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## Timothy Hill QC

Call: 1990  
QC: 2009

CEDR Accredited Mediator

LLB (Hons) (First Class) University College, London  
Post Grad Research Diploma, Fitzwilliam College, Cambridge  
BCL, Exeter College, Oxford

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Timothy Hill QC has a broad commercial practice with particular expertise in all aspects of: shipping & maritime law including charterparties, bills of lading, contracts of affreightment etc., ship finance, shipbuilding, ship sale and purchase, collisions and salvage; international trade (CIF, C&F, FOB etc), sale of goods (domestic and international), commodities; marine insurance including hull, war risks, loss of use, mortgagees' interest, cargo, P&I etc; non-marine insurance; commercial litigation including joint ventures, distribution agreements, commercial agencies, and shareholders' agreements; banking and finance with particular expertise of the ISDA Master Agreement; arbitration (practice and procedure) and civil fraud.

Timothy Hill QC also sits as a commercial Arbitrator and acts as a Mediator. Timothy Hill QC is recommended in Chambers & Partners and Legal 500 as a leading silk for both shipping and commodities and in Legal Experts for commercial litigation.

*Timothy Hill QC is recommended for his work on ship sale and purchase, shipbuilding, ship finance, charter party disputes and insurance matters. He is known to be "a proper little rottweiler who is a real advocate for the client."* (Chambers & Partners 2012)

*Timothy Hill QC is a 'new silk doing heavyweight cases' and a 'strong performer who is excellent on his feet'.* (Legal 500 2011)

*The market's admiration further extends to Timothy Hill QC whose promotion to silk has been well received. A "bright and tenacious, yet measured advocate."* (Chambers & Partners 2011)

*...the "eminently respected" Timothy Hill QC is "a technically excellent silk performer who can hold his own against the leading players at the Bar."* (Chambers & Partners 2010)

### Charterparties, Bills of Lading, Contracts of Affreightment:

Tim has acted for owners and charterers in some of the most important cases over the last ten to fifteen years. By way of illustration, examples of cases include the following:

- *Seagate Shipping Ltd v Glencore International AG ("The Silver Constellation")* [2008] 2 Lloyd's Rep 440: charterparty (time) – RightShip approval scheme – charter providing that vessel to remain in all respects eligible for trading to ports permitted in charter – whether owners obliged to provide and maintain vessel with RightShip approval – whether owners obliged to permit RightShip inspection as required by charterers. Two related arbitrations involving losses of up to US\$21 million.
- *Golden Fleece Maritime Inc v ST Shipping & Transport Inc ("The Frixos / The Elli")* [2008] 2 Lloyd's Rep 119 (CA), [2008] 1 Lloyd's Rep 262: change in international regulations – oil tankers chartered under Shelltime 4 form – MARPOL changes restricting vessels' cargo carrying capacity – whether loss to be borne by owners or charterers.
- *The Sea Angel* [2007] 2 Lloyd's Rep 517: delay under time charter; detention; frustration and risk allocation.



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- *Triton Navigation Inc v Vitol SA* [2004] 1 Lloyd's Rep 55 (CA), [2003] 1 Lloyd's Rep 151: obligation to provide a cargo – oil refinery delays caused by physical congestion or scheduling congestion – exception to demurrage where delay caused by owners' fault.
- *Owners of Cargo Lately Laden On Board The Torepo v Owners of The Torepo* [2002] 2 Lloyd's Rep 535: unseaworthiness – due diligence – grounding - chart discrepancy – whether cause of grounding navigational error.
- *Marimpex Mineraloel Handlesgesellschaft mbH & Co KB v Compagnie de Gestion et d'Exploitation Ltd ("The Ambor")* [2000] 1 ALL ER (Comm) 182: whether charterers entitled to order vessel to perform last voyage ending after period for redelivery.
- *The Jalagouri* [2000] 1 Lloyds Rep 515 (CA), [1999] 1 Lloyds Rep 903: whether clause 8 of the NYPE charterparty, amended so as to provide that charterers are to discharge the vessel, places an obligation on charterers to ensure that discharge of cargo is permitted and/or not prevented by local port authorities.
- *The Goodpal* [2000] 1 Lloyds Rep 638: receivers at first port of discharge requested discharge of additional cargo – owners agreed but only against letter of indemnity - cargo shortlanded at second discharging port - whether receivers acting as agent of charterers – whether shortlanding at second discharge port due to act, neglect or default of owners.
- *The Sea Maas* [1999] 2 Lloyds Rep 281: bill of lading cargo claim involving Hague-Visby Rules – allegation of wetting damage to cargo of steel coils – place of performance of the obligation in question was the port of loading.

Tim has extensive experience of oil major clauses in tanker charterparties and over the past three years has advised or acted in relation to over 15 different claims involving both High Court and arbitration. Tim has detailed knowledge of the SIRE System. Tim acted in the leading Oil Major Clause case of *The Seaflower* [2001] 1 Lloyds Rep 341 (CA), [2000] 2 Lloyds Rep 37.

Most recently, Tim has undertaken numerous high value arbitrations which are confidential but can be summarized as follows by way of illustration:

- Owners' claim for hire in relation to six charter parties where Chinese charterers dispute liability to pay PRC taxes on hire, seek restitution of overpaid hire and contend charters are unenforceable for illegality (value of claim US\$50 million +) (2011).
- Owners' claim for hire in relation to five charter parties where Chinese charterers dispute liability to pay PRC taxes on hire (value of claim US\$30 million +) (2011).
- US\$6+ million claim for late delivery and cancellation of a tanker charterparty for a VLCC (involving 7-day arbitration) (2011).
- US\$5+ million claim by owners for off-spec bunkers and early redelivery (2011).

### Ship Finance, Ship Building, Ship Sale and Purchase:

- Tim has advised in respect of the financing of the construction of one of the world's largest cruise liners currently being built.
- Enforcement of guarantee in respect of loan agreements and interest rate swaps secured by mortgage over vessel (2010).
- Dispute under a ship finance facility for €224 million (2009).

Tim has considerable recent experience in ship building cases:

- Construction of a number of bulk carriers – delays, modifications and right of cancellation (2011).
- Dispute over the construction of two off-shore supply vessels in excess of US\$50 million; issues concerned delays, quality and right of cancellation (2010).
- US\$196 million dispute under three shipbuilding contracts (product carriers). Disputes as to interpretation of contracts, method of physical construction and liability to make payment of installments (2009).
- Claim under shipbuilding contract; whether purchaser was liable to indemnify yard in relation to a claim brought by third party directly against yard for defects (2009).



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Tim has extensive experience of ship sale and purchase cases, having appeared in five recent arbitration hearings as follows:

- Claim for repudiatory breach of MoA in excess of US\$40 million. Two-week arbitration hearing concerning the non-acceptance of delivery by Chinese buyers. Issues include whether nomination of delivery port is irrevocable (2011).
- Claim for repudiatory breach of MoA in excess of US\$47 million. Non-acceptance of new build. Whether Seller had title to vessel (from yard) prior to cancellation date under re-sale contract (8-day arbitration) (2011).
- One-week arbitration concerning late delivery of a Capesize vessel under an MoA, disputes as to liability and quantum (2011).
- Acted for buyers in a major two-week arbitration concerning the sale and purchase of a ship, the contract for which had been fraudulently procured and clients were claiming about US\$10 million in damages (2010).
- Fraudulent concealment of damage during pre-purchase inspection. Dispute as to condition on delivery. Two-week arbitration concerning misrepresentation, breach, and quantum of loss (2008).

### Unsafe Port Claims:

Tim has recently undertaken a number of unsafe port claims on behalf of both owners and charterers involving extensive damage to the vessels concerned. Examples include a recent two-week arbitration concerning a US\$10,000,000 claim for an unsafe port arising out of a grounding on the Orinoco River. Tim has experience of groundings on the River Parana.

### Salvage and Collisions:

- Frustration of a salvage contract during the Egyptian uprising in 2011 and issues relating to SCOPIC (2011).
- Urgent application to LOF Arbitrator for injunction and/or specific performance of obligation to assist in taking redelivery of salvaged property (2011).
- *“Dina Barge”* (2010): a complicated salvage involving a five-day LOF hearing.
- *Ocean Crown v Five Oceans Salvage Consultants Ltd* [2010] 1 Lloyd’s Rep 468: prolonged salvage of a stricken cargo vessel, valued at more than US\$160 million dollars. The first Arbitrator awarded circa US\$34m, increased on appeal to in excess of \$40m. The case then went to the High Court, where Tim acted on two issues of law concerning principles of encouragement and proportionality. The appeal award was remitted to the Appeal Arbitrator for reconsideration.
- *Voutakos* [2008] 2 Lloyd’s Rep 516: Appeal to the Court concerning the application of the “disparity principle” said to be applicable in straightforward rescue towage cases.
- *The Altair* [2008] 2 Lloyd’s Rep 90: salvage, arbitration award and enforcement. The Grain Board of Iraq claimed state immunity. Freezing injunction granted.
- *Kamal c/w Ariela* [2010] 2 Lloyd’s Rep 247: losing party alleging that successful party had fraudulently inflated its claim for damages – whether losing party entitled to have costs order set aside – whether losing party entitled to damages for deceit.
- *“Sanko Phoenix”* (2010): High Court acting concerning quantum of damages following a collision.
- *Eleftheria v Hakki Deval* (2009): issues concerning the appropriate calculation of loss of use when a vessel is undergoing temporary and permanent repairs following a collision.
- *Gold Shipping Navigation SA v Lulu Maritime* [2009] 2 Lloyd’s Rep 484: collisions at sea; counterclaims; discretion; extensions of time; limitation periods.

### Sale of Goods and Commodities:

- *Alba Proteins v Cagemax* (2011): claim under contracts for the supply of animal meal – GAFTA – dispute as to jurisdiction and repudiatory breach.



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- Spot trading of biodiesel (fatty acid methyl ester) – contracts expressly incorporated the standard terms contained in FOSFA form 61 – claim under more than 30 contracts – freezing injunction granted in relation to non-payment of about US\$20 million (2010).
- Purchase of vegetable oil on FOSFA 54 – appeal against decision of FOSFA tribunal – whether claim time barred and whether Court should exercise discretion to extend time (2010).
- Claim for late delivery under a CIF contract for the supply of winter gas oil; correct measure of loss; mitigation.
- Non-performance of contracts for RBD palm oil on FOSFA 81 (2009).
- Claim for non-delivery under a CIF contract incorporating FOSFA 54 – ban imposed by the Greek authorities on the import of sunflower seed oil from the Ukraine – whether buyer in breach (2009).
- CIF contract concerning the shipment of biofuel to receivers power generating plant. Cause of extensive damage and shut down of plant: quality dispute (2009).

### Forward Freight Agreements:

- *AS Klaveness v Pioneer Freight Futures* [2010] 2 Lloyd's Rep 613: US\$30m claim for breach of the ISDA Master Agreements and non-payment of Early Termination Payments; whether Event of Default committed, whether ISDA Master Agreement permitted netting off of claims and upon what terms; collateral agreements and equitable forbearance.
- *Flame SA v Primera and TMT Asia*: US\$7 million claim to enforce FFA; CPR 72 and freezing injunctions.

### Insurance:

- Representing shipowners in relation to US\$35 million hull claim for constructive total loss following grounding and breaking into two of tanker – cause of grounding – whether breach of towage warranty.
- *Susan Corp v Brit Insurance Ltd & Others* (2010): represented shipowners in respect of a US\$12m dispute under a marine insurance contract for breach of warranty of class.
- Whether salvage services were incurred in order to avoid or in connection with the avoidance of a peril covered by the Policy; extent of reasonable measures under section 66 and 78(4) of the Marine Insurance Act 1906.
- *Owners of the ship "Ariela" v Catlin (Five) Ltd & Others* [2011] 1 Lloyd's Rep 291: insurers bringing subrogation action – claim shown to be fraudulent – whether insurers liable for Defendant's costs – whether privilege available to prevent disclosure of documents – Senior Courts Act 1981, section 51.
- Dispute concerning whether "stinger" for oil pipe laying barge (US\$20m) was covered by hull policy; terms of the policy; rectification of the policy; true construction of "connected with" (2009).
- Dispute as to the correct terms of the policy - whether class maintained warranty part of slip – breach of warranty – non-disclosure (2007).
- Dispute concerning charterers' loss of hire following a lengthy detention caused by piracy. Whether a valued policy; whether ownership structure between owners and charterers negated loss of use; whether non-disclosure of ownership structure; moral hazard; whether voluntary assumption of loss.
- *Selby Paradigm* [2004] 2 Lloyd's Rep 714: application by underwriters to be joined as defendants and to set aside default judgment – whether Court had jurisdiction to consider application for joinder – appropriate test for setting aside default judgment in Admiralty proceedings – whether arguable defence – whether undue delay - CPR 19.2(2) and 61.9(5).
- *Handelsbanken ASA v Dandridge & Ors* [2002] 2 Lloyd's Rep 421 (CA): whether seizure and detention by reason of infringement of trading regulations – whether arrest and detention of vessel arose from operation of ordinary judicial process or failure to provide security or any financial cause – whether claimants' claims excluded by exclusion clauses in war risks policy.

Tim has considerable experience of disputes concerning P&I coverage; true construction of Club Rules; principles applicable to operation of Directors' discretion.



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## Education and Qualifications

1985-1988	University College, London, LLB (Hons) First Class
1988-1989	Fitzwilliam College, Cambridge, Post Graduate Research Diploma
1989-1990	Inns of Court School of Law, Bar Examinations
1990-1991	Exeter College, Oxford, BCL
2002	Member of the Chartered Institute of Arbitrators
2002	CEDR accredited Mediator

## Professional Memberships

Chartered Institute of Arbitrators  
British Maritime Law Association  
London Maritime Arbitrators' Association – Supporting Member  
Commercial Bar Association  
London Common Law and Commercial Bar Association