

Chartering- description of basic charter party terms



**ASSIGN
BUSTER**

1. Is your charter party a “ berth” or a “ port” charter party? The “ SHELL VOY 5” Voyage Charter Party is a port charter party. A berth is a specific place within the port, the place where the vessel will be an arrived ship and she will be securely moored and will make the loading or discharging operations, in the charter party is not available any information with all this above. Also the commencement of laytime in a berth charter party could not start until the vessel has arrived at the specific berth that specified in the charter party.

In this charter party, it is clear that at the Clause 13 (1)(a) , 13(2), the vessel will be an arrived vessel, and the commencement of the laytime start, once the vessel arrives at the confines of the port. Also, at the “ SHELL VOY 5” Clause 13 (1)(a) line 187 after the correction from the VOYAGE PARTY TERMS Part II 13(1), refers that time is to commence whether vessel at berth or not (WIBON). WIBON convert a berth charter party to a port charter party.

In case that the vessel arrives to the port of loading or discharging and there is no berth available for operation, the vessel will remain in a designated waiting area inside port limits and from this position, the Master or the Shipowner can tender a valid Notice of Readiness to the charterers and the commencement of the laytime calculation will be in accordance with the charter party. Finally the recap mention, that the loading port will be Baniyas and discharging port doesn't specify the port and berth location, it is located in Mediterranean sea, Not East Of But Including Greece and including Rijeka and Omisalj.

These are areas and locations it is not clear which port will the vessel proceed and at which berth she will made fast for operation. This is one reason that this charter party is a port charter party. 2. What are the prerequisites for the laytime to start counting? The prerequisites for the commencement of laytime calculation begin when the vessel accomplish the following: 1) The vessel must become an arrived ship, i. e. it must be within the port at a place where it is immediately and effectively at the disposal of the charterer. 2) The arrived ship to be ready to load.) A NOR has to be served from within the berth. According to the " SHELL VOY 5" clause 13 (1) (a) after 6 hours will commence the laytime counting because the vessel must be in all respects for the loading or discharging operations and to tender the Notice of Readiness to the Charterers that she is ready for operation and securely moored. 3. What happens in case of strikes, ice, adverse weather conditions, war? Ice According the " SHELL VOY 5" clause 22 lines 272-301 the vessel is not allowed to require to force ice or to follow ice breakers.

In case that the discharging or loading port are inaccessible Master should inform charters for new voyage orders and remain outside the ice-bound area awaiting the orders. Also in case that due to loading or discharging it the port, there is a danger of the vessel to become frozen should immediately start unmooring and proceeding to a safe and without ice position. Simultaneously Master should inform charterers and request new orders. In case that the affected from ice port is the first or the only loading port and no cargo loaded the charterers shall request the vessel to sail to another port or to cancel the charter party.

By the choice of cancelation charter party Charterers pay demurrages from the time that Master notification for the situation or from the time that Notice of Readiness Tender until the time that cancellation notice given. Also in case that the affected from ice port is the loading port, and a part of the cargo already loaded Charterers shall order the vessel to sail in to the discharging port without completion of the loading and pay any arising deadfreight or to order the vessel to sail to another port for the completion of loading.

In case that the discharging port is the affected from the ice then the Charterers shall order the vessel to sail to another port for discharging or to proceed or to return to the nominated port. In case that Charterers order the vessel to proceed to or to return to the nominated port they take the risk of vessels' damage during proceeding or returning to the port. The time period from then that the Masters revised orders until the safe vessels' departure from the port shall count against laytime or if the vessel is on demurrage the Charterer will pay demurrage.

War According the " SHELL VOY 5" Clause 34 lines 414-466 in case that the port of loading or discharging that the vessel is ordered to proceed is blockaded or owing to any war, the entry must be consider by the Master or the Owner as dangerous, or the Master or the Owner must consider that the for the vessel because it is dangerous or prohibited or it is impossible to reach any discharging or loading port affected from war. In 48 hours after their information Charterers shall give to the vessel new orders.

If no orders received then: In case that the affected from war port is the first port of call or the loading port and the loading operation has not commence yet the charter party will terminate immediately. In case that the affected port is the loading port and the loading operation has already commenced and a part of the cargo is already on board the vessel shall proceed on passage and Charterers should pay for any deadfreight.

In case that the affected port is the discharging port the Owner or the Master has the option to decide a safe port in the range which specified in the Charter party and such discharging shall be deemed to be for the fulfillment of the contract of affreightment. Also when cargo loaded or discharged at any such other port, the amount of the freight will be as originally nominated and it will be increased or reduced by counting the voyage time, including also, the awaiting orders time, the engine consumptions and the port changes.

According the recap Clause 30 Charterers shall pay a war risk insurance at the owners and the crew war bonus which are according the vessels' flag state will be also in Charterers account. WEATHER: According to the " SHELL VOY 5" and the Conoco Weather Clause 31 in charter party refers that the delays before the vessels' berth for loading or discharging operation or any other delays afters berthing due to bad weather or sea conditions shall count as one-half laytime or, if the vessel is on demurrage, at one half demurrage rate.

STRIKES: According to the recap if the vessel proceeds to a France port and all time lost due to strikes and lockouts either if they are official or not the

time count as full laytime or demurrage if on demurrage. 4. Who is responsible to pay for opening/closing of hatches and overtime? N/A CHARTER PARTY IS FOR TANKER. 5. Who pays for the time and costs of vessel shifting?

According to the “ SHELL VOY 5” Clause 9 line 133-140 charterers have the right to require from the vessel to shift at port of loading or discharging or discharging berth in the port limits and back to the same or an another berth once or more often, or the vessel will shift before the completion of loading or discharging operation due to bad weather the laytime and the cost of shifting are in charterers account.