

## **Adapter from C(ore)7 Mediterranean IRON ORE**

## **STEMMOR CHARTER PARTY (1983)**

Geneva,

1. IT IS THIS DAY MUTUALLY AGREED BETWEEN .....,  
of ....., Owners of the M.V ..... flag .....  
and ..... of ..... Charterers as follows:

## **Vessel's condition and eligibility to trade**

1A. Owners warrant that the vessel is tight, staunch and strong, in class, and in every way fitted for the voyage, with her hull, machinery and equipment in a  
thoroughly efficient state and with a full and efficient complement of Master, Officers and Crew, insofar as the foregoing conditions can be attained by the exercise of due  
diligence. Owners further warrant that the vessel is eligible for trading to the ports and places specified for the voyage and at all times shall have on board all certificates,  
records and other documents required for such trading.

1B. Owners guarantee vessel's description.      Built ..... LOA ..... .

## **Vessel's Description**

Beam ..... DWAT ..... on a summer salt water draft of .....  
Single - ..... 9  
deck ..... 10  
Tween - ..... 11  
..... 12

..... holds aft hold with/without raised tunnel shaft.

..... hatches sizes .....

.....cranes/winches and derricks of ..... tons lifting capacity each in single gear and suitable for working with married folds.

Vessel is classed Lloyd's 100A1 or equivalent and Owners guarantee that such classification will be maintained during the entire duration of this Charter Party.

Should this classification not be maintained during the specified period then Owners to be liable for any and all extra insurance penalties or assessments directly resulting from the fact that the vessel's guaranteed classification has not been maintained.

**Port of Loading**

2. This ship shall proceed with all convenient speed to .....	20
..... and there load, always afloat from ashore and/or alongside other vessels and/or craft, as directed by Charterers or their designated representative at .....	21
..... berth(s) and/or at a safe anchorage, a full and complete cargo	22
of .....	23
.....	

**Port of Discharging**

Upon completion of loading the ship shall proceed at her normal service speed to .....	24
..... and there deliver the cargo always afloat, ashore and/or alongside other vessels and/or craft, as directed by Charterers or their designated representative at .....	25
..... berth(s) and/or at a safe anchorage.	26
After arrival written notice is to be given at all ports to Charterers' agent there during the periods, excluding holidays, Monday to Friday 9 a.m. to 5 p.m. (or local weekend equivalent periods) of the vessel being in all respects ready to load or to discharge. Prior to tendering Notice of Readiness the vessel's holds are to be washed, swept and clean to Shippers' satisfaction for the intended cargo to be loaded. Unless otherwise provided for in this Charter Party the Master shall, upon giving Notice of Readiness, declare in writing the exact quantity of cargo he requires within the limits stipulated herein. In the absence of such a declaration on the part of the Master the Charterers shall be deemed to have fulfilled their obligations under this Charter Party if they load the minimum quantity stipulated in this Clause.	27 28 29 30 31

**Freight**

3. Freight to be paid at and after the rate of .....	32
..... per ton of 1,016 Kilos delivered, in full of all port charges, pilotages, consulages, light dues, lighterage, and all other dues usually paid by Steamers, Charterers to have the option to pay the freight on Bill of Lading weight less one percent in lieu of weighing, such option declarable before breaking bulk.	33 34
75 (seventy-five) per cent freight payable on Bill of Lading quantity within ..... banking days of receipt of telegraphic confirmation from Owners of signing and surrender of clean Bills of Lading, clause "Freight prepaid as per Charter Party", balance payable after completion of discharge and receipt by Charterers of all closing accounts, less amounts due under Clause 27 if any. Despatch (estimated or actual) and amounts due under Clause 22 if any are deductible from any payment or freight.	35 36 37
Freight is to be paid to the account of .....	38
.....	
.....	

**Cash Advance**

4. Sufficient cash for Ship's disbursements to be advanced by Owners to Agents at ports of loading and discharging prior to vessel's arrival, failing which Charterers are not to be responsible for any delays to the vessel caused by Owners failure to place Agents in funds prior to ship's arrival. Charterers have the right to and may if agents request deduct loadport disbursements from advance freight and discharge port disbursements from the balance of freight adding five per cent to cover expenses. This right does not relieve Owners of their obligations herein described nor constitute any responsibility or liability on the part of the Charterers.	39 40 41 42
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**Loading and Discharging**

5. The Cargo to be shipped at the rate of ..... Tons and to be discharged at the rate of .....	43
tons per clear weather working day of 24 consecutive hours, Sundays and Holidays always excepted. Time lost at any time by reason of all or any of the following causes shall not be computed in the loading or discharging time or as demurrage, viz: War, Rebellion, Tumults, Civil Commotions, Insurrections, Political Disturbances, Epidemics, Quarantine, Riots, Strikes, Lock-outs, stoppage of Miners, Workmen, Lightermen, Tugboatmen, other essentials to the Working, Carriage, Delivery, Shipment or Discharge of the said Cargo whether partial or general, or Accidents and/or breakdowns at the Mines, at Shippers or Receiver's Works or Wharf, Landslips, Floods, Frost or Snow, Bad Weather, Interruption of River and/or Canal Navigation, Intervention of Sanitary, Customs, and/or other constituted Authorities, Partial or Total Stoppage on Rivers, Canals or on Railways, or any other cause beyond control of Charterers. Calculation of time at each end shall be based on weight inserted in Bill of Lading and shall not be subject to adjustment with weight agreed for freight settlement. In case of deadfreight then the time allowed for loading and discharging shall be calculated on basis of tonnage for which freight is paid and not on the actual quantity loaded.	44 45 46 47 48 49 50 51

**Commencement of Laytime**

6. Time for loading to count from 8 a.m. on next working day after the Ship is reported and ready, and in free pratique and written notice tendered and accepted (whether in berth or not), and for discharging from 8 a.m. on next working day after Ship is reported and in every respect ready, and in free pratique, and written notice tendered and accepted (whether in berth or not). Steamer to be reported during official hours only. In case Shippers/Charterers can arrange to load or discharge on Sundays (or local equivalent) or Holidays, or before time commences to count, Captain to allow work to be done; such time used is not to count. Time between 5 p.m. Friday and 8 a.m. Monday (or local equivalent weekend conditions) and between 5 p.m. day preceding a holiday and 8 a.m. next working day is not to count, even if used. It is understood that "holidays" includes local, and/or labour, and/or national, and/or public holidays.	52 53 54 55 56 57
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**Winch Clause**

7. The ship to unload and/or load barges sent alongside with all possible despatch (should this mode of shipping be used); and any delay incurred by not doing so is not to count as part of laytime or demurrage. The ship to load and discharge as rapidly as possible, and give use of winches and motive power free of expense, and crew to drive the winches, if permitted by local labour regulations, otherwise shore hands to be employed, and Charterers to pay cost of same. The ship to keep the winches in good working order. Vessel shall keep all gear in good working order and shall also supply free of expense motive power, guymen, winches, derricks, gins, falls, runners, slings, and power to operate all usual deck appliances including lights whenever and wherever on board the vessel as required by Charterers for loading, trimming and discharging. Owners to provide deck hands to open and close hatches. Any time lost by reason of breakdown of winches and/or derricks to be recorded respectively per hatch on the sheet of the daily	58 59 60 61 62 63
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working report and not to count, pro rata, as laytime or demurrage. If owing to breakdown of vessel's winches and/or derricks shore appliances are employed then the cost of same to be for Owners' account.	64 65
Owners undertake that cargo gear and all other equipment shall conform with regulations at all ports visited by the vessel, and that the vessel is at all times in possession of valid certificates to comply with such regulations. If shore personnel are not permitted to work due to failure of the Owners to comply with the aforesaid regulations, or because of lack of said certificates, any time so lost shall not count as laytime or demurrage and all extra expenses incurred, directly resulting from such failure, shall be for Owners' account.	66 67 68 69
<b>Demurrage</b>	
8. Demurrage (if any) at the rate of ..... per running day or pro rata for part of a day to be paid to Owners. Owners to pay Charterers despatch money at half demurrage rate for all working time saved both ends. Demurrage/despatch to be settled after completion or the voyage and receipt of loading and/or discharging documents.	70 71 72
9. Laytime to be reversible at Charterers' option. Such option is declarable after receipt of Statement of Facts for all ports.	73
<b>Laydays and Cancelling</b>	
10. Laydays not to commence without Charterers' written consent before ..... and if any wilful misrepresentation be made in respect of the size, position, etc., or should the vessel not be in loading port ready to load latest ..... it shall be at the option of the Charterers whether or not they will load the vessel.	74 75 76
<b>Bills of Lading</b>	
11. The Captain to sign Bills of Lading at any Freight required by Charterers, not less than Chartered rate. Charterers have the right to sublet this Charter Party to others in full or in part, at any rate of freight without prejudice to this Charter, they remaining fully responsible for due fulfilment of same.  Should Bills of Lading not arrive at discharging port in time then Owners agree to release the entire cargo without presentation of the original Bills of Lading.	77 78 79
<b>Agents</b>	
12. Charterers are to nominate and appoint the Vessel's agents at Port of Loading and Discharging. Owners paying customary Agency fee. If proceeding to Turkey Owners to pay Agency and Supervision fees as per the official scale of charges laid down in Turkey. Agents at loading port will be .....  Agents at discharging port will be .....  .....	80 81 82

**General Average**

13. General average shall be settled and adjusted according to York-Antwerp rules, 1974, at and as supplemented by custom and practice at the port of London. If required by Charterers, Owners will forego general average deposits from one or more cargoes and will accept a general average undertaking from Charterers in the customary form. If required by Charterers, Owners agree to release one or more cargoes to Charterers for transshipment from a port of refuge by and at the expense of Charterers, in exchange for a non-separation of interest agreement and a general average undertaking from Charterers in the customary form. The transshipment expenses shall not be included in the general average except to the extent of the other general average expenses thereby saved. 83  
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14. Master to telegraph "Charterers," as well as Charterer's agents at Port of Loading, should he have to put in at any Port or Ports. 88

15. In case of Jettison, the Captain to report the same to Receivers and "STEMMOR LONDON" immediately. 89

**Overtime**

16. The ship to work at night if requested to do so. Overtime to be for account of party ordering same, but if ordered by Port Authorities 50 per cent shall be paid by Charterers and 50 per cent by the Owners. Overtime earned by the Officers and Crew shall always be entirely for Owners' account. 90  
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17. Shippers/Charterers/Receivers to put the cargo on board, trim and discharge cargo free of expense to the vessel. Trimming is understood to mean levelling off the top of the pile and any additional trimming required by Master is to be for Owners' account. 92  
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**Commission**

18. A Commission of 4 (four) per cent on the gross amount of freight, dead freight, and demurrage is due on shipment, ship and/or cargo lost or not lost to Ore Chartering Ltd., London. Commission, due to Ore Chartering Ltd., on freight is deductible from advance freight payment and commission due to Ore Chartering Ltd., on deadfreight and/or demurrage, if any, is deductible from balance of freight. 94  
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**Notices**

19. Ship to apply to ..... for cargo. 97

Owners or Master to give to loading port agents ..... 98

days notice of vessel's expected date and time of arrival together with approximate quantity of cargo required on giving the ..... days notice. 99

Master also to give to discharging port agents ..... 100  
days notice of expected date and time of arrival at discharging port. Upon sailing from the loading port Master will cable "STEMMOR LONDON" stating the exact quantity of cargo loaded and his E.T.A. at discharging port. In the event of Owners or Master failing to give the aforementioned notices, Charterers are to be allowed 24 hours extra laytime for loading or discharging. 101  
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20. The Act of God, the Queen's enemies, Arrest and/or Restraints of Rulers, Princes and People, Quarantine, Fire on Board, in Hulk or Craft or on Shore, Ice, 104

Barratry of the Master and Crew, Enemies, Pirates, Robbers by land or sea, accidents to and damage and detention from Boilers, and of Machinery, Collisions, Stranding, Jettison, or from any act, neglect, default or error in judgment whatsoever of the Pilot, Master, Crew or other servants of the Shipowners in the management and/or the navigation of the vessel, and all and every other Dangers and Accidents of the Seas, Rivers and Canals of whatever nature and kind whatsoever, before and during the said voyage always mutually excepted. Vessel has liberty to call at any port or ports, in any order, or places, to bunker, or to deviate for the purpose of saving life or property, with leave to sail without Pilots, and tow or to be towed and assist vessels or to be assisted in all situations whatsoever. Salvage and/or towage for Owner's sole benefit.	105 106 107 108 109
21. All liability of Charterer shall cease on completion of loading except Charterers to remain responsible for payment of freight, deadfreight and demurrage if any. Deadfreight/demurrage to be settled after completion of the voyage and receipt of loading and/or discharging documents.	110 111
<b>Insurance</b>	
22. Any extra insurance premium on cargo on account of vessel's age, flag, class or ownership to be for Owner's account.	112
<b>Bad Weather</b>	
23. The Captain shall cover the hatch of each hold as soon as the loading into same has finished, and also all hatches when the loading or discharging has finished for the day, if the weather be wet or threatening; he shall also, during rain or snow, cover up all hatches by which loading or discharging is not actually going on. It is agreed that the Captain may send someone to check the weight of the cargo on delivery so as to avoid dispute, and weight as ascertained to be conclusive.	113 114 115
24. Owners accept the risk of detention which may arise if by reason of insufficient depth of water the vessel cannot get to a usual loading and/or discharging berth, as ordered, when same available.	116 117
25. If through congestion at the Port of Discharge vessel is kept waiting off the port lay days are to commence to count as per Clause 6, but not until 36 hours from arrival (Sundays, or local equivalent and holidays excepted).	118 119
26. In the event of any general strike, riot, insurrection, revolution or war, which may prevent the Shipment of cargo under this Charter, the Owners in the event of no cargo having been loaded, have the option of cancelling this Charter or if any cargo has been loaded they have the right to proceed on the voyage with the cargo so loaded. In the latter case the time to count as lay days to be mutually agreed between Owners and Charterers.	120 121 122
<b>Grab Discharge</b>	
27. Vessel is guaranteed suitable for grab discharge and is to tender clear of sweat battens. No cargo is to be loaded in deep tanks, bunkers or other compartments not easily accessible to grabs. If the cargo is loaded and trimmed in tweendecks any extra expenses incurred at loading port and time lost to be for ship's account also any extra trimming necessary on account of vessel's construction to be for Owners' account and time so occupied to be for Owners' account. Any extra expenses and/or loss of time over and above the cost of normal grab discharge incurred at discharging port for cargo not easily accessible to grabs or loaded in the tweendecks is to be for Owners' account also any extra expenses incurred solely owing to vessel's construction and amounts involved may be deducted from the balance of freight pending final adjustments. All extra time lost under this Clause to be added to the laytime. Deeptanks, tunnels and all other provisions within vessel's holds are to be sheltered against damage by Receivers' grabs, failing which Owners are to be responsible for all consequences. Any disputes regarding stevedoring damage to be settled directly between Owners and Stevedores and any time occupied in repairing Stevedoring damage not to count as laytime.	123 124 125 126 127 128 129 130

**Arbitration**

28. All disputes from time to time arising out of this Contract shall, unless the parties agree forthwith on a single Arbitrator, be referred to the final arbitrament of two Arbitrators carrying on business in London who shall be members of the Baltic Exchange and engaged in the shipping and/or grain trades, one to be appointed by each of the parties with power to such Arbitrators to appoint an Umpire. Any claim must be made in writing and Claimant's Arbitrator appointed within twelve months of final discharge and where this provision is not complied with the claim shall be deemed to be waived and absolutely barred. No award shall be questioned or invalidated on the ground that any of the Arbitrators is not qualified as above, unless objection to his acting be taken before the award is made.	131 132 133 134 135
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**Protective Clauses**

29. New Jason Clause, Both-to-Blame Collision Clause, P & I Club Oil Bunkering Clause and Chamber of Shipping War Risks Clauses 1 and 2 are to be deemed incorporated in this Charter Party.	136
30. The Pilot, Master, Officers and Crew of the vessel, and any tow boat person or facility assisting the vessel, shall not be agents or employees of Charterers and the Charterers shall not be liable for any loss, damage or claims resulting from or arising out of negligence or error of any of them while vessel is proceeding to or lying at any place of loading and/or discharging.	137 138 139
31. While the Surveyor is taking draft readings and/or tank soundings, Master is not to take on or pump ballast at load and discharge ports without obtaining permission of the Charterers, and vessel is not to take on, release or switch from one tank or other compartments to another any ballast, fresh water or fuel oil.	140 141
32. Vessel to furnish a certified calibration scale for all tanks including fore and aft peaks and double bottom tanks and deep tanks; Plimsoll marks amidships and draft marks on port and starboard sides bow and stern to be clearly cut and marked on shell plating. Vessel to furnish capacity plan, displacement scale and deadweight scale and same to be certified by the Master as to correctness at time of loading.	142 143 144
33. When loading Pig Iron and/or scrap Charterers have the right to dump the cargo after safe flooring secured. Stowage to be under the direction of the Master.	145
34. Magnet loading and/or discharging is permitted and the Vessel is to provide all power required by Shippers and/or Receivers and/or Charterers.	146
35. Owners warrant that vessel has not called at Cuba or North Vietnam since 1st January, 1962.	147
36. If vessel calls at any U.S. port for purposes of loading and/or discharging and/or embarking or disembarking passengers, vessel's cargo gear and all other equipment must comply with regulations established by U.S. Public Laws 85-742 Part 9 (Safety and Health Regulations of Longshoring). If longshoremen are not permitted to work due to failure of Master and/or Owners' Agents to comply with the aforementioned regulations, any delays resulting therefrom shall be for Owners' account.	148 149 150
37. Owners warrant that they have secured and carry aboard the vessel a U.S. Federal Maritime Commission's Certificate of Financial Responsibility as required under the U.S. Water Quality Improvement Act of 1970. In any case Owners shall be liable for any and all consequences arising from their failure to obtain the aforementioned certificate.	151 152 153
38. If vessel is required to shift between berths at either loading port or discharging port time is not to count as laytime and shifting expenses are to be for Owners' account.	154 155
39. Owners warrant that the vessel will not be scheduled for breakup upon completion of this Charter. Charterers are granted a maritime lien on the vessel and are entitled to deduct from any sums due to Owners for all damages arising from a breach of this warranty.	156 157
40. Opening and closing of hatches to be for Owners' account.	158

**Part Cargo Clause**

41. In the event of a part cargo option being agreed during negotiations the following conditions are deemed to have been accepted by Owners:	159
(a) Owners have the option to complete with other lawful general merchandise at their risk and expense from a port en route to a port en route. Any such completion cargo is to be non injurious to cargo carried under this Charter party, and is not to be loaded in same compartments as cargo loaded under this Charter Party. If such completion cargo is in bulk then this is not to be stowed in tweendecks above cargo loaded under this Charter Party, and if such completion cargo is in bags or casks or drums i.e., not bulk and same is carried in tweendecks then the tween deck hatch covers are to be securely covered by tarpaulins to avoid seepage of cargo into lower holds. At all times Owners are to be fully responsible for any contamination of cargo loaded under this Charter Party due to completion cargo being carried. Such completion cargo is not to be loaded or discharged at same time as cargo carried under this Charter Party.	160 161 162 163 164 165
(b) At loading port letter of readiness is not to be presented (or accepted) until all compartments into which cargo will be loaded under this Charter Party are actually free and unimpededly available. At discharging port letter of readiness is not to be presented (or accepted) until any cargo over-stowing or otherwise impeding discharge of cargo under this Charter Party has been discharged or otherwise removed.	166 167 168
(c) If other cargo is to be loaded and/or discharged at same berth or by means of same shore loading or discharging equipment prior to the cargo under this Charter Party then the notice of readiness under this Charter Party can only be tendered (or accepted) when such other cargo has been finally loaded and/or discharged.	169 170

**Bagged Cargoes**

42. In the event of bagged cargo being carried the following conditions are deemed to have been accepted by Owners:	171
(a) Owners to take adequate precautions in order to protect bagged cargo from damage. If the vessel is not cargo batten fitted Owners to supply and lay at their expense any dunnage and mats and kraft paper necessary to ensure adequate protection of cargo. In any case it is understood that dunnage and/or mats and/or kraft paper must be sufficient to avoid any contact of the bags with plates, frames and beams so as to allow ventilation on the sides and to avoid hold moisture and to avoid bags becoming torn. Before tendering Notice of Readiness Master to take necessary measures to ensure holds are clean dry and odour free and in every way suitable to receive cargo to Charterers' surveyors satisfaction.	172 173 174 175 176
(b) Owners to be responsible for number and condition of bags signed for in accordance with the Bills of Lading.	177 178
(c) If the cargo is stowed in refrigerator hatches, alleyways, bunker hatches, deeptanks or other awkward places, owners shall pay the extra labour costs of loading and/or discharging from such places and shall allow Charterers additional laytime for such loading and/or discharging	179
(d) Clean Mates Receipts to be signed for each parcel when on board, and Master to sign Bills of Lading in accordance therewith as requested by Charterers or Shippers. Master's right to reject any cargo that would involve the clauising of Mates Receipts and/or Bills of Lading.	180 181

**Owners****Charterers**