



CLYDE&CO

**“The Voyage Charterparty and The Time Charterparty
– selected issues”**

CLYDE & Co. SEMINAR

Szczecin, 23rd February 2016

PROGRAMME

10.00 - 10.10 Chairman’s introduction (Marek Czernis - Marek Czernis & Co. Law Office)

10.10 – 10.40 Eurof Lloyd-Lewis, Partner, Clyde & Co.

1. Starting point to calculation of lay time
 - “arrived ship”
 - berth, dock, port C/P
 - clauses shifting risk from Owner to Charterers [“Hull clause; “reachable berth”, “time lost waiting for berth clause”, “WIBON”]
2. Readiness to load/discharge

10.40 – 11.10 Simon Jackson, Partner, Clyde & Co.

1. Duration of lay time
 - calculation of lay time
 - suspension of lay time

- completion of lay time

2. Demurrage

- “once on demurrage always on demurrage”

3. Damages for detention

- remoteness of damages
- measures of damages

11.10 - 11.40 Coffee break

11.45 – 12.30 Eurof Lloyd-Lewis, Partner, Clyde & Co.

1. Payment of hire

- payment in cash
- payment in advance

2. Deduction from hire

- expressis verbis C/P provisions
- implied terms of deduction
- no right for deduction
- equitable right of set-off;
- “The Nanfri”
- position after “The Nanfri”

3. Right of withdrawal vessel for non-payment of hire

- general principles at common law
- contractual right of withdrawal
- strict approach in interpretation of “withdrawal clauses”
- anti-technicality clauses
- effect of exercise of right of withdrawal

12.30 – 13.30 Lunch break

13.35 – 14.35 Simon Jackson, Partner, Clyde & Co.

The off hire clauses

1. General characterization [e. g. Baltime form CI.11A and NYPE form 1946 (CI.15)]

- “no fault clause”
- “or by any other cause preventing the full working of the vessel”

2. Period of hire clause

- period of hire clause
- “net loss of time”
- “making – up last ground”

3. Effect of the operation of the off-hire clause

14.35 – 15.00 Questions & Answers