

## Port C/P or Berth C/P

**A Voyage C/P can be qualified as a Port C/P or as a Berth C/P. This will depend on the agreed specified destination. Is the destination a Port than we are dealing with a Port C/P. Likewise, is the specified destination a Berth within the Port it is likely that this will be a Berth C/P.**

It is important to know when the vessel has arrived at the specified destination (so when she is an arrived ship) because this is a condition which has to be satisfied before laytime starts to run. Usually this is also the moment a valid Notice of Readiness (NOR) can be tendered.

For the sake of good order, at common law the vessel has to tender a NOR at her first loadport. In other ports a NOR should be tendered if so required under the C/P.

Under a Port C/P the vessel may tender her NOR when she has arrived within the port-limits and is at the immediate and effective disposal of the charterers. Under a Berth C/P the vessel may tender her NOR when she has arrived at the berth named in or to be nominated under the C/P.

A typical and customary example of a Berth C/P is a C/P in which the destination is specified as f.e. *“one safe berth Rotterdam”*.

This gives charterers the express right to nominate a berth and when they have done so, this nomination will become a part of the contract. The vessel has arrived when she is alongside the berth.

For the purpose of counting laytime a Berth C/P will be advantageous to charterers, obviously because laytime cannot commence earlier than the moment the vessel has arrived at the berth.

There is a variety of C/P terms and provisions reducing this advantage but for the purpose of this article we will only mention a few which are commonly used and of course which charterers can do without:

*“Notice of Readiness to be tendered WIBON WIPON..”*

*“Time lost in waiting for berth to count as laytime”*

*“Berth to be Reachable on Arrival”* or  
*“Berth to be Always Accessible”*

Under a Port C/P the charterers still have an implied right to nominate a berth (unless the C/P specifically states something to the contrary) but here the vessel may tender her NOR when she has arrived within the named geographical area (within the port limits).

So in the first place it is important to identify the C/P. Is it a Berth C/P or a Port C/P? This is not always that simple as it looks as the agreed destination can be described in many different ways. Here below we will give some examples of specified destinations which may qualify the C/P respectively as a Berth C/P or as a Port C/P.

### **Berth C/P's:**

- *Berth no. 23, ...(name of the port)...*  
(a named berth)
- *Petroleum jetty, ...(name of the port)...*  
(a named berth or jetty)
- *One safe berth Rotterdam* (contains an express right to nominate the berth)
- *Vessel to proceed to Rotterdam, one berth to be nominated by charterers* (contains an express right to nominate a berth)

### **Port C/P's:**

- *Rotterdam* (a named port)
- *Rotterdam, to load at one safe berth* (contains an implied right to nominate a berth. Rotterdam remains the contractual destination)

The last example given of each type of C/P illustrates that it will not always be easy to establish whether a particular C/P would

qualify as a Berth C/P or as a Port C/P. C/P destinations which are clearly drafted may avoid uncertainties and thereby legal disputes.

As referred to here above there are a few well known C/P provisions which will shift the liability for delays to get into the berth from owners to charterers. However their meaning and effect can vary considerably. Some will advance the moment at which a valid NOR can be tendered and / or will advance the commencement of laytime. Others will give rise to a claim for detention. The cause of the delay may also be determining for the consequences. In the most cases such provisions will affect the position under a Berth C/P rather than under a Port C/P. As this is a somewhat complicated subject a comprehensive review will follow in a subsequent newsletter.

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