

南洋材チャーターパーティ レイアウト改定される

— NANYOZAI CHARTER PARTY 改定趣旨書 —

社団法人 日本海運集会所
書式制定委員会

日本海運集会所書式制定委員会（委員長川越嘉三第一中央汽船特別顧問、副委員長守屋昌利三菱商事運輸・保険部長）は、1997年10月15日に開催の平成8・9年度第3回委員会において、南洋材チャーターパーティ（NANYOZAI CHARTER PARTY）のレイアウトの改定を承認した。

この改定で南洋材チャーターパーティは、コードネームを「NANYOZAI 1997」とされた。また、この改定に伴い、第I部がフィクスチャー・メモ（成約覚書）としても利用できることにより、1967年に制定された「(NANYOZAI) FIXTURE NOTE」が廃棄された。

南洋材チャーターパーティのレイアウト改定は、1997年3月19日開催の第2回書式制定委員会で決議されたもので、同委員会においてNIPPON GRAIN CHARTER PARTY (NIPPONGRAIN) 制定後の書式の制改定事業として、南洋材チャーターパーティの改定を検討したところ、書式のレイアウトのみの変更とした。

内容の改定にまでに至らなかったのは、現在南洋材の輸送がほぼ特定の商社及び船社で行われており、契約の都度南洋材チャーターパーティをもって契約書を取り交わすことがあまり多くなく、必要事項のみを成約覚書で取り交わして、その他の条件については「other terms and condition as per NANYOZAI C/P」としているため、また南洋材チャーターパーティの規定そのものをめぐる争いがほとんどないことによるものである。しかし、書式サイズが横30cm×縦約60cmと大判サイズであるため使用やファイルの際に不便であるとの指摘があった。

レイアウトのみの改定であるため今回は特別に委員会を設置せずに、事務局において作業を行うこととされた。改定後のサイズは、現在契約書式の判として世界的に統一されているA4サイズに改められ、契約の都度協議決定する事項を記入欄にまとめるボックス・レイアウトが採用されている。これによって、改定案はボックス・レイアウトをI部、規定部分をII部とする2部から構成されることになった。

なお、ボックス・レイアウトに改定されたことによる修正と、その他規定を読みやすくするため等若干の修正が行われている。それらの修正は以下のとおりである。

1 ボックス欄への記入による文言の修正

(a) 旧前文（新1条）

「IT IS THIS DAY MUTUALLY AGREED between as Owners/Chartered Owners of the Steamer/Motor Vessel」とあったが、船主名、本船名、本船明細、本船動静並びに傭船者名などはボックス欄に記入することになるので「IT IS MUTUALLY AGREED on the day and year written in Box 1 between the party mentioned in Box 2 as Owners or Chartered Owners (hereinafter

as "the Owners") ... of the Vessel named in Box 4 ...」と改定された。

(b) 旧1条

旧9行目「a full and complete/part cargo」を「a full and complete or part cargo」とした(新13行目)。旧は「full and complete」か「part cargo」かのいずれかを削除することでスラッシュを置いているが、新書式は5欄で貨物数量を記入することになり、貨物数量を選択する必要がなくなった。

(c) 不要となった文言(行ナンバーは旧のもの)

5行目 deadweight cargo, classed ..., now

9行目 as ordered by Charterers

11行目 Board Measure Feet/Cubic Meters ... % more or less at Owners' option

21行目及び27行目 Board measure Feet/ Cubic Meters

2 用語の統一

☆Owners→★the Owners； ☆Charterers→★the Charterers；

☆Vessel, the said vessel→★the Vessel；

☆the Master, the Captain→★the Master； ☆this Charter, the Charterparty→★this Charter Party； ☆to be→★shall be.

3 規定を読みやすくするために(a) (b) (c)・・・をもって項建てされた。

4 文言・見出しの修正

(a) 旧1条(新1条)

旧11行目で「...Charterers bind themselves to ship,...」とあるところの「to ship」を「to load」(新15行目)と改められた。

(b) 旧3条(新3条)

見出しの「Loading and Discharging」が規定に合わせて「Laytime for Loading and discharging」と修正された。「Lay days」は「Laytime」と修正された。

(c) 旧4条(新5条)

「lay days」は「laytime」と修正された。

滞船料又は早出料の清算地が船積港と荷揚港別であった(旧4条40~41行目)が、記入の便宜から滞船料の清算地(新5条c項)と早出料の清算地(新5条d項)で整理された。

(d) 旧9条(新10条)

見出しの「Commencement of Lay Days, Cancelling」を現在呼び慣わしている表現の「Laydays and Cancelling date」に改められた。

(e) 旧14条(新15条)

「average」を通常の呼び方である「general average」とされた。

5 分離独立

旧3条35行目にあったローテーションの規定である「Rotation of loading and discharging ports to be at Owners' option」がレイタイムの規定から分離され、4条として独立の規定とされた。

NANYOZAI 1997 (PART II)

1. Owners, Vessel, Position, Charterers, Where to load, Cargo, Destination	1	7. Overtime	72
IT IS MUTUALLY AGREED on the day and year written in Box 1 between the party mentioned in Box 2 as Owners or Chartered Owners (hereinafter as "the Owners") of the Vessel named in Box 4 with particulars stated in the same Box 4, now in the position as stated in Box 6 and expected ready to load under this Charter Party about the date as described in Box 7 and the party mentioned in Box 3 as Charterers (hereinafter as "the Charterers") that the Vessel shall, with all convenient speed, sail and proceed to the loading port or place indicated in Box 9 or so near thereto as she may safely get and lie always afloat, and there load, with her own tackle, a full and complete or part cargo of Logs as described in Box 5, which the Charterers bind themselves to load, and being so loaded the Vessel shall, with all convenient speed, proceed to the discharging port or place indicated in Box 10 or so near thereto as she may safely get and lie always afloat and there deliver the said cargo in the customary manner.	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	(a) Overtime for loading and discharging shall be for account of the party ordering the same.	73 74
2. Freight	20	(b) If overtime ordered by Port Authorities or any other Governmental Agencies, the Charterers shall pay extra expenses incurred.	75 76 77
(a) Freight shall be prepaid on Bills of Lading quantity as specified in Box 11.	21 22	(c) Officers' and crew's overtime shall always be paid by the Owners.	78 79
(b) Freight shall be considered as earned upon completion of loading, the Vessel and/or cargo lost or not lost.	23 24	8. Deck Cargo	80
3. Laytime for Loading and Discharging	25	The Owners shall have the option to load cargo on deck at the Charterers' risk within the limit of the Vessel's seaworthiness, in which case the Owners shall not be responsible for wash away and/or any other damage to on-deck cargo.	81 82 83 84
(a) Cargo shall be loaded at the average rate stated in Box 12 per weather working day of 24 consecutive hours, Sundays and Holidays excepted unless used.	26 27 28	9. Days on Demurrage	85
(b) Laytime shall commence at 1 p.m. if notice of readiness to load is given at or before noon and at 6 a.m. next working day if notice given after noon unless worked sooner whereupon laytime shall begin.	29 30 31 32	(a) Number of days of 24 running hours on demurrage for loading stated in Box 16 shall be allowed the Charterers at loading port(s).	86 87 88
(c) Notice of readiness at loading port(s) shall be given during office hours to the Charterers or their nominees stated in Box 9.	33 34 35	(b) Should the Charterers be unable to load within the above period, the Vessel shall have the liberty to sail with the cargo then on board, the Charterers paying the dead-freight and demurrage incurred.	89 90 91 92
(d) Cargo shall be discharged at the average rate stated in Box 13 per weather working day of 24 consecutive hours, Sundays and Holidays excepted unless used.	36 37 38	10. Laydays and Cancelling Date	93
(e) Laytime shall commence at 1 p.m. if notice of readiness to discharge is given at or before noon and at 6 a.m. next working day if notice given after noon unless worked sooner whereupon laytime shall begin.	39 40 41 42	(a) Laydays shall not commence before the date stated in Box 8.	94 95
(f) Notice of readiness at discharging port(s) shall be given during office hours to the Charterers or their nominees stated in Box 10.	43 44 45	(b) Should the Vessel not be ready to load (whether in berth or not) at or before noon on the cancelling date stated in Box 8, the Charterers shall have the option of cancelling this Charter Party; such option shall be declared, if demanded, at least 48 hours before the Vessel's expected arrival at the port of loading.	96 97 98 99 100 101
(g) Time lost in waiting for berth shall count as laytime.	46	11. Owners' Responsibility and Exemption	102
(h) Laytime for loading and discharging shall be non-reversible.	47	(a) The Owners shall, before and at the beginning of the voyage, exercise due diligence to make the Vessel seaworthy and properly manned, equipped and supplied and to make the holds and all other parts of the Vessel in which cargo is carried fit and safe for its reception, carriage and preservation.	103 104 105 106 107 108
4. Rotation	48	(b) The Owners shall properly and carefully handle, carry, keep and care for the cargo.	109 110
Rotation of loading and discharging ports shall be at the Owners' option.	49 50	(c) The Owners shall not be liable for loss of or damage to the cargo arising or resulting from: unseaworthiness, unless caused by want of due diligence on the part of the Owners to make the Vessel seaworthy, and to secure that the Vessel is properly manned, equipped and supplied, and to make the holds and all other parts of the Vessel in which cargo is carried fit and safe for its reception, carriage and preservation.	111 112 113 114 115 116 117 118
5. Demurrage and Despatch Money	51	(d) The Owners shall not be responsible for loss of or damage to the cargo arising or resulting from: act, neglect or default of the Master, mariner, pilot, or the servants of the Owners in the navigation or in the management of the Vessel; fire, unless caused by the actual fault or privity of the Owners; perils, dangers and accidents of the sea or other navigable waters; act of God; act of war; act of public enemies; arrest or restraint of princes, rulers or people, or seizure under legal process; quarantine restrictions; act or omission of the Charterers or of the shippers or owners of the cargo, their agents or representatives; strikes or lock-outs or stoppage or restraint of labor from whatever cause, whether partial or general (provided that nothing herein contained shall be construed to relieve the Owners from responsibility for their own acts); riots and civil commotions; saving or attempting to save life or property at sea; wastage in bulk or weight or any other loss or damage arising from inherent defect, quality or vice of the cargo; insufficiency of packing; insufficiency or inadequacy of marks; latent defects not discoverable by due diligence; any other cause arising without the actual fault or privity of the Owners or without the fault of the agents or servants of the Owners.	119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141
(a) Demurrage shall be paid to the Owners at the rate as agreed in Box 14 per day of 24 running hours or pro rata for any part thereof, payable day by day, for all time used in excess of laytime at loading or discharging port(s).	52 53 54 55	12. Responsibility for Cargo	142
(b) Despatch Money shall be paid to the Charterers at the rate as agreed in Box 15 per day of 24 running hours or pro rata for any part thereof for laytime saved at loading or discharging port(s).	56 57 58 59	The Owners shall not be responsible for split, chafing and/or damage unless caused by the negligence or default of the Master or crew.	143 144 145
(c) Demurrage at loading port(s) and/or at discharging port(s) shall be settled at the place stated respectively in Box 14.	60 61		
(d) Despatch Money at loading port(s) and/or at discharging port(s) shall be settled at the place stated respectively in Box 15.	62 63 64		
6. Free In and Out	65		
(a) The Charterers shall load, stow and discharge the cargo free of risks and expenses to the Owners. The Charterers shall have the liberty of working all available hatches.	66 67 68		
(b) The Vessel shall provide motive power, winches, gins and falls at all times and, if required, shall supply light for night work on board free of expenses to the Charterers.	69 70 71		

NANYOZAI 1997 (PART II)

13. Stevedore Damage	146		
(a) The Charterers shall be responsible for proved loss of or damage (beyond ordinary wear and tear) to any part of the Vessel caused by stevedores at both ends.	147 148 149		lock-out. On delivery of the cargo at such port(s), all conditions of this Charter Party and of the Bill of Lading shall apply and the Vessel shall receive the same freight as if she had discharged at the original port(s) of destination.
(b) Such loss or damage, as far as apparent, shall be reported by the Master to the Charterers, their agents or their stevedores within 24 hours after occurrence.	150 151 152		219 220 221 222 223
14. Deviation	153		
The Vessel shall have the liberty to call at any port or ports en route, to sail without pilot, to tow and/or assist vessels in all situations, and to deviate for the purpose of saving life and/or property or for bunkering purposes or to make any reasonable deviation.	154 155 156 157 158		
15. Owners' Lien	159		
(a) The Owners shall have a lien on the cargo for all freight, dead-freight, demurrage, damages for detention, general average and all and every other sum of money which may become due to the Owners under this Charter Party.	160 161 162 163		
(b) The Charterers shall remain responsible for above sum only to such extent as the Owners have been unable to obtain payment thereof by exercising the lien on the cargo.	164 165 166		
16. Measurement	167		
Cargo shall be measured by official measurers or sworn measurers according to Brereton Scale/Hoppus Scale before loading.	168 169 170		
17. Bills of Lading	171		
The Master shall sign Bills of Lading at such rate of freight as presented without prejudice to this Charter Party, but should the freight by Bills of Lading amount to less than the total chartered freight, the difference shall be paid to the Owners in cash on signing Bills of Lading.	172 173 174 175 176		
18. General Average	177		
General average shall be adjusted and settled at the place indicated in Box 17, according to the York-Antwerp Rules, 1994 or any modification thereof.	178 179 180		
19. Agency	181		
In every case the Owners shall appoint their agents both at loading and discharging port(s).	182 183		
20. Strike Clause	184		
(a) Neither the Charterers nor the Owners shall be responsible for the consequences of any strikes or lock-outs preventing or delaying the fulfilment of any obligations under this Charter Party.	185 186 187 188		
(b) If there is a strike or lock-out affecting the loading of the cargo or any part of it at the time when the Vessel must start on or during her voyage to the port(s) of loading, the Charterers or the Owners shall have the option of cancelling this Charter Party.	189 190 191 192 193		
(c) If such strike or lock-out is going on at or occurs after the Vessel's arrival at port(s) of loading, the Charterers have the right either to keep the Vessel waiting paying full demurrage or to cancel this Charter Party. Such cancellation shall take place within 24 hours after the Vessel's arrival or 24 hours after the subsequent occurrence of such strike or lock-out.	194 195 196 197 198 199 200		
(d) If part of the cargo has then already been loaded, the Owners must proceed with same if requested by the Charterers, having the liberty to complete with other cargo at the same loading port or any other nearby port(s) for the same destination or any other nearby port(s) for their account.	201 202 203 204 205 206		
(e) If there is a strike or lock-out affecting the discharge of the cargo at the time of the Vessel's arrival at or off the port(s) of discharge, or occurring after the Vessel's arrival, the Charterers shall have the option of keeping the Vessel waiting until such strike or lock-out is at an end against paying half the demurrage for the time the Vessel is delayed or, of ordering the Vessel to nearby safe port(s) where she can safely discharge her cargo without risk of being detained by strike or lock-out, against paying all extra expenses incurred; such option shall be declared within 36 hours after the arrival at or off the port(s) of discharge or the subsequent occurrence of the strike or	207 208 209 210 211 212 213 214 215 216 217 218		
21. General War Clause	224		
(a) If the nation under whose flag the Vessel sails should be engaged in war and the safe navigation of the Vessel should thereby be endangered either party shall have the option of cancelling this Charter Party, and if so cancelled, cargo already shipped shall be discharged either at the port(s) of loading or at the nearest safe place at the risk and expense of the Charterers.	225 226 227 228 229 230 231		
(b) If owing to outbreak of hostilities the cargo loaded or to be loaded under this Charter Party or part thereof becomes contraband of war whether absolute or conditional or liable to confiscation or detention according to international law or the proclamation of any of the belligerent powers, each party shall have the option of cancelling this Charter Party as far as such cargo is concerned, and the contraband cargo already loaded shall then be discharged either at the port(s) of loading or at the nearest safe place at the expense of the Charterers. The Owners shall have the right to fill up with other goods instead of the contraband.	232 233 234 235 236 237 238 239 240 241 242		
(c) Should any port(s) where the Vessel has to load under this Charter Party be blockaded, this Charter Party shall be null and void with regard to the goods to be shipped at such port(s).	243 244 245 246		
(d) No Bills of Lading shall be signed for any blockaded port(s), and if the port(s) of destination is declared blockaded after Bills of Lading have been signed, the Owners shall discharge the cargo either at the port(s) of loading, against payment of the expenses of discharge if the Vessel has not sailed thence or, if sailed, at any safe port(s) on the way as ordered by the Charterers or if no order is given at the nearest safe place against payment of full freight.	247 248 249 250 251 252 253 254 255		
22. Both-to-Blame Collision Clause	256		
(a) If the Vessel comes into collision with another ship as a result of the negligence of the other ship and any act, neglect or default of the Master, mariner, pilot or the servants of the Owners in the navigation or in the management of the Vessel, the owners of the cargo carried hereunder will indemnify the Owners against all loss or liability to the other or non-carrying ship or her owners insofar as such loss or liability represents loss of or damage to, or any claim whatsoever of the owners of said cargo, paid or payable by the other or non-carrying ship or her owners to the owners of said cargo and set off, recouped or recovered by the other or non-carrying ship or her owners as part of their claim against the carrying Vessel or the Owners.	257 258 259 260 261 262 263 264 265 266 267 268 269 270		
(b) The foregoing provisions shall also apply where the owners, operators or those in charge of any ship or ships or objects other than, or in addition to, the colliding ships or objects are at fault in respect to a collision or contact.	271 272 273 274		
23. Indemnity	275		
Indemnity for non-performance of this Charter Party shall be proved damages.	276 277		
24. Sublet	278		
The Charterers shall have the option of subletting whole or part of the Vessel, they remaining responsible for due fulfilment of this Charter Party.	279 280 281		
25. Arbitration	282		
Any dispute arising from this Charter Party shall be submitted to arbitration held in Tokyo by the Tokyo Maritime Arbitration Commission (TOMAC) of The Japan Shipping Exchange, Inc., in accordance with the Rules of TOMAC and the award given by the arbitrators shall be final and binding on both parties.	283 284 285 286 287		
26. Charter Party Holder	288		
This Charter Party has been signed by both parties and shall be in the custody of the Owners.	289 290		