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The Documentary Committee of The Japan Shipping Exchange, Inc.

CODE NAME
NIPPONVOY
1963

VOYAGE CHARTER PARTY

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20.....	
Owners.	IT IS THIS DAY MUTUALLY AGREED between.....	1
 Owners, Chartered Owners or Disponent Owners (in either case herein called Owners)	2
Vessel.	of the..... steamship or motor vessel	3
	of..... tons ^{gross} / _{net} register and..... tons deadweight or thereabouts,	4
Position.	classed....., now	5
	and presently expected ready to load under this Charter about.....	6
Charterers.	and	7
Where to load.	1. That the said vessel shall, with all convenient speed, proceed to	8
or so near thereto as she may safely get and lie always afloat,	9
Cargo.	and there load a full and complete cargo (including deck cargo if agreed) of	10
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Destination.	which Charterers bind themselves to ship, and being so loaded the vessel shall, with all convenient speed, proceed to	13
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	or so near thereto as she may safely get and lie always afloat, and there deliver the said cargo in the customary manner, as ordered.	16
Freight.	2. Freight to be payable as follows:	17
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	Full freight to be considered as earned upon completion of loading, vessel and/or cargo lost or not lost.	22
Cancelling Date.	3. Should the vessel not be ready to load (whether in berth or not) by noon of....., Charterers	23
	have the option of cancelling this Charter, such option to be declared, if demanded, at least 48 hours before the vessel's expected arrival at port of loading.	24

Notice of Readiness.	4. Notice of readiness at loading port(s) to be given to the Shippers, Messrs.....	25
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	and at discharging port(s) to the Consignees, Messrs.	27
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Commencement of Laydays.	5. Laydays not to commence before 8 a.m. on the Time to commence at 1 p.m. if notice of readiness to load is given at or before noon and at 8 a.m. next working day if notice given during office hours after noon. If loading be commenced earlier, time to count from actual commencement. Time to commence at 1 p.m. if notice of readiness to discharge is given at or before noon and at 8 a.m. next working day if notice given during office hours after noon. If discharge be commenced earlier, time to count from actual commencement. Notice of readiness to load or discharge to be given on any day except on Sundays, Holidays and Saturday afternoons.	29 30 31 32 33
Laydays.	6. Cargo to be loaded at the average rate of tons per weather working day of 24 consecutive hours, Sundays and Holidays excepted unless used,	34 35
	Cargo to be discharged at the average rate of tons per weather working day of 24 consecutive hours, Sundays and Holidays excepted unless used,	36 37
	Laydays for loading and discharging to be non-reversible.	38
	Time lost in waiting for berth, whether in or off port, to count as laydays, vessel being in free pratique and ready in every respect to load or discharge.	39 40
Demurrage, Despatch Money.	7. Demurrage to be paid to Owners at the rate of per day of 24 running hours or pro rata for any part thereof, payable day by day, for all time used in excess of laytime at loading or discharging port(s). Despatch Money to be paid to Charterers at the rate ofper day of 24 running hours or pro rata for any part thereof for laytime saved at loading or discharging port(s).	41 42 43
Days on Demurrage.	8.days of 24 running hours on demurrage for loading to be allowed Charterers at loading port(s). Should Charterers be unable to load within the above period, the vessel to have liberty to sail with the cargo then on board, Charterers paying the dead-freight and demurrage incurred.	44 45 46
Free In and Out.	9. Cargo to be loaded, stowed and/or trimmed and discharged by Charterers free of risk and expense to Owners. Charterers to have liberty of working all available batches, the vessel furnishing motive power, winches, gins and falls at all times and, if required, supplying light for night work on board, free of expense to Charterers. (Charterers to provide all mats and/or wood for dunnage and any separations required, Owners allowing the use of any dunnage wood on board if required.)	47 48 49 50 51
Overtime.	10. Overtime for loading and discharging to be for account of the party ordering the same. If overtime be ordered by Port Authorities or any other Governmental Agencies, Charterers to pay extra expenses incurred. Officers' and crew's overtime charges always to be paid by Owners.	52 53
Dues and Charges.	11. Dues and other charges levied against the cargo to be paid by Charterers, and dues and other charges levied against the vessel to be paid by Owners.	54 55
Owners' Responsibility and Exemption.	12. Owners shall, before and at the beginning of the voyage, exercise due diligence to make the vessel seaworthy and properly manned, equipped and supplied and to make the holds and all other parts of the vessel in which cargo is carried fit and safe for its reception, carriage and preservation. Owners shall properly and carefully handle, carry, keep and care for the cargo. Owners shall not be liable for loss of or damage to the cargo arising or resulting from unseaworthiness unless caused by want of due diligence on the part of Owners to make the vessel seaworthy, and to secure that the vessel is properly manned, equipped and supplied, and to make the holds and all other parts of the vessel in which cargo is carried fit and safe for its reception, carriage and preservation. Owners shall not be responsible for loss of or damage to the cargo arising or resulting from: act, neglect, or default of the master, mariner, pilot, or the servants of Owners in the navigation or in the management of the vessel; fire, unless caused by the actual fault or privity of Owners; perils, dangers and accidents of the sea or other navigable waters; act of God; act of war; act of public enemies; arrest or restraint of princes, rulers or people, or seizure under legal process; quarantine restrictions; act or omission of the Charterers or of the shippers or owners of the cargo, their agents or representatives; strikes or lock-outs or stoppage or restraint of labor from whatever cause, whether partial or general (provided, that nothing herein contained shall be construed to relieve Owners from responsibility for their own acts); riots and civil commotions; saving or attempting to save life or property at sea; wastage in bulk or weight or any other loss or damage arising from inherent defect, quality or vice of the cargo; insufficiency of packing; insufficiency or inadequacy of marks; latent defects not discoverable by due diligence; any other cause arising without the actual fault or privity of Owners, or without the fault of the agents or servants of Owners. Owners shall in no case be responsible for loss of or damage to deck cargo.	56 57 58 59 60 61 62 63 64 65 66 67 68 69 70
Stevedore Damage.	13. Charterers shall be responsible for proved loss of or damage (beyond ordinary wear and tear) to any part of the vessel caused by stevedores at both ends. Such loss or damage to be reported in writing by the Master to Charterers, their Agents or their stevedores before sailing if it is apparent at loading port(s), or immediately after discharge if it actually occurred but could not be ascertained at loading port(s), or within reasonable time after discharge if it occurred at discharging port(s).	71 72 73 74
Deviation.	14. The vessel has liberty to sail without pilots, to tow and to be towed and to assist vessels in all situations, to deviate for the purpose of saving life and/or property, and also to call at any port(s) in any order for any other reasonable purpose.	75 76
Bills of Lading.	15. The Captain to sign Bills of Lading at such rate of freight as presented without prejudice to this Charterparty, but should the freight by Bills of Lading amount to less than the total chartered freight, the difference to be paid to Owners in cash on signing Bills of Lading.	77 78
Sublet.	16. Charterers shall have the option of subletting whole or part of the vessel, they remaining responsible for due fulfilment of this Charter.	79

Agency.	17. At loading port(s) the vessel to be consigned to	80
	and at discharging port(s) to.....	81
General Average.	18. General Average to be settled according to the York Antwerp Rules 1994 in	82
Lien.	19. Owners shall have a lien on the cargo for all freight, dead-freight, demurrage, damages for detention and average. Charterers shall remain responsible for above items to such extent only as Owners have been unable to obtain payment thereof by exercising the lien on the cargo.	83
	20. Indemnity for non-performance of this Charter shall be proved damages.	84
Indemnity.		85
Strike Clause.	21. Neither Charterers nor Owners shall be responsible for the consequences of any strikes or lock-outs preventing or delaying the fulfilment of any obligations under this Charter.	86
	If there is a strike or lock-out affecting the loading of the cargo or any part of it at the time when the vessel is ready to proceed or during her voyage to the port(s) of loading, Captain or Owners may ask Charterers to declare that they agree to reckon the laydays as if there were no strike or lock-out. Unless Charterers have given such declaration within 24 hours after receipt of the request, Owners shall have the option of cancelling this Charter. If such strike or lock-out is going on at or occurs after the vessel's arrival at port(s) of loading, Charterers have the right either to keep the vessel waiting paying full demurrage or to cancel this Charter. Such cancellation to be declared within 24 hours after the vessel's arrival or 24 hours after the subsequent occurrence of such strike or lock-out. If part of the cargo has then already been loaded, Owners must proceed with same if requested by Charterers, (freight payable on loaded quantity only), having liberty to complete with other cargo on the way for their account.	87
	If there is a strike or lock-out affecting the discharge of the cargo at the time of the vessel's arrival at or off the port(s) of discharge, or occurring after the vessel's arrival, Charterers shall have the option of keeping the vessel waiting until such strike or lock-out is at an end against paying half demurrage for the time the vessel has been delayed, or of ordering the vessel to nearby safe port(s) where she can safely discharge her cargo without risk of being detained by strike or lock-out: such option to be declared within 36 hours after the arrival at or off the port(s) of discharge or the subsequent occurrence of the strike or lock-out. On delivery of the cargo at such port(s), all conditions of this Charterparty and of the Bill of Lading shall apply and the vessel shall receive the same freight as if she had discharged at the original port(s) of destination, except that if the additional sailing distance exceeds 100 nautical miles, the freight on the cargo delivered at the substituted port(s) to be increased in proportion.	88
	22. <i>War Clause, Ice Clause and Both-to-Blame Collision Clause as below.</i>	89
War-, Ice-, and Both-to-Blame Collision Clauses.		90
Brokerage.	23. A commission of.....per cent of amount of freight and dead-freight is due by Owners on shipment of cargo to.....	91
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Arbitration.	24. Any dispute arising from this Charter shall be referred to arbitration held in Tokyo by the Japan Shipping Exchange, Inc., in accordance with the provisions of the Maritime Arbitration Rules of the Shipping Exchange, Inc., and the award given by the arbitrators shall be final and binding on both parties.	93
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War Clause.	If the nation under whose flag the vessel sails should be engaged in war and the safe navigation of the vessel should thereby be endangered either party to have the option of cancelling this Charter, and if so cancelled, cargo already shipped shall be discharged either at the port(s) of loading or at the nearest safe place at the risk and expense of Charterers.	95
	If owing to outbreak of hostilities the cargo loaded or to be loaded under this Charter or part of them become contraband of war whether absolute or conditional or liable to confiscation or detention according to international law or the proclamation of any of the belligerent powers each party to have the option of cancelling this Charter as far as such cargo is concerned, and contraband cargo already loaded to be then discharged either at the port(s) of loading or at the nearest safe place at the expense of Charterers. Owners to have the right to fill up with other cargo instead of the contraband.	96
	Should any port(s) where the vessel has to load under this Charter be blockaded the Charter to be null and void with regard to the cargo to be shipped at such port(s).	97
	No Bills of Lading to be signed for any blockaded port(s), and if the port(s) of destination be declared blockaded after Bills of Lading have been signed, Owners shall discharge the cargo either at the port(s) of loading, against payment of the expenses of discharge, if the vessel has not sailed thence or, if sailed at any safe port(s) on the way as ordered by Charterers or if no order is given at the nearest safe place against payment of full freight.	98
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Ice Clause.	In the event of the loading port(s) being inaccessible by reason of ice when the vessel is ready to proceed or during her voyage to the port(s) of loading or on the vessel's arrival there or in case frost sets in after the vessel's arrival, endangering the vessel of being ice-bound, Charterers shall have the option of immediately ordering the vessel to nearby accessible port(s) where she can safely load the cargo under this Charter. If such option is not exercised either party may cancel this Charter, but if part of the cargo has already been loaded, the Owners must proceed with same if required by Charterers, having liberty to complete with other cargo on the way for their own account. Should this Charter not be cancelled by either party, Charterers shall keep the vessel against paying compensation at the demurrage rate until the port(s) of loading is (are) again accessible.	100
	Should ice prevent the vessel from reaching the port(s) of discharge, Charterers shall have the option of keeping the vessel waiting until the reopening of navigation paying demurrage, or of ordering (such orders to be sent within 48 hours after receipt of the Captain's telegraphic information to Charterers of the impossibility of reaching the port(s) of destination) the vessel to safe and immediately accessible nearby port(s) where she can safely discharge without risk of detention on account of ice. On delivery of the cargo at such port(s), all conditions of this Charterparty and of the Bill of Lading shall apply and the vessel shall receive the same freight as if she had discharged at the original port(s) of destination, except that if the additional sailing distance exceeds 100 nautical miles, the freight on the cargo delivered at the substituted port(s) to be increased in proportion.	101
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Collision Clause.

mariner, pilot or the servants of Owners in the navigation or in the management of the vessel, the owners of the cargo carried hereunder will indemnify Owners against all loss or liability to the other or non-carrying ship or her owners in so far as such loss or liability represents loss of, or damage to, or any claim whatsoever of the owners of said cargo, paid or payable by the other or non-carrying ship or her owners to the owners of said cargo and set off, recouped or recovered by the other or non-carrying ship or her owners as part of their claim against the carrying vessel or Owners. The foregoing provisions shall also apply where the owners, operators or those in charge of any ship or ships or objects other than, or in addition to, the colliding ships or objects are at fault in respect of a collision or contact.

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