



SOVIET COAL CHARTER 1962
 FOR COAL, COKE AND COALTARPITCH FROM THE U.S.S.R.
 CODE NAME: "SOVCOAL"
 (LAYOUT 1971)

AGREED between The Documentary Council of The Baltic and International Maritime Conference, Copenhagen, V/O "Sojuzpromexport", Moscow, and V/O "Govfracht", Moscow, issued January, 1962, Amended May, 1971, January, 1981 and January, 1987.

1. Shipbroker		2. Place and date	
3. Owners (Clause 1)		4. Charterers (Clause 1)	
		Telegraphic address:	
5. Vessel's name (Clause 1)	6. Class (Clause 1)	7. Net register tons (Clause 1)	
8. Present position (Clause 1)		9. DWT (about), exclusive of bunkers (Clause 1)	
10. Port of loading (Clause 1). If BALTIC port: Leningrad, Riga, Ventspils, Klaipeda (one port) (Delete the ports not agreed upon) (Delete the entire box if not applicable)		11. Layday (Clause 1)	
		12. Cancelling date (Clauses 1 and 16)	
		13. Loading rate (Clause 4)	
14. Port(s) of loading (Clause 1). If BLACK SEA and AZOV SEA ports: Odessa, including Ijlichevsk, Izmail, Reni, Jdanov (one or two ports) (Delete the ports not agreed upon) (Delete the entire box if not applicable)		15. Trimming cost (loading) (Clause 4)	
		16. Demurrage rate (loading) (Clause 14)	
		17. Coal loading equalization charge (Clause 4)	
18. Port of discharge (Clause 1)		19. Discharging rate (Clause 14)	
		20. Discharging price if Clause 12 (A) or (B) adopted	21. Demurrage rate (disch.) (Cl. 14)
22. Cargo (indicate whether coal and/or coke and/or coaltarpitch, state quantity in tons of 1000 kilos inclusive of possible deck cargo if cargo or part of the cargo consists of coke, the owners having a margin as stated in Clause 1 (Clause 1))			
23. Freight rate and method of payment (indicate whether Clause 2 (c) or (d) adopted) (Clause 2)			
24. Arbitration in (If not filled in, Clause 25 (a) and (b) applies)			
25. Brokerage rate (Clause 22)		26. Brokerage to be paid to (Clause 22)	
27. Consignee/Agent (Clause 10)		Telegraphic address:	
28. Numbers of additional clauses attached (Clause 1)			

1. It is hereby mutually agreed between the Owners indicated in Box 3 above of the good Vessel indicated in Box 5 and with particulars as set out in Boxes 6 and 7 and of a deadweight capacity (about), exclusive of bunkers as stated in Box 9, now in a position as indicated in Box 8 and expected ready to load under this Charter Party on or about but earliest at 8 a.m. on the layday indicated in Box 11 but latest at 4 p.m. on the cancelling date specified in Box 12 and the party mentioned as Charterers in Box 4 that the said Vessel - being in every way fitted for the voyage - shall with all possible despatch proceed to the loading port indicated in Box 10 if loading at a Baltic port or to the loading port(s) indicated in Box 14 if loading at Black Sea and Azov Sea port(s) - in the latter case the Charterers having the option of loading at one or two ports; first port to be declared latest on Vessel passing Istanbul - where she can safely lie always afloat, and there load, as may be ordered by Shippers' Agents, below deck, unless otherwise agreed, in the customary manner, a full and complete cargo as described in Box 22, the Owners having a margin of 5 per cent. more or less. Should the cargo or part of the cargo consist of coke the Owners shall have the liberty to load coke on deck at Charterers' risk, but no freight shall be paid on any deck cargo lost or jettisoned; deck cargo to be properly secured and winches to be kept free from cargo. Being so loaded, the Vessel shall proceed with all possible despatch to the port of discharge mentioned in Box 18 and deliver the cargo alongside any wharf, floating depot or lighters as may be ordered by the Consignees where she can safely lie always afloat. It is further agreed between the Owners and the Charterers that this Charter Party consists of Page 1 with boxes filled in as above including possible additional clauses as indicated in Box 28, and of Pages 2 to 4 with Clauses 2 to 25 of the "Sovcoal" Charter; that the carriage under this Charter Party shall be performed against payment of freight and in accordance with these terms; that the typewritten provisions of Page 1 shall prevail over the printed terms of Pages 2 to 4 to the extent of any conflict between them.

For the Owners	For the Charterers
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NOTICES

to be communicated as shown overleaf.

Freight	2. (a) The freight shall be paid at the rate as indicated in Box 23 per ton of 1000 kilos intaken weight, provided the Vessel arrives without having broken bulk, with option to the Consignees (which must be declared in writing latest before breaking bulk) to pay on delivered weight, in which event the cargo shall be weighed simultaneously with the discharging by official weighers, the Consignees paying all expenses incurred thereby, but the Owners or their Agents having liberty to provide check clerks at the Owners' expense.	16 17 18 19 20
	(b) The Owners shall put their Agents at the loading ports in funds, sufficient to cover the Vessel's ordinary disbursements, including charges for bunkers and trimming, if any, prior to the Vessel's sailing from the port of loading; if not the total amount, not exceeding one third of the freight, shall be endorsed upon the Bill of Lading as a freight advance, increased by 2 per cent. to cover interest and commission (whereof 1 per cent. shall be for the Charterers) plus actual cost of insurance.	21 22 23 24 25
<i>Clause 2 (c) and (d) Optional, to be agreed</i>	(c) The total freight (less advance at port of loading, if any) shall be paid on unloading and right delivery of the cargo, unless the Consignees exercise their option to pay on delivered weight as provided for in § 2 (a), in which case the freight shall be paid as follows: 90 per cent. on unloading and right delivery of the cargo and the balance upon receipt from the Owners of the certificate stating the quantity of cargo delivered and the timesheet covering the discharging.	26 27 28 29 30
	(d) The total freight (less advance at port of loading, if any) shall be paid on unloading and right delivery of the cargo in cash at the port of discharge at the official rate of exchange on the final day of discharge.	31 32
Loading	3. The loading date shall not be before 8 a.m. on the layday indicated in Box 11 but Charterers (telegraphic address as indicated in Box 4) and "VNESHTRANS" at the port of loading are to receive from the Owners at least 12 and 5 clear running days' written notice of the definite loading date (at 8 a.m.) also 24 and 4 hours' notice to be given to "VNESHTRANS" at the port of loading. The Master or the Owners or their Agents shall keep "VNESHTRANS" advised by telegram of any alterations regarding the Vessel's position.	33 34 35 36 37
<i>Laydays Owners' definite notice</i>		
	If the Vessel be not ready to load within 48 hours after the definite loading date, 24 hours' extra loading time shall be allowed.	38 39
Sailing telegram	A sailing telegram shall be sent or communicated to "VNESHTRANS" at the port of loading when the Vessel leaves her last port, or if bound to or lying at a local port to discharge 24 hours' written notice shall be given when the Vessel is expected to be clear of cargo, or in default 24 hours more shall be allowed for the loading.	40 41 42
<i>Notice of readiness. Master's Notice</i>	4. Written notice of readiness to receive the cargo stating the definite quantity of the cargo required shall be given by the Master or on his behalf by ship's agent to SOJUZVNESHTRANS between the hours of 08.00 to 17.00 on ordinary working days, Saturdays, Sundays and Holidays excepted, after arrival at loading port and Vessel being physically and legally ready and at immediate and effective disposition of the Charterers/Shippers.	43 44 45 46
	However, if the Vessel is waiting for berth at or off the port, notice of readiness may be tendered as if the Vessel were in berth and the provisions of Clause 5 (Lines 76-78) shall apply.	47 48
<i>Time to count</i>	Time for loading to count from 8 a.m. on the next working day after the receipt of Master's Notice.	49
<i>Hatch beams</i>	The Vessel shall not be considered ready to commence the loading until the holds intended for cargo are free of inward cargo and properly cleaned. All hatch beams shall be removed before the loading commences. If the hatch beams are not removed the Vessel shall not be considered ready to receive the cargo until they have been actually removed.	50 51 52
<i>Loading time</i>	The cargo shall be loaded at the average rate as stated in Box 13 per metric tons per weather working day of 24 consecutive hours, Saturdays, Sundays and Holidays excepted, unless used. If the loading be commenced earlier than the time stipulated, only effectively used time to count. The same applies when loading is effected during excepted periods as above. Shippers to have the right of working during excepted periods, they paying overtime expenses for shore operations only.	53 54 55 56
<i>Coal Loading Equalization Charge</i>	The Owners shall pay to the Shippers at the port of loading an Equalization Charge at the rate as stated in Box 17 per 1000 kilos on the Bill of Lading quantity.	57 58
<i>Trimming</i>	The cargo shall be put on board by the Shippers free of expense to the Vessel. The trimming shall be effected by the Stevedores appointed by the Charterers and Owners paying at the rate as stated in Box 15 per 1000 kilos on the Bill of Lading quantity, the Master being responsible for proper stowage. The Charterers shall pay for separation of different parcels, extra levelling and extra trimming (if any) not arising from the character or construction of the Vessel.	59 60 61 62 63
<i>Winches and winchmen</i>	If required by the Shippers, the Vessel shall provide free of charge to the Shippers winches, winchmen, motive power, running gear and light enabling trimming during day and night also on Saturdays, Sundays and Holidays. Crew to drive winches, if willing and permitted by local labour regulations otherwise shore hands to be employed, Shippers paying cost of same.	64 65 66 67
<i>Bunkering time</i>	Time allowed for loading will not be increased by time occupied in the shipment of bunkers, even if bunkering takes place during loading, unless the Master orders the shipment of bunkers for a specific time during the loading of the cargo. Any time used in shifting for the purpose of bunkering shall not count in computing the Vessel's time for loading.	68 69 70 71
<i>Misrepresentation</i>	If the Owners have misrepresented the size of the holds or the quantity of cargo or bunkers required or the Master or Owners or their Agents fail to keep "VNESHTRANS" at the port of loading advised by telegram of any alteration regarding the Vessel's position, the Owners shall be responsible for truck hire or demurrage on lighters proved to be incurred thereby.	72 73 74 75
<i>Waiting off port</i>	5. If the Vessel is prevented from entering the port (not due to causes excepted in the Charter) after arriving off the port before 1 p.m. on a working day, notice of readiness (Master's Notice) shall be regarded as handed in the same working day and time shall commence to count as provided for in Clause 4.	76 77 78
<i>Exemptions</i>	6. Notwithstanding anything contained in this Charter:	79
<i>Port of Loading</i>	(a) The parties hereto mutually exempt each other from all liability (except as under the Strike Rules) arising from or for time actually lost through riots, strikes of workmen, or disputes between masters and men, or by reason of accidents to mines, railways or machinery, obstructions in harbours (not including congestion of shipping or shore traffic) or by reason of frost, floods, fogs, storms, and any unavoidable accidents and hindrances beyond their control, either preventing or delaying the working or loading of the cargo for which the Vessel is stemmed taking place on or after the date of the Charter until the expiration of the loading time.	80 81 82 83 84 85
	But no detention shall be allowed for the time lost through any such causes unless due notice of such loss and the causes thereof be given immediately to the Master or the Owners.	86 87
	In the event of any stoppage or stoppages arising from any of these causes (other than a "strike"), continuing for the period of 4 running days from the time of the Vessel being ready to load coal or coke or patent fuel for which she is stemmed, the Charter shall become null and void, provided that no cargo shall have been shipped on board the Vessel. Should part cargo have been shipped the Owners may give not less than 24 hours' notice (expiring at any time not earlier than the expiration of the said 4 days) that they will purchase the same at the current f.o.b. price on the date of giving such notice; but, if the quantity shipped exceeds fifty per cent. of the Vessel's deadweight capacity exclusive of bunkers as inserted in Box 9, the Charterers may require the Vessel to perform the voyage, paying full freight on cargo shipped and half freight on the balance up to the said deadweight capacity.	88 89 90 91 92 93 94 95
	In case the Vessel be not ready to complete her loading when she has once begun, any time occupied in partial loading only shall count, but at least one half of the total loading hours shall be allowed the Charterers for completing the loading. This clause shall not apply to bunkering operations or shifting for the purpose of loading bunkers.	96 97 98

<i>Port of Discharge</i>	(b) In case of civil commotions, accidents or any other causes other than strike or lock-out directly connected with the discharge of the Vessel and beyond the control of the Consignees, which prevent or delay the discharging, any time lost thereby shall not count unless the Vessel is already on demurrage.	99 100 101
<i>Moving</i>	7. The Vessel shall be moved to and from the spout or cranes as required during the course of her loading at the Owners' risk and expense.	102 103
<i>Bunkers</i>	8. Bunker coals shall be kept properly separated from the cargo to the Charterers' satisfaction and the quantity shall be endorsed on Bills of Lading. No bunker coals shall be stowed in the cargo holds without the permission of the Charterers.	104 105 106
<i>Bills of Lading</i>	9. Bills of Lading shall be signed as per the "SOVCOALBILL" Bill of Lading form.	107
<i>Discharging Notice of expected arrival</i>	10. The Master shall telegraph to the Consignees or their Agents as per Box 27 two calendar days' notice of Vessel's expected arrival at the port of discharge.	108 109
<i>Notice of readiness</i>	11. The cargo shall be taken from alongside by the Consignees at the port of discharge free of expense and risk to the Vessel, at the average rate as stated in Box 19 per tons of 1000 kilos per day of 24 running hours (the time from cessation of ordinary working time on Saturdays or a day before a Holiday until commencement of ordinary working time on Mondays or the day following a Holiday excepted, unless used) provided the Vessel can deliver at this rate. The time for discharging shall count from 2 p.m. when the Vessel is reported at the Custom House and ready to deliver and written notice thereafter given to the Consignees or their Agents between 9 a.m. and noon, from 7 a.m. on the next day if notice given after noon and before 5 p.m., notwithstanding any custom or law of the port of discharge. If the discharging be commenced earlier than the time stipulated the time shall count from the commencement of the discharging, but only effectively used hours to count.	110 111 112 113 114 115 116 117 118
<i>Berth not available</i>	If a berth in port is not available on Vessel's arrival off the port, the Master will be entitled to tender notice of readiness as stated above after arrival off the port or so near thereunto as she may be permitted by local authorities to approach, with the effect that laytime counts as if in berth. The time occupied in moving from place of stoppage to the discharging berth shall not count unless Vessel is already on demurrage.	119 120 121 122
	If the Vessel after berthing is not found ready in all respects, the actual time lost until she is in fact ready shall not count as laytime.	123 124
<i>Costs Clause 12 (A), (B) or (C) Optional to apply only if agreed and not to apply if the Owners shall effect the discharge Fixed Price</i>	12. (A) The Consignees shall effect the discharge of the cargo, the Vessel paying at the rate as indicated in Box 20 per ton of 1000 kilos for all work in connection with unloading and providing winches, motive power and running gear customary at the port of discharge. All extra expenses in connection with discharging beyond ordinary working hours to be paid by the party at whose request such work is performed. The Vessel shall also provide Vessel's winchmen if requested and permitted, otherwise the Consignees shall provide and pay for winchmen, who shall nevertheless be regarded as servants of the Owners. (B) The Consignees shall effect the discharge of the cargo, the Vessel paying at the rate as indicated in Box 20 per ton of 1000 kilos on the quantity for which freight is paid or payable, covering all costs and charges whatsoever in connection with the unloading, and providing winches, motive power and running gear customary at the port of discharge. All extra expenses in connection with discharging beyond ordinary working hours to be paid by the party at whose request such work is performed. The Vessel shall also provide winchmen from the crew, if requested and permitted, otherwise the Consignees shall provide and pay for winchmen from shore, who shall be regarded as servants of the Consignees, but shall follow the instructions of the Master in connection with discharging.	125 126 127 128 129 130 131 132 133 134 135 136 137
<i>Free Discharge</i>	(C) The Consignees shall effect the discharge of the cargo free of all risk and expense to the Vessel. The Vessel shall provide winches, motive power and running gear customary at the port of discharge. The Vessel shall also provide winchmen from the crew, if requested and permitted, otherwise the Consignees shall provide and pay for winchmen from shore, who shall be regarded as servants of the Consignees, but shall follow the instructions of the Master in connection with the discharging.	138 139 140 141 142
<i>Deviation</i>	13. The Vessel shall have liberty to tow and to be towed and to assist Vessels in distress and to deviate for the purpose of saving life or property, to sail without pilot and to call at any ports in any order, for bunkering or other purposes or to make trial trips after notice, or adjust compasses and/or radio equipment and reasonable exercise of any of these liberties shall not be deemed to be a departure from the contractual route.	143 144 145 146
<i>Demurrage</i>	14. Demurrage, if any, at the rate as indicated in Box 16 per day of 24 hours or pro rata to be paid by the Charterers if the Vessel be detained beyond her loading time or by the Consignees at the rate as indicated in Box 21, payable day by day, if the Vessel be detained beyond her discharging time.	147 148 149
<i>Dues and charges</i>	15. The Charterers shall pay all dues and duties on the cargo at the port of loading. The Consignees shall pay all dues and duties on the cargo at the port of discharge, also the additional cost of discharging, if any, in consequence of separation of different parcels. The Owners shall pay port dues, pilotage, towage and other charges appertaining to the Vessel.	150 151 152 153
<i>Cancelling</i>	16. Should the Vessel not be ready to load before or latest at 4 p.m. on the cancelling date indicated in Box 12 or if any misrepresentation be made respecting the size, position or condition of the Vessel, the Charterers shall have the option of cancelling the Charter, such option to be declared latest on notice of readiness (Master's Notice) being given under Clause 4. If the Charter is cancelled the Charterers shall inform the Owners. Should the Vessel be fixed to load at port(s) of the Black Sea or Azov Sea, if when the Vessel be ready to leave her last port of call (whether a discharging port or not), the Owners inform the Charterers by telegram that she cannot reach the loading port before the cancelling date, the Charterers shall have the option of cancelling this charter by telegram within 72 hours (Sundays and legal Holidays excepted) from the receipt of such notice, unless a cancelling date has been agreed upon.	154 155 156 157 158 159 160 161 162
<i>Re-Chartering</i>	17. The Charterers shall have permission to re-charter or sub-let at any rate of freight without prejudice to the Charter, and the Bills of Lading shall be signed at any rate of freight without prejudice to the Charter. If such freight be lower the difference shall be paid in cash before signing the Bills of Lading, if higher the difference shall be endorsed on the Bills of Lading, or in the option of the Charterers be refunded to them by the Owners after payment of the freight.	163 164 165 166
<i>Exceptions</i>	18. Throughout the Charter losses or damages whether in respect of goods carried or to be carried or in other respects arising or occasioned by the following causes shall be mutually excepted, viz.: Force majeure, perils of the seas, fire on board, in bulk, craft, or on shore, barratry of the Master or crew, enemies, pirates, robbers or thieves, arrests and restraints of princes, rulers and peoples, collisions and strandings, explosion, bursting of boilers, breakage of shafts, or any latent defect, even if existing at the beginning of the voyage, in the hull, boilers, machinery or appurtenances, negligence or error of judgment of the Pilot, Master or Crew or other servants of the Owners, in the management or navigation of the Vessel, unseaworthiness, provided that the Owners have exercised due diligence to make the Vessel seaworthy.	167 168 169 170 171 172 173 174
<i>Cesser Clause</i>	19. The Charterers' liability shall cease as soon as the cargo is shipped and the advance of freight, deadfreight and demurrage in loading, if any, are paid or a guarantee given by the Charterers or their Bankers, to pay such sum as shall be due to the Owners by agreement or arbitration. The Master or the Owners shall have an absolute lien upon the cargo for all freight, deadfreight and average.	175 176 177 178
<i>General Average</i>	20. In case of General Average the same shall be settled according to the York/Antwerp Rules, 1974. Should the Vessel put into any port leaky or with damage the Owners shall without delay inform the Charterers thereof.	179 180

Cargo's contribution to General Average shall be paid to the Owners even when such average be the result of fault, neglect or error of the Master, Pilot or Crew. The Charterers, Shippers and Consignees expressly renounce the Netherlands Commercial Code, Art. 700, and the Belgian Commercial Code, part II, Art. 148.

Agency	21. The Owners shall appoint their own Brokers or Agents both at the port of loading and at the port of discharge.	184
Brokerage	22. A brokerage at the rate as stated in Box 25 upon the freight and deadfreight is due by the Owners to the broker(s) named in Box 26 on shipment of the cargo (Vessel lost or not lost).	185 186
Arbitration <i>Clause 23 (a) and (b) Optional, to apply only if agreed</i>	23. (a) Unless otherwise indicated in Box 24 any dispute arising under the provisions applying to the loading port in the Charter, to be settled by arbitration by the Maritime Arbitration Commission in Moscow. (b) Unless otherwise indicated in Box 24 should any dispute arise under the provisions applying to the discharging port, the same shall be referred to two arbitrators, one to be appointed by each party, sitting in the country of the discharging port, and in case the two arbitrators cannot agree, then to an Umpire sitting in the same country, to be elected by the same Electors.	187 188 189 190 191 192
War Clause	24. Should the country of either of the contracting parties and/or that of the loading and/or discharging port become engaged in war before the Vessel has left the loading port, each party to have the option of cancelling this Charter, any cargo already shipped to be taken over by the Owners at the current market price.	193 194 195
Strike <i>Responsibility Loading port</i>	25. (a) Neither the Charterers nor the Owners shall be responsible for the consequences of strike preventing or delaying the fulfilment of any obligation under this Contract. (b) In the event of strike or lock-out affecting the loading of the cargo, or any part of it, when the Vessel is ready to proceed from her last port or at any time during the voyage to the port or ports of loading or after her arrival there, the Owners may ask the Charterers to declare that they agree to count the laytime as if there were no such hindrance. Unless the Charterers have given such declaration in writing (by telegram, if necessary) within 24 hours, the Owners shall have the option of cancelling this Charter. If part cargo has already been loaded, the Vessel must carry it to the port of discharge (freight payable on loaded quantity only) having liberty to complete with other cargo on the way for Owners' own account.	196 197 198 199 200 201 202 203 204
<i>Expected strike</i>	(c) In the event of strike or lock-out which can reasonably be expected - before the loading has commenced - to affect the discharge of cargo, the Owners are at liberty to cancel this Charter unless the Charterers declare (within 24 hours of receipt of Owners' notification of intended cancellation) that they agree to count the laytime at port of discharge as if there were no such hindrance, without prejudice to the Consignees' right of ordering the Vessel to a substitute port of discharge in accordance with sub-clause (d). Time for loading does not count in the said 24 hours.	205 206 207 208 209
<i>Discharging port</i>	(d) In the event of strike or lock-out affecting the discharging of the cargo on or after Vessel's arrival at or off the port of discharge, the Consignees shall have the option of keeping the Vessel waiting until such strike or lock-out is at an end against paying half demurrage after expiration of the time provided for discharging until the end of the strike or lock-out after which full demurrage is payable, or of ordering the Vessel to a safe port where she can safely discharge without risk of being detained by strike or lock-out. Such orders to be given within 48 hours after the Owners have given notice to the Consignees of Vessel's readiness to discharge or of the Owners' request for orders. All conditions of this Charter and of the Bill of Lading issued hereunder shall apply to the delivery of the cargo at such substitute port, and the Owners shall receive the same freight as if the cargo had been discharged at the original port of destination, except that if the distance to the substitute port exceeds 100 nautical miles, the freight on the cargo delivered at the substitute port to be increased in proportion.	210 211 212 213 214 215 216 217 218 219
<i>Notification</i>	(e) The party who first learns about the occurrence of strike or lock-out shall immediately notify thereof the other party.	220 221

