

CHAMBER OF SHIPPING FERTILISERS CHARTER, 1942.

Adopted by the Documentary Council of the Baltic and International Maritime Conference.

Amended 1st Jan. 1950.

Amended 28th July 1950.

CODE NAME
"FERTICON"

19

IT IS THIS DAY MUTUALLY AGREED
BETWEEN _____ Owners 1

of the good Steamship called the _____
of _____ tons gross register _____
tons deadweight _____ 2
exclusive of bunkers, or thereabouts, now _____
and expected ready to load about _____ 3
and laydays not to commence before _____
unless used _____ 4
and _____ Charterers; 5

Loading port. 1. That the said Vessel shall, with all
convenient speed, proceed to _____ 6

Cargo. (or so near thereunto as she may safely get
and safely lie, afloat or aground,) and
there load at a safe berth a full and
complete cargo of _____ 7

which the said Charterers bind themselves
to ship, not exceeding what the Vessel can
reasonably stow and carry over and above
fuel for bunkers _____ 8
and Vessel's use, her tackle, apparel,
provisions and furniture. 9

Destination. Being so loaded the Vessel shall
proceed with all convenient speed to _____ 10

Freight. (or so near thereunto as she may safely
get and safely lie, afloat or aground,) and
there deliver the cargo at a safe
berth on being paid freight in
cash, British Sterling, at the
controlled rate of _____ 11
per ton of 20 cwts., intaken weight, or 12

ČARTER O GNOJIVIMA BRODARSKE KOMORE, 1942.

Usvojeno od Odbora
za dokumentaciju Bal-
tičke i Medjunarodne
pomorske konferencije.

19

Nadopunjeno 1.siječnja 1950.

Nadopunjeno 28.srpna 1950.
IME PO KODU
"FERTICON"

DANAS JE SPORAZUMNO UGOVORENO
IZMEDJU _____ vlasnika 1

dobrog parobroda po imenu _____
od _____ brutto regalarskih tona _____
tona ukupne nosivosti _____ 2
isključivši zalihe pogonskog materijala,
ili ostale, sada _____
i očekivano spremna za ukrcaj oko _____ 3
i stožnice ne počinju prije _____
ukoliko nisu upotrijebljene _____ 4
i _____ naručitelji; 5

Luka ukrcaja. 1. Navedeni brod otplovit će odgova-
rajućom brzinom do _____ 6
Teret. (ili tako blizu da može sigurno stići i
sigurno pristati, plivajući ili ležeći na
dnu) i tamo ukrcati na sigurnom vezu pun i
potpun teret _____ 7
koji se navedeni naručitelji obavezuju da
ukrcaju, ne prelazeći količinu koju brod
može razumno složiti i prevesti osim zaliha
pogonskog materijala _____ 8
za potrebe broda, njegovog čekrka, opreme,
namirnica i namještaja. 9

Odredište. Tako nakrcan brod će otploviti
odgovarajućom brzinom do _____ 10

Vozarina. (ili tako blizu da može sigurno stići i
sigurno pristati, plivajući ili ležeći na
dnu) i tamo predati teret na sigurnom
vezu, plaćajući vozarinu u _____ 11
gotovini, britanskim funtama, prema
vozarskom stavu od _____ 12

po toni od 20 cwt., primljene težine, ili
predane

in the case of cargo measuring over 45 cubic feet to the ton, on the Vessel's cubic grain capacity of 45 cubic feet to the ton, but not exceeding the Vessel's deadweight cargo capacity, in full of all port charges, pilotages and harbour dues on the Vessel, the Charterers paying all dues and duties on the cargo. 13

The freight shall be paid at _____ by _____ 16

Notice. Whenever possible, the Master or Owners to give Charterers or their agents, three clear working days' notice of probable readiness to load and quantity of cargo required unless the Vessel is already in the loading port when chartered. 17

Cancelling date. 2. Should the Vessel not be ready to load by _____ the Charterers shall have the option of cancelling this charter. 19

Rate of loading, discharging, running hours, weather permitting. etc. 3. (a) The Cargo shall be loaded _____ and discharged in _____ 21

(b)^x Time shall not count between noon on Saturday and 8 a.m. on Monday, nor between 5 p.m. (noon if Saturday) on the last working day preceding a legal holiday and 8 a.m. on the first working day thereafter, unless used or the Vessel is already on demurrage. 22

Time shall begin to count from berthing at each port, but not between the hours of 5 p.m. and 8 a.m. on a weekday or during any of the periods above excepted, unless used or (at discharging port) the Vessel arrives already on demurrage. 23

In the event of a berth to which the Vessel can forthwith proceed on arrival in the port not being available or of an insufficiency of water 26

^x - Section (b) paras. 1 & 2 to be altered as necessary according to local conditions.

u slučajevima ako teret zaprema preko 45 kubičnih stopa po toni, po kubičnoj zapremnini broda za žitarice od 45 kubičnih stopa po toni, ali ne prelazeći korisnu nosivost broda, uključujući sve lučke takse, pristojbe za pilotiranje i za pristanište koje terete brod, a naručitelji će platiti sve pristojbe i carine za teret. 13

Vozarina će biti plaćena u _____ od _____ Kadgod to bude moguće, zapovjednik ili vlasnik će dati naručiteljima ili njihovim agentima tri puna radna dana unaprijed obavijest o vjerojatnoj spremnosti za krcanje i potrebnu količinu tereta, ukoliko se brod već kad je naručen ne nalazi u luci krcanja. 14

Datum brisanja. 2. Ukoliko brod nije spreman za ukrcavanje do _____ naručitelji imaju izbor da odustanu od ovog čartera. 15

vrijeme ukrcavanja, iskrcavanja, itd. 3. (a) Teret će biti ukrcavan _____ i iskrcavan _____ tekućih sati, ukoliko vrijeme dopusti. 16

(b)^x Neće se računati vrijeme izmedju podneva u subotu i do 8^h u ponedjeljak, niti izmedju 5^h popodne (podne ukoliko je subota) zadnjeg radnog dana koji dolazi prije zakonskog praznika i 8^h ujutro prvog radnog dana nakon toga, ukoliko nije upotrijebljeno i ukoliko se brod ne nalazi u prekostojnicama. 17

Vrijeme će se početi računati od vezivanja u svakoj luci, ali ne izmedju 5^h popodne i 8^h ujutro radnog dana ili za vrijeme svakog od razdoblja gore isključenog, ukoliko nije upotrijebljeno (u luci iskrcaja) ili ukoliko brod već stigne u prekostojnicama. 18

Ukoliko vez ne bude odmah sloboden kad je brod došao u luku ili kad je nedovoljno vode 19

^x - Odjeljci (b) čl. 1 i 2 mogu biti izmijenjeni ako bude potrebno u skladu s mjesnim prilikama. 20

to enable the Vessel to berth on arrival, the Vessel shall be deemed to be in berth from first high water after arrival off the berth and time shall begin as above.	27
But if prevented from entering port, harbour or docks, or from arriving at or off the loading or discharging place, by reason of congestion	28
of shipping or shore traffic not due to strikes, lock-outs, civil commotions, frosts, floods, storms, bad weather, or accidents, the Vessel shall be regarded as if ready in berth from first high water on or after arrival at or off the port, or so near thereunto as she may be permitted to approach,	29
and time shall begin as above, but the actual time occupied in moving from the place of stoppage to the actual place of loading or discharge	30
shall not count as lay time.	31
Loading, etc.	32
4. The cargo shall be loaded, stowed, trimmed and discharged by the Charterers free of expense and risk to the Vessel, but under the	33
supervision of the Master.	34
The Vessel shall give the use of winches and steam or power for same, if required, but not exceeding their ordinary capacity.	35
Bulk cargoes.	36
For bulk cargoes the Charterers shall provide sufficient cargo in sacks to secure the cargo to the satisfaction of the Master.	37
Dunnage, etc.	38
Any mats and/or wood required by the Master for dunnage, separation, etc., shall be supplied by the Charterers at their expense.	39
Charterers to have the use of any dunnage that may be on board the Vessel.	40
Tallying, etc.	41

da se brod veže po dolasku, smatrati će se da je brod na vezu od prve visoke vode iza prispijeća broda pred vez i vrijeme	27
će se računati kao i gore.	28
Ali ako bude spriječen da udje u luku, pristan ili dokove, kod dolaska ili odlaska na mjesto ukrcaja ili iskrcanja zbog zakrčenosti	29
brodovima ili obalnim prometom, koji nisu prouzročeni štrajkom, lokautom, gradjanskim neredima, zamrzavanjem, poplavama, olujama, lošim vremenom, ili nezgodama, brod će se	30
smatrati spremnim na vezu od prve visoke vode po dolasku i odlasku iz luke, ili tako blizu kako mu je moguće da se približi	31
i vrijeme će početi teći kao gore, ali stvarno vrijeme utrošeno na premještanje s mjesta zaustavljanja na stvarno mjesto ukrcavanja ili iskrcavanja	32
neće se računati u stojnice.	33
4. Naručitelji će ukrcati, složiti, poravnati i iskrcati teret slobodno od troškova i rizika za brod, ali pod nadzorom zapovjednika.	34
Brod će dati upotrebu vinčeva i pare ili energije za njih, ako se zahtije java, ali ne prelazeći njegov redovni kapacitet.	35
Rasuti tereti.	36
Za rasute terete naručitelji će pribaviti dovoljno tereta u vrećama da osiguraju teret na zadovoljstvo zapovjednika.	37
Sve rogožine i/ili drvo koje zahtijeva zapovjednik za razdjelne daske, separaciju, itd., dobavit će naručitelji na svoj trošak.	38
Naručitelji se mogu koristiti svim razdjelnim daskama koje se zateknu na brodu.	39
5. Izjava zapovjednika ili prvog oficira da je sav ukrcani teret izručen primaocima, bit će, i uzet će se kao potpun dokaz te činjenice, ukoliko prije iskrcavanja primaoci ne daju zapovjedniku pismenu obavijest	40
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their intention to tally the cargo, and unless such tally is in fact taken at the Vessel's hatchways.	42
Deck cargo.	
6. In the event of any agreement to carry cargo on deck, the quantity shall be in the Master's discretion and cargo so carried shall be at the risk of the owner of such cargo.	43
	44
Bill of Lading.	
7. The Master or his agent shall sign Bills of Lading in the "BRITCONT" form, at any rate of freight required by the Charterers or their agents, without prejudice to this charter party, but at not less than the chartered rate.	45
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Strikes, etc.	
8. Neither the Charterers nor the Shipowners shall be responsible for the consequences of any strikes or lock-outs preventing or delaying the fulfilment of any obligations under this charter unless the Vessel is already on demurrage, in which case demurrage shall accrue notwithstanding such strikes or lock-outs. A strike or lock-out of the Shipper's or Receiver's men shall not prevent demurrage accruing if by the use of reasonable diligence he could have obtained other suitable labour.	47
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If there is a strike or lock-out which in the opinion of the Master or Shipowners may affect the loading of the cargo, or any part of it, when the Vessel is ready to proceed from her last port or at any time during the voyage to the port or ports of loading or after her arrival there, the Master or Shipowners may ask the Charterers to declare that they agree to reckon the laydays as if there were no strike or lock-out. Unless such declaration in writing (by telegram, if necessary) is received by the Shipowners within 24 hours (Sundays and holidays excepted) after Charterers receive the request the Shipowners shall have the option of cancelling this charter. If part cargo has already been loaded, the Vessel	51
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o njihovoj namjeri da broje teret i ukoliko takovo brojenje nije stvarno poduzeto na brodskim grotlima.	42
Teret na palubi.	
6. U slučaju bilo kakvog sporazuma o prijevozu tereta na palubi, njegova će količina biti zavisna o odluci zapovjednika i prijevoz tereta vršit će se na rizik vlasnika takvog tereta.	43
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Teretnica.	
7. Zapovjednik ili njegov agent potpisat će teretnice u obliku "BRITCONT" u svakom iznosu vozarine kakav budu tražili naručitelji ili njihovi agenti, ne prejudicirajući ovu čarter-partiju, ali ne manje od ugovorenog iznosa.	45
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Štrajkovi, itd.	
8. Ni naručitelji ni brodovlasnici neće biti odgovorni za posljedice štrajkova ili lokauta koji bi spriječili ili odgodili ispunjenje bilo koje obaveze po ovom čarteru ukoliko brod već nije u prekostojnicama, u kojem će slučaju prekostojnice teći bez obzira na štrajkove i lokaute. Štrajk ili lokaut krcateljevih ili primaočevih ljudi neće spriječiti tok prekostojnica ako se upotrebom razumne pažnje mogla dobiti druga prikladna radna snaga.	47
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Ukoliko, prema mišljenju zapovjednika ili brodovlasnika, postoji štrajk ili lokaut koji bi mogao utjecati na krcanje tereta, ili nekog njegovog dijela, kad je brod spremjan da otplovi iz svoje zadnje luke, ili u svako doba za vrijeme putovanja u luku ili luke krcanja, ili nakon njegovog prispijeća tamo, zapovjednik ili brodovlasnici mogu tražiti od naručitelja da dadu izjavu da pristaju da se računaju stojnice kao da nema štrajka ili lokauta. Ukoliko takovu pismenu izjavu (telegramom ako je potrebno) ne prime brodovlasnici u roku od 24 sata (izuzimajući nedjelje i blagdane) nakon što su naručitelji primili zahtjev, brodovlasnici imaju mogućnost odustanka od čartera. Ukoliko je dio tereta već ukrcan, brod	51
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may proceed with same (freight payable on loaded quantity only) having liberty to complete with other cargo for the Shipowners' account at any port for any port or ports whether such ports are in the course of the chartered voyage or not. 56
In the event of a strike or lock-out at the port of discharge which might in the opinion of the Master or Shipowners delay the Vessel 57
berthing or the discharge or delivery of the cargo, the Shipowners shall have the right to suspend the voyage should such strike still exist when the Vessel is ready at or off the loading port outside the radius of port dues and to make an intermediate coasting voyage or voyages until the strike or lock-out has ended. Should the Shipowners elect to suspend the voyage they shall give to the Charterers not less than 5 days written notice of the date on which they expect the Vessel to be available at the loading port to perform the voyage under this charter. The Charterers shall within 36 hours of receipt of this notice declare whether they desire to cancel the charter or whether the Vessel is to be brought to the loading port and fulfil the charter. From 2 p.m. on Saturday to 9 a.m. on Monday shall be excluded from the said period of 36 hours.

Demurrage.
9. If the Vessel is detained longer than the time allowed for loading and/or discharging, demurrage shall be paid at £ _____ per running day for the first three days and thereafter at £ _____ per running day and pro rata. 64

Agents.
10. The Vessel shall be reported and/or cleared at the Custom House at loading and discharging ports by the Shipowners' agents. 67

Exceptions,
etc.
11. The Shipowners in all matters arising under or affecting this contract (including matters before loading or after discharge) shall be 68

može otploviti s njim (vozarna se plaća samo na ukrcanu količinu) imajući slobodu dopuniti se drugim teretom na račun brodovlasnika u svakoj luci za svaku luku ili luke bilo da se one nalaze na pravcu ugovorenog putovanja ili ne. 56
U slučaju štrajka ili lokauta u luci iskrcaja koji po mišljenju zapovjednika ili brodovlasnika može odložiti brodu 57
privezivanje ili iskrcavanje ili isporuku tereta, brodovlasnici imaju pravo da obustave putovanje ukoliko takav štrajk potraje dok 58
je brod spremam u luci ili iz luke ukrcaja izvan radiusa lučkih pristojbi i da poduzmu obalno putovanje ili putovanja dok 59
štrajk ili lokaut ne svrši. Ukoliko brodovlasnici izaberu obustavu putovanja, oni trebaju dati naručiteljima najmanje 5 dana prije pismenu obavijest o datumu kojega očekuju da će brod biti spremam da u luci krcanja ispuni putovanje prema ovom čarteru. Naručitelji će u roku od 36 sati od prijema takove obavijesti izjaviti da li žele da odustanu od čartera, ili žele da brod dodje u luku krcanja i da ispuni čarter. Od 2^h popodne u subotu do 9^h ujutro u ponedjeljak neće se računati navedeni rok od 36 sati. 60
Prekostojnice. 9. Ukoliko se brod zadrži dulje od vremena dopuštenog za ukrcaj i/ili iskrcaj, prekostojnice će se plaćati £ _____ po tekućim danima za prva tri dana, a nakon toga £ _____ po tekućim danima i dijelovima dana. 61
Agenti.
Izuzevi, itd. 62
10. Brodovlasnikovi agenti će prijaviti i/ili carinisti brod na carinarnici u lukama ukrcaja i iskrcaja. 63
11. Brodovlasnici će u svim slučajevima koji nastaju ili djeluju na taj ugovor (uključujući slučajeve prije ukrcavanja i poslije iskrcavanja) biti 64

entitled to the like privileges and rights and immunities as are contained in Sections 2 and 5 of the Carriage of Goods by Sea Act, 1924, and in	69
Article IV of the Schedule thereto (see back) as being agreed terms of this contract. This charter party shall be deemed to be a contract for the carriage of goods by sea to which the said Sections and the said Article apply.	70
In the case of goods loaded at a port in Holland, the contract contained in this charter party shall be subject to Article 47o of the Maritime Code of the Netherlands and if and to the extent that any term of this charter party is contrary thereto such term shall pro tanto be null and void.	71
Liberties.	
12. The Vessel shall have liberty to sail without pilots, to call at any port or ports in any order for fuel, supplies or any purpose whatsoever, to tow and be towed, to assist vessels in distress, to make trial trips after notice, and adjust compasses, all as part of the contract voyage. Salvage shall be for the Shipowners' benefit.	72
Lien.	
13. The Shipowners shall have a lien upon the cargo for all freight, dead freight, demurrage, average, and all other charges whatsoever.	73
War.	
14. (1) No Bills of Lading to be signed for any blockaded port and if the port of discharge be declared blockaded after Bills of Lading have been signed, or if the port to which the ship has been ordered to discharge either on signing Bills of Lading or thereafter be one to which the ship is or shall be prohibited from going by the Government of the Nation under whose flag the ship sails or the United Kingdom Government or by any other Government, the owner shall discharge the cargo at any other port covered by this charter party as ordered by the Charterers	74
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ovlašteni da se služe svim povlasticama, pravima i oslobođenjima kako su sadržani u odjeljcima 2 i 5 Carriage of Goods by Sea Act, 1924, i u	69
članku IV njegovog Dodatka (vidi stražnju stranu) kao ugovoreni uglavci ovoga ugovora. Ova čarter-partija smatraće se ugovorom	70
o prijevozu stvari morem na koji će se primjenjivati spomenuti odjeljci i spomenuti članci.	71
U slučajevima kad je teret ukrcan u nizozemskoj luci, ugovor koji sadržava ova čarter-partija ravnat će se prema članku 47o Pomorskog	72
zakonika Nizozemske tako i u tom opsegu da svaki uglavak ovog čartera suprotan njemu bude pro tanto bez ikakve valjanosti.	73
12. Brod je ovlašten da plovi bez pilota, da pristane u svakoj luci ili lukama bilo kojim redom zbog narudžbe goriva, zaliha ili	74
bilo kojeg drugog cilja, da tegli i da bude tegljen, da pomaže brodovima u nevolji, da pravi pokusne plovidbe nakon obavijesti i kompenzira kompase, sve kao dio	75
putovanja prema ugovoru. Nagrada za spasavanje ići će u korist brodovlasnicima.	76
13. Brodovlasnici će imati pravo zaloga na teretu za čitavu vozarinu, mrtvu vozarinu, prekostojnice, avarije, i bilo koje druge troškove.	77
14. (1) Teretnice se neće potpisivati za bilo koju blokiraju luku iako je luka iskrcaja proglašena blokiranim nakon što su teretnice bile potpisane, ili ako je luka u koju je brod bio upućen za iskrcaj, ili za vrijeme potpisivanja teretnice, ili nakon toga jedna od onih koje su ili će biti zabranjene za brod od strane Vlade zemlje čiju zastavu brod vije, ili Vlade Ujedinjenog Kraljevstva, ili bilo koje druge Vlade, vlasnik će iskrcati teret u bilo kojoj drugoj luci pokrivenoj ovom čarter-partijom po uputi naručiteija	78
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(provided such other port is not a blockaded or prohibited port as above mentioned) and shall be entitled to freight as if the ship had discharged at the port or ports of discharge to which she was originally ordered.	82 83
(2) The ship shall have liberty to comply with any orders or directions as to departure, arrival, routes, ports of call, stoppages, destination, delivery or otherwise howsoever given by the Government of the Nation under whose flag the vessel sails or the United Kingdom Government or any department thereof, or any person acting or purporting to act with the authority of such Government or of any department thereof, or by any committee or person having, under the terms of the War Risk Insurance on the ship, the right to give such orders or directions and if by reason of and in compliance with any such orders or directions anything is done or is not done, the same shall not be deemed a deviation, and delivery in accordance with such orders or directions shall be a fulfilment of the contract voyage and the freight shall be payable accordingly.	84 85 86 87 88 89
Average.	90
15. General Average (if any) shall be settled according to the York-Antwerp Rules, 1950.	
Brokerage.	91 92
16. _____ per cent. Brokerage upon the gross amount of freight and deadfreight is due by the Shipowners upon shipment of cargo to _____	
Arbitration.	93 94 95 96
17. Any dispute arising under this charter shall be settled in accordance with the provisions of the Arbitration Act 1950 in London, each party appointing an Arbitrator, and the two Arbitrators in the event of disagreement appointing an Umpire whose decision shall be final and binding upon both parties hereto. The Arbitrators shall be commercial men.	
Vessel's deadweight for demurrage purposes is _____ tons	

(ukoliko takva druga luka nije blokirana ili zabranjena kao luka kao što je gore navedeno) i imat će pravo na vozarinu kao da je brod iskrcao u luci ili u lukama iskrcaja u koje je bio prvo bitno upućen.	82 83
(2) Brod je ovlašten podvrći se svakoj uputi ili naredbi koje se tiču odlaska, dolaska, ruta, usputnih luka, zastoja, odredišta isporuke ili bilo čega drugoga, a koje je izdala Vlada države čiju zastavu brod vije, ili Vlada Ujedinjenog Kraljevstva ili svako njeno ministarstvo, ili svaka osoba koja djeluje ili se prikazuje da djeluje s ovlaštenjem te Vlade ili bilo kojeg njenog ministarstva, ili bilo kojeg odbora ili osobe koja ima pod uglavcima osiguranja ratnog rizika na brodu prava da daje takove upute i naredbe, i ako zbog razloga i zbog podvrgavanja takovim uputama i razlozima nešto bude učinjeno ili ne učinjeno, to se neće smatrati skretanjem, i isporuka u skladu s takovim uputama ili naredbama značit će ispunjenje ugovorenog putovanja i u skladu s tim platit će se vozarina.	84 85 86 87 88 89
15. Zajednička avarija (ukoliko do nje dodje) uređit će se u skladu s York-Antverpskim pravilima, 1950.	90
16. _____ posto. Brodovlasnici su dužni meštarinu od brutto procjene visine vozarine i mrtve vozarine nakon ukrcaja tereta za _____	91 92
17. Svaki spor koji nastane po ovom charteru bit će rješavan u skladu s odredbama Arbitration Act 1950 u Londonu svaka će stranka imenovati po jednog arbitra, a dva arbitra će u slučaju neslaganja imenovati nadarbitra kojeg će odluka biti konačna i obavezna za obje stranke. Arbitri trebaju biti trgovci.	93 94 95
Ukupna nosivost broda i za svrhe prekostojnjica _____ tona	96

Preveo V.F.