

III. Time Charter Parties: main Terms, Clauses, and Forms.

MAIN TERMS IN A TIME CHARTER

論時僱船的主要條款：

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

14KN ON 32MT (BALLAST) AND

13.5KN ON 32MT (LADEN) IFO (380CST) + 0.1MT MGO

IN PORT 4 MT IFO PLUS 0.1 MT MGO

ALL ABOUT

→ (請參閱 [Vessel description 說明.pdf](#) at

https://dstm.ntou.edu.tw/var/file/71/1071/attach/79/pta_14823_1777357_65794.pdf

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 : NOV. 1—10, 2023*

LAYDAYS AND CANCELLING DATE

- 1). 在論時租船與空船租賃中，稱“交船期與合約取消日”；
- 2). 在論程租船合約中稱“裝船期與合約取消日”
- 3) 為一段期間，第一天為最早的交（裝）船日(如未特別規定，則自 00:01 起)，最後一天即為合約取消日(如未特別規定，則至 23:59 為止)。
- 4). 取消合約的權力在租方，而非船方。
- 5). 船東有絕對的責任必須交船給租船人，即使他知道船舶趕不上合約取消日的期限，他仍然必須促使船舶儘快派抵交（裝）船地點。
- 6). 租船人可在船舶抵達指定的交（裝）船地點後，才表態取消合約與否，船東無權逼迫租船人提前表態。
- 7). 租船人最大的權力，僅在於取消合約，無權要求因船舶延誤抵達而造成的損害賠償。

4. PLACE OF DELIVERY

—*DEL : DLOSP KAOHSIUNG, ATDNSHINC*

ATDNSHINC : ALL TIME DAY AND NIGHT SUNDAY HOLIDAY INCLUDED

Please also refer to supplementary material at page 25~26. ([On-hire Survey](#) 等)

5. PLACE OF REDELIVERY

—*REDEL : WWD*

—*REDEL : SINGAPORE TO JAPAN RANGE*

—*REDEL : DLOSP YOKOHAMA*

WWD : WORLDWIDE

Please also refer to supplementary material at page 25~26. ([On-hire Survey](#) 等)

6. PERIOD

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

Please also refer to supplementary material at page 26~28.

7. HIRE RATE

—*HIRE : USD32,500. — PER DAY INCLUDING CREW OVERTIME*

Please also refer to supplementary materials for Grace Period Clause, Withdrawal of the vessel and off hire clauses at page 29~31.

8. TRADING EXCLUSION

—*TRADING EXCLUSION : PRC , CUBA , NORTH KOREA ,*

VIETNAM , SOMALIA ,

9. CARGO EXCLUSION

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

10. HOLD CLEANING

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

ILOHC : IN LIEU OF HOLD CLEANING

11. CABLE AND ENTERTAINMENT EXPENSES

*— CABLE N ENTERTAINMENT : USD1,200 PER MONTH OR PRO
RATA FOR PART OF A MONTH*

12. BUNKER CLAUSE

*— BUNKERS : BUNKERS ON DEL TO B AS ON BOARD, IFO ABT
900 MT AND MDO ABT 60MT.
BUNKERS ON REDEL TO B ABT SAME QTTY AS
ON DEL.
THE VALUE OF BOD TO B PAID BY
CHARTERERS TOGETHER WITH THE IST HIRE
PAYMENT.*

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.*

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*
– *SUB C/P DETAILS*

AMTF : AFTER MAIN TERMS FIXED

※Place of Delivery

On-hire Survey
Delivery Certificate

※Place of Redelivery

Off-hire Survey
Redelivery Certificate

交/還船地點 (Delivery/Redelivery Place)

1. 船東必須在 LAYDAYS AND CANCELLING DATE 之內將船舶交到 Place of Delivery，才能起租，即開始計時收取租金；租船人必須在租期(PERIOD)屆滿的寬限期(Margin, Allowance period)內，將船的營運終結在指定的還船地點 Place of Redelivery，將船舶交還給船東，始得解租，解除支付租金的義務。
2. 絕不訂在碼頭交/還船
3. (市場好) 可訂在船舶離開交船前的最後一個港口之時，交船給租船人，即船東所安排的最後一趟任務的最後一個港口，卸完貨離開該港口時交船，DLOSP Zhangjiagang (Dropping last outward sea pilot Zhangjiagang)。
4. (市場不好) 可訂在抵達租船人所欲裝貨的港口時，交船給租船人，APS (Arrival at Pilot Station of) 1SP (1 safe port) New South Wales, Australia, intention is Newcastle。
在此情形下，船東與租船人雙方須加訂一筆“空放津貼”(或稱“空放獎金”，Ballast Bonus, BB) 以作為補貼船東將船開抵租船人所欲裝貨的港口才起租所生的空放航行成本與費用。
船東在核計 Ballast Bonus 時，應考量空放航程 (由交船前的最後一個港口開往交船港口的航程，如交船前船東所安排的任務，最後一個卸貨港口是中國的“張家港”，而租船人要求在澳洲的 Newcastle 交船，則自張家港開往 Newcastle 的航程，就是空放航程)：

- ① 所需時間及這段時間應賺得的租金收入
 - ② 所耗的油料費用
5. (市場特好) 船已離交船前最後的卸貨港，才訂妥合約，船東要求回溯至船舶離開交船前之最後卸貨港的時間點，作為交船時間與地點。Retro to the Vessel's DLOSP Zhangjiagang at 1235Hours Nov. 10, 2006 GMT (Greenwich Mean Time)，此時就沒有 Laydays and cancelling date 條款，而是將交船時間與交船地點一起寫在一項或一個條款中 (Delivery time and place: retro...)
6. 航行通過某一點時，做為交船或還船地點：Passing Cape Passero Westbound：因此到時候就以船長報告中，當船舶西向航行通過義大利西西里島的 Passero 角時交/還船。
7. 還船地點則以訂立
- ① (多在單趟論時傭船時) 指定某一港口卸完貨離港時還船，DLOSP 1SP Taichung
 - ② 指定在某一區域內的其中某一港口卸完貨物離港時還船，Redelivery Place: DLOSP 1SP Japan to Singapore Range
 - ③ 全球某一港口卸完貨物離港時還船，Redelivery Place: DLOSP 1SP Worldwide
8. 交還船的條款中或交還船條款下一條款，通常會訂有交還船時 (或之前) 所應做的交/還船檢驗 (Delivery Survey and Redelivery Survey) 的條款，明訂由船東 (通常負責交船檢驗) 或租船人 (通常負責還船檢驗) 負責指定檢驗公司，並提出驗船費用的報價予對方核可後，請檢驗公司的驗船師 (Surveyor) 去作交船或還船的檢驗，而驗船費用由雙方分攤，所佔用時間的分攤法則按交還船地點的不同而有不同分攤法。船東與租船人則按照驗船師所做的交船(或還船) 檢驗證書(Delivery Certificate/Redelivery Certificate)上所記載的油量數字結算油量的差額。

※論時租船中之“租期 (period)”

1. 可按租期條款與每日租金條款推算出船東訂定這一個論時租船契約的最低保證收入；

- (1). 單趟 (單航次) 論時傭船：One Time Charter trip about 35~40 days from delivery upon DLOSP Zhangjiagang, loading via Newcastle, New South Wales, Australia, and redelivery upon DLOSP 1SP Taichung，以由張家港啟航起交船，經澳洲 Newcastle 裝貨前往台中卸貨的一趟航程，約 35~40 天，作為論時租傭船時間
- (2). 連續 2 或 3 航次論時傭船：a Time charter of 2 (或 3) consecutive voyages about 60~70 days.
- (3). about 4 up to about 6 months,
- (4). minimum 4 months up to maximum 6 months,
- (5). minimum 4 months up to about 6 months,
- (6). about 12 months, about 1 calendar year
- (7). about 12 months, charterers option to extend another about 6 months,
- (8). “about” means plus or minus ~ (如 15) days in charterers option,
- (9). 12 months or 365 consecutive days,

(10). No insertion of “without guarantee” after the period entered in this clause!

(11). Hire calculation :

Clause 71

Time on delivery /redelivery to be based on local time but hire calculation to be based on G.M.T.

2. Legitimacy of the last voyage, 租船人使用最後一趟的合法性：

Overlap (Overhire)租船人逾期未還船 &

Underlap (Underhire)租船人提早還船

- 倘租船人使用最後一趟所將耗用的時間，按正常情形判斷，並不合理，船東與船長可拒絕租船人所派遣的最後一趟任務，並逕自撤回船舶。
- 倘租船人使用最後一趟所將耗用的時間，按正常情形判斷，係屬合理的，則租船人可派遣所預訂的最後一航次，倘因而造成逾期還船，針對逾期的時間，租船人應以當時市場租金水準來給付(理論上是以合約租金水準與當時市場租金水準兩者中較高的水準來給付，但會發生逾期未還通常是發生在市場租金水準較合約之租金水準高時，才導致租船人使用船舶超出租期期限)。

Note: 租船人 overlap(逾期未還)的情形發生，多半是因為市場上漲所造成的；因為市場上漲，有租船人 overlap 的情形發生，船東可要求租船人針對 overlap 的時間按市場價位給付租金。

- Latest case: *The Achilleas or Transfield Shipping Inc v Mercator Shipping Inc* [2008] UKHL 48, http://en.wikipedia.org/wiki/Transfield_Shipping_Inc_v_Mercator_Shipping_Inc, <http://www.bailii.org/uk/cases/UKHL/2008/48.html>

- 倘租船人欲提早還船，倘該項提早還船係屬合理性質(如合約所訂租期為 period: 12 months,而租船人在滿 11 個月又 20 天時欲還船，因剩餘 10 天，在當時船舶所在區域已無法覓得一項如此短期的運務)，則租船人提早還船，並不須負擔任何懲罰。
- 倘該項提早還船係屬不合理性質(承前例，租船人欲在滿 11 個月時還船，但所剩 30 天，仍足以讓船舶在當時所在的區域如台灣，覓得一台灣經印尼裝貨前往日本卸貨約 20 天期的運務)，則租船人應按合約租金水準付至租期屆滿。(法理上是如此。因為通常都是市場下跌，造成租船人虧損而想提早還船，在實務上，倘租船人提早還船後，船東儘其所能亦無法尋得其他租傭船業務來銜接，而造成船舶停航，因而租船人須按合約租金水準付至租期期滿；如果船東可覓得其他租傭船業務來銜接，並填補租船人提早還船的時間，則租船人僅須彌補船東所覓運務的租金水準與合約租金水準間的差額至原租期期滿為止即可)。

Note: 租船人 underlap(提早還船)的情形，多半是因為市場下跌所致的；因為市場下跌，有租船人 underlap 的情形發生，船東可要求租船人按合約價位補滿租期。

- Latest case: “*AQUAFAITH*” (*Isabella Shipowner SA v Shangang Shipping Co. Ltd.* [2012] EWHC 1077) <http://www.waltonsandmorse.com/aquafaith-a-reminder-that-there-is-still-life-in-the->

[repudiated-charter-yet/](#)

SENATORE SHIPPING COMPANY LIMITED vs. BP SHIPPING LIMITED Time Charter Party:

<http://contracts.onecle.com/scorpio-tankers/bp-charter-2007-07-20.shtml>

(the Charter has a cancellation period of 30 days in *Part I, C*)

租期之-

默示預留邊界(Implied margin) : e.g. (9)

無明示或默示預留邊界(No Express or Implied margin): e.g. (4)

租期有明示界限(Express margin) : e.g. 10 months 15 days more or less in charterers' option

其他條款：**1. Hire payment and withdrawal of the vessel 租船人給付租金的義務
與船東的撤船權**

58 5. Payment of said hire to be made by telegraphic transfer to - See Clause 41 - in New York in cash in United States Currency, every 15
days semi-monthly in advance, and for the last 15 days half-month or
59 part of same the approximate amount of hire, and should same not cover the actual time, hire is to be paid for the balance day by day, as it becomes
60 due, if so required by Owners, unless bank guarantee or deposit is made by the Charterers, otherwise failing the punctual and regular payment of the
61 hire, or bank guarantee, or on any breach of this Charter Party, the Owners shall be at liberty to withdraw the vessel from the service of the Char-
62 terers giving 3 banking days notice, without prejudice to any claim they (the Owners) may otherwise have on the Charterers. However, if Charterers
have rectified payment within such 72 hours then Owners cannot withdraw the vessel. Time to count from 7 a.m. on the working day
63 following that on which written notice of readiness has been given to Charterers or their Agents before 4 p.m., but if required by Charterers, they
64 to have the privilege of using vessel at once, such time used to count as hire.

**Grace Period Clause 放寬期限條款(also Technicality Clause): Line 60
~62, or as per Line 159 ~ 166 of NYPE 1993**(b) Grace Period 159

Where there is failure to make punctual and regular payment of hire due to oversight, negligence, errors 160
or omissions on the part of the Charterers or their bankers, the Charterers shall be given by the Owners 161
clear banking days (as recognized at the agreed place of payment) written notice to rectify the 162
failure, and when so rectified within those days following the Owners' notice, the payment shall 163
stand as regular and punctual. 164

Failure by the Charterers to pay the hire within days of their receiving the Owners' notice as 165
provided herein, shall entitle the Owners to withdraw as set forth in Sub-clause 11 (a) above. 166

2. Sublet of the vessel 轉租船舶18. Sublet 237

Unless otherwise agreed, the Charterers shall have the liberty to sublet the Vessel for all or any part of 238
the time covered by this Charter Party, but the Charterers remain responsible for the fulfillment of this 239
Charter Party. 240

3. Lien 留置權

110 18. That the Owners shall have a lien upon all cargoes, and all sub-freights for any amounts due under this Charter, including General Aver-
111 age contributions, and the Charterers to have a lien on the Ship for all monies paid in advance and not earned, and any overpaid hire or excess
112 deposit to be returned at once. Charterers will not suffer, nor permit to be continued, any lien or encumbrance incurred by them or their agents, which
113 might have priority over the title and interest of the owners in the vessel.

船舶所有人得因根據本項論時租船契約所應得之任何款項，包括共同海損分攤額，對所有貨物及租船人因轉租船舶而可獲得的所有轉租運費行使留置權；租船人得因所有預付給船舶所有人但船舶所有人未賺得的款項，以及任何溢付的租金，或本應立即退還給租船人的多餘保證金，對船舶行使留置權。租船人不應容許由其本身或其代理人引起任何可能對船舶所有人在船舶中之物權和利益具有優先權或擔保物權的留置權，也不允許任何此種由租船人或其代理人所引起可能對船舶所有人在船舶中物權和利益具有優先權或擔保物權的留置權持續存在下去。

http://blog.sina.com.cn/s/blog_4dae264e010149b4.html

4. Off-hire

97 15. That in the event of the loss of time from deficiency *and/or default (including strike and/or sabotage) of vessel's Officers/crew or*
 98 *deficiency* of men or stores, fire, breakdown or damages to hull, machinery or equipment,
 99 grounding, detention by average accidents to ship or cargo, drydocking for the purpose of examination or painting bottom, or by any other cause
 100 *whatsoever* preventing the full working of the vessel, the payment of hire shall cease for the time thereby lost; and if upon the voyage the speed be reduced by
 101 defect in or breakdown of any part of her hull, machinery or equipment, the time so lost, and the cost of any extra fuel consumed in consequence
 thereof, and all extra expenses shall be deducted from the hire. *Bunkers consumed during period vessel is off-hire shall be calculated at the*
same price as on delivery.

- (1) Deficiency of men or stores, 船上人員或備用品不足
- (2) Fire, breakdown or damages to hull, machinery or equipment, 船體機器或船上設備火災故障或損壞
- (3) Grounding, 船舶擱淺
- (4) Detention by average accidents to ship or cargo, 船舶或貨物發生了意外造成海損 (海上運輸中, 由於自然災害或意外事故引起船舶或貨物發生任何損失, 如船舶因觸礁、擱淺、碰撞、沉沒、火災、風災、爆炸等造成船舶或貨物的物質損失及費用損失, 均屬海損)
- (5) Drydocking for the purpose of examination or painting bottom, 為檢查船底或進行船底油漆而進塢
- (6) Any other cause 任何其他原因
- (1)~(6)→Preventing the full working of the vessel 上述因素要確實妨礙了租船人所要求的船舶運作
- (7) Upon the voyage, the time lost because of the vessel's speed is reduced by defect in or breakdown of any part of the vessel's hull, machinery or equipment 在租期內的航程中, 因(船體船舶機器或船上設備的缺失或故障造成)船舶航速降低, 而損失的時間

Charterers are entitled to claim off-hire as well as bunker consumed during the off-hire period. 以上因素造成租船人對船舶離租, 針對離租的時段, 租船人不但不付租金, 也會索賠該時段所耗用的燃料。

Clause 42

Should the vessel put back whilst on voyage by reason of an accident or a breakdown, or in the event of loss of time, either in port or at sea or deviation upon the course of the voyage caused by sickness or accident to the crew or any other person on board the vessel (other than supercargo travelling by request of the Charterers) or by reason of refusal of the Master or crew to perform their duties, the hire shall be suspended from the time of the inefficiency until vessel is again efficient in the same position and voyage resumed therefrom, and all expenses incurred, including bunkers consumed during the period of suspended hire, shall be for Owners' account.

Clause 43

Should the vessel be seized or detained or arrested by any authority or by legal process, Charter hire payment shall cease during the currency of the Charter from the time of her seizure or detention or arrest until the time of her release and any consequential time and expenses directly resulting from same which the Charterers may incur are to be Owners' account unless such seizure or detention or arrest is occasioned by any personal act or omission or default of the Charterers or their Agents.

During the period of this Charter, should the vessel be requisitioned by the Government of the vessel's nationality, hire to cease from the time of her requisition.

Any hire paid in advance and not earned and cost of bunkers remaining on board at the time of her requisition shall be refunded to Charterers.

If the period of requisition exceeds one month, the Charterers to have the option of cancelling this Charter.

另外

- (8) Loss of time or deviation upon the course of the voyage due to sickness or accident to the crew or any other person on board the vessel (other than supercargo travelling by request of the charterers).

因船上人員(非租船人派遣之人員)疾病或意外造成船舶有時間上的損失或偏航

- (9) The vessel is seized or detained or arrested by any authority or by legal process, unless the seizure or detention or arrest is caused by Charterers or their agent.

船舶被逮捕或拘留(非租船人或其代理人所造成)

- (10) The vessel is requisitioned by the Government of the vessel's flag state. 船舶被船籍國徵用

The period of requisition > X months, or days, or years, Charterers' right to cancel this charter. 如果徵用期超過合約所訂之若干時間租船人有權取消合約

Requisition 徵用(被剝奪使用權)

Acquisition 徵收(被剝奪所有權)