ownership, management or control, should be arrested or detained or should the arrest or detention thereof be threatened, or should there be any interference in the use or trading of the Vessel or such other vessels or property (whether by virtue of a caveat being entered on the Vessel's or such other vessel's registry or otherwise howsoever):

(a) 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 the Vessel or such other vessel or property or to remove such interference;

(b) if you have already provided security, to provide on demand equivalent substitute or counter security, whether or not you have made any prior demand upon us and whether or not such security exceeds the value of the Vessel or such other vessel, and

(c) to indemnify you in respect of any liability, loss, damage or expense caused by such arrest or detention or threatened arrest or detention or such interference, whether or not such arrest or detention or threatened arrest or detention or such interference may be justified.

4. If the place at which we have asked you to make delivery is a bulk liquid, dry bulk cargo or gas terminal or other facility, or another vessel, lighter or barge, then discharge or delivery to such terminal, facility, vessel, lighter or barge shall be deemed to be delivery to the party to whom we have requested you to make such delivery.
5. As soon as all original bills of lading for the above Cargo shall have come into our possession, to deliver the same to you, whereupon (always provided that the said bills of lading have been properly tendered by the party to whom the Cargo was actually delivered) our liability hereunder shall cease.
6. 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.
7. This indemnity shall be governed by and construed in accordance with English law and each and every person liable under this indemnity submits to the exclusive jurisdiction of the High Court of Justice of England.*1

Note:
1. The proforma wording provides for English law and jurisdiction and the wording is drafted on the basis of English law. Choosing English law and the English courts gives a number of benefits. Choosing a different legal or court system may mean that these benefits are lost or that enforcement of the obligations within the letter is more difficult or inconsistent with the enforcement of any other letters of indemnity given in the same charterparty chain.

Yours faithfully for and on behalf of [insert name of Requestor]

The Requestor

Full name

Signature

Authorised signatory*2

Note:
2. Care should be taken to (a) clearly identify who is signing the letter and (b) have them take reasonable steps to demonstrate that they have authority to sign the letter (such as the use of an official stamp, identification of their role/title, etc).