

# 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	5
Party/Contract.	6
And as otherwise described hereunder:	7

**DESCRIPTION**

Tons deadweight (Summer): .....	Flag: .....	Built: .....	8
Fully loaded (Summer) draft: .....	Selftrimming Bulkcarrier .....		9
Geared 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	15
all convenient despatch sail and proceed to RICHARDS BAY (Natal, Republic of South Africa), and	16
there load, always safely afloat, (at the Richards Bay Coal Terminal Company Appliance berths), as	17
ordered.	18
If necessary for vessel to be warped/moved at the Appliance berths, cost to be for Owner's account	19
but time used to count as Laytime.	20
A full and complete cargo (for the purpose of this Charter Party)	21

**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		24
tackle, apparel, provisions and furniture.		25

**F.I.O.T**

The said cargo to be brought alongside and loaded and spout trimmed aboard the vessel, free of	26
expense to the vessel and being so laden shall therewith proceed with all convenient despatch to	27

**DISCHARGE PORT**

.....	28
and there deliver the cargo free of expense to the vessel in one/two safe berth(s), always afloat, as	29
ordered by the Receivers or their Agents.	30

**FREIGHT RATE**

2. FREIGHT, to be paid at the rate of	31
.....	32
per metric ton (of 1000 kilos) on Bill of Lading weight; in full of all Port Charges, Pilotages, Harbour	33
dues, Taxes and Consulages on the vessel (and as per Clause 14).	34

**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	36
shall be non-returnable, but deemed earned on shipment, ship and/or cargo lost or not lost.	37
The remainder of the Freight shall be payable upon receipt of advice of right and true delivery of the	38
cargo.	39

**(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
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(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
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**(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
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**(FREIGHT BENEFICIARY)**

Freight to be paid to: .....	48
CREDIT: .....	49
WITH: .....	50

**LAYDAYS AND CANCELLING**

3. LAYDAYS for loading not to count before .....	51
and if the vessel is not ready to load by .....	52
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.	53
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*(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.	56
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The Contract shall continue/resume from the next due voyage).	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.	59
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Failing which, the time allowed for loading shall be extended proportionately.	63
(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).	64
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**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.	67
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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.	72
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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.	75
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Time taken steaming from anchorage to loading berth NOT to count as Laytime.	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.	80
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Failing which, the time allowed for discharging shall be extended proportionately.	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.	84
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Failing which, the time allowed for discharging shall be extended proportionately.	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.	89
Such Notice to be tendered in ordinary business hours.	90
Time taken steaming from anchorage to berth NOT to count as Laytime.	91
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**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
For all Laytime saved, with Laydays computed on Bill of Lading weight, Owners to pay Charterers Despach at the rate of US\$ ..... per day or pro rata for part thereof.	96
At discharge port, Receivers shall pay Demurrage, if incurred, at the rate of US\$ ..... per running day or pro rata for part thereof.	97
For all Laytime saved, with Laydays computed on Bill of Lading weight, Owners to pay Receivers Despach at the rate of US\$ ..... per day or pro rata for part thereof.	98
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**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
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.	104
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.	105
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**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
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**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
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Stevedores and stowage to remain under the responsibility of the Master in loading and discharging.	132
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.	133
Vessel to be consigned to Charterers Agent at Richards Bay, Messrs .....	134
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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
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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
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**GRAB DISCHARGE**

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

**OVERTIME**

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

**BILLS OF LADING**

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

**DUES/TAXES**

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

**HATCHES & LIGHTS**

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

**SEAWORTHY TRIM**

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

**EXCEPTIONS**

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

**ARBITRATION**

18. ALL disputes from time to time arising out of this Charter Party/Contract or individual voyage shall,	178
unless the Parties agree within six months of final discharge, on a single Arbitrator, be referred to the	179
final Arbitrament of two Arbitrators, who shall be members of the Institute of Arbitrators in London,	180
one to be appointed by each of the Parties, with power to such Arbitrators to appoint an Umpire. Any	181
claim must be made in writing and a Claimant's Arbitrator appointed within six months of final	182
discharge and where this provision is not complied with, the claim shall be deemed to be waived and	183
absolutely barred. No award shall be questioned or invalidated on the ground that any of the	184
Arbitrators is not qualified as above unless objection to his acting be taken before the award is made.	185
English law to apply.	186

**AVERAGE**

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

**LIEN/CESSOR**

20. THE Charterers liability shall cease except for payment of Freight, as soon as the cargo is shipped and	190
the Freight, Deadfreight and Demurrage (if any) at loading port are paid, Owners having a Lien on the	191
cargo for the balance of Freight, Demurrage (if any) and "Average".	192

**DISPONENT OWNERS**

21. THE word "Owners" is understood to also include Disponent Owners and/or Timecharter Controllers	193
or Managers of the vessel/s.	194

**PROTECTIVE CLAUSES**

22. P and I Bunker Clause and Chamber of Shipping War Risk Clauses 1 and 2 are deemed to be incorpo-	195
rated in this Charter Party. All Bills of Lading issued under this Charter Party/Contract shall contain	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	198
due fulfilment of this Charter Party.	199

**OWNERS**

**CHARTERERS**