

RICHARDS BAY COAL CHARTER PARTY

.....19

1 **CHARTERERS** IT is this day mutually agreed between MESSRS

2 **AND** of Johannesburg, as the CHARTERERS, and Messrs

3 **OWNERS** as the OWNERS* of the good motorship (Tonnage to be nominated)

4 (*see Clause No. 21)

5 Classed: Lloyds100 A.1, or equivalent and to be so maintained for the duration of this Charter

6 Party/Contract.

7 And as otherwise described hereunder:

8 **DESCRIPTION** Tons deadweight (Summer): Flag: Built:

9 Fully loaded (Summer) draft: Selftrimming Bulkcarrier

10 Geared or Gearless: Number of hatches:

11 Number of holds: Speed (about):

12 Bridge: Machinery: L.o.a: Beam:

13 **POSITION** Now

14 and expected to load under this Charter Party, about

15 **LOADING** 1. THAT the said vessel being tight, staunch and strong and in every way fitted for the voyage, shall, with

16 **PORT** all convenient despatch sail and proceed to RICHARDS BAY (Natal, Republic of South Africa), and

17 there load, always safely afloat, (at the Richards Bay Coal Terminal Company Appliance berths), as

18 ordered.

19 If necessary for vessel to be warped/moved at the Appliance berths, cost to be for Owner's account

20 but time used to count as Laytime.

21 A full and complete cargo (for the purpose of this Charter Party)

22 **CARGO** COAL, not exceeding: metric tons (of 1000 kilos)

23 **SIZE** not less than: metric tons (of 1000 kilos)

24 quantity in Master's opinion and not exceeding what vessel can reasonably stow and carry over her

25 tackle, apparel, provisions and furniture.

26 **F.I.O.T.** The said cargo to be brought alongside and loaded and spout trimmed aboard the vessel, free of

27 expense to the vessel and being so laden shall therewith proceed with all convenient despatch to

28 **DISCHARGE**

29 **PORT** and there deliver the cargo free of expense to the vessel in one/two safe berth(s), always afloat, as

30 ordered by the Receivers or their Agents.

31 **FREIGHT** 2. **FREIGHT**, to be paid at the rate of

32 **RATE**

33 per metric ton (of 1000 kilos) on Bill of Lading weight; in full of all Port Charges, Pilotages,

34 Harbour dues, Taxes and Consulages on the vessel (and as per Clause 14).

35 **FREIGHT** The Freight shall be paid as follows--

36 **PAYMENT** Ninety Percent within seven days of release of signed Bills of Lading to Charterers or their Agents and

37 shall be non-returnable, but deemed earned on shipment, ship and/or cargo lost or not lost.

38 The remainder of the Freight shall be payable upon receipt of advice of right and true delivery of the

39 cargo.

40 **(FREIGHT** Charterers have the right to deduct from the Ninety percent Freight payment, full commissions in

41 **DEDUCTIONS)** terms of this Charter Party and despatch at the loading port (if any) and vessel's loading port

42 disbursements, if not previously paid by Owners.

43 (Charterers are also entitled to deduct any extra insurance premium paid on account of vessel's age,

44 flag, Class or Ownership, if the vessel incurs same. London insurance market conditions to apply.)

45 **(COMMISSION)** Owners agree to pay a commission of % on the gross amount of Freight, Deadfreight and
46 Demurrage (if any) to Charterers (for division with others, as agreed), which deemed earned upon
47 completion of loading and is deductible from Freight, as above.

48 **(FREIGHT** Freight to be paid to:
49 **BENEFICIARY)** CREDIT:
50 WITH:

51 **LAYDAYS AND** 3. LAYDAYS for loading not to count before
52 **CANCELLING** and if the vessel is not ready to load by
53 of if any willful misrepresentation be made respecting the size, position or state of the vessel,
54 Charterers have the option of canceling the *(respective individual) voyage, such option to be
55 declared latest upon vessel giving Notice of Readiness.
56 *(In the event of more than one voyage under this Charter Party, cancellation shall refer to the voyage
57 in question and shall not mean cancellation of any other part of this Contract, still to be performed.
58 The Contract shall continue/resume from the next due voyage).

59 **LOADING** 4. THE cargo to be loaded at the average rate of metric tons per weather working day of
60 **RATE** 24 consecutive hours, Sundays, Saturdays and Holidays INCLUDED (but excluding 25th December),
61 **(SHINC)** provided vessel can receive at this rate and provided vessel is always totally and fully available to the
62 Charterers for this purpose.
63 Failing which, the time allowed for loading shall be extended proportionately.

64 (If loading has to be interrupted due to insufficient ballast pump capacity in relation to loading
65 capacity, any such time lost shall NOT count as Laytime. Owners guarantee that any such stoppages
66 shall not exceed 8 hours maximum).

67 **LOADING** Time commencing, subject always to the undermentioned provisos, 18 hours after Notice of Readiness
68 **LAYTIME** has been given by the Master, certifying that the vessel has arrived and is in all respects ready to load,
69 **(SHINC)** whether in berth or not; such notice may be given at any time, Sundays, Saturdays and Holidays
70 included (but excluding 25th December). Notice time, if used for loading, to count as laytime but
71 only actual time used to count.
72 All Notices to be given in writing or by telegram by Master to the Charterers' Agent. If Notice given
73 outside of normal business hours, Master to confirm same in writing at earliest commencement of
74 business hours thereafter.
75 Any time lost subsequently by vessel not fulfilling requirements for Free Pratique or readiness to load
76 in all respects, including Marine Surveyor's Certificate (and acceptable gas-free Certificate for OBO-
77 carriers, or for any other reason for which the vessel is responsible, shall NOT count as Notice time,
78 or as time allowed for loading.
79 Time taken steaming from anchorage to loading berth NOT to count as Laytime.

80 **DISCHARGING** 5. THE cargo to be discharged at the average rate of metric tons, per weather working day of
81 **RATE (SHINC)** 24 consecutive hours, Sundays, Saturdays and Holidays INCLUDED, provided vessel can deliver at this
82 rate and provided vessel is always totally and fully available to Receivers for this purpose.
83 Failing which, the time allowed for discharging shall be extended proportionately.

84 **DISCHARGING** 5. THE cargo to be discharged at the average rate of metric tons, per weather working day of
85 **RATE (SHEX)** 24 consecutive hours, Sundays, Saturdays and Holidays EXCEPTED unless used and then only actual
86 time used to count as Laytime, provided vessel can deliver at this rate and provided vessel is always
87 totally and fully available to the Receivers for this purpose.
88 Failing which, the time allowed for discharging shall be extended proportionately.

89 **DISCHARGING** Time commencing, subject always to the undermentioned provisos 12 hours after written Notice of
90 **LAYTIME** Readiness is tendered and accepted by Receiver's Agent, after vessel is in Free Pratique and ready in all
91 **(SHINC or SHEX)** respects to discharge (with all necessary certificates, including acceptable gas-free Certificate for OBO-
92 carriers), whether in berth or not. Notice time, if used to count but only actual time used to count.
93 Such Notice to be tendered in ordinary business hours.
94 Time taken steaming from anchorage to berth NOT to count as Laytime.

95 **DEMURRAGE** 6. AT loading port, Charterers shall pay Demurrage, if incurred, at the rate of US\$ per
96 **AND DESPATCH** running day or pro rata for part thereof.
97 For all Laytime saved, with Laydays computed on Bill of Lading weight, Owners to pay Charterers
98 Despatch at the rate of US\$ per day or pro rata for part thereof.

99 At discharge port, Receivers shall pay Demurrage, if incurred, at the rate of US\$ per
100 running day or pro rata for part thereof.
101 For all Laytime saved, with Laydays computed on Bill of Lading weight, Owners to pay Receivers
102 Despatch at the rate of US\$ per day or pro rata for part thereof.

103 **STRIKES AND** 7. STRIKES or lockouts or any accidents/breakdowns of the appliance or stoppages, on Railway, or at
104 **FORCE** the loading/discharging places and/or River and/or Canal, due to weather, or any other Force Majeure
105 **MAJEURE** causes occurring beyond the control of the Charterers/Receivers or Shippers/Consignees, which may
106 directly affect the cargo for which the vessel is stemmed or the loading/discharging of the vessel always
107 excluded unless the vessel is already on demurrage.
108 Charterers undertake to advise Owners promptly, in writing, of such instances and also without
109 commitment, to indicate the extent in time of such Force Majeure.
110 At the loading port, in the event of any of the foregoing occurring and directly affecting the cargo/
111 stem for the said vessel continuing for a period of seven days from the time of the vessel being
112 certified ready to load in terms of this Charter Party, this voyage shall be come null and void, provided
113 no cargo has been loaded.

114 In the event of any of the foregoing occurring after any cargo has been loaded and continuing for a
115 period of seven running days, the Owners have the option of sailing with whatever cargo is onboard on
116 being paid Freight as per the Charter Party for the quantity onboard only and performing the voyage
117 in terms of this Charter Party or of remaining until loading is recommenced.
118 If the Owners elect to proceed with the Coal quantity as onboard, they are to have the option to load
119 additional cargo from other port or ports.

120 In the event of any of the foregoing occurring when the vessel is already on Demurrage and provided
121 no cargo has been loaded, Charterers at any time during such event/s and after the expiration of three
122 days from the commencement thereof, give three days notice that they are prepared to cancel this
123 voyage in respect of any time lost through such event/s but Charterers shall pay Demurrage up to the
124 expiration of such notice only. Upon receipt of such notice, vessel may either thereupon sail or within
125 24 hours Owners shall inform Charterers in writing of their intention to remain until the termination
126 of such event and then Charterers shall be obliged to load the vessel immediately upon termination of
127 such event/s.

128 **NOTICES** 8. OWNERS/Master to give Charterer's Agent at Richards Bay (telegraphic address
129 Richards Bay), 20, 15, 10, 7 and 5 days and 48 and 24 running hours notice of E.T.A.

130 **STEVEDORES** 9. STEVEDORES at Richards Bay to be employed by Charterers at Charterers expense. Stevedores at
131 **AND AGENTS** discharge port/s to be employed by Receivers at Receivers expense.

132 Stevedores and stowage to remain under the responsibility of the Master in loading and discharging.
133 Stevedores/Trimmers shall be considered as the Owners servants and Charterers/Shippers/Receivers/
134 Consignees are NOT responsible for any negligence, default or error in judgement of Stevedores/
135 Trimmers employed in loading and discharging.
136 Vessel to be consigned to Charterers Agent at Richards Bay, Messrs
137 and at discharge port.
138 In both cases Owners shall pay the customary fees.

139 **LIGHTERAGE** 10. ANY lighterage or lightening from carrying vessel at discharge port/s to be at Receivers expense and
140 time to count as Laytime.
141 But if carrying vessel requires lighterage for its own account, if for any reason it is unable to enter
142 discharge port/berth, on account of size/draft etcetera, then same to be for Owners account and time
143 NOT to count. Time taken in steaming from anchorage/lightening place to discharge berth not to
144 count as Laytime.

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

155 **OVERTIME** 12. OVERTIME shall be for the account of the party ordering same.

- 156 If ordered by Terminal Operators/Port Authority or their Nominees, then the actual cost of the
157 overtime shall be shared equally between Owners and Charterers at Richards Bay and between Owners
158 and the Receivers at discharge port.
159 Officers and Crews overtime shall always be for the Owners account.
- 160 **BILLS OF** 13. **BILLS** of Lading shall be prepared in accordance with the Draft Survey Weight Certificate or as
161 **LADING** otherwise required by Charterers, issued by an Independent Surveyor and shall be signed by the
162 Master/Agents, Freight and Conditions as per this Charter Party, such Bills of Lading to be signed
163 promptly and within twenty-four hours after vessel is loaded.
- 164 **DUES/TAXES** 14. ANY taxes and/or Dues on the vessel to be for the Owners account, at both loading and discharging
165 port/s. Any Taxes and/or Dues on the cargo to be for the Charterers account at loading port and
166 Receivers account at discharge port/s. Any Dues and/or Taxes on the vessel by reason of having this
167 cargo onboard to be for Charterers account at loading port and for Receivers account at discharging
168 port/s.
169 South African Income Tax, if any, at loading port to be for Owners account. Quay Weight and
170 Tonnage Dues and/or any similar Dues at discharging port/s for Receivers account.
- 171 **HATCHES** 15. ALL opening and closing of hatches and removal/replacing of beams at both loading and discharging
172 **& LIGHTS** ports for Owners account and time not to count as Laytime. Vessel to supply lights for night work as
173 required.
- 174 **SEAWORTHY** 16. **VESSEL** to be left in seaworthy trim to Master's satisfaction to proceed between all berths/ports
175 **TRIM** under this Charter Party.
- 176 **EXCEPTIONS** 17. THE Act of God, Enemies, the restraints of Princes and Rulers, or Peoples, including interference of
177 Government Authorities or their Officials and Perils of the Seas, shall be mutually excepted.
- 178 **ARBITRATION** 18. ALL disputes from time to time arising out of this Charter Party/Contract or individual voyage shall,
179 unless the Parties agree within six months of final discharge, on a single Arbitrator, be referred to the
180 final Arbitrament of two Arbitrators, who shall be members of the Institute of Arbitrators in London,
181 one to be appointed by each of the Parties, with power to such Arbitrators to appoint an Umpire. Any
182 claim must be made in writing and a Claimant's Arbitrator appointed within six months of final
183 discharge and where this provision is not complied with, the claim shall be deemed to be waived and
184 absolutely barred. No award shall be questioned or invalidated on the ground that any of the
185 Arbitrators is not qualified as above unless objection to his acting be taken before the award is made.
186 English law to apply.
- 187 **AVERAGE** 19. **AVERAGE**, if any, to be settled at a place to be agreed upon with the Cargo Underwriters, according
188 to York-Antwerp Rules 1974. Should the vessel deviate from the normal intended voyage under this
189 Charter Party Master/Owners shall inform Charterers of same without delay.
- 190 **LIEN/CESSOR** 20. THE Charterers liability shall cease except for payment of Freight, as soon as the cargo is shipped and
191 the Freight, Deadfreight and Demurrage (if any) at loading port are paid, Owners having a Lien on the
192 cargo for the balance of Freight, Demurrage (if any) and "Average".
- 193 **DISPONENT** 21. THE word "Owners" is understood to also include Disponent Owners and/or Timecharter Controllers
194 **OWNERS** or Managers of the vessel/s.
- 195 **PROTECTIVE** 22. P and I Bunker Clause and Chamber of Shipping War Risk Clauses 1 and 2 are deemed to be incorpo-
196 **CLAUSES** rated in this Charter Party. All Bills of Lading issued under this Charter Party/Contract shall contain
197 General Clause Paramount, the New Jason and the New Both-to-Blame Collision Clause.
- 198 **SUBLET** 23. **CHARTERERS** have the right to Sublet the vessel in whole or in part, they remaining liable for the
199 due fulfilment of this Charter Party.

CHARTERERS

OWNERS

This Charter Party is a computer generated copy of the " RICHARDSBAY" form printed by authority of the Association of Ship Brokers & Agents (USA), Inc., using software which is copyright. Any insertion or deletion to the form must be clearly visible. In the event of any modification made to the preprinted text of this document which is not clearly visible, the text of the original RICHARDSBAY approved document shall apply. The Association of Ship Brokers and Agents (USA), Inc. assumes no responsibility for any loss or damage caused as a result of discrepancies between the original approved document and this document.

www.cpeditor.com
www.itmarine.com