

# SAFANCHART NO.1

## (Amended 1981)

Geneva

### PREAMBLE AND DESCRIPTION OF VESSEL

It is this day mutually Agreed between - .....	1
Owner(s) of the good single deck bulkcarrier, self trimming geared or gearless motorship called the      maximum 15 years	2
of age, hatches minimum 10 x 10 metres, ITF or equivalent to trade France,	3
classed highest Lloyds or equivalent and to be so maintained for the duration of this voyage, vessel to have clear holds and free of obstacles.	4
built      :LOA      :fully loaded summer draft      : No. of decs	5
No. of holds/hatches      fully geared at each hatch/gearless	6
speed      : tons n.r.t.      : tons deadweight	7
In the case of a vessel to be nominated same to be done latest with 14 days notice loadreadiness. Owners having given full	8
description of the vessel including cubics by holds.	9
exclusive of bunkers, or thereabouts, now trading	10
and expected ready to load under this Charter Party as per fixing note	11
.....	12
AND ASSOCIATION TECHNIQUE DE L'IMPORTATION CHARBONNIERE, Charterers of Paris.	13

### LOADING PORT

(1) That the said vessel being tight, staunch and strong, and in every way fitted for the voyage, shall, with all possible despatch, sail	14
and proceed to DURBAN Crane berth and/or B.C.A or Maputo, Mcmyler berth, or Richards Bay, Clean berth as declared in fixing note,	15
and there load, always afloat, at One or Two berths and/or anchorages as ordered, if Second berth is required cost of shifting to be	16
for Owners' account and time used in shifting not to count as lay time, a full and complete cargo or part cargo, as declared in fixing	17
note, quantity as mentioned in fixing note not exceeding what she can reasonably stow and carry, over and above her Tackle, Apparel,	18
Provision and Furniture. The said cargo to be brought alongside and loaded aboard the vessel, free of expense to the ship and being	19
so laden shall therewith proceed with all possible despatch to discharge port(s) and berth(s) as mentioned in fixing note, Master and/or	20
Owners always remaining responsible for accessibility to discharge port(s)and berth(s), or so near thereunto, as she may safely get,	21
always afloat and there deliver the same in One or Two berths/anchorages as ordered by Receivers/Consignees, if Second berth	22
required cost of shifting to be for Owners account and time used in shifting not to count as lay time, on being paid freight at the rate	23
agreed in fixing note per metric ton of 1000 kilos on Bill of Lading weight.	24
The freight is in full of all Port Charges, Pilotages, Taxes and Consulages on the vessel.	25
Wharfage dues on the Cargo at Port(s) of Discharge, if any, to be paid by Receivers. If required, Master, to make a sworn declaration	26
that all cargo received has been delivered.	27

### FREIGHT

(2) Freight to be paid by Charterers 90% on signing Bills of Lading and shall be non-returnable ship and/or cargo lost or not lost. The	28
balance, plus demurrage (if any), loss despatch (if any) at loading and discharging ports, less address commission (if any) to be paid	29
eight days after receipt of eight copies of time sheets, certificate of delivery visaed by A.T.I.C's Representative, and freight account in	30
Charterers Paris Office.	31
Freight to be paid as per fixing note.	32

### LOADING

(3) The cargo to be loaded in accordance with port regulations at the average rate agreed in fixing note per day, provided vessel can	33
receive at this rate, falling which the rate of loading to be reduced proportionately, excluding any Bunkering time, and time occupied	34
in shifting or waiting for bunkers, Sundays, Statutory Public Holidays and from 6 a.m. on Saturdays or the day previous to any such	35
holiday to 7 a.m. on the next working day unless used in loading, but any time actually used to count, time commencing, subject	36
always to the foregoing provisos 24 hours after written notice, accompanied by a Certificate from a Marine Surveyor approved	37
by Charterers certifying the vessel's readiness to load in all cargo spaces, is received in the office of Charterer's Agents, whether	38
vessel is in berth or not, such notice to be received between business hours of 7 a.m. and 4 p.m. excluding Saturdays and afternoon	39
on the day before any statutory public holidays and notice time and time prior to notice time provided this is within agreed lay days	40
if used for loading, not to count as lay days, but only time actually used to count. Owners undertake the vessel will arrive with clean	41
swept holds.	42
If the determination of such 24 hours falls upon one of the days above excluded, time to commence at 7 a.m. on the next succeeding	43
working day.	44

**DEMURRAGE AND  
DESPATCH**

If detained longer, Charterers shall pay demurrage at the rate agreed in the fixing note per running day or pro-rata for part thereof. For all working time saved in loading, with lay days computed on Bill of Lading weight, Owners to pay Charterers despatch money at half demurrage rate per running day or pro-rata for part thereof. Provided that due notice be given at the time to the Master or Owner, any time lost arising out of any of the following causes shall not be computed as part of the loading time unless any cargo be actually loaded during such time:	45
(I) Riots, strikes, lockouts, civil commotions	46
(II) Any labour disputes between Employer and Employee resulting in any stoppage of work by pitmen, trimmers, Railway or other employees connected in any way with the production, despatch, delivery or loading of the cargo for which the vessel is stemmed.	47
(III) Any accident to mines, machinery or plant at Collieries or customary despatching or loading places.	48
(IV) Any obstruction on the Railway or in the Docks.	49
(V) Any fire, flood, fog or storm.	50
(VI) Any shortage of trucks and/or labour.	51
(VII) Any cause whatsoever beyond the control of the Charterers/Shippers.	52
Should there be only a partial stoppage of work arising out of any of the abovementioned causes, the lay time shall be extended proportionately to the diminution of output, despatch or delivery occasioned by such partial stoppage.	53
In the event of any such stoppage or stoppages continuing for the period of six running days after the vessel is certified as being ready to load, as provided in Clause 3 of this Charter Party, or commencing after the vessel is so certified, and continuing for six running days, then the Charter Party shall, at the expiration of such period, provided that no cargo shall have been shipped on board the vessel previous to such stoppage or stoppages, become null and void. If at the commencement of such stoppage or stoppages the vessel is on demurrage, then provided that no cargo has been shipped, the Charterers may, at any time during such stoppage after the expiration of three days from commencement thereof, give three days written notice that they are prepared to cancel this Charter and from and after the expiration of such notice no further demurrage shall be payable in respect of the time lost through such stoppage, but the Charterers shall pay demurrage up to the expiration of such notice only. On receipt of such notice the vessel may either there-upon sail, or the Owners may within 24 hours of its receipt give the Charterers written notice of their intention that the vessel shall remain until the termination of the stoppage and in such event the Charterers shall, upon the termination of the stoppage, load the vessel under this Charter, her lay time commencing or recommencing as the case may be at 7 a.m. on the day after cessation of such stoppages. In the event of the Owners not giving such notice as abovementioned, this Charterer shall become null and void, but any demurrage accrued due up to the expiration of three days from the giving of the Charterers' notice shall be paid.	54
The terms of this Clause shall apply to any vessel loading or ready to load in respect of which notice of readiness has been received by the Charterers/Agents/Shippers.	55

**DISCHARGING**

(4) The Cargo to be taken from on board by Consignees at port of discharge, according to the port, free of expense and risk to the vessel, at the average rate agreed in fixing note based on all holds/hatches loaded with A.T.I.C cargo to be at Receivers disposal at same time, weather permitting, Sundays, Holidays and Saturdays after noon excepted (unless used) but only time actually	75
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**DEMURRAGE  
DESPATCH**

used to count provided vessel can deliver at this rate, failing which discharging rate to be reduced proportionately; if longer detained, Consignees/Recievers to pay vessel demurrage at the rate agreed in fixing note per running day (or pro rata for part thereof). For all working time saved in discharging with lay days computed on Bill of Lading weight, Owners to pay Charterers despatch money at half demurrage rate per day pro-rata for part thereof. Time to commence 24 hours after vessel is ready to unload and written notice recieved in accepted business hours whether in berth or not. If two discharge ports 24 hours turntime to be split proportionately to tonnage discharged in each port and Notice of Readiness to discharge to be given in both ports. Time at second and third discharging port (if used) to count from next working period after arrival, whether in berth or not, Saturdays after noon, Sundays and Holidays excepted unless used but only time actually used to count. Any time lost arising out of any of the following causes shall not be computed as part of the unloading time, unless the vessel is already on demurrage:	78
(I) Riots, strikes, lockouts and civil commotion.	79
(II) Labour disputes between employer and employee resulting in stoppage of work by employees connected in any way with the unloading or discharging of vessels.	80
(III) Any failure of or accident or damage to machinery or plant at customary unloading or discharging places.	81
(IV) Any obstruction in the docks or other unloading or discharging places.	82
(V) Any fire, flood, fog or storm.	83
(VI) Any cause whatsoever beyond the control of the consignees.	84

**GEAR**

(5) If geared tonnage is required by fixing note vessel to supply of both ends at all times free of charge to Shipper/Consignees, winchmen from crew if port regulations permit otherwise shore winchmen for Shippers/Consignees' account respectively, winches, power and gear in good working order and where customary planks, ropes, chutes and stages as required. Vessel to supply, at both ends, free of charge to Charterers full light for night work on deck and in the holds, as required.	94
In the event of a breakdown of a winch or winches by reason of disablement or insufficient power, the lay time to be extended pro-rata	95

	for the period of inefficiency in relation to the number of working gangs available. Owners are to pay in addition the cost of labour affected by the breakdown, either stood off or additionally engaged, or as otherwise regulated by the custom of the port. The Charterers and/or Consignees will be permitted to load and discharge outside ordinary working periods and during excepted periods, the owners providing free of charge all vessel's facilities including services of Officers and Crew.	99 100 101 102
<b>LIGHTERAGE</b>		
	Any ligheterage or lightening requested by Charterers from carrying vessel at Discharge Ports to be of Consignees/Receivers' risk and expense and time to count as lay time.	103 104
<b>OPENING AND CLOSING OF HATCHES</b>		
	(6) All opening and closing of hatches and tweendecks including handling and shifting of beams at loading and discharging ports to be done or paid for by the vessel and time used not to count as lay time. Any artificial separation required by Charterers to be for their account. Separation of grades, parcels or A.T.I.C cargo to be by holds.	105 106 107
<b>LAYDAYS/ CANCELLING</b>		
	(7) Loading hours not to commence before 7 a.m. as agreed in fixing note and if the vessel be not ready to load before 5 p.m. as agreed in fixing note or if any wilful misrepresentation be made respecting size, position or state of the vessel Charterers to have the option of cancelling this Charter, such option to be declared latest on vessel giving notice of readiness.	108 109 110
<b>STEVEDORES AND/OR TRIMMERS</b>		
	(8) Stevedores and Trimmers for loading, trimming and discharging to be employed by Charterers or Shippers/Receivers at their expense and under Master's control.	111 112
	Stevedores and/or Trimmers shall be considered as Owners' servants and the Charterers/Shippers/Receivers are not to be responsible for any negligence, default or error in judgment of the Stevedores and/or Trimmers employed in loading and/or discharging.	113 114
<b>BILLS OF LADING</b>		
	(9) The Bills of Lading shall be prepared in accordance with the Draft Survey Weight Certificate issued by an independent surveyor, in the customary form and shall be signed by the Master, Agent or Owner, weight unknown, freight and all conditions as per this Charter Party, such as Bills of Lading to be signed at the Charterers' or Shippers' Office within 24 hours after the vessel is loaded.	115 116 117
<b>AGENTS</b>		
	(10) Vessel to be consigned to Owners'/Agents nominated by Charterers at loading and discharging ports, unless otherwise agreed in fixing note, owner paying the customary fee.	118 119
<b>OVERTIME</b>		
	(11) Overtime for account of the Party ordering it, but Officers' and Crews' overtime always to be for account of the vessel. If ordered by Port authority, cost of the same to be shared equally between Owners and Charterers at loading port and between Owners and Receivers/Consignees at discharging port(s).	120 121 122
<b>NOTICES</b>		
	(12) A sailing telegram is to be sent to Charterers' Agents at load port, if Durban, African Coalling and Exporting Company Limited, (Telegraphic address - BUNKERS, DURBAN), on vessel leaving last port of discharge, or in default 24 hours more to be allowed for loading. Master or owners also to radio Charterers' Agents, fourteen, ten, seven and four days, and 48 hours and 24 hours off load port, giving his E.T.A. and quantity of cargo required. All load port notices to be sent to the following:- ATIC Paris, Telex 611007; ATIC Johannesburg Telex 86198; Agents nominated at load port.	123 124 125 126 127
	Master to radio A.T.I.C. Paris, cables "ATICHAR PARIS" on sailing from load port, stating quantity of cargo loaded and E.T.A. at first discharge port, (or Range if port not nominated).	128 129
	Master to radio further E.T.A.'s seven days, 48 hours and 24 hours off first discharging port, together with vessel's extreme draft salt water on arrival. Discharge notice also to be given to Agents at discharge port(s) if nominated.	130 131

**SEAWORTHY TRIM**

(13) Vessel to be left in seaworthy trim to Master's satisfaction to enable the vessel to proceed safely between all berths and ports covered by this Charter Party.	132
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**EXTRA INSURANCE**

(14) Any extra insurance on cargo and/or prepaid freight owing to the vessel's age and/or class and/or flag to be for Owner's account and cost of same to be deducted from the prepaid freight.	134
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**GRAB DISCHARGE**

(15) Owners warrant that the vessel is in every way suitable to enable the entire cargo to be discharged by Grabs. Should Owners be in breach of this warranty and should cargo be loaded and trimmed in deep tanks, tweendecks or bunker spaces or in any area not readily accessible to Grabs, (hereinafter referred to as "inaccessible areas"), any and all extra expenses and any loss of time in such loading and trimming and any and all extra expenses over and above the cost of normal Grab discharge and any and all time lost by reason of loading into and discharging from such inaccessible areas shall be for Owner's account. Charterers Representatives, Agents and Master to issue a joint statement at discharge port(s) stating:	136
(a) tonnage (if any) actually discharged from inaccessible areas.	137
(b) any and all time lost by reason of discharge from inaccessible areas.	138
Tank tops, tunnels, brackets, bilges and all other similar provisions within vessel's holds are to be properly protected by Owners, at their expense, against damage by Grabs. Owners failing to provide such protection are to be responsible for all consequences arising therefrom. Any stevedore damage, or dispute arising therefrom shall be settled directly between Owners and Stevedores and time used in repairing such damage shall not count on lay-time.	139
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**EXCEPTIONS**

(16) The Act of God, Enemies, the restraints of Princes and Rulers, or Peoples, including interferences of Government Authorities or their officials, and perils of the seas shall be mutually excepted.	148
The Owner in all matters arising under this contract shall also be entitled to the like privileges and rights and immunities as are contained in Sections 2 and 5 of the Carriage of Goods by Sea Act, 1924, and in Article IV of the Schedule thereto. The vessel shall have liberty to sail without Pilots to call at any ports in any order for bunkering or other purposes or to make trial trips after notice to Charterers or to adjust compasses or to tow and assist vessels in distress and to deviate for the purpose of saving life or property all as part of the contract voyage.	149
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**ARBITRATION**

(17) All disputes from time to time arising out of this contract shall, unless the parties agree within three (3) months of discharge on a single Arbitrator, be referred to the final arbitrament of two Arbitrators, in Paris under French law, 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 a claimant's Arbitrator appointed within six (6) 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.	155
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**AVERAGE**

(18) In case of Average, the same to be settled in Paris according to the York/Antwerp Rules, 1974. Should the vessel put into any port or ports leaky or with damage, the Captain or Owner shall without delay inform the Charterers thereof.	161
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**LIEN/CESSOR**

(19) The Charterers' Liability shall cease except for payment of Freight as soon as the cargo is shipped, and the freight, dead freight and demurrage in loading (if any) are paid, the Owner having a lien on the cargo for the balance of freight, demurrage and average.	163
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(20) This charter is subject to the South African Government granting licence to export the cargo. If, by reason of any restrictions, requirements and/or regulations of the South African Government, or any other Government, the Charterers are prevented from performing any of their obligations hereunder, they shall to such extent be relieved from liability.	165
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**COMMISSION**

(21) Owners hereby agree to pay a commission as agreed in fixing note on the gross amount of freight, dead freight and demurrage to	168
for division with others as agreed on completion of loading of cargo, ship lost or not lost.	169

**PROTECTIVE  
CLAUSES**

(22) General Clause Paramount, New Jason Clause, Both to Blame Collision Clause, P&I Club Oil Bunker Clause and Chamber of	170
Shipping War Risk Clauses 1 and 2, are deemed to be incorporated in this Charter Party.	171

**SUB-LET CLAUSE**

(23) Charters to have the right to sub-let the vessel in whole or in part, subject to their remaining liable for the fulfillment of the terms	172
of this Charter Party.	173
This proforma Charter Party to be accompanied by a fixing note for each voyage. In the case of discrepancies between the fixing note	174
and the proforma Charter Party the fixing note shall apply. There are no additional clauses to the proforma Charter Party but if same	175
required they are to be attached to the fixing note and shall form part of this Charter Party.	176
Rio de Janeiro terms 1 to 19 and 21 to 24 are deemed fully incorporated in this Charter Party, when the expression "in berth or not" is	177
stipulated in Charter Party, it will not have any other possible interpretation than the one provided in No. 19 of the Rio the Janeiro	178
definitions.	179