


"LINERTIME" Deep Sea Time Charter

1. Shipbroker		THE BALTIC AND INTERNATIONAL MARITIME COUNCIL (BIMCO) Deep Sea Time Charter (Box Layout 1974) CODE NAME: "LINERTIME" PART I		
		2. Place and Date of Charter Geneva		
3. Owners/Place of business		4. Charterers/Place of business		
5. Vessel's name	6. GRT/NRT	7. Class	8. Indicated horse power	
9. Total tons d.w. (abt.) on summer freeboard		10. Quantity of stores, provisions and fresh water not exceeding (tons)		
11. Cubic-feet grain/bale capacity available for cargo		12. Permanent bunkers (abt.)		
13. Speed capability in knots (abt.) on a consumption per 24 hours of (abt.)		14. Present position		
15. Period of hire (Cl. 1)		16. Port of delivery (also indicate alternative (a) or (b)) (Cl. 1)		
		17. Time for delivery (Cl. 1)		
18. Number of days' notice of expected date of delivery (Cl. 1)		19. Cancelling date (Cl. 2)		
20. Trade limits (also indicate alternative (a) or (b)) (Cl. 3)				
21. Injurious, inflammable or dangerous goods limited to (also state name of authorities concerned) (Cl. 3)		22. Vessel's cargo handling gear (Cl. 5)		
23. Fuel consumption in port per 24 hours (abt.) (Cl. 5)		24. Bunker price (indicate alternative (a) or (b) and fixed price if agreed) (Cl. 6)		
25. Bunkers on delivery (state min. and max. quantities) (Cl. 6)		26. Bunkers on re-delivery (state min. and max. quantities) (Cl. 6)		
27. Charter hire (also indicate alternative (a) or (b)) (Cl. 7)		28. Hire payment (state currency, mode and payment; also beneficiary and bank account) (Cl. 7)		
29. Place or range of re-delivery (Cl. 8)		30. Number of days' preliminary and final notice of port and date of redelivery (Cl. 8)		
31. Suspension of hire etc. (indic. no. of consecutive hours) (Cl. 14(A))		32. Cleaning of boilers etc. (indicate number of hours) (Cl. 15)		
33. Advances (only to be filled in if special agreement made) (Cl. 16)		34. Overtime (state lumpsum or if other special agreement made) (Cl. 19)		
35. War (only to be filled in if Section (C) agreed) (Cl. 23)		36. General average to be settled in (Cl. 24)		
37. Supercargo (state price agreed) (Cl. 27)		38. Meals (state price agreed) (Cl. 28)		
39. Brokerage commission and to whom payable (Cl. 33)				
40. Numbers of additional clauses covering special provisions, if agreed				

It is mutually agreed that this Contract shall be performed subject to the conditions contained in this Charter which shall include Part I as well as Part II. In the event of a conflict of conditions, the provisions of Part I shall prevail over those of Part II to the extent of such conflict.

Signature (for the Owners)	Signature (for the Charterers)
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Part II

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It is agreed between the party mentioned in Box 3 as Owners of the Vessel named in Box 5 of the gross/net Register tons indicated in Box 6, classed as stated in Box 7 and of indicated horse power as stated in Box 8, carrying about the number of tons deadweight indicated in Box 9 on summer freeboard inclusive of bunkers, as well as stores, provisions and fresh water not exceeding the number of tons indicated in Box 10 having a cubic-feet grain/bale capacity available for cargo as stated in Box 11, exclusive of permanent bunkers, which contain about the number of tons stated in Box 12, and fully loaded capable of steaming about the number of knots indicated in Box 13 in good weather and smooth water on a consumption of about the number of tons stated in Box 13 per 24 hours, now in position as stated in Box 14, and the party mentioned as Charterers in Box 4, as follows:

1. Period and Port of Delivery

The Owners let, and the Charterers hire the Vessel for a period of the number of calendar months indicated in Box 15 from the time (not a Sunday or a legal holiday unless taken over) the Vessel is delivered and placed at the disposal of the Charterers between 7 a.m. and 10 p.m., or between 7 a.m. and noon if on Saturday, at the port stated in Box 16 in such ready berth where she can safely lie

(a) always afloat*

(b) always afloat or safely aground where it is customary for vessels of similar size and draught to be safe aground*

as the Charterers may direct, she being in every way fitted for ordinary dry cargo service with cargo holds well swept, cleaned and ready to receive cargo before delivery under this Charter.

(*state alternative agreed in Box 16).

Time for Delivery

The Vessel to be delivered not before the date indicated in Box 17.
The Owners to give the Charterers not less than the number of days' notice stated in Box 18 of the date on which the Vessel is expected to be ready for delivery.
The Owners to keep the Charterers closely advised of possible changes in Vessel's position.

2. Cancelling

Should the Vessel not be delivered by the date indicated in Box 19, the Charterers to have the option of cancelling.
if the Vessel cannot be delivered by the cancelling date, the Charterers, if required, to declare within 48 hours (Sundays and Holidays excluded) after receiving notice thereof whether they cancel or will take delivery of the Vessel.

3. Trade

The Vessel to be employed in lawful trades for the carriage of lawful merchandise only between good and safe ports or places where she can safely lie

(a) always afloat*

(b) always afloat or safely aground where it is customary for vessels of similar size and draught to be safe aground*

within the limits as stated in Box 20.
(*state alternative agreed in Box 20).

No live stock, sulphur and pitch in bulk to be shipped. Injurious, inflammable or dangerous goods (such as acids, explosives, calcium carbide, ferro silicon, naphta, motor spirit, tar, or any of their products) to be limited to the number of tons stated in Box 21 and same to be packed, loaded, stowed and discharged in accordance with the regulations of the local authorities and Board of Trade as specified in Box 21, and if any special measures have to be taken by reason of having this cargo aboard including cost of erection and dismantling magazines, etc., same to be at Charterers' expense and in Charterers' time.

Nuclear Fuel

Notwithstanding any other provisions contained in this Charter it is agreed that nuclear fuels or radioactive products or waste are specifically excluded from the cargo permitted to be loaded or carried under this Charter. This exclusion does not apply to radio-isotopes used or intended to be used for any industrial, commercial, agricultural, medical or scientific purposes provided the Owners' prior approval has been obtained to loading thereof.

4. Owners to Provide

The Owners to provide and pay for all provisions and wages, for insurance of the Vessel, for all deck and engine-room stores and maintain her in a thoroughly efficient state in hull and machinery during service.

The Owners to provide one winchman per working hatch. In lieu of winchmen the Charterers are entitled to ask for two watchmen. If further winchmen or watchmen are required, or if the stevedores refuse or are not permitted to work with the Crew, the Charterers to provide and pay qualified men. The gangway watchman to be provided by the Owners but where compulsory to employ gangway watchmen from shore, the expenses to be for the Charterers' account.

5. Charterers to Provide

The Charterers to pay all dock, harbour, light and tonnage dues at the ports of delivery and re-delivery (unless incurred through cargo carried before delivery or after re-delivery).

Whilst on hire the Charterers to provide and pay for all fuel, water for boilers, port charges, pilotages (whether compulsory or not), canal steersmen, boatage, lights, tug-assistance, consular charges (except those payable to the consulates of the country of the Vessel's flag) canal, dock and other dues and charges, including any foreign general municipality or state taxes, agencies, commissions, also to arrange and pay for loading, trimming, stowing (including dunnage and shifting boards, excepting any already on board), unloading, weighing, tallying and delivery of cargoes, surveys on hatches, any other survey on cargo, meals supplied to officials and men in their service at the rate per man per meal indicated in Boxes 37 and 38, respectively, and all other charges and expenses whatsoever.

Cargo Gear

All ropes, slings and special runners actually used for loading and discharging and any special gear, including special ropes, hawsers and chains required by the custom of the port for mooring to be for the Charterers' account unless already on board. The Vessel is fitted with cargo handling gear as specified in Box 22.
This gear is to be kept in full working order for immediate use, the Charterers however to give sufficient notice of their intention to use heavy lift gear.

Cargo Gear Certificate

The Owners guarantee the Vessel possesses cargo gear register and certificates in compliance with requirement of International Labour Organization Convention No. 32.

Fuel Consumption in Port

The Vessel's normal fuel consumption whilst in port working all cargo gear is about the number of tons stated in Box 23 per 24 hours.

6. Bunkers

The Charterers at port of delivery and the Owners at port of re-delivery to take over and pay for all fuel remaining in the Vessel's bunkers at

(a) current price, at the respective ports*

(b) a fixed price per ton*

(*state alternative agreed in Box 24).

The Vessel to be delivered with not less than the number of tons and not exceeding the number of tons stated in Box 25 in the Vessel's bunkers.

The Vessel to be re-delivered with not less than the number of tons and not exceeding the number of tons stated in Box 26 in the Vessel's bunkers.

7. Hire

The Charterers to pay as hire the rate stated in Box 27

(a) per 30 days*

(b) per day*,

commencing in accordance with Clause 1 until her re-delivery to the Owners.

(*state alternative agreed in Box 27).

Payment

Payment of hire to be made in cash, in the currency stated in Box 28 without discount, every 30 days, in advance, and in the manner prescribed in Box 28.
In default of payment the Owners to have the right of withdrawing the Vessel from the service of the Charterers, without noting any protest and without interference by any court or any other formality

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whatsoever and without prejudice to any claim the Owners may otherwise have on the Charterers under the Charter.	141	The Owners shall be liable for claims in respect of cargo arising or resulting from:	212
	142	a) Failure on their part properly and carefully to carry, keep and care for the cargo while on board.	213
Last Hire Payment	143	b) Unreasonable deviation from the voyage described in the Bills of Lading unless such deviation is ordered or approved by the Charterers.	214
Should the Vessel be on her voyage towards port of re-delivery at time a payment of hire is due, said payment to be made for such length of time as the Owners or their Agents and the Charterers or their Agents may agree upon as estimated time necessary to complete the voyage, taking into account bunkers to be taken over by the Vessel and estimated disbursements for the Owners' account before re-delivery and when the Vessel is re-delivered any difference to be refunded by the Owners or paid by the Charterers, as the case may require.	144	c) Lack of due diligence on their part before and at the beginning of each voyage to make the Vessel seaworthy but claims arising or resulting from faulty preparation of the holds and/or tanks of the Vessel or from bad stowage of the cargo not affecting the trim or stability of the Vessel on sailing shall be the Charterers' liability.	215
	145	Except as aforesaid the Charterers shall be liable for all cargo claims.	216
	146	If the cargo is the property of the Charterers, the Owners shall have the same responsibility as they would have had under this Clause had the cargo been the property of a third party and carried under a Bill of Lading incorporating the Hague Rules.	217
8. Redelivery	147	The Charterers shall be liable for Customs or other fines or penalties, whether or not lawfully levied or imposed, relating to the cargo or other property or persons carried with Charterers' approval or to the acts or omissions of the owners of the cargo.	218
The Vessel to be re-delivered on the expiration of the Charter in the same good order as when delivered to the Charterers (fair wear and tear excepted) at a safe and ice-free port in the Charterers' option in the place or within the range stated in <u>Box 29</u> between 7 a.m. and 10 p.m., and 7 a.m. and noon on Saturday, but the day of re-delivery shall not be a Sunday or legal Holiday.	148	Claims for death and personal injury shall be borne by the Owners unless caused by the act, neglect or default of the Charterers, their servants or agents including stevedores and all others for whom Charterers are responsible under this Charter.	219
Repairs for the Charterers' account as far as possible to be effected simultaneously with dry-docking or annual repairs, respectively; If any further repairs are required, for time occupied in effecting such repairs the Owners to receive compensation at the hire agreed in this Charter. The Charterers always to be properly notified of the time and place when and where repairs for their account will be performed.	149	If for any reason the Owners or the Charterers are obliged to pay any claims, Customs or other fines or penalties, for which the other party has assumed liability as above, that other party hereby agrees to indemnify the Owners or Charterers as the case may be against all loss, damage or expenses arising or resulting from such claims.	220
	150	However, the Owners' indemnity to the Charterers under this clause shall be restricted in that amount to which the Owners' liability would have been limited had they been sued directly.	221
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Notice	152		223
The Charterers to give the Owners not less than the number of days' preliminary and the number of days' final notice as stated in <u>Box 30</u> of the port of re-delivery and the date on which the Vessel is expected to be ready for re-delivery. The Charterers to keep the Owners closely advised of possible changes in the Vessel's position.	153		224
Should the Vessel be ordered on a voyage by which the Charter period may be exceeded the Charterers to have the use of the Vessel to enable them to complete the voyage, provided it could be reasonably calculated that the voyage would allow re-delivery about the time fixed for the termination of the Charter, but for any time exceeding the termination date the Charterers to pay the market rate if higher than the rate stipulated herein.	154		225
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(B) In the event of the Vessel being driven into port or to anchorage through stress of weather, trading to shallow harbours or to rivers or ports with bars or suffering an accident to her cargo, any detention of the Vessel and/or expenses resulting from such detention to be for the Charterers' account even if such detention and/or expenses, or the cause by reason of which either is incurred, be due to, or be contributed to by, the negligence of the Owners' servants.	286 287 288 289 290 291 292 293	damage and fuel consumed. The Charterers to be bound by all measures taken by the Owners in order to secure payment of salvage and to fix its amount.	354 355 356
<i>Dry-docking</i> Owners to give the Charterers at least four weeks notice of their intention of dry-docking the ship for bottom painting and normal maintenance work and actual time and place for such dry-docking to be mutually agreed.	294 295 296 297 298	22. Sublet The charterers to have the option of subletting the Vessel, giving due notice to the Owners, but the original Charterers always to remain responsible to the Owners for due performance of the Charter.	357 358 359 360 361
15. Cleaning Boilers, etc. Cleaning of boilers or opening of pistons whenever possible to be done during service, but if impossible the Charterers to give the Owners necessary time for such work at an interval of not less than three months for this purpose. Should the Vessel be detained beyond the number of hours stated in <u>Box 32</u> hire to cease until again ready. The Owners or the Master to give the Charterers reasonable notice of their intention to clean boilers or open pistons.	299 300 301 302 303 304 305 306	23. War (A) The Vessel unless the consent of the Owners be first obtained not to be ordered nor continue to any place or on any voyage nor be used on any service which will bring her within a zone which is dangerous as the result of any actual or threatened act of war, war, hostilities, warlike operations, acts of piracy or of hostility or malicious damage against this or any other vessel or its cargo by any person, body or State whatsoever, revolution, civil war, civil commotion or the operation of international law, nor be exposed in any way to any risks or penalties whatsoever consequent upon the imposition of Sanctions, nor carry any goods that may in any way expose her to any risks of seizure, capture, penalties or any other interference of any kind whatsoever by the belligerent or fighting powers or parties or by any Government or Ruler.	362 363 364 365 366 367 368 369 370 371 372 373 374 375
16. Advances The Charterers or their Agents to advance to the Master, if required, necessary funds for ordinary disbursements for the Vessel's account at any port charging only one per cent commission, such advances to be deducted from hire, unless other agreement is made according to <u>Box 33</u> .	307 308 309 310 311 312	(B) Should the Vessel approach or be brought or ordered within such zone, or be exposed in any way to the said risks, 1) the Owners to be entitled from time to time to insure their interests in the Vessel and/or hire against any of the risks likely to be involved thereby on such terms as they shall think fit, the Charterers to make a refund to the Owners of the premium on demand; and 2) notwithstanding the terms of <u>Clause 14</u> hire to be paid for all time lost including any lost owing to loss of or injury to the Master, Officers or Crew or to the action of the Crew in ref using to proceed to such zone or to be exposed to such risks,	376 377 378 379 380 381 382 383 384 385
17. Excluded Ports The Vessel not to be ordered to nor bound to enter: (a) any place where fever or epidemics are prevalent or to which the Master, Officers and Crew by law are not bound to follow the Vessel;	313 314 315 316	(C) In the event of the wages and/or war bonus of the Master, Officers and/or Crew or the cost of provisions and/or stores for deck and/or engine room and/or insurance and/or war risk insurance premiums being increased by reason of or during the existence of any of the matters mentioned in Section (A) the amount of any increase to be added to the hire and paid by the Charterers on production of the Owners' account therefore, such account being rendered monthly.	386 387 388 389 390 391 392
<i>Ice</i> (b) any ice-bound place or any place where lights, lightships, marks and buoys are or are likely to be withdrawn by reason of ice on the Vessel's arrival or where there is risk that ordinarily the Vessel will not be able on account of ice to reach the place or to get out after having completed loading or discharging. The Vessel not to be obliged to force ice, nor to follow ice-breakers when inwards bound. If on account of ice the Master considers it dangerous to remain at the loading or discharging place for fear of the Vessel being frozen in and/or damaged, he has liberty to sail to a convenient open place and await the Charterers' fresh instructions. Detention through any of above causes to be for the Charterers' account.	317 318 319 320 321 322 323 324 325 326 327 328 329	(D) The Vessel to have liberty to comply with any orders or directions as to departure, arrival, routes, ports of call, stoppages, destination, delivery or in any other wise whatsoever given by the Government of the nation under whose flag the Vessel sails or any other Government or any person (or body) acting or purporting to act with the authority of such Government or by any committee or person having under the terms of the war risks insurance on the Vessel the right to give any such orders or directions.	393 394 395 396 397 398 399 400
18. Loss of Vessel Should the Vessel be lost or missing, hire to cease from the date when she was lost. If the date of loss cannot be ascertained half hire to be paid from the date the Vessel was last reported until the calculated date of arrival at the destination. Any hire paid in advance to be adjusted accordingly.	330 331 332 333 334 335	(E) In the event of the outbreak of war (whether there be a declaration of war or not) between any two or more of the following countries: the United Kingdom, the United States of America, France, the Union of Soviet Socialist Republics, the People's Republic of China or in the event of the nation under whose flag the Vessel sails becoming involved in war (whether there be a declaration of war or not)	401 402 403 404 405 406 407 408
19. Overtime The Vessel to work day and night if required. The Charterers to pay Owners a lumpsum per 30 days as indicated in <u>Box 34</u> or pro rata for any overtime to Officers and Crew, unless other agreement is made according to <u>Box 34</u> .	336 337 338 339 340	either the Owners or the Charterers may cancel this Charter, whereupon the Charterers shall re-deliver the Vessel to the Owners in accordance with <u>Clause 8</u> , if she has cargo on board after discharge thereof at destination or if debarred under this clause from reaching or entering it at a near open and safe port as directed by the Owners, or if she has no cargo on board, at the port at which she then is or if at sea at a near open and safe port as directed by the Owners. In all cases hire shall continue to be paid in accordance with <u>Clause 7</u> and except as aforesaid all other provisions of this Charter shall apply until re-delivery.	409 410 411 412 413 414 415 416 417 418
20. Lien The Owners to have a lien upon all cargoes and sub-freights belonging to the Time-Charterers and any Bill of Lading freight for all claims under this Charter, and the Charterers to have a lien on the Vessel for all moneys paid in advance and not earned. The Charterers will not suffer, nor permit to be continued any lien or encumbrance incurred by them or their Agents, which might have priority over the title and interest of the Owners in the Vessel.	341 342 343 344 345 346 347 348	(F) if in compliance with the provisions of this clause any thing is done or is not done, such not to be deemed a deviation. <i>Section (C) is optional and should be considered deleted unless agreed according to <u>Box 35</u>.</i>	419 420 421 422
21. Salvage All salvage and assistance to other vessels to be for the Owners' and the Charterers' equal benefit after deducting the Master's and Crew's proportion and all legal and other expenses including hire paid under the Charter for time lost in the salvage, also repairs of	349 350 351 352 353	24. General Average General Average to be settled in the place stated in <u>Box 36</u> according to York/Antwerp Rules, 1974. Hire not to contribute to General Average.	423 424 425 426

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25. Fumigation	427
Expenses in connection with fumigations and/or quarantine ordered because of cargoes carried or ports visited while the Vessel is employed under the Charter to be for the Charterers' account. Expenses in connection with all other fumigations and/or quarantine to be for the Owners' account.	428 429 430 431 432
26. Funnel Mark	433
The Charterers to have the option of painting the Vessel's funnel in their own colours, but the Vessel to be re-delivered with the Owners' colours. Painting and repainting to be for the Charterers' account and time to count. The Charterers also to have the option of flying their house flag during the currency of this Charter.	434 435 436 437 438
27. Supercargo	439
The Charterers to have the option of placing a Supercargo on board, they paying the price stated in <u>Box 37</u> per day for lodging and victualling at the Master's table.	440 441 442
28. Meals	443
The Owners to victual pilots and Customs officers and also, when authorised by Charterers or their Agents, to victual tally clerks, stevedores' foremen, Charterers' guests, etc., the Charterers paying the price stated in <u>Box 38</u> per man per meal, for all such victualling.	444 445 446 447
29. Light	448
The Owners to supply light on deck and in holds, as on board at all times, free of expense to the Charterers, unless electrical clusters from shore are compulsory, in which case same to be for the Charterers' account.	449 450 451 452
30. Stevedoring Damage	453
The Owners to instruct the Master to report in writing to the Supercargo, if on board, and to the Charterers and/or their Agents at the port involved, about any stevedoring damage caused to the Vessel. Such reports to be made immediately after the damage is done unless the damage could not be detected at once in spite of close supervision of the stevedoring.	454 455 456 457 458 459
31. Ballast	460
If any ballast is required, all expenses for same, including time used in loading and discharging, to be for the Owners' account.	461 462
32. Arbitration	463
Any dispute arising under the Charter to be referred to arbitration in London, one Arbitrator to be nominated by the Owners and the other by the Charterers, and in case the Arbitrators shall not agree then to the decision of an Umpire to be appointed by them, the award of the Arbitrators or the Umpire to be final and binding upon both parties.	464 465 466 467 468 469
If either of the appointed Arbitrators refuses to act, or is incapable of acting, or dies, the party who appointed him may appoint a new Arbitrator in his place.	470 471 472
If one party fails to appoint an Arbitrator, either originally, or by way of substitution as aforesaid, for seven clear days after the other party, having appointed his Arbitrator, has served the party making default with notice to make the appointment, the party who has appointed an Arbitrator may appoint that Arbitrator to act sole Arbitrator in the reference and his award shall be binding on both parties if he had been appointed by consent.	473 474 475 476 477 478 479
33. Commission	480
The Owners to pay a commission at the rate stated in <u>Box 39</u> to the party mentioned in <u>Box 39</u> on any hire paid under the Charter but in no case less than is necessary to cover the actual expenses of the Brokers and a reasonable fee for their work. If the full hire is not paid owing to breach of Charter by either of the parties the party liable therefore to indemnify the Brokers against their loss of commission.	481 482 483 484 485 486 487
Should the parties agree to cancel the Charter, the Owners to indemnify the Brokers against any loss of commission but in such case the commission not to exceed the brokerage on one year's hire.	488 489 490 491