

LAYTIME DEFINITIONS FOR CHARTER PARTIES

PREAMBLE

Words, phrases, acronyms and abbreviations (“Words and Phrases”) used in a Charter Party shall be defined, for the purposes of Laytime only, in accordance with the corresponding Words and Phrases set out below, when any or all such definitions are expressly incorporated into the Charter Party.

"Charter Party" shall include any form of contract of carriage or affreightment including contracts evidenced by bills of lading.

Singular/Plural

The singular includes the plural and vice versa as the context admits or requires.

List of Definitions

1. PORT shall mean any area where vessels load or discharge cargo and shall include, but not be limited to, berths, wharves, anchorages, buoys and offshore facilities as well as places outside the legal, fiscal or administrative area where vessels are ordered to wait for their turn no matter the distance from that area.
2. BERTH shall mean the specific place where the Vessel is to load or discharge and shall include, but not be limited to, any wharf, anchorage, offshore facility or other location used for that purpose.
3. REACHABLE ON ARRIVAL shall mean that the charterer undertakes that an available loading or discharging Berth be provided to the Vessel on arrival at the Port which the Vessel can reach safely without delay.
4. ALWAYS ACCESSIBLE shall mean that the charterer undertakes that an available loading or discharging Berth be provided to the Vessel on arrival at the Port which the Vessel can reach safely without delay. The charterer additionally undertakes that the Vessel will be able to depart safely from the Berth and without delay at any time before, during or on completion of loading or discharging.

5. LAYTIME shall mean the period of time agreed between the parties during which the owner will make and keep the Vessel available for loading or discharging without payment additional to the freight.

6. PER HATCH PER DAY shall mean that the Laytime is to be calculated by dividing the quantity of cargo by the result of multiplying the agreed daily rate per hatch by the number of the Vessel's hatches. Each pair of parallel twin hatches shall count as one hatch. Nevertheless, a hatch that is capable of being worked by two gangs simultaneously shall be counted as two hatches.

7. PER WORKING HATCH PER DAY or PER WORKABLE HATCH PER DAY shall mean that the Laytime is to be calculated by dividing the quantity of cargo in the hold with the largest quantity by the result of multiplying the agreed daily rate per working or workable hatch by the number of hatches serving that hold. Each pair of parallel twin hatches shall count as one hatch. Nevertheless, a hatch that is capable of being worked by two gangs simultaneously shall be counted as two hatches.

8. DAY shall mean a period of twenty-four (24) consecutive hours. Any part of a Day shall be counted pro rata.

9. CALENDAR DAY shall mean a period of twenty-four (24) consecutive hours running from 0000 hours to 2400 hours. Any part of a Calendar Day shall be counted pro rata.

10. CONVENTIONAL DAY shall mean a period of twenty-four (24) consecutive hours running from any identified time. Any part of a Conventional Day shall be counted pro rata.

11. WORKING DAY shall mean a Day when by local law or practice work is normally carried out.

12. RUNNING DAYS or CONSECUTIVE DAYS shall mean Days which follow one immediately after the other.

13. RUNNING HOURS or CONSECUTIVE HOURS shall mean hours which follow one immediately after the other.

14. HOLIDAY shall mean a Day other than the normal weekly Day(s) of rest, or part thereof, when by local law or practice work during what would otherwise be ordinary working hours is not normally carried out.

15. WEATHER WORKING DAY shall mean a Working Day or part of a Working Day during which it is or, if the Vessel is still waiting for her turn, it would be possible to load/discharge the cargo without interruption due to the weather. If such interruption occurs (or would have occurred if work had been in progress), there shall be excluded from the Laytime a period calculated by reference to the ratio which the duration of the interruption bears to the time which would have or could have been worked but for the interruption.

16. WEATHER WORKING DAY OF 24 CONSECUTIVE HOURS shall mean a Working Day or part of a Working Day of 24 consecutive hours during which it is or, if the vessel is still waiting for her turn, it would be possible to load/discharge the cargo without interruption due to the weather. If such interruption occurs (or would have occurred if work had been in progress) there shall be excluded from the Laytime the period during which the weather interrupted or would have interrupted work.

17. WEATHER WORKING DAY OF 24 HOURS shall mean a period of 24 hours made up of one or more Working Days during which it is or, if the Vessel is still waiting for her turn, it would be possible to load/discharge the cargo without interruption due to the weather. If such interruption occurs (or would have occurred if work had been in progress), there shall be excluded from Laytime the actual period of such interruption.

18. (WORKING DAY) WEATHER PERMITTING shall have the same meaning as WEATHER WORKING DAY OF 24 CONSECUTIVE HOURS.

19. EXCEPTED or EXCLUDED shall mean that the Days specified do not count as Laytime even if loading or discharging is carried out on them.

20. UNLESS SOONER COMMENCED shall mean that if turn—time has not expired but loading or discharging is carried out, Laytime shall commence.

21. UNLESS SOONER COMMENCED, IN WHICH CASE ACTUAL TIME USED TO COUNT shall mean that actual time used during turn-time shall count as Laytime.

22. UNLESS USED shall mean that if Laytime has commenced but loading or discharging is carried out during excepted periods, actual time used shall count as Laytime.

23. TO AVERAGE LAYTIME shall mean that separate calculations are to be made for loading and discharging and that any time saved in one operation is to be set off against any excess time used in the other.

24. REVERSIBLE LAYTIME shall mean an option given to the charterer to add together the time allowed for loading and discharging. Where the option is exercised the effect is the same as a total time being specified to cover both operations.

25. NOTICE OF READINESS shall mean the notice to the charterer, shipper, receiver or other person as required by the Charter Party that the Vessel has arrived at the Port or Berth, as the case may be, and is ready to load or discharge.

26. TIME LOST WAITING FOR BERTH TO COUNT AS LOADING OR DISCHARGING TIME or AS LAYTIME shall mean that if no loading or discharging Berth is available and the Vessel is unable to tender Notice of Readiness at the waiting-place then any time lost to the Vessel is counted as if Laytime were running, or as time on Demurrage if Laytime has expired. Such time ceases to count once the Berth becomes available. When the Vessel reaches a place where she is able to tender

Notice of Readiness, Laytime or time on Demurrage resumes after such tender and, in respect of Laytime, on expiry of any notice time provided in the CharterParty.

27. WHETHER IN BERTH OR NOT (WIBON) or BERTH OR NO BERTH shall mean that if the designated loading or discharging Berth is not available on arrival, the Vessel on reaching any usual waiting place at the Port, shall be entitled to tender Notice of Readiness from it and Laytime shall commence in accordance with the Charter Party.

28. WHETHER IN PORT OR NOT (WIPON) shall mean that if the designated loading or discharging Berth and the usual waiting place at the Port are not available on arrival, the Vessel shall be entitled to tender Notice of Readiness from any recognised waiting place off the Port and Laytime shall commence in accordance with the Charter Party.

29. VESSEL BEING IN FREE PRATIQUE shall mean that the Vessel complies with port health requirements.

30. DEMURRAGE shall mean an agreed amount payable to the owner in respect of delay to the Vessel once the Laytime has expired, for which the owner is not responsible. Demurrage shall not be subject to exceptions which apply to Laytime unless specifically stated in the Charter Party.

31. DESPATCH MONEY or DESPATCH shall mean an agreed amount payable by the owner if the Vessel completes loading or discharging before the Laytime has expired.

32. DESPATCH ON ALL WORKING TIME SAVED or ON ALL LAYTIME SAVED shall mean that Despatch Money shall be payable for the time from the completion of loading or discharging until the expiry of the Laytime excluding any periods excepted from the Laytime.

33. DESPATCH ON ALL TIME SAVED shall mean that Despatch Money shall be payable for the time from the completion of loading or discharging to the expiry of the Laytime including periods excepted from the Laytime.