BIMCO's Documentary Work

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FONASBA
Annual Meeting

Venice 2012

Søren Larsen, Deputy Secretary General/COO

Lifecycle of Documents

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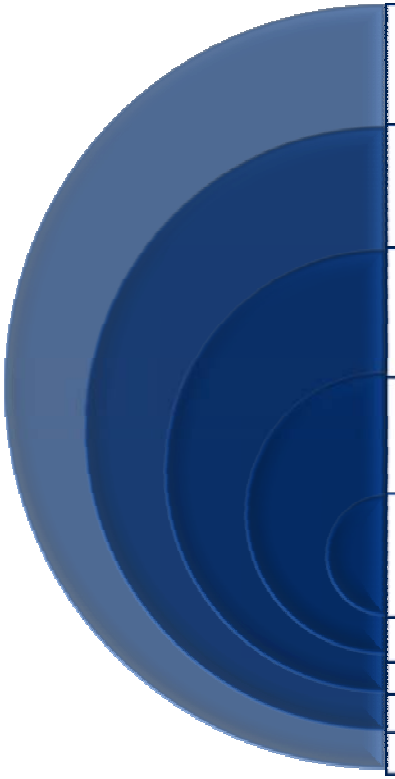

Standard Clauses
MLC 2006 Recommended Clauses
War Risk Clauses
Hull Fouling Clause for Time Charter Parties
Singapore Arbitration Clause

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Recent/Current Projects

- Standard Service Agreement
- NYPE 93
- WINDTIME - Time Charter Party for Offshore Wind Farm Transfer Vessels
- GUARDCON
- POOLCON – Standard Pooling Agreement
- Newbuilding Contract for Containers
- Decommissioning Contract
- Voylay Rules

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Current Projects

- OFAC Compliance Clause
- Virtual Arrival Clause for Voyage Charter Parties
- Hull Fouling Clause
- CONWARTIME 2004 and VOYWAR 2004
- Piracy Clauses
- Radioactivity Risk Clauses for Voyage Charter Parties
- BIMCO Dispute Resolution Clause
- MLC 2006, recommended clauses for offshore contracts and ship/crew management agreements

Compulsory.

Code Name for this Charter: **"BALTCON".**

Agreed, Stockholm, 5th September, 1908
Amended September, 1909.
Agreed with the British Coal Exporters' Federation and the Scandinavian Coal Importers' Associations, May, 1921 and June, 1922.
Amended December 31st, 1924.
Amended November, 1927.
Amended January 1st, 1956

Adopted by the Documentary Committee of the Chamber of Shipping of the United Kingdom.

Issued by the Documentary Council of The Baltic and White Sea Conference, to come into force for all fixtures on and after 1st October, 1921.

The Baltic and White Sea Conference Coal Charter, 1921,

For STEAMERS and FULL POWER MOTOR-VESSELS,

FROM EAST COAST OF ENGLAND AND SCOTCH PORTS TO ALL PORTS IN THE BALTIC, SCANDINAVIA AND WHITE SEA.

....., 19

It is this Day mutually agreed between

Owners of the of tons net register and expected

tons or thereabouts deadweight, exclusive of bunkers, now

ready to load on or about and Charterers.

1.—That the said Vessel being tight, staunch, and strong, and in every way fitted for the Voyage shall, with all possible despatch, proceed to and there load in the customary manner a full and complete Cargo of Coal, not exceeding tons, nor less than tons; and being so loaded shall therewith proceed with all possible despatch to

and deliver the same alongside any Wharf, Floating Depôt or Lighters, as may be ordered by the Consignees of the Cargo, where she can safely lie, always afloat.

2.—(a) Freight to be paid at the rate of per ton of 20 cwts. intaken weight provided the Vessel arrives without having broken bulk, with option to Consignees (which must be declared in writing before breaking bulk) to pay on delivered weight, in which event cargo to be weighed on board or alongside by official weigher, Consignees paying all expenses, but Owners or Agent having liberty to provide Check Clerk at Vessel's expense.

Paragraph 2 (a) is **optional** and is to be deleted by the parties unless mutually agreed.

(a) Cash for Ship's ordinary disbursements at Port of Loading if required by the Captain, not exceeding one-third of the Freight, to be advanced by Shippers at one per cent (to cover Interest and Commission) plus cost of Insurance.

(c) Consignees to pay Freight on account during delivery if required by the Captain.

(b) The total Freight (less advance at Port of Loading, if any) to be paid on unloading and right delivery of cargo in Cash at Port of Discharge at current rate of exchange on the final day of discharge for approved Sight Bills on London.

3.—The Vessel to be free, both at Ports of Loading and Discharge, of any Address Commission, Freight Encashment Commission or Lastage Money, notwithstanding any local custom. If contrary to this clause any Address Commission or Lastage Money is imposed, the Receivers of the cargo must refund the amount to the Vessel

4.—Charterers to pay all Dues and Duties on the cargo at Port of Loading, also to bear cost of separation of different parcels, levelling and, in the Tyne District, extra trimming (if any), not arising from the character or construction of Vessel. Receivers to pay all Dues and Duties on the cargo at Port of Discharge, also extra cost of discharging in consequence of separation of different parcels. Owners to pay trimming in loading (except as above), port dues, pilotage, towage, and other charges appertaining to Vessel.

To apply to Tyne District.

5.—The cargo to be loaded in running hours (noon Saturday to 6 a.m. Monday, Pay Saturdays, Cavilling Days, Colliery and Dock Holidays, and until 6 a.m. on the day following such holidays excepted, unless used). Time to count from 6 a.m. (on a working day) after the receipt of written notice of readiness to receive the entire cargo given to the Staithman or Colliery Agent or handed in to his office.

Where actual date is inserted on signing Charter, the words in italics to be deleted.

The loading date to be not *before* 6 a.m. on the , but clear days' written notice of definite loading date (of 6 a.m.) to be given by Owners. If the Vessel be not ready within 48 hours after the loading date, 24 hours extra loading time to be allowed, and if she should not be ready until after the 48 hours, then 6 hours over and above the 24 hours to be allowed for each 24 hours of unreadiness, such total extra time not to exceed hours.

To apply to Humber and Scottish ports.

5a.—The cargo to be loaded in running hours (noon Saturday to 6 a.m. Monday, Colliery and Dock Holidays, and until 6 a.m. on the day following such holidays excepted, unless used). Time to count when written notice of readiness in dock to receive the entire cargo is given to the Shippers or their Agents at Port of Loading or handed in to their office between the hours of 9 a.m. and 5 p.m. or 9 a.m. and 1 p.m. on Saturday.

Where actual date is inserted on signing Charter, the words in italics to be deleted.

The loading date to be not *before* 9 a.m. on the , but clear days' written notice of definite loading date (of 9 a.m.) to be given by Owners. If the Vessel be not ready within 48 hours after the loading date, 24 hours extra loading time to be allowed, and if she should not be ready until after the 48 hours, then 6 hours over and above the 24 hours to be allowed for each 24 hours of unreadiness, such total extra time not to exceed hours.

6.—But if prevented from entering port, harbour or docks, or from arriving at or off loading place, by reason of congestion of shipping or shore traffic, not due to strikes or any other causes excepted in Clause 9, Vessel to be regarded as if ready in berth at first high water on or after arrival at or off the port, or so near thereto as she may be permitted to approach, and thereupon notice of such readiness to be given and time to count as provided in Clause 5a or 5b, but during such prevention time only to be reckoned as half time, and actual time occupied in moving from the place of stoppage to place of loading not to count, for lay-time or demurrage.

7.—A Sailing Telegram to be sent or communicated to the Shippers' or Charterers' Agents at Port of Loading when the Vessel leaves her last port, or if bound to or at a local port to discharge, 24 hours written notice to be given of when Vessel is expected to be clear of cargo, or in default 24 hours more to be allowed for loading.

Clauses 8 and 9 to apply to all British loading ports.

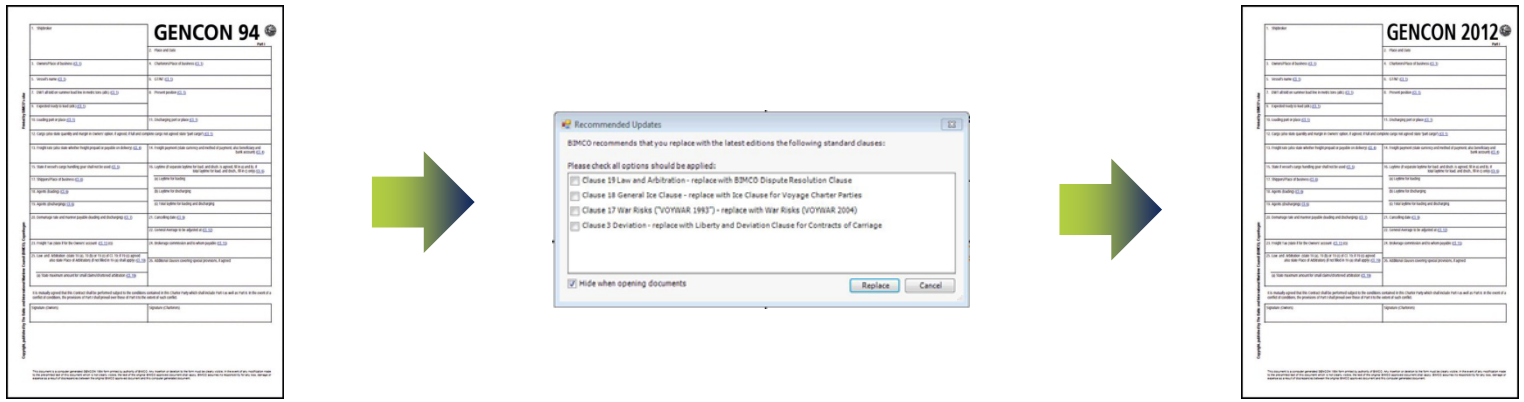
8.—Any time occupied in the shipment of Bunker Fuel not to count (unless used for loading the cargo and bunkering operations not interfering), nor time used in shifting for the purpose of bunkering, in the event of the Vessel shifting for bunkering, and not returning to her loading berth before noon on Saturday, the loading hours not to be resumed until 6 a.m. on the following Monday, unless the loading is continued. Should any of the cargo be shipped during the above excepted periods, only the time actually occupied in shipping cargo to be reckoned in computing the Vessel's time for loading.

IDEA 2
GENCON
GUARDCON
SALEFORM 2012
MEMORANDUM OF AGREEMENT FOR SALE AND PURCHASE OF SHIPS with Explanatory Notes
BIMCO DOCUMENTS
SHIPMAN 2009
STANDARD SHIP MANAGEMENT AGREEMENT with Explanatory Notes
SUPPLYTIME 2005

- Shared Documents

- Smart Documents

- Recommended Clause Replacement



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The Documentary Work of BIMCO

Conclusion