

**CIRCULAR TO ALL MEMBERS**

**Ref: 2013/02**

June, 2013

**Prevention of maritime liens - bunker ownership**

There have been a number of recent instances where Members have been forced to pay for bunkers supplied to the ship on behalf of a charterer who has subsequently become insolvent.

Although in a number of jurisdictions it is impossible to prevent the creation of a maritime lien in favour of a bunker supplier, Members are recommended to protect their position by having a clause along the following lines stamped on the invoice for any goods or services, including bunkers, supplied on behalf of the charterers;

“The goods and/or services being here by acknowledged, receipted for and/or ordered are being accepted and/or ordered solely for the account of charterers Messrs..... of..... and not for the account of said ship or her owners. Accordingly, no lien or other claim against said ship can arise therefrom”.

If possible such a clause should be incorporated into any charterparty.

Yours faithfully,  
**THOMAS MILLER DEFENCE LTD**  
Managers