



AMERICANIZED WELSH COAL CHARTER[©]

Issued by the Association of Ship Brokers and Agents (U.S.A.), Inc.

New York - 1953; Amended 1979; Revised 1993

Draft Copy

THIS CHARTER PARTY, made and concluded in
this day of

19

1
2

Between

3
4

<u>Owners</u> of the	(flag)	Vessel	5
of	, built	(year) at	6
of	tons of 1000 kilos	total deadweight on summer freeboard, inclusive of bunkers,	7
classed	in	and registered	8
at	under No	The Vessel's length overall is	9
freeboard is	and beam is	The Vessel's fully laden draft on summer	10
	now	and	11
<u>Charterers</u>			12
of the city of			13
			14

1. Loading Port(s)/Discharging Port(s)

15

That the said Vessel being tight, staunch and strong, and in every way fit for the voyage, shall, with all convenient speed, proceed to

16
17

customary manner from the Charterers, in such safe berth as they shall direct, a full and complete cargo	19
of coal tons of 2240 lbs/1000 kilos*	20
option; and being so loaded, shall therefrom proceed, with all convenient speed, to	21
or so near thereunto as she can safely get, and there deliver her cargo, as ordered	22
by the Charterers, where she can safely deliver it, always afloat, on having been paid freight at the rate of	23
US \$ per ton of 2240 lbs/1000 kilos* on bill of lading quantity.	24
	25

**) Delete as appropriate*

26

2. Freight Payment

27

The FREIGHT shall be paid in

28
29
30

3. Notices & Loading Port Order	31
The Master shall give the Charterers (telegraphic address " _____", Telex No _____, Fax No _____) and _____ days notice of the date of the Vessel's expected readiness to load, and approximate quantity of cargo required with the day notice. The Charterers shall be kept advised by any form of telecommunication of any alterations in that date, as and when known. The Charterers shall declare first or sole loading port on receipt of the Master's _____ day notice, unless declared earlier.	32 33 34 35 36 37
4. Discharging Port Orders	38
The Master shall apply to the Charterers by any form of telecommunication for declaration of the first or sole discharging port 96 hours before the Vessel is due off/at _____ and they are to declare same to the Master not later than 48 hours following receipt of the Master's application.	39 40 41 42
5. Laydays/Cancelling	43
Laytime for loading shall not commence before 0800 on the _____ day of _____ Should the Vessel's notice of readiness not have been tendered in accordance with Clause 6, before 1700 on the _____ day of _____, the Charterers shall have the option of cancelling this Charter Party, not later than one hour after the said notice has been tendered. The said cancelling date shall be extended by as many days (rounded to the nearest day) as the Charterers shall have failed to give loading port orders as provided in Clause 3 hereabove, without prejudice to the Owners' claim for detention.	44 45 46 47 48 49
If the Owners warrant that, despite the exercise of due diligence by the Owners, the Vessel will not be ready to tender notice of readiness by the cancelling date, and provided the Owners are able to state with reasonable certainty the date on which the Vessel will be ready, they may, at the earliest seven days before the Vessel is expected to sail for the port or place of loading, require the Charterers to declare whether or not they will cancel the Charter. Should the Charterers elect not to cancel, or should they fail to reply within seven days or by the cancelling date, whichever shall first occur, then the seventh day after the expected date of readiness for loading as notified by the Owners shall replace the original cancelling date. Should the Vessel be further delayed, the Owners shall be entitled to require further declarations of the Charterers in accordance with this Clause.	50 51 52 53 54 55 56 57 58
6. Time Counting	59
(a) Notice of the Vessel's readiness to load and discharge at the first or sole port shall be tendered in writing to the Charterers between 0800 and 1700 on Mondays to Fridays and between 0800 and 1200 on Saturdays. Following tender of notice of readiness, laytime shall commence 12 hours thereafter, unless the Vessel's loading or discharging has sooner commenced.	60 61 62 63
Such notice of readiness shall be tendered when the Vessel is in the loading or discharging berth, if available, and is in all respects ready to load or discharge the cargo, unless the berth is not available on the Vessel's arrival, whereupon the Master may tender the said notice from a lay berth or anchorage within the port limits.	64 65 66 67

(b) If the Vessel is prevented from entering the port limits because the first or sole loading or discharging berth, or a lay berth or anchorage is not available, or on the order of the Charterers or any competent official body or authority, and the Master warrants that the Vessel is physically ready in all respects to load or discharge, he may tender notice, by radio, if desired, from the usual anchorage outside the port limits, whether in free pratique or not, and/or whether customs cleared or not. If after entering the port limits the Vessel is found not to be ready, the time lost from the discovery thereof, until she is ready, shall not count as laytime, or time on demurrage. 68
69
70
71
72
73
74

(c) Once the loading or discharging berth becomes available laytime or time on demurrage shall cease 75
until the Vessel is in the berth, and shifting expenses shall be for the Owners' account. 76

(d) *Subsequent Ports* - At second or subsequent ports of loading and/or discharging, laytime or time 77
on demurrage shall resume counting from the Vessel's arrival in loading or discharging berth, if 78
available, or if unavailable, from the arrival time within or outside the port limits, as provided in 79
paragraph (a) supra. 80

7. Laytime 81

(a) The Vessel shall be loaded at the average rate of tons of 1000 kilos per day, or 82
pro-rata for any part of a day, or within running days, both of twenty-four 83
consecutive hours, weather permitting, Sundays and Holidays excepted/included*, and discharged 84
at the average rate of tons of 1000 kilos per day, or pro-rata for any part of a day, or 85
within running days, both of twenty four consecutive hours, weather permitting, 86
Sundays and Holidays excepted/included*. 87

Days Purposes 88

(b) Vessel shall be loaded and discharged within days of twenty-four consecutive hours, 89
weather permitting, Sundays and Holidays excepted/included* at loading, and excepted/included* 90
at discharge. 91

(c) Time used in loading and discharging during excepted periods, if any, shall count as laytime. 92

Non-reversible laytime 93

(d) In cases of separate laytime for loading and discharging, laytime shall be non-reversible. 94

*) Delete as appropriate 95

8. Exceptions 96

The Owners shall be bound before and at the beginning of the voyage to exercise due diligence to make 97
the Vessel seaworthy, and to have her properly manned, equipped and supplied, and neither the Vessel, 98
nor the Master, or Owners shall be, or shall be held liable for any loss of, or damage, or delay to the cargo 99
for causes excepted by the Hague Rules, or the Hague-Visby Rules, where applicable. 100

Neither the Vessel, her Master or Owners, nor the Charterers shall, unless otherwise expressly provided 101
in this Charter Party, be responsible for loss or damage to, or failure to supply, load, discharge or deliver 102
the cargo resulting from: Act of God, act of war, act of public enemies, pirates or assailing thieves; 103
arrest or restraint of princes, rulers or people; embargoes; seizure under legal process; provided bond is 104

promptly furnished to release vessel or cargo; floods; frosts; fogs; fires; blockades; riots; insurrections; 105
civil commotions; earthquakes; explosions; collisions; strandings and accidents of navigation; accidents 106
at the mines or to machinery or to loading equipment; or any other causes beyond the Owners' or the 107
Charterers' control; always provided that such events directly affect the loading and/or discharging 108
process of the Vessel, and its performance under this Charter Party. 109

9. Strikes

110

In the event of loss of time to the Vessel directly affecting the loading or discharging of this cargo, caused 111
by a strike or lockout of any personnel connected with the production, mining, or any essential inland 112
transport of the cargo to be loaded or discharged into/from this Vessel from point of origin, up to, and 113
including the actual loading and discharging operations, or by any personnel essential to the actual loading 114
and discharging of the cargo, half the laytime shall count during such periods, provided always that none 115
of the aforementioned events did exist at the date of the charter party. If at any time during the 116
continuance of such strikes or lockouts the Vessel goes on demurrage, said demurrage shall be paid at 117
half the rate specified in Clause 10, hereunder, until such time as the strike or lockout terminates; thence 118
full demurrage unless the Vessel was already on demurrage before the strike broke out, in which case full 119
demurrage shall be paid for its entire period. 120

10. Demurrage/Despatch

121

Demurrage, if incurred, at loading and/or discharging port(s), shall be paid by the Charterers to the 122
Owners at the rate of per day, or pro-rata for part of a day. Despatch money shall be 123
paid by the Owners to the Charterers at half the demurrage rate for all laytime saved. 124

11. Cost of Loading and Discharging

125

The cargo shall be loaded, dumped, spout trimmed, and discharged by Charterers*/Receivers** 126
stevedores free of risk and expense to the Vessel, under the supervision of the Master. Should the 127
stevedores refuse to follow his instructions, the Master shall protest to them in writing and shall advise 128
the Charterers immediately thereof. 129

12. Overtime

130

(a) Expenses

131

(i) All overtime expenses at loading and discharging ports shall be for account of the party 132
ordering same. 133

(ii) If overtime is ordered by port authorities or the party controlling the loading and/or 134
discharging terminal or facility all overtime expenses shall be equally shared between the 135
Owners and the Charterers*/Receivers*. 136

(iii) Overtime expenses for the Vessel's officers and crew shall always be for the Owners' 137
account. 138

(b) Time Counting

139

If overtime work ordered by the Owners be performed during periods excepted from laytime the 140
actual time used shall count; if ordered by the Charterers/Receivers, the actual time used shall not 141
count; if ordered by port authorities or the party controlling the loading and/or discharging terminal 142
or facility half the actual time used shall count. 143

*) Delete as appropriate 144

13. Opening & Closing Hatches 145

Opening and closing of hatches at commencement and completion of loading and discharging shall be for 146
the Owners' account and time so used is not to count. All other opening and closing of hatches shall be 147
for the Charterers' account and time so used shall count. 148

14. Seaworthy Trim 149

Charterers shall leave the Vessel in seaworthy trim and with cargo on board safely stowed to Master's 150
satisfaction between loading berths/ports and between discharging berths/ports, respectively; any 151
expenses resulting therefrom shall be for Charterers' account and any time used shall count. 152

15. Shifting 153

If more than one berth of loading and discharging has been agreed, and used, costs of shifting, including 154
cost of bunkers used, shall be for the Charterers' account, time counting. 155

16. Lighterage 156

Should the Vessel be ordered to discharge at a place where there is insufficient water for the Vessel to 157
reach it in the first tide after her arrival there, without lightening and lie always afloat, laytime shall count 158
as per Clause 6 at a safe anchorage or lightening place for similar size vessels bound for such a place, 159
and any lighterage expenses incurred to enable her to reach the place of discharge shall be for the 160
Charterers' account, any custom of the port to the contrary notwithstanding. Time occupied in 161
proceeding from the lightening place to the discharging berth shall not count as laytime or time on 162
demurrage. 163

17. Agents 164

The Vessel shall be consigned to agents at port(s) of loading, and to 165
agents at port(s) of discharge. 166

18. Extra Insurance on Cargo 167

Any extra insurance on cargo, incurred owing to Vessel's age, class, flag, or ownership to be for Owners' 168
account up to a maximum of and may be deducted from the freight in the 169
Charterers' option. The Charterers shall furnish evidence of payment supporting such deduction. 170

19. <u>Stevedore Damage</u>	171
(a) Any damage caused by stevedores shall be settled directly between the Owners and the stevedores.	172 173
(b) *In case the Owners are unsuccessful in obtaining compensation from the stevedores for damage for which they are legally liable, then the Charterers shall indemnify the Owners for any sums so due and unpaid.	174 175 176

**) Sub-clause (b) is optional and shall apply unless deleted.* 177

Draft Copy

20. <u>Deviation</u>	178
-----------------------------	-----

Should the Vessel deviate to save or attempt to save life or property at sea, or make any reasonable deviation, the said deviation shall not be deemed to be an infringement or breach of this Charter Party, and the Owners shall not be liable for any loss or damage resulting therefrom provided, however, that if the deviation is for the purpose of loading or unloading cargo or passengers, it shall "prima facie", be regarded as unreasonable. 179
180
181
182
183

21. <u>Lien and Cesser</u>	184
-----------------------------------	-----

The Charterers' liability under this Charter Party shall cease on cargo being shipped, except for payment of freight, deadfreight and demurrage, and except for all other matters provided for in this Charter Party where the Charterers' responsibility is specified. The Owners shall have a lien on the cargo for freight, deadfreight, demurrage and general average contribution due to them under this Charter Party. 185
186
187
188

22. <u>Bills of Lading</u>	189
-----------------------------------	-----

The bills of lading shall be prepared in accordance with the dock or railway weight and shall be endorsed by the Master, agent or Owners, weight unknown, freight and all conditions as per this Charter, such bills of lading to be signed at the Charterers' or shippers' office within twenty four hours after the Vessel is loaded. The Master shall sign a certificate stating that the weight of the cargo loaded is in accordance with railway weight certificate. The Charterers are to hold the Owners harmless should any shortage occur. 190
191
192
193
194
195

Draft Copy

23. <u>Grab Discharge</u>	196
----------------------------------	-----

No cargo shall be loaded in any cargo compartment inaccessible to reach by grabs. 197

24. <u>Protective clauses</u>	198
--------------------------------------	-----

This Charter Party is subject to the following clauses all of which are also to be included in all bills of lading issued hereunder: 199
200

(a) "CLAUSE PARAMOUNT: This bill of lading shall have effect subject to the provisions of the Carriage of Goods by Sea Act of the United States, the Hague Rules, or the Hague-Visby Rules,	201 202
---	------------

as applicable, or such other similar national legislation as may mandatorily apply by virtue of origin 203
or destination of the bills of lading, which shall be deemed to be incorporated herein and nothing 204
herein contained shall be deemed a surrender by the carrier of any of its rights or immunities or 205
an increase of any of its responsibilities or liabilities under said applicable Act. If any term of this 206
bill of lading be repugnant to said applicable Act to any extent, such term shall be void to that 207
extent, but no further." 208

and 209

(b) "NEW BOTH-TO-BLAME COLLISION CLAUSE: If the ship comes into collision with another ship 210
as a result of the negligence of the other ship and any act, neglect or default of the master, 211
mariner, pilot or the servants of the carrier in the navigation or in the management of the ship, 212
the owners of the goods carried hereunder will indemnify the carrier against all loss or liability to 213
the other or non-carrying ship or her owners in so far as such loss or liability represents loss of, 214
or damage to, or any claim whatsoever of the owners of said goods, paid or payable by the other 215
or non-carrying ship or her owners to the owners of said goods and set off, recouped or recovered 216
by the other or non-carrying ship or her owners as part of their claim against the carrying ship or 217
carrier. 218

The foregoing provisions shall also apply where the owners, operators or those in charge of any 219
ship or ships or objects other than, or in addition to, the colliding ships or objects are at fault in 220
respect to a collision or contact". 221

and 222

(c) "NEW JASON CLAUSE: In the event of accident, danger, damage or disaster before or after 223
commencement of the voyage, resulting from any cause whatsoever, whether due to negligence 224
or not, for which, or for the consequences of which, the carrier is not responsible, by statute, 225
contract or otherwise, the goods, shippers, consignees or owners of the goods shall contribute 226
with the carrier in general average to the payment of any sacrifices, losses or expenses of a 227
general average nature that may be made or incurred, and shall pay salvage and special charges 228
incurred in respect of the goods. 229

If a salving ship is owned or operated by the carrier, salvage shall be paid for as fully as if such 230
salving ship or ships belonged to strangers. Such deposit as the carrier or his agents may deem 231
sufficient to cover the estimated contribution of the goods, and any salvage and special charges 232
thereon shall, if required, be made by the goods, shippers, consignees or owners of the goods to 233
the carrier before delivery". 234

and 235

(d) "PROTECTION AND INDEMNITY BUNKERING CLAUSE: The Vessel in addition to all other 236
liberties shall have liberty as part of the contract voyage and at any stage thereof to proceed to 237
any port or ports whatsoever whether such ports are on or off the direct and/or customary route 238
or routes to the ports of loading or discharge named in this Charter and there take oil bunkers in 239
any quantity in the discretion of the Owners even to the full capacity of fuel tanks, deep tanks 240
and any other compartment in which oil can be carried whether such amount is or is not required 241
for the chartered voyage". 242

25. Ice Clause

243

Loading Port

244

- (a) If the Vessel cannot reach the loading port by reason of ice when she is ready to proceed from her last port, or at any time during the voyage, or on her arrival, or if frost sets in after her arrival, the Master - for fear of the Vessel being frozen in - is at liberty to leave without cargo; in such cases this Charter Party shall be null and void. 245
246
247
248

- (b) If during loading, the Master, for fear of the Vessel being frozen in, deems it advisable to leave, he has the liberty to do so with what cargo he has on board and to proceed to any other port with option of completing cargo for the Owners' own account to any port or ports including the port of discharge. Any part cargo thus loaded under this Charter Party to be forwarded to destination at the Vessel's expense against payment of the agreed freight, provided that no extra expenses be thereby caused to the Consignees, freight being paid on quantity delivered (in proportion if lump sum), all other conditions as per Charter Party. 249
250
251
252
253
254
255

- (c) In case of more than one loading port, and if one or more of the ports are closed by ice, the Master or Owners to be at liberty either to load the part cargo at the open port and fill up elsewhere for the Owners' own account as under sub-clause (b) or to declare the Charter Party null and void unless the Charterers agree to load full cargo at the open port. 256
257
258
259

Voyage and Discharging Port

260

- (d) Should ice prevent the Vessel from reaching the port of discharge, the Charterers/Receivers shall have the option of keeping the Vessel waiting until the re-opening of navigation and paying demurrage or of ordering the Vessel to a safe and immediately accessible port where she can safely discharge without risk of detention by ice. Such orders to be given within 48 hours after the Owners or Master have given notice to the Charterers/Receivers of impossibility of reaching port of destination. 261
262
263
264
265
266

- (e) If during discharging, the Master, for fear of the Vessel being frozen in, deems it advisable to leave, he has liberty to do so with what cargo he has on board and to proceed to the nearest safe and accessible port. Such port to be nominated by the Charterers/Receivers as soon as possible, but not later than 24 running hours, Sundays and holidays excluded, of receipt of the Owners' request for nomination of a substitute discharging port, failing which the Master will himself choose such port. 267
268
269
270
271
272

- (f) On delivery of the cargo at such port, all conditions of the Bill of Lading shall apply and the Owners shall receive the same freight as if the Vessel had discharged at the original port of destination, except that if the distance to the substitute port exceeds 100 nautical miles the freight on the cargo delivered at that port to be increased in proportion. 273
274
275
276

26. General Average

277

General average shall be adjusted according to York-Antwerp Rules 1974, as amended 1990, or any subsequent modification thereof, in , and settled in currency. 278
279
280

27. War Risks

281

1. The Master shall not be required or bound to sign Bills of Lading for any blockaded port or for any port which the Master or Owners in his or their discretion consider dangerous or impossible to 282
283

enter or reach.

284

2. (A) If any port of loading or of discharge named in this Charter Party or to which the Vessel 285
may properly be ordered pursuant to the terms of the Bills of Lading be blockaded, or 286

(B) If owing to any war, hostilities, warlike operations, civil war, civil commotions, revolutions, 287
or the operation of international law (a) entry to any such port of loading or of discharge or the 288
loading or discharge of cargo at any such port be considered by the Master or Owners in his or 289
their discretion dangerous or (b) it be considered by the Master or Owners in his or their discretion 290
dangerous or impossible for the Vessel to reach any such port of loading or of discharge - the 291
Charterers shall have the right to order the cargo or such part of it as may be affected to be 292
loaded or discharged at any other safe port of loading or of discharge within the range of loading 293
or discharging ports respectively established under the provisions of the Charter Party (provided 294
such other port is not blockaded or that entry thereto or loading or discharge of cargo thereat is 295
not in the Master's or Owners' discretion dangerous or prohibited). If in respect of a port of 296
discharge no orders be received from the Charterers within 48 hours after they or their agents 297
have received from the Owners a request for the nomination of a substitute port, the Owners shall 298
then be at liberty to discharge the cargo at any safe port which they or the Master may in their 299
or his discretion decide on (whether within the range of discharging ports established under the 300
provisions of the Charter Party or not) and such discharge shall be deemed to be due fulfilment 301
of the contract or contracts of affreightment so far as cargo so discharged is concerned. In the 302
event of the cargo being loaded or discharged at any such other port within the respective range 303
of loading or discharging ports established under the provisions of the Charter Party, the Charter 304
Party shall be read in respect of the freight and all other conditions whatsoever as if the voyage 305
performed were that originally designated. In the event, however, that the Vessel discharges the 306
cargo at a port outside the range of discharging ports established under the provisions of the 307
Charter Party, freight shall be paid for as for the voyage originally designated and all extra 308
expenses involved in reaching the actual port of discharge and/or discharging the cargo thereat 309
shall be paid by the Charterers or cargo owners. In this latter event the Owners shall have a lien 310
on the cargo for all such extra expenses. 311

3. The Vessel shall have liberty to comply with any directions or recommendations as to departure, 312
arrival, routes, ports of call, stoppages, destinations, zones, waters, delivery or in any other wise 313
whatsoever given by the government of the nation under whose flag the Vessel sails or any other 314
government or local authority including any de facto government or local authority or by any 315
person or body acting or purporting to act as or with the authority of any such government or 316
authority or by any committee or person having under the terms of the war risks insurance on the 317
Vessel the right to give any such directions or recommendations. If by reason of or in compliance 318
with any such directions or recommendations, anything is done or is not done such shall not be 319
deemed a deviation. 320

If by reason of or in compliance with any such directions or recommendations the Vessel does 321
not proceed to the port or ports of discharge originally designated or to which she may have been 322
ordered pursuant to the terms of the Bills of Lading, the Vessel may proceed to any safe port of 323
discharge which the Master or Owners in his or their discretion may decide on and there discharge 324
the cargo. Such discharge shall be deemed to be due fulfilment of the contract or contracts of 325
affreightment and the Owners shall be entitled to freight as if discharge has been effected at the 326
port or ports originally designated or to which the Vessel may have been ordered pursuant to the 327
terms of the Bill of Lading. All extra expenses involved in reaching and discharging the cargo at 328
any such other port of discharge shall be paid by the Charterers and/or cargo owners and the 329
Owners shall have a lien on the cargo for freight and all such expenses. 330

28. <u>Dues and/or Taxes</u>	331
	332
	333
	334
29. <u>Transfer</u>	335
The Charterers shall have the privilege of transferring part or whole of the Charter Party to others,	336
guaranteeing to the Owners due fulfillment of this Charter Party.	337
30. <u>Address Commission</u>	338
An address commission of % on gross freight, deadfreight, and demurrage is due to the Charterers at the time these are paid, Vessel lost or not lost. The Charterers shall have the right to deduct such commissions from such payments.	339 340 341
31. <u>Brokerage Commission</u>	342
A brokerage commission of % on gross freight, deadfreight and demurrage is payable by the Owners to	343 344 345
	346
	347
32. <u>Arbitration</u>	347
(a) *NEW YORK	348
All disputes arising out of this contract shall be arbitrated at New York in the following manner, and subject to U.S. Law:	349 350
One Arbitrator is to be appointed by each of the parties hereto and a third by the two so chosen. Their decision or that of any two of them shall be final, and for the purpose of enforcing any award, this agreement may be made a rule of court. The Arbitrators shall be commercial men, conversant with shipping matters. Such Arbitration is to be conducted in accordance with the rules of the Society of Maritime Arbitrators Inc.	351 352 353 354 355
For disputes where the total amount claimed by either party does not exceed US \$ ** the arbitration shall be conducted in accordance with the Shortened Arbitration Procedure of the Society of Maritime Arbitrators Inc.	356 357 358
(b) *LONDON	359
All disputes arising out of this contract shall be arbitrated at London and, 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 Mercantile & Shipping Exchange and engaged in Shipping, one to be appointed by each of the parties, with power to such Arbitrators	360 361 362 363

to appoint an Umpire. No award shall be questioned or invalidated on the ground that any of the Arbitrators is not qualified as above, unless objection to his action be taken before the award is made. Any dispute arising hereunder shall be governed by English Law. 364
365
366

For disputes where the total amount claimed by either party does not exceed US \$ 367
** the arbitration shall be conducted in accordance with the Small Claims Procedure of 368
the London Maritime Arbitrators Association. 369
370

* Delete (a) or (b) as appropriate 370

** Where no figure is supplied in the blank space this provision only shall be void but the other provisions 371
of this clause shall have full force and remain in effect. 372

Draft Copy

Draft Copy