

DABELSTEIN & PASSEHL

Hamburg  Leer

NYPE 2015

Wesentliche Änderungen und ausgewählte Problemfelder
und ihre Auswirkungen unter deutschem Recht



Präambel (1)

THIS CHARTER PARTY, made and concluded ____ this ____ day of ____

Between ____ of ____ as

***Registered Owners / *Disponent Owners / *Time Chartered Owners**
(the “Owners”)

of the Vessel described below

** delete as applicable*

Präambel (2)

“In the event of any conflict of conditions, the provisions of any additional clauses and Appendix A **shall prevail over those of the main body** to the extent of such conflict, but no further.”

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Clause 1 (d) – NAABSA

The Vessel during loading and / or discharging may lie safely aground at any safe berth or safe place where it is customary for vessels of similar size, construction and type to lie at the following [areas/ports] if so requested by the Charterers, provided it can do so without suffering damage.

The Charterers shall indemnify the Owners for any loss, damage, costs, expenses or loss of time, including any underwater inspection required by class, caused as a consequence of the Vessel lying aground at the Charterers' request.

Clause 1 (e) – Sublet

Sublet – The Charterers shall have the liberty to sublet the Vessel for all or any part of the time covered by this Charter Party, but the Charterers remain responsible for the fulfillment of this Charter Party.

Clause 2 (b) / (c) – Delivery

- (b) The Vessel on delivery shall be seaworthy and in every way fit to be employed for the intended service (...)

- (c) The Vessel's holds shall be clean and in all respects ready to receive the intended cargo, or if no intended cargo, any permissible cargo:
 - (i) On *delivery; or
 - (ii) On *arrival at first loading port if different from place of delivery

Keine „Extension of Cancelling“ Klausel

NYPE 1993 – Clause 16:

If the Owners warrant that, despite the exercise of due diligence by them, the Vessel will not be ready for delivery by the cancelling date, and provided the Owners are able to state with reasonable certainty the date on which the Vessel will be ready, they may, at the earliest seven days before the Vessel is expected to sail for the port or place of delivery, require the Charterers to declare whether or not they will cancel the Charter Party. Should the Charterers elect not to cancel, or should they fail to reply within two days, then the seventh day after the expected readiness for delivery shall replace the original cancelling date.

Clause 9 – Bunker

- (i) The Charterers on delivery, and the Owners on redelivery or any termination of this Charter Party, shall take over and pay for all bunkers remaining on board the Vessel as hereunder. The Vessel's Bunker tank capacities shall be at the Charterers' disposal. Bunker quantities and prices on delivery/redelivery to be ____.

- (ii) Time Trip Charter

- (iii) The Charterers shall not take over and pay for bunkers Remaining On Board at delivery but shall redeliver the Vessel with about the same quantities and grades of bunkers as on delivery. Any difference between the delivery quantity and the redelivery quantity shall be paid by the Charterers or the Owners as the case may be. The price of the bunkers shall be the net contract price paid by the receiving party, as evidenced by suppliers' invoice or other supporting documents.

Clause 11 (b) – Hire Payment (Grace Period)

Clause 11 (b) – Where there is failure to make punctual payment of hire due

**to oversight, negligence, errors or omissions on
the part of the Charterers or their bankers,**

the Charterers shall be given by the Owners three (3) Banking Days written notice to rectify the failure, and when so rectified within those three (3) Banking Days following the Owners' notice, the payment shall stand as punctual.

Clause 11 (c) – Hire Payment (Withdrawal)

Failure by the Charterers to pay hire due in full within three (3) Banking Days of their receiving a notice from Owners under Sub-clause 11(b) above shall entitle the Owners, without prejudice to any other rights or claims the Owners may have against the Charterers:

- i. to withdraw the Vessel from the service of the Charterers;
- ii. to damages, if they withdraw the Vessel, for the loss of the remainder of the Charter Party

Clause 11 (d) – Hire Payment (Suspension)

At any time while hire is outstanding, the Owners shall, without prejudice to the liberty to withdraw, be entitled to withhold the performance of any and all obligations hereunder and shall have no responsibility whatsoever for any consequences thereof, and Charterers hereby indemnify the Owners for all legitimate and justifiable actions taken to secure their interests, and hire shall continue to accrue and any extra expenses resulting from such withholding shall be for the Charterers' account.

Clause 17 – Off Hire

In the event of loss of time from deficiency and/or default and/or strike of officers or (...) detention by the arrest of the Vessel, (unless such arrest is caused by events for which the Charterers, **their sub-charterers**, servants, agents or sub-contractors are responsible), or (...), the payment of hire and overtime, if any, shall cease for the time thereby

Clause 23 – Liens (1) / § 566 HGB

The Owners shall have a lien upon **all cargoes, sub-hires and sub-freights** (including deadfreight and demurrage) **belonging or due to the Charterers or any sub-charterers**, for any amounts due under this Charter Party, including general average contributions, and the Charterers shall have a **lien on the Vessel** for all monies paid in advance and not earned, and any overpaid hire or excess deposit to be returned at once.

Der Zeitvercharterer hat für seine Forderungen aus dem Zeitchartervertrag ein Pfandrecht

- **an den an Bord des Schiffes befindlichen Sachen** einschließlich des Treibstoffs, soweit diese Sachen im **Eigentum des Zeitcharterers** stehen, und
- **an den Forderungen des Zeitcharterers** aus von diesem abgeschlossenen **Fracht- und Unterzeitcharterverträgen**

Clause 23 – Liens (2)

The Charterers will not directly or indirectly suffer, nor permit to be continued, any lien or encumbrance, which might have priority over the title and interest of the Owners in the Vessel. The Charterers undertake that during the period of this Charter Party, they will not procure any supplies or necessaries or services, including any port expenses and bunkers, on the credit of the Owners.

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