

RICHARDS BAY
COAL CHARTER PARTY

Geneva,

CHARTERERS AND OWNERS

IT is this day mutually agreed between MESSRS	1
of, as the CHARTERERS, and Messrs	2
as the OWNERS* of the good motorship	3
(*see Clause No. 21)	4
Classed: Lloyds 100 A.1, or equivalent and to be so maintained for the duration of this Charter Party/Contract.	5
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And as otherwise described hereunder:	7
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DESCRIPTION

Tons deadweight (Summer):	Flag:	Built:	8	
Fully loaded (Summer) draft:	Selftrimming Bulkcarrier		9	
Gearied or Gearless:	Number of hatches:		10	
Number of holds:	Speed (about):		11	
Bridge:	Machinery:	L.o.a:	Beam:	12

POSITION

Now	13
and expected to load under this Charter Party, about	14

LOADING PORT

1. THAT the said vessel being tight, staunch and strong and in every way fitted for the voyage, shall, with all convenient despatch sail and proceed to RICHARDS BAY (Natal, Republic of South Africa), and there load, always safely afloat, (at the Richards Bay Coal Terminal Company Appliance berths), as ordered.	15
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If necessary for vessel to be warped/moved at the Appliance berths, cost to be for Owner's account but time used to count as Laytime.	19
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A full and complete cargo (for the purpose of this Charter Party)	21
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CARGO SIZE

COAL, not exceeding:	metric tons (of 1000 kilos)	22
not less than:	metric tons (of 1000 kilos)	23
quantity in Master's opinion and not exceeding what vessel can reasonably stow and carry over her tackle, apparel, provisions and furniture.		24
		25

F.I.O.T

The said cargo to be brought alongside and loaded and spout trimmed aboard the vessel, free of expense to the vessel and being so laden shall therewith proceed with all convenient despatch to	26
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DISCHARGE PORT

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and there deliver the cargo free of expense to the vessel in one/two safe berth(s), always afloat, as ordered by the Receivers or their Agents.	29
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FREIGHT RATE

2. FREIGHT, to be paid at the rate of	31
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per metric ton (of 1000 kilos) on Bill of Lading weight; in full of all Port Charges, Pilotages, Harbour dues, Taxes and Consulances on the vessel (and as per Clause 14).	33
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FREIGHT PAYMENT

The Freight shall be paid as follows--	35
Ninety Percent within seven days of release of signed Bills of Lading to Charterers or their Agents and shall be non-returnable, but deemed earned on shipment, ship and/or cargo lost or not lost.	36
The remainder of the Freight shall be payable upon receipt of advice of right and true delivery of the cargo.	37
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(FREIGHT DEDUCTIONS)	Charterers have the right to deduct from the Ninety percent Freight payment, full commissions in terms of this Charter Party and despatch at the loading port (if any) and vessel's loading port disbursements, if not previously paid by Owners.	40 41 42
	(Charterers are also entitled to deduct any extra insurance premium paid on account of vessel's age, flag, Class or Ownership, if the vessel incurs same. London insurance market conditions to apply.)	43 44
(COMMISSION)	Owners agree to pay a commission of% on the gross amount of Freight, Deadfreight and Demurrage (if any) to Charterers (for division with others, as agreed), which deemed earned upon completion of loading and is deductible from Freight, as above.	45 46 47
(FREIGHT BENEFICIARY)	Freight to be paid to:	48
	CREDIT:	49
	WITH:	50
LAYDAYS AND CANCELLING	3. LAYDAYS for loading not to count before and if the vessel is not ready to load by of if any wilful misrepresentation be made respecting the size, position or state of the vessel, Charterers have the option of cancelling the *(respective individual) voyage, such option to be declared latest upon vessel giving Notice of Readiness. *(In the event of more than one voyage under this Charter Party, cancellation shall refer to the voyage in question and shall not mean cancellation of any other part of this Contract, still to be performed. The Contract shall continue/resume from the next due voyage).	51 52 53 54 55 56 57 58
LOADING RATE (SHINC)	4. THE cargo to be loaded at the average rate of metric tons per weather working day of 24 consecutive hours, Sundays, Saturdays and Holidays INCLUDED (but excluding 25th December), provided vessel can receive at this rate and provided vessel is always totally and fully available to the Charterers for this purpose. Failing which, the time allowed for loading shall be extended proportionately. (If loading has to be interrupted due to insufficient ballast pump capacity in relation to loading capacity, any such time lost shall NOT count as Laytime. Owners guarantee that any such stoppages shall not exceed 8 hours maximum).	59 60 61 62 63 64 65 66
LOADING LAYTIME (SHINC)	Time commencing, subject always to the undermentioned provisos, 18 hours after Notice of Readiness has been given by the Master, certifying that the vessel has arrived and is in all respects ready to load, whether in berth or not; such notice may be given at any time, Sundays, Saturdays and Holidays included (but excluding 25th December). Notice time, if used for loading, to count as laytime but only actual time used to count. All Notices to be given in writing or by telegram by Master to the Charterers' Agent. If Notice given outside of normal business hours, Master to confirm same in writing at earliest commencement of business hours thereafter. Any time lost subsequently by vessel not fulfilling requirements for Free Pratique or readiness to load in all respects, including Marine Surveyor's Certificate (and acceptable gas-free Certificate for OBO-carriers, or for any other reason for which the vessel is responsible, shall NOT count as Notice time, or as time allowed for loading. Time taken steaming from anchorage to loading berth NOT to count as Laytime.	67 68 69 70 71 72 73 74 75 76 77 78 79
DISCHARGING RATE (SHINC)	5. THE cargo to be discharged at the average rate of metric tons, per weather working day of 24 consecutive hours, Sundays, Saturdays and Holidays INCLUDED, provided vessel can deliver at this rate and provided vessel is always totally and fully available to Receivers for this purpose. Failing which, the time allowed for discharging shall be extended proportionately.	80 81 82 83
DISCHARGING RATE (SHEX)	5. THE cargo to be discharged at the average rate of metric tons, per weather working day of 24 consecutive hours, Sundays, Saturdays and Holidays EXCEPTED unless used and then only actual time used to count as Laytime, provided vessel can deliver at this rate and provided vessel is always totally and fully available to the Receivers for this purpose. Failing which, the time allowed for discharging shall be extended proportionately.	84 85 86 87 88

DISCHARGING LAYTIME (SHINC or SHEX)	Time commencing, subject always to the undermentioned provisos 12 hours after written Notice of Readiness is tendered and accepted by Receiver's Agent, after vessel is in Free Pratique and ready in all respects to discharge (with all necessary certificates, including acceptable gas-free Certificate for OBO-carriers), whether in berth or not. Notice time, if used to count but only actual time used to count. Such Notice to be tendered in ordinary business hours.	89 90 91 92 93 94
	Time taken steaming from anchorage to berth NOT to count as Laytime.	94
DEMURRAGE AND DESPATCH		
6. AT loading port, Charterers shall pay Demurrage, if incurred, at the rate of US\$ per running day or pro rata for part thereof.	95 96	
For all Laytime saved, with Laydays computed on Bill of Lading weight, Owners to pay Charterers Despatch at the rate of US\$ per day or pro rata for part thereof.	97 98	
At discharge port, Receivers shall pay Demurrage, if incurred, at the rate of US\$ per running day or pro rata for part thereof.	99 100	
For all Laytime saved, with Laydays computed on Bill of Lading weight, Owners to pay Receivers Despatch at the rate of US\$ per day or pro rata for part thereof.	101 102	
STRIKES AND FORCE MAJEURE		
7. STRIKES or lockouts or any accidents/breakdowns of the appliance or stoppages, on Railway, or at the loading/discharging places and/or River and/or Canal, due to weather, or any other Force Majeure causes occurring beyond the control of the Charterers/Receivers or Shippers/Consignees, which may directly affect the cargo for which the vessel is stemmed or the loading/discharging of the vessel always excluded unless the vessel is already on demurrage.	103 104 105 106 107	
Charterers undertake to advise Owners promptly, in writing, of such instances and also without commitment, to indicate the extent in time of such Force Majeure.	108 109	
At the loading port, in the event of any of the foregoing occurring and directly affecting the cargo/stem for the said vessel continuing for a period of seven days from the time of the vessel being certified ready to load in terms of this Charter Party, this voyage shall be come null and void, provided no cargo has been loaded.	110 111 112 113	
In the event of any of the foregoing occurring after any cargo has been loaded and continuing for a period of seven running days, the Owners have the option of sailing with whatever cargo is onboard on being paid Freight as per the Charter Party for the quantity onboard only and performing the voyage in terms of this Charter Party or of remaining until loading is recommenced.	114 115 116 117	
If the Owners elect to proceed with the Coal quantity as onboard, they are to have the option to load additional cargo from other port or ports.	118 119	
In the event of any of the foregoing occurring when the vessel is already on Demurrage and provided no cargo has been loaded, Charterers at any time during such event/s and after the expiration of three days from the commencement thereof, give three days notice that they are prepared to cancel this voyage in respect of any time lost through such event/s but Charterers shall pay Demurrage up to the expiration of such notice only. Upon receipt of such notice, vessel may either thereupon sail or within 24 hours Owners shall inform Charterers in writing of their intention to remain until the termination of such event and then Charterers shall be obliged to load the vessel immediately upon termination of such event/s.	120 121 122 123 124 125 126 127	
NOTICES		
8. OWNERS/Master to give Charterer's Agent at Richards Bay (telegraphic address Richards Bay), 20,15,10, 7 and 5 days and 48 and 24 running hours notice of E.T.A.	128 129	
STEVEDORES AND AGENTS		
9. STEVEDORES at Richards Bay to be employed by Charterers at Charterers expense. Stevedores at discharge port/s to be employed by Receivers at Receivers expense.	130 131	
Stevedores and stowage to remain under the responsibility of the Master in loading and discharging. Stevedores/Trimmers shall be considered as the Owners servants and Charterers/Shippers/Receivers/Consignees are NOT responsible for any negligence, default or error in judgement of Stevedores/Trimmers employed in loading and discharging.	132 133 134 135	
Vessel to be consigned to Charterers Agent at Richards Bay, Messrs	136	
and at discharge port.	137	
In both cases Owners shall pay the customary fees.	138	
LIGHTERAGE		
10. ANY lighterage or lightening from carrying vessel at discharge port/s to be at Receivers expense and time to count as Laytime.	139 140	
But if carrying vessel requires lighterage for its own account, if for any reason it is unable to enter discharge port/berth, on account of size/draft etcetera, then same to be for Owners account and time NOT to count. Time taken in steaming from anchorage/lightening place to discharge berth not to count as Laytime.	141 142 143 144	

GRAB DISCHARGE

11. VESSEL is guaranteed suitable for discharge by Receivers grabs. Coal to be loaded in lower holds only. No coal to be loaded in any areas not easily accessible to Receivers grabs but should any coal be loaded in any such areas, then extra expenses/time incurred at loading port for Owners account. Also any extra trimming (beyond spout trimming) necessary on account of vessel's construction to be for Owners account. Also any extra cost and/or time over and above that for normal grab discharge to be for Owners account.	145 146 147 148 149 150
Deeptanks, tunnels and all other provisions within vessels holds to be properly protected against damage by Stevedore's grabs, failing which Owners to be responsible for all consequences. Any dispute regarding Stevedoring damage to be settled directly between Owners and Stevedores and any time occupied in repairing such damage not to count as Laytime.	151 152 153 154

OVERTIME

12. OVERTIME shall be for the account of the party ordering same. If ordered by Terminal Operators/Port Authority or their Nominees, then the actual cost of the overtime shall be shared equally between Owners and Charterers at Richards Bay and between Owners and the Receivers at discharge port. Officers and Crews overtime shall always be for the Owners account.	155 156 157 158 159
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BILLS OF LADING

13. BILLS of Lading shall be prepared in accordance with the Draft Survey Weight Certificate or as otherwise required by Charterers, issued by an Independent Surveyor and shall be signed by the Master/Agents, Freight and Conditions as per this Charter Party, such Bills of Lading to be signed promptly and within twenty-four hours after vessel is loaded.	160 161 162 163
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DUES/TAXES

14. ANY taxes and/or Dues on the vessel to be for the Owners account, at both loading and discharging port/s. Any Taxes and/or Dues on the cargo to be for the Charterers account at loading port and Receivers account at discharge port/s. Any Dues and/or Taxes on the vessel by reason of having this cargo onboard to be for Charterers account at loading port and for Receivers account at discharging port/s. South African Income Tax, if any, at loading port to be for Owners account. Quay Weight and Tonnage Dues and/or any similar Dues at discharging port/s for Receivers account.	164 165 166 167 168 169 170
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HATCHES & LIGHTS

15. ALL opening and closing of hatches and removal/replacing of beams at both loading and discharging ports for Owners account and time not to count as Laytime. Vessel to supply lights for night work as required.	171 172 173
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SEAWORTHY TRIM

16. VESSEL to be left in seaworthy trim to Master's satisfaction to proceed between all berths/ports under this Charter Party.	174 175
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EXCEPTIONS

17. THE Act of God, Enemies, the restraints of Princes and Rulers, or Peoples, including interference of Government Authorities or their Officials and Perils of the Seas, shall be mutually excepted.	176 177
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ARBITRATION

18. ALL disputes from time to time arising out of this Charter Party/Contract or individual voyage shall, unless the Parties agree within six months of final discharge, on a single Arbitrator, be referred to the final Arbitrament of two Arbitrators, who shall be members of the Institute of Arbitrators in London, 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 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. English law to apply.	178 179 180 181 182 183 184 185 186
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AVERAGE

19. AVERAGE, if any, to be settled at a place to be agreed upon with the Cargo Underwriters, according to York-Antwerp Rules 1974. Should the vessel deviate from the normal intended voyage under this Charter Party Master/Owners shall inform Charterers of same without delay.	187 188 189
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LIEN/CESSOR

20. THE Charterers liability shall cease except for payment of Freight, as soon as the cargo is shipped and the Freight, Deadfreight and Demurrage (if any) at loading port are paid, Owners having a Lien on the cargo for the balance of Freight, Demurrage (if any) and "Average".	190 191 192
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DISPONENT OWNERS		
21. THE word "Owners" is understood to also include Disponent Owners and/or Timecharter Controllers or Managers of the vessel/s.	193	194
PROTECTIVE CLAUSES		
22. P and I Bunker Clause and Chamber of Shipping War Risk Clauses 1 and 2 are deemed to be incorporated in this Charter Party. All Bills of Lading issued under this Charter Party/Contract shall contain General Clause Paramount, the New Jason and the New Both-to-Blame Collision Clause.	195	196
General Clause Paramount, the New Jason and the New Both-to-Blame Collision Clause.	197	
SUBLET		
23. CHARTERERS have the right to Sublet the vessel in whole or in part, they remaining liable for the due fulfilment of this Charter Party.	198	199

OWNERS**CHARTERERS**