Π.Μ.Σ. στη Ναυτιλία - ΝΑΥΛΩΣΕΙΣ

Ν. Πενθερουδακης - 2021

***“ARRIVED SHIP”***

**“Arrived” θεωρηται το πλοιο οταν:**

1. **Εχει φτασει στο συμφωνηθεν σημειο,**
2. **Ειναι πραγματικα ετοιμο για φορτωση ή εκφορτωση και στην αμεση και αποτελεσματικη (effective) διαθεση του Ναυλωτη και**
3. **Εχει επιδωσει την Επιστολη Ετοιμοτητας συμφωνα με τους ορους του ναυλοσυμφωνου**

The ship is considered "Arrived" when: 1) Has reached the agreed point, 2) It is really ready for loading or unloading in the immediate and effective disposal of the Charterer and 3) Has served the Letter of Readiness in accordance with the terms of the charter agreement

**A vessel is an “arrived ship” and the laytime allowed under the charterparty begins to count as soon as the following events occur:**

1. **The vessel must reach the contractual loading or discharging destination as stipulated in the charter. (“Geographical arrival”.)**
2. **The vessel must be ready in all respects to load or to discharge or lie at the disposal of the charterers. (“Actual readiness”.)**
3. **Proper Notice of Readiness (“NOR”) must have been given to the shippers or consignees in the manner prescribed in the (“Triggering off laytime”.)**

**The wording in the charterparty about the place of loading and discharge is very important.**

**The destination is the place or point named in the charterparty or the charterers have the option to name it later. When the charterers exercise his option the situation is as if the place was named in the charterparty. If no place can be named (e.g. because the charterers has no option) but the charterers direct the ship to be at their disposition at some loading or discharging place, the ship has “arrived” when it reaches the boundary of the wider area. In a 1950 case (Stag Line v. B. O. T.) it was decided by the court that because the charterers had no power of nominating a berth and there was no named berth, the ship was an “arrived ship” when it arrived at the port limits.**

**In a voyage charter, there are four “stages” according to Lord-Diplock in The Johanna Oldendorff, 1973, the leading case dealing with an “arrived ship”. These are:**

* **(a) the loading voyage or approach voyage (from the last port, when the charterparty was signed, to the port of loading); this is a “preliminary voyage”;**
* **(b) the loading operation (including waiting periods, stowage, trimming, securing, );**
* **(c) the carrying voyage;**
* **(d) the discharging operation (including waiting periods),**

**The shipowner contractual obligations-relate especially to stages (a) and (c). Stages (b) and (d) could be joint activities or the activities could be carried out free of expense to the shipowner. However, even though the expense may fall on the Charterer or shipper, the operations would generally fall under the supervision of the master who represents the shipowner.**

**If the vessel is prevented from reaching tire agreed destination; through no actual fault of the charterers or the shipowner, the charterparty must be carefully analysed in order to determine where the risk of loss of time must be placed.**

**In a berth charter, the contractual destination is the berth or wharf so that there is no further movement necessary to load or discharge the cargo. If the berth is occupied and not available the vessel is still on stage (a) and is therefore at the shipowner’s expense.**

**Some charters stipulate that notice of readiness can be given if the ship has arrived at the agreed port but the loading or discharging berth is unavailable. This means that the NOR can be given “whether in berth or not” (WIBON).**

**In a port charter, the vessel “arrives” when it is:**

**(a) within the port limits (that is, the geographical and legal limits);**

**(b) at the immediate and effective disposal the Charterer; or**

**(c) when it is anchored’ at a place where vessels usually lie waiting for a berth to become available and orders to berth being given to the master.**

**In this last situation, if the Charterer alleges that the vessel is not at the usual waiting place, he must prove this. However, the vessel may be permitted to be anchored away from the usual waiting place but the shipowner must prove that the vessel is still at the effective and immediate disposal of the Charterer.**

**Once the vessel has arrived it is up to the charterers/consignees to arrange for a berth with the least possible delay. The laytime allowed under the charter soon begins to count and any delay in allocating a berth may increase the risk of demurrage being incurred.**

**It occurs that in cases where a port is seriously congested ships have to wait for a berth outside the port limits. Sometimes charterers have claimed that the master could not give notice of readiness because his ship was outside the port limits. In order to avoid disputes on this point, it is recommended to arrange for the time to count “on arrival at or off the port”.**

**The actual readiness can be both legal and physical. The Legal readiness is related to the vessel’s complying with all port formalities, such as obtaining free pratique, declaring the arrival at the Customs House and obtaining official approval to load and/or discharge the cargo.**

**The physical readiness is related to the cargo worthiness of the vessel, its cargo handling equipment, cleanliness of the cargo holds, accessibility of the cargo compartments to the shippers and other similar matters.**

**The [notice of readiness](https://cultofsea.com/general/notice-of-readiness-nor/) must be given in the agreed manner. Sometimes a master may be in doubt as to whether he may or should give a notice of readiness. A good working rule in doubtful situations is that the master should give a document, which he names a “Notice of Readiness”, and then continue to give these Notices even if they are rejected.  This will avoid the consequence later when a dispute goes to a court or arbitrator of someone being able to say that if only the master had given a valid notice of readiness, the laytime would have commenced and the owners would be able to claim demurrage.**