## TIME CHARTERS Igor Sterzhantov©2011-12 / www.lawandsea.net

## **Redelivery**

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"Delivery" and "redelivery" in this clause relate to the same thing, the power of disposition of the ship. When the power of disposition is restored to the owner there is a redelivery within the meaning of the clause.<sup>16</sup>

There is no possessory rights over the vessel vested in time charterers, therefore redelivery of vessel takes effect when the master is no longer under the charterer's orders but must consider himself under the orders of the owner<sup>17</sup>.

NYPE 93 form provides for "redelivery in like good order and condition, ordinary wear and tear excepted, to the Owners (unless Vessel lost) at [named place/geographical location]" and also request from the Charterers to give the owners notice of the vessel's expected date and probable port of redelivery. Shelltime 4, on the other hand, stipulates neither period of prior notice with regard to the time of redelivery nor does the printed form provide for any location where redelivery to take place. It also contains no requirements as to the state of the ship on redelivery, as NYPE 93 does. It is, however, nowadays almost imperative for the parties to agree on additional set of clauses which amends standard form. Some newer forms such as ExxonMobil Time 2000

982	19 R	adelivery
983	a	Redelivery Conditions
984 985 986 987 988 989 990 991 991		Unless the Charter shall previously have been terminated by loss of the Vessel or as otherwise provided in the Charter or by law, Charterer shall redeliver the Vessel to Owner, free of cargo, at the expiration of the Charter Term upon completion of discharge at a port or place, worldwide, in Charterer's option, and shall give written notice of the date and hour of such redelivery. In addition, Charterer shall give Owner written notice of the estimated date of such redelivery 30, 20, 10 and 5 days in advance of same. At Charterer's option, the Vessel may be redelivered to Owner with tanks in a clean or dirty condition and in no event shall Charterer be required to redeliver the Vessel gas-free.
993	b	Fuel At Redelivery
994 995 996 997 998 999		Owner shall accept and pay for all fuel in the Vessel's bunker tanks when the Charter terminates. Payment for such fuel shall be in accordance with the current market price as determined by Platt's Oligram Bunkerwire for the date when and the port or place where the Vessel is redelivered by Charterer to Owner, or the nearest port at which competitively priced fuels for the Vessel are sold, as determined by Charterer.
1000	c	Early Redelivery
1001 1002 1003 1004 1005 1006 1007		If the Charter is terminated prior to the expiration of the Charter Term in accordance with any provision of the Charter or by reason of law, Owner shall reimburse Charterer for the value of any hire paid but not earned, the value of fuel in the Vessel's bunker tanks at termination in accordance with Clause 19b, any other sums Charterer is entitled to under the Charter, as well as any damages Charterer may sustain if termination is due to Owner fault or breach of the Charter.
Page	28 of 54	Initials for Owner: Initials for Charterer:
M.T. (In	isert Vess	Name) Time Charter dated (Insert date of agreement)

<sup>16</sup> Italian State Railways v. Mavrogordatos [1919] 2 K.B. 305 per Duke, L.J., at p. 312.
<sup>17</sup> Per Bankes, L.J. in Italian State Railways v. Mavrogordatos [1919] 2 K.B. 305 at p. 311.