

National Taiwan Ocean University
Department of Shipping & Transportation Management
Undergraduate Program

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Course #B7302111
Tramp Shipping Management

Chapter 16 Time Charter Party – Dry Bulk

一、簡介論時傭船契約 (Time Charter Parties)

- a. 可分①航次論時傭船(Time Charter trip, trip time charters)或②期間論時傭船(Period time charters)。
- b. 船東提供配備船員的船舶予租船人在約定的期間內按照約定的用途使用營運。
- c. 租船人得使用全部貨艙+油料(燃料油與柴油)艙間
- d. 船東負責管理船舶 (僱用船長與船員)
- e. 船長 (船東受僱人): 受船東指揮—關於船舶管理維修事項。
受租船人指揮—關於船舶營運事項。

Master's dual-agency problem in Time charters –

- f. 載貨證券的簽發：

- ①船長、②船東，③經前二者授權之代理行

- g. 按時間計收租金 (hirage = days × daily hire rate)

租金預付(每 15 天一次)

離租(Off hire)：有因為船舶或船東的因素造成租船人無法依照約定的用途使用或營運船舶的時段，租船人針對這些時段不付租金。

- h. 固定成本與佣金費用：船東

除佣金費用以外的變動 (航次) 成本：租船人

- i. 船東的交船期與租船人的合約取消日 Lay days and canceling date

E.g. NYPE '93: 16. Delivery/Cancelling If required by the Charterers, time shall not commence before And should the Vessel not be ready for delivery on or before But not later than hours, the Charterers shall have the option of canceling this Charter Party.

- j. 租船人按約定之方法，使用船舶用於運輸約定的合法的貨物，在約定航行區域內的安全港口或者地點之間從事約定的海上運輸：船舶用油規格，禁航區域條款，禁運貨物條款...。(以上項目對租船人在營運與使用船舶造成限制)

- k. 船舶轉租 Sublet：租船人有權將船舶以全部或部份租期轉租(sublet, relet 轉租出、再出租)他人

E.g. NYPE '93: 18. Sublet Unless otherwise agreed, the Charterers shall have the liberty to sublet the Vessel for all or any

part of the time covered by this Charter Party, but the Charterers remain responsible for the fulfillment of this Charter Party.

l. 留置權 Lien

E.g. NYPE '93: 23. **Liens** *The Owners shall have a lien upon all cargoes and all sub-freights and/or sub-hire for any amounts due under this Charter Party, including general average contributions, and the Charterers shall have a lien on the Vessel for all monies paid in advance and not earned, and any overpaid hire or excess deposit to be returned at once ...*

m. 租船人逾期未還船或提早還船 Charterers' overlap or underlap

二、Examples of some time charter party forms

- a. NEW YORK PRODUCE EXCHANGE (NYPE 1913 adapted 21/31/46) : the market standard
- b. NYPE '93: another revision in conjunction with the General council of British Shipping - for long period charter.
- c. ASBATIME (1981): an adaption by the Association of Shipping Brokers and Agents (USA) Inc.
- d. BALTIME 1909: amended 1920/39/50, but has lost ground to NYPE.
- e. BOXTIME: BIMCO form for the container trade.

三、MAIN TERMS IN A TIME CHARTER

論時傭船的主要條款：

(借助這些內容了解船東收取那些項目的收入與各項目收款的時機點)

1. CHARTERERS

—A/C GREAT OCEANUS NAVIGATION CORP., MONROVIA

A/C : ACCOUNT, ACCT

2. DESCRIPTION OF THE VESSEL : The contract is fixed onto a particularly named vessel, no substitute shall be allowed.

— VESSEL :

MV 'FAR EASTERN CAVALIER'

PANAMANIAN FLAG, BUILT 2014

82,096.9MT DWT ON 14.45M SSW

GT/NT 44,543/26,987

LOA 229/BM 32.26 M

7 HO/HA, 3,489,046 CUFT GRAIN

13KN ON 28MT (BALLAST) AND

12KN ON 29MT (LADEN) LSFO (380CST) + 0.1MT LSMGO

IN PORT 4 MT LSFO PLUS 0.1 MT LSMGO

ALL ABOUT

➔(請參閱本章講義 P.7~8 的補充說明)

船東的保證(OWNERS WARRANTIES)事項:

(1) DEADWEIGHT AND DRAFT

(2) SPEED AND CONSUMPTION

(3) FLAG & NATIONALITY

(4) VESSEL'S SEAWORTHINESS 船舶的適航能力

(5) VESSEL'S CLASSIFICATION 船舶的船級

(6) VESSEL'S POSITION AT THE TIME SHE IS FIXED 船舶在訂約時的位置 (按美國法律，此項資訊為 WARRANTIES 的一項; 按英國法律，此項資訊卻為 CONDITIONS 的一項)

3. LAYDAYS AND CANCELLING DATE

—LAYCAN : JAN. 1—15, 2025

4. PLACE OF DELIVERY

—*DEL : DLOSP KAOHSIUNG, ATDNSHINC*

DLOSP : DROPPING LAST OUTWARD SEA PILOT

ATDNSHINC : ALL TIME DAY AND NIGHT SUNDAY HOLIDAY INCLUDED

**In order for the vessel to be on-hired and the time charter to be effected, delivery of the vessel has to be made within the laydays and cancelling date at the place of delivery.

APS : ARRIVAL AT PILOT STATION OF XXXX (a charterer's designated port), e.g.

—*DEL : APS 1 SAFE PORT NEW SOUTH WALES, AUSTRALIA, INTENTION IS NEWCASTLE*

BALLAST BONUS, BB

5. PLACE OF REDELIVERY

—*REDEL : WWD*

—*REDEL : SINGAPORE TO JAPAN RANGE*

—*REDEL : DLOSP YOKOHAMA*

WWD : WORLDWIDE

6. PERIOD

—*PERIOD : 11 — 13 MONTHS MINUS OR PLUS 15 DAYS IN CHOPT*

7. HIRE RATE

—*HIRE : USD15,000. — PER DAY INCLUDING CREW OVERTIME, PAYABLE EVERY 15 DAYS IN ADVANCE*

8. TRADING EXCLUSION : 起碼必須包含保險合約所規定的除外區域。

—*TRADING ALWAYS VIA SAFE PORT, SAFE BERTH, SAFE ANCHORAGE (SPSBSA), ALWAYS AFLOAT, ALWAYS ACCESSIBLE (AAAA), ALWAYS WITHIN INSTITUTE WARRANTY LIMITS (IWL), EXCLUDING : Iran, Iraq, Oman, Djibouti, Eritrea, Israel, Cyprus, Lebanon, North Korea, Nigeria, Somalia, Yemen, war and war like (whether war declared or not) countries/areas and countries/areas under official United Nations sanction/embargo. Haiti allowed but all costs/expenses related to stowaways to be for Charterers account/time and responsibility. The orders of Vessel's underwriters are always to be followed.*

CHARTERERS' GUARANTEE OF TRADING THE VESSEL TO SAFE PORTS, SAFE

BERTHS, SAFE ANCHORAGES.

9. CARGO EXCLUSION：起碼必須包含船體保險合約與責任險合約的規定，並應符合 IMDG Code (國際危險貨物規則

<http://www.mantraco.com.tw/OCEAN%20DGR/D260526.htm>)。

—CARGO EXCLUSION：ARMS，EXPLOSIVES，
AMMUNITION，NUCLEAR
MATERIAL，.....

10. HOLD CLEANING

—ILOHC：USD4,500.— AFTER GRAIN
USD6,500.— AFTER PETCOKE
USD5,000.—AFTER OTHERS

ILOHC：IN LIEU OF HOLD CLEANING

11. CABLE AND ENTERTAINMENT EXPENSES

—CABLE N ENTERTAINMENT：USD1,500 PER MONTH OR PRO
RATA FOR PART OF A MONTH

12. BUNKER CLAUSE

—BUNKERS：BUNKERS ON DELIVERY (BOD) TO B AS ON BOARD, LSFO ABT 900
MT AND LSMGO ABT 60MT.
THE VALUE OF BOD TO B PAID BY CHARTERERS TOGETHER
WITH THE IST HIRE PAYMENT.
BUNKERS ON REDEL (BOR) TO B ABT SAME QTTY AS ON DEL.
CHARTERERS ARE ENTITLED TO DEDUCT THE VALUE OF BOR
FROM LAST SUFFICIENT HIRE.
BUNKER PRICES ARE US\$550 PER METRIC TON FOR LSFO, AND
US\$750 PER METRIC TON FOR LSMGO

論時租船的 Bunker Clause

- 1). 交船時，租船人須給付船東船上存油的價值，即向船東購買了船上的存油。
- 2). 還船時，租船人可自租金的付款中扣除還船時船上存油的價值，即將船上存油賣給船東。
- 3). 在租期當中，船上的油料（燃料油與船用柴油）是屬於租船人的財產。
- 4). 此一條款規範了交/還船時，船上應有的油料數量。

13. COMMISSIONS AND ADDRESS COMMISSION

—*COMM : 2.5PCT OF ADDCOMM TO CHARTERERS OR THEIR NOMINEES ,
1.25PCT OF COMM TO JASON CHARTERING INC. AND 1.25PCT OF
COMM TO LEXINGTON BROKING CORP.*

*Calculation of commissions, address commission, Charterers' net hire payment and Owners' net hire income.

14. CHARTER PARTY

—*OTHERS AS PER CHARTERERS PROFORMA C/P WITH LOGICAL AMENDMENT*

15. SUBJECT CLAUSE

—*SUB TO CHARTERERS BOARD APPROVAL FOR RECONFIRMATION WITHIN 2
WORKING DAYS AMTF*

AMTF: AFTER MAIN TERMS FIXED

主要條款的補充說明：

論時傭船中之船舶規格簡述

2. DESCRIPTION OF THE VESSEL

— VESSEL :

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ALL ABT

MV : motor vessel, 內燃機船，(通常是指使用內燃機的)摩托船

MT : metric ton(s), 公噸

DWT : deadweight, 載重噸(位)，(船的)最大載重量

Draft : 船的吃水(船舶的水呎)，吃水就是船浸在水裡的深度，貨裝的越多吃水越深，滿載吃水即是船舶裝載至其載重噸位時的吃水。

SSW : summer salt water 夏季海水區域

GT : gross tonnage 總噸位，根據船舶噸位丈量公約或規範的有關規定，丈量確定的船舶所有圍蔽處所的總容積，並按一定的公式可算出船舶的總噸位。總噸位是總計船舶噸位，表示船舶大小、區別船舶等級，是計算船舶費用(登記費、過運河費等)及處理海事的依據。總噸位的計算係以船舶圍蔽部份減去免丈部份之總容積 V ，以立方公尺計之，乘以係數 K 所得船舶大小之數字。(依 1969 年國際船舶噸位丈量公約， $GT = KV$ ， $K = 0.2 + 0.02 \log_{10} V$)。

NT : net tonnage 淨噸位，淨噸位是一艘船所有裝貨物的體積的總和。根據船舶噸位丈量規範的有關規定，丈量確定的船舶各載貨處所的總容積，並按一定的公式可算出船舶的淨噸位，也就是用於營運的有效容積，一些專用於壓載的水艙及船員生活艙室等無收入營利的空間並不計入淨噸位。淨噸位是計算船舶繳交港口費、領航費、燈塔費、停泊費、過運河費等各項費用的依據。

LOA : length of overall 船舶全長

BM : beam 船寬

HO : hold(s) 船舶貨艙

HA : hatch(es) 船舶貨艙艙口(蓋)

CUFT : cubic feet 立方英尺

Grain capacity 散裝容積

Bale capacity 袋裝容積

KN : knot 節, 船舶每一小時航行一海浬的速度稱為 1 節

Ballast : 空放航行

Laden : 滿載航行

IFO: Intermediate fuel oil 船用中級燃料油(含硫量在 max. 3.5%)

LSFO: low sulphur fuel oil 船用低硫燃料油(含硫量在 max. 0.5%)

MDO 或 **MGO**: Marine diesel oil/ Marine gasoil 船用柴油(含硫量在 max. 3.5%)

LSMGO: low sulphur marine gasoil 船用低硫柴油(含硫量在 max. 0.5%)

ABT: about, 大約

該輪每日耗油狀況:

空放航行時 平均每小時速度 13 節,每日耗油 28 公噸 LSFO

滿載航行時 平均每小時速度 12 節,每日耗油 29 公噸 LSFO

航行時 每日消耗 0.1 公噸 LSMGO

在港口時 每日耗油 4 公噸 LSFO 加上 0.1 公噸 LSMGO