


1. Shipbroker		THE BALTIC AND INTERNATIONAL MARITIME CONFERENCE UNIFORM TIME-CHARTER (Box Layout 1974) CODE NAME: "BALTIME 1939"		 Part I
		2. Place and date		
3. Owners/Place of business		4. Charterers/Place of business		
5. Vessel's name		6. GRT/NRT		
7. Class		8. Indicated horse power		
9. Total tons d.w. (abt.) on Board of Trade summer freeboard		10. Cubic feet grain/bale capacity		
11. Permanent bunkers (abt.)				
12. Speed capability in knots (abt.) on a consumption in tons (abt.) of				
13. Present position				
14. Period of hire (Cl. 1)		15. Port of delivery (Cl. 1)		
		16. Time of delivery (Cl. 1)		
17. (a) Trade limits (Cl. 2)				
(b) Cargo exclusions specially agreed				
18. Bunkers on re-delivery (state min. and max. quantity) (Cl. 5)				
19. Charter hire (Cl. 6)		20. Hire payment (state currency, method and place of payment; also beneficiary and bank account) (Cl. 6)		
21. Place or range of re-delivery (Cl. 7)		22. War (only to be filled in if Section (C) agreed) (Cl. 21)		
23. Cancelling date (Cl. 22)		24. Place of arbitration (only to be filled in if place other than London agreed) (Cl. 23)		
25. Brokerage commission and to whom payable (Cl. 25)		26. Numbers of additional clauses covering special provisions, if agreed		

It is mutually agreed that this Contract shall be performed subject to the conditions contained in this Charter which shall include Part I as well as Part II. In the event of a conflict of conditions, the provisions of Part I shall prevail over those of Part II to the extent of such conflict.

Signature (Owners)	Signature (Charterers)
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It is agreed between the party mentioned in Box 3	1	ing cost of fumigation and disinfection).	74	or other documents or otherwise complying with	146
as Owners of the Vessel named in Box 5 of the	2	All ropes, slings and special runners actually	75	such orders, as well as from any irregularity in	147
gross/net Register tonnage indicated in Box 6 ,	3	used for loading and discharging and any special	76	the Vessel's papers or for overcarrying goods.	148
classed as stated in Box 7 and of indicated horse	4	gear, including special ropes, hawsers and chains	77	The Owners not to be responsible for shortage,	149
power as stated in Box 8 , carrying about the	5	required by the custom of the port for mooring	78	mixture, marks, nor for number of pieces or	150
number of tons deadweight indicated in Box 9 on	6	to be for the Charterers' account. The Vessel to	79	packages, nor for damage to or claims on cargo	151
Board of Trade summer freeboard inclusive of bun-	7	be fitted with winches, derricks, wheels and or-	80	caused by bad stowage or otherwise.	152
kers, stores, provisions and boiler water, having as	8	inary runners capable of handling lifts up to 2	81	If the Charterers have reason to be dissatisfied	153
per builder's plan a cubic-foot grain/bale capacity	9	tons.	82	with the conduct of the Master, Officers, or En-	154
as stated in Box 10 , exclusive of permanent bun-	10			gineers, the Owners, on receiving particulars of	155
kers, which contain about the number of tons	11	5. Bunkers	83	the complaint, promptly to investigate the matter,	156
stated in Box 11 , and fully loaded capable of	12	The Charterers at port of delivery and the Owners	84	and, if necessary and practicable, to make a	157
steaming about the number of knots indicated in	13	at port of re-delivery to take over and pay	85	change in the appointments.	158
Box 12 in good weather and smooth water on a	14	for all coal or oil-fuel remaining in the Vessel's	86		
consumption of about the number of tons best	15	bunkers at current price at the respective ports.	87	10. Directions and Logs	159
Welsh coal or oil-fuel stated in Box 12 , now in	16	The Vessel to be re-delivered with not less than	88	The Charterers to furnish the Master with all in-	160
position as stated in Box 13 and the party men-	17	the number of tons and not exceeding the num-	89	structions and sailing directions and the Master	161
tioned as Charterers in Box 4 , as follows:	18	ber of tons of coal or oil-fuel in the Vessel's	90	and Engineer to keep full and correct logs ac-	162
		bunkers stated in Box 18 .	91	cessible to the Charterers or their Agents.	163
1. Period/Port of Delivery/Time of Delivery	19			11. Suspension of Hire etc.	164
The Owners let, and the Charterers hire the Ves-	20	6. Hire	92	(A) In the event of drydocking or other necessary	165
sel for a period of the number of calendar months	21	The Charterers to pay as hire the rate stated in	93	measures to maintain the efficiency of the Vessel,	166
indicated in Box 14 from the time (not a Sunday	22	Box 19 per 30 days, commencing in accordance	94	deficiency of men or Owners' stores, break-	167
or a legal Holiday unless taken over) the Vessel	23	with Clause 1 until her re-delivery to the Owners.	95	down of machinery, damage to hull or other ac-	168
is delivered and placed at the disposal of the	24	<i>Payment</i>	96	cident, either hindering or preventing the work-	169
Charterers between 9 a.m. and 6 p.m., or between	25	Payment of hire to be made in cash, in the cur-	97	ing of the Vessel and continuing for more than	170
9 a.m. and 2 p.m. if on Saturday, at the port	26	rency stated in Box 20 , without discount, every	98	twentyfour consecutive hours, no hire to be paid	171
stated in Box 15 in such available berth where	27	30 days, in advance, and in the manner prescribed	99	in respect of any time lost thereby during the	172
she can safely lie always afloat, as the Charterers	28	in Box 20 .	100	period in which the Vessel is unable to perform	173
may direct, she being in every way fitted for or-	29	In default of payment the Owners to have the	101	the service immediately required. Any hire paid	174
inary cargo service .	30	right of withdrawing the Vessel from the service	102	in advance to be adjusted accordingly.	175
The Vessel to be delivered at the time indicated	31	of the Charterers, without noting any protest and	103	(B) In the event of the Vessel being driven into	176
in Box 16 .	32	without interference by any court or any other	104	port or to anchorage through stress of weather,	177
		formality whatsoever and without prejudice to	105	trading to shallow harbours or to rivers or ports	178
2. Trade	33	any claim the Owners may otherwise have on the	106	with bars or suffering an accident to her cargo,	179
The Vessel to be employed in lawful trades for	34	Charterers under the Charter.	107	any detention of the Vessel and/or expenses re-	180
the carriage of lawful merchandise only between	35			sulting from such detention to be for the Char-	181
good and safe ports or places where she can	36	7. Re-delivery	108	terers' account even if such detention and/or ex-	182
safely lie always afloat within the limits stated in	37	The Vessel to be re-delivered on the expiration	109	penses, or the cause by reason of which either	183
Box 17 .	38	of the Charter in the same good order as when	110	is incurred, be due to, or be contributed to	184
No live stock nor injurious, inflammable or dan-	39	delivered to the Charterers (fair wear and tear	111	by, the negligence of the Owners' servants.	185
gerous goods (such as acids, explosives, calcium	40	excepted) at an ice-free port in the Charterers'	112		
carbide, ferro silicon, naphtha, motor spirit, tar,	41	option at the place or within the range stated in	113	12. Cleaning Boilers	186
or any of their products) to be shipped.	42	Box 21 , between 9 a.m. and 6 p.m., and 9 a.m.	114	Cleaning of boilers whenever possible to be done	187
		and 2 p.m. on Saturday, but the day of re-delivery	115	during service, but if impossible the Charterers	188
3. Owners to Provide	43	shall not be a Sunday or legal Holiday.	116	to give the Owners necessary time for cleaning.	189
The Owners to provide and pay for all provisions	44	<i>Notice</i>	117	Should the Vessel be detained beyond 48 hours	190
and wages, for insurance of the Vessel, for all	45	The Charterers to give the Owners not less than	118	hire to cease until again ready.	191
deck and engine-room stores and maintain her in	46	ten days' notice at which port and on about	119		
a thoroughly efficient state in hull and machinery	47	which day the Vessel will be re-delivered.	120	13. Responsibility and Exemption	192
during service.	48	Should the Vessel be ordered on a voyage by	121	The Owners only to be responsible for delay in	193
The Owners to provide one winchman per hatch.	49	which the Charter period will be exceeded the	122	delivery of the Vessel or for delay during the	194
If further winchmen are required, or if the steve-	50	Charterers to have the use of the Vessel to	123	currency of the Charter and for loss or damage	195
dores refuse or are not permitted to work with	51	enable them to complete the voyage, provided it	124	to goods onboard, if such delay or loss has been	196
the Crew, the Charterers to provide and pay	52	could be reasonably calculated that the voyage	125	caused by want of due diligence on the part of	197
qualified shore-winchmen.	53	would allow re-delivery about the time fixed for	126	the Owners or their Manager in making the Ves-	198
		the termination of the Charter, but for any time	127	sel seaworthy and fitted for the voyage or any	199
4. Charterers to Provide	54	exceeding the termination date the Charterers to	128	other personal act or omission or default of the	200
The Charterers to provide and pay for all coals,	55	pay the market rate if higher than the rate stipu-	129	Owners or their Manager. The Owners not to be	201
including galley coal, oil-fuel, water for boilers,	56	lated herein.	130	responsible in any other case nor for damage or	202
port charges, pilotages (whether compulsory or	57			delay whatsoever and howsoever caused even if	203
not), canal steersmen , boatage, lights, tug-assist-	58	8. Cargo Space	131	caused by the neglect or default of their ser-	204
ance, consular charges (except those pertaining	59	The whole reach and burthen of the Vessel, in-	132	vants. The Owners not to be liable for loss or	205
to the Master, Officers and Crew), canal, dock and	60	cluding lawful deck-capacity to be at the Char-	133	damage arising or resulting from strikes, lock-	206
other dues and charges, including any foreign	61	terers' disposal, reserving proper and sufficient	134	outs or stoppage or restraint of labour (including	207
general municipality or state taxes, also all dock,	62	space for the Vessel's Master, Officers, Crew,	135	the Master, Officers or Crew) whether partial or	208
harbour and tonnage dues at the ports of deli-	63	tackle, apparel, furniture, provisions and stores.	136	general.	209
very and re-delivery (unless incurred through	64			The Charterers to be responsible for loss or dam-	210
cargo carried before delivery or after re-delivery),	65	9. Master	137	age caused to the Vessel or to the Owners by	211
agencies, commissions, also to arrange and pay	66	The Master to prosecute all voyages with the ut-	138	goods being loaded contrary to the terms of the	212
for loading, trimming, stowing (including dunnage	67	most despatch and to render customary assist-	139	Charter or by improper or careless bunkering or	213
and shifting boards, excepting any already on	68	ance with the Vessel's Crew. The Master to be	140	loading, stowing or discharging of goods or any	214
board), unloading, weighing, tallying and delivery	69	under the orders of the Charterers as regards	141	other improper or negligent act on their part or	215
of cargoes, surveys on hatches, meals supplied to	70	employment, agency, or other arrangements. The	142		
officials and men in their service and all other	71	Charterers to indemnify the Owners against all	143		
charges and expenses whatsoever including de-	72	consequences or liabilities arising from the Ma-	144		
tention and expenses through quarantine (includ-	73	ster, Officers or Agents signing Bills of Lading	145		

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that of their servants.	216	all measures taken by the Owners in order to secure payment of salvage and to fix its amount.	273 274	war risks insurance on the Vessel the right to give any such orders or directions.	332 333
14. Advances	217	20. Sublet	275	(E) In the event of the nation under whose flag the Vessel sails becoming involved in war, hostilities, warlike operations, revolution, or civil commotion, both the Owners and the Charterers may cancel the Charter and, unless otherwise agreed, the Vessel to be re-delivered to the Owners at the port of destination or, if prevented through the provisions of section (A) from reaching or entering it, then at a near open and safe port at the Owners' option, after discharge of any cargo on board.	334 335 336 337 338 339 340 341 342 343 344
The Charterers or their Agents to advance to the Master, if required, necessary funds for ordinary disbursements for the Vessel's account at any port charging only interest at 6 per cent. p. a., such advances to be deducted from hire.	218 219 220 221 222	The Charterers to have the option of subletting the Vessel, giving due notice to the Owners, but the original Charterers always to remain responsible to the Owners for due performance of the Charter.	276 277 278 279 280	(F) If in compliance with the provisions of this clause anything is done or is not done, such not to be deemed a deviation. <i>Section (C) is optional and should be considered deleted unless agreed according to Box 22.</i>	345 346 347 348 349
15. Excluded Ports	223	21. War	281	22. Cancelling	350
The Vessel not to be ordered to nor bound to enter: a) any place where fever or epidemics are prevalent or to which the Master, Officers and Crew by law are not bound to follow the Vessel.	224 225 226 227 228	(A) The Vessel unless the consent of the Owners be first obtained not to be ordered nor continue to any place or on any voyage nor be used on any service which will bring her within a zone which is dangerous as the result of any actual or threatened act of war, war hostilities, warlike operations, acts of piracy or of hostility or malicious damage against this or any other vessel or its cargo by any person, body or State whatsoever, revolution, civil war, civil commotion or the operation of international law, nor be exposed in any way to any risks or penalties whatsoever consequent upon the imposition of Sanctions, nor carry any goods that may in any way expose her to any risks of seizure, capture, penalties or any other interference of any kind whatsoever by the belligerent or fighting powers or parties or by any Government or Ruler.	282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299	Should the Vessel not be delivered by the date indicated in Box 23 , the Charterers to have the option of cancelling. If the Vessel cannot be delivered by the cancelling date, the Charterers, if required, to declare within 48 hours after receiving notice thereof whether they cancel or will take delivery of the Vessel.	351 352 353 354 355 356 357 358
<i>Ice</i>	228	(B) Should the Vessel approach or be brought or ordered within such zone, or be exposed in any way to the said risks, (1) the Owners to be entitled from time to time to insure their interests in the Vessel and /or hire against any of the risks likely to be involved thereby on such terms as they shall think fit, the Charterers to make a refund to the Owners of the premium on demand; and (2) notwithstanding the terms of Clause 11 hire to be paid for all time lost including any lost owing to loss of or injury to the Master, Officers, or Crew or to the action of the Crew in refusing to proceed to such zone or to be exposed to such risks.	290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314	23. Arbitration	359
b) any ice-bound place or any place where lights, lightships, marks and buoys are or are likely to be withdrawn by reason of ice on the Vessel's arrival or where there is risk that ordinarily the Vessel will not be able on account of ice to reach the place or to get out after having completed loading or discharging. The Vessel not to be obliged to force ice. If on account of ice the Master considers it dangerous to remain at the loading or discharging place for fear of the Vessel being frozen in and/or damaged, he has liberty to sail to a convenient open place and await the Charterers' fresh instructions. Unforeseen detention through any of above causes to be for the Charterers' account.	229 230 231 232 233 234 235 236 237 238 239 240 241 242 243	(C) In the event of the wages of the Master, Officers and /or Crew or the cost of provisions and/or stores for deck and /or engine room and /or insurance premiums being increased by reason of or during the existence of any of the matters mentioned in section (A) the amount of any increase to be added to the hire and paid by the Charterers on production of the Owners' account therefor, such account being rendered monthly.	300 301 302 303 304 305 306 307 308 309 310 311 312 313 314	Any dispute arising under the Charter to be referred to arbitration in London (or such other place as may be agreed according to Box 24) one Arbitrator to be nominated by the Owners and the other by the Charterers, and in case the Arbitrators shall not agree then to the decision of an Empire to be appointed by them, the award of the Arbitrators or the Umpire to be final and binding upon both parties.	360 361 362 363 364 365 366 367 368
16. Loss of Vessel	244	(D) The Vessel to have liberty to comply with any orders or directions as to departure, arrival, routes, ports of call, stoppages, destination, delivery or in any other wise whatsoever given by the Government of the nation under whose flag the Vessel sails or any other Government or any person (or body) acting or purporting to act with the authority of such Government of by any committee or person having under the terms of the	310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331	24. General Average	369
Should the Vessel be lost or missing, hire to cease from the date when she was lost. If the date of loss cannot be ascertained half hire to be paid from the date the Vessel was last reported until the calculated date of arrival at the destination. Any hire paid in advance to be adjusted accordingly.	245 246 247 248 249 250 251			General Average to be settled according to York/Antwerp Rules, 1974. Hire not to contribute to General Average.	370 371 372
17. Overtime	252			25. Commission	373
The Vessel to work day and night if required.	253			The Owners to pay a commission at the rate stated in Box 25 to the party mentioned in Box 25 on any hire paid under the Charter, but in no case less than is necessary to cover the actual expenses of the Brokers and a reasonable fee for their work. If the full hire is not paid owing to breach of Charter by either of the parties the party liable therefor to indemnify the Brokers against their loss of commission.	374 375 376 377 378 379 380 381 382
The Charterers to refund the Owners their outlays for all overtime paid to Officers and Crew according to the hours and rates stated in the Vessel's articles.	254 255 256 257			Should the parties agree to cancel the Charter, the Owners to indemnify the Brokers against any loss of commission but in such case the commission not to exceed the brokerage on one year's hire.	383 384 385 386 387
18. Lien	258				
The Owners to have a lien upon all cargoes and sub-freights belonging to the Time-Charterers and any Bill of Lading freight for all claims under this Charter, and the Charterers to have a lien on the Vessel for all moneys paid in advance and not earned.	259 260 261 262 263 264				
19. Salvage	265				
All salvage and assistance to other vessels to be for the Owners' and the Charterers' equal benefit after deducting the Master's and Crew's proportion and all legal and other expenses including hire paid under the charter for time lost in the salvage, also repairs of damage and coal or oil-fuel consumed. The Charterers to be bound by	266 267 268 269 270 271 272				