

Disputes on Charter Parties

Singapore

13-15 August 2014

Seminar Moderator

David Martin-Clark

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Organised by



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Cambridge Academy of Transport

Registration Form

DISPUTES ON CHARTER PARTIES

SINGAPORE • 13–15 AUGUST 2014

To register for the Disputes on Charter Parties class, complete the form below and send it the email address given below.

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Nature of business: _____
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Enclosed is a cheque Please invoice my Company I wish to pay by Credit Card (details below)

Course Fees: The fee of **USD2,800** includes all documentation, lunch on each day and coffee/tea breaks. Payment can be made by cheque, bankers draft or inter-bank transfer. Cheques should be made payable to Cambridge Academy of Transport in Sterling drawn on a Bank in the United Kingdom. Our Bank details for inter-bank transfer are:

Barclays Bank Plc, 28 Chesterton Road, Cambridge CB4 3AZ, UK
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Course Programme

Disputes on Charter Parties – Singapore 13-15 August 2014

Wednesday 13 August

Welcoming Remarks and Introduction

0900-0915

Introduction to English Maritime Law

**Session 1
0915-1000**

As an introduction to the theme of this seminar, this session and the following two up to the lunch break will provide a foundation for the seminar through a review of the basics of English maritime law covering in turn: origins of the law, contract law and the law of tort. The more detailed sessions which follow will develop the law as it applies to a number of charter party issues which are regular sources for disputes. In this, the first of the foundation lectures, the topics to be presented are:

- The Origins and Sources of English Law
- The Common Law and Equity
- The Civil Justice System and the Hierarchy of the Courts
- The Concept of Precedence

Introduction to Contract Law

**Session 2
1015-1145**

Topics for consideration:

- Elements of a Contract
- Terms of a Contract
- Factors Invalidating a Contract
- Termination of a Contract
- Remedies for Breach of Contract

Introduction to the Law of Tort

**Session 3
1200-1300**

This session will cover:

- The Tort of Negligence
- Application to Maritime Cases

Voyage, Time & Bareboat Charters + Contracts of Affreightment

**Session 4
1400-1445**

The session provides an overview of the characteristics and differences between various types of charter party. Careful consideration will also be given to law cases which affect the way in which the industry conducts its negotiations prior to a fixture.

**Sesison 5
1500-1615****Timecharter Performance Claims and Off-hire Consequences**

One of the most commonly encountered disputes between owners and Charterers relates to the speed and consumption of the vessel whilst under time charter. It is this type of dispute that can very quickly led to the end of co-operation between owners and Charterers (particularly since owners often take personally criticism of the performance of their vessels. This lecture begins with the basic legal principles involved and then deals with certain practical claim handling aspects before finally looking at remedies other than a straightforward claim for damages.

**Session 6
1630-1745****Safe Ports and Safe Berths**

Given the potential financial consequences of a vessel going into an “unsafe” area, it is most important for the parties to a contract to know on whom the responsibility for safety falls. This session will review the following main points relating to safety issues:

when is there a warranty as to safety?

- when do the charterer’s obligations regarding safety arise
- what is the definition of safety
- physical versus political safety
- duration of the obligation to safety

owner’s rights and remedies in the case of an order to an unsafe port.

Thursday 14 August**Session 7
0915-1045****Comparison of Charter Party Terms**

Each charter party brings with it a set of rights and obligations for the two parties, with some clauses conferring responsibility upon the owner and others conferring responsibility upon the charterer. While the parties are free to agree variations to the standard printed clauses, it is important that at the outset they know who would be responsible under an un-amended clause before seeking to vary it. During this session, the lecturers will focus on a number of commonly used charter parties. Participants will be asked to establish which party to the contract is responsible for certain functions/actions, identifying the relevant clause(s) which determine their respective positions.

**Session 8
1100-1230****The Defaulting Timecharterer - Late and Non-Payment of Hire**

This session will deal with perhaps the most important problem faced by an owner when fixing his vessel on timecharter: the late or non-payment of the hire. The paper will cover what constitutes a late payment and the remedies available under the charterparty for which many different clauses have been brought into use. The owner will always have to take the commercial factors into account before either terminating the charter or embarking on long-term recovery proceedings against the charterer.

**Session 9
1345-1515****Time Charters: Period and Redelivery**

The law relating to the duration of a time charter and the legitimacy or otherwise of orders given under a time charter to perform the final voyage has been developing relatively quickly during the last few years. These issues are important since ultimately, the Courts have to decide whether it is owners or charterers who have to bear the risk if, through the fault of neither party, their estimate of the charter duration is undermined by circumstances over which they have no control. Therefore, any event that affects the duration of the period may have important repercussions for both parties, the consequences of which will be considered here.

Session 10
1530-1700**Practical Laytime and Demurrage**

Laytime is one of the most disputed areas of Charter Party operations. Practical solutions to laytime problems avoid having to resort to arbitration or litigation. The purpose of this session is to show how such problems arise and how commercial compromise usually works

Friday 15 August**Session 11**
0900-1030**Bills of Lading under Voyage and Timecharter**

The session will begin with a look at some general issues, including:

- How can a charter party and a bill of lading sit side-by-side as the contract of carriage?
- Who is the carrier under the bill of lading?
- How can the charter party, or parts of it, be incorporated into the bill?
- Which charter party and what clauses have been incorporated?

Also reviewed will be those areas in which bills of lading and charter parties come into conflict and other areas where the two documents relate more successfully.

Session 12
1100-1230**Liens in Charter Parties and Bills of Lading**

This session will include the rights of the shipowner to lien cargo, freight/sub-freight and hire/sub-hire and will include an examination of the practicalities of exercising the lien.

Session 13
1400-1515**Solving Charter Party Disputes**

A practical view is given in the solving and case handling of Charter Party disputes. Using an arbitration as a Case Study example to highlight the problems associated with charter parties and bills of lading, the lecturer will invite participants to resolve the dispute, taking alternately the position of the shipowner, then the charterer.

Session 14
1530-1630**Workshop**

Please note there could be changes to either the programme or the speakers