

Code of Practice for Handling Shipping and Contract Claims

Claim Submitter will:	Claim Recipient will:
Submit claims electronically e.g. email with attachments, as soon as practically possible	Receive claims electronically e.g. email
Ensure claim is fully documented with all relevant and available documents	Positively acknowledge receipt of claim within [2] working days
Deliver any missing documents requested by Receiver within [1] week of request and in any event prior to expiry of the time bar governing the claim	Positively confirm that supporting documentation is complete to receivers satisfaction, or raise objections within [2] weeks from receipt of claim
Promptly submit his claim to the Recipient. If claimant is awaiting clarification, information or documentation before the claim can be properly compiled then the nature and detail of the delay is to be communicated to the potential Recipient of the claim	Constructively respond to Submitter with agreement or commence negotiations on the claim as soon as practically possible and in any event prior to the expiry of the following time limits from receipt of claim: C/P claims – [60] days Oil Contract claims – [60] days where recipient is prime supplier or final receiver Oil Contract claims – [60] days where recipient is in “chain” and Recipient undertakes to expedite claim without undue delay European Barge Owners claims – [30] days European Barge contract claims - [30] days where recipient is prime supplier or final receiver European Barge contract claims – [30] days where recipient is in “chain” and Recipient undertakes to expedite claim without undue delay
Respond to any counter from Recipient within [2] weeks unless submitter is in a “chain”	Respond to any counter from Submitter within [2] weeks unless Recipient is in a “chain”
Pass any counter to next company in “chain” within [3] working days of receipt	Pass any counter to next company in “chain” within [3] working days of receipt
	Pay any agreed amount within [2] weeks from receipt of submitters invoice
Agree to reopen negotiation of claim if: <ul style="list-style-type: none"> claim was allegedly over or under paid by an amount exceeding US\$5,000 (or €1,000 in the case of European barge movements, and request to reopen claim has been made within [6] months of payment of originally agreed amount 	Agree to reopen negotiation of claim if: <ul style="list-style-type: none"> claim was allegedly over or under paid by an amount exceeding US\$5,000 (or €1,000 in the case of European barge movements), and request to reopen claim has been made within [6] months of payment of originally agreed amount

Owners' Demurrage claims under C/P - List of Supporting Documents

1. Laytime/Demurrage calculation clearly stating that it is Owners claim for demurrage giving the amount claimed
 2. For each Load and Discharge Port
 - Master's Statement of Facts/Timesheet - signed by ship and shore
 - Terminal Statement of Facts/Timesheet – signed by ship and shore
 - Agents Statement of Facts/Timesheet – signed by agent, ship and shore
 - Notice of Readiness – signed by ship and shore
 - Notes of Protest if applicable for:
 - Delay in granting Free Pratique and/or Customs Clearance
 - delays in port issued by ship
 - delays in port issued by shore
 - Pre-Load/Discharge Agreement Statement (if drawn up)
 3. For each Discharge port
 - Pumping logs to covering full discharging period – signed by ship and shore
 - Notes of Protest if shore refuse to sign pumping logs
 - Notes of Protest issued by Ship for any shore restrictions on pumping
 - Notes of Protest received from Shore for any ship pumping deficiencies
 4. Other documents specified by Charter Party
- This may include documents such as signed charter party, invoice and/or ETA notices. If it is in the charter party these documents will need to be provided although these are not necessary to prove the demurrage calculation

Demurrage claim under Oil Contract - List of Supporting Documents

1. Laytime/Demurrage calculation
2. For each Load and Discharge Port
 - Master's Statement of Facts/Timesheet - signed by ship and shore
 - Terminal Statement of Facts/Timesheet – signed by ship and shore
 - Agents Statement of Facts/Timesheet – signed by agent, ship and shore
 - Notice of Readiness – signed by ship and shore
 - Notes of Protest if applicable for:
 - Delay in granting Free Pratique and/or Customs Clearance
 - delays in port issued by ship
 - delays in port issued by shore

- Pre-Load/Discharge Agreement Statement (if drawn up)
- 3. For each Discharge port
 - Pumping logs to covering full discharging period – signed by ship and shore
 - Notes of Protest if shore refuse to sign pumping logs
 - Notes of Protest issued by Ship for any shore restrictions on pumping
 - Notes of Protest received from Shore for any ship pumping deficiencies
- 4. Demurrage Rate
 - If rate as per charterparty then copy of recap to support demurrage rate
 - If AFRA rate applies then it is assumed that both parties are subscribers to AFRA and claimant merely to show calculation of demurrage rate
- 5. Terms and Conditions
 - If Charter Party terms and conditions to apply then recap with any additional clauses to be provided. It is assumed that major charter parties are available to both parties e.g. Asbatankvoy, Shellvoy6, BPvoy4 etc. And these are not required.
- 6. Pro-Rata Claims
 - Evidence of the B/L quantities or outturn quantities as appropriate
- 7. Special Requirements
 - Refer to specific agreement in case documents such as ETA notices and/or signed C/P are required.

Owners' Barge Demurrage - List of Supporting Documents

1. Laytime/Demurrage calculation
2. For each Load and Discharge Port
 - Master's Statement of Facts/Timesheet
 - Official Terminal Statement of Facts/Timesheet
3. Nomination showing the date and time when it was sent to barge charterers

Barge Demurrage under Oil Contract - List of Supporting Documents

1. Laytime/Demurrage calculation
2. Barge Owners Laytime/demurrage calculation
3. For each Load and Discharge Port
 - Master's Statement of Facts/Timesheet
 - Official Terminal Statement of Facts/Timesheet
4. Nomination showing the date and time barge was nominate to buyer/seller

Laytime and Demurrage – Notes for Ship Masters

1. Notice of Readiness (NOR)

NOR must be tendered in the correct place according to the charter party and any special requirements should be communicated to the master by his Owners/Operators. **As a general rule:**

NOR should be tendered at customary anchorage

Notes of Protest – if at the time of tendering NOR the vessel does not have Free Pratique or Customs Clearance Master should issue a NOP to the port authorities and suppliers/receivers to this effect.

Written evidence of NORs and NOPs must be provided and must be countersigned by appropriate shore staff once the vessel is alongside.

2. Master's Timesheets/Statement of Facts

Master must compile his own statement which must detail any delays in the port. Any explanation for the delays should be documented where this is known to the master.

Master's SOF must be signed by a representative of the shore terminal

3. Terminal Timesheets/Statement of Facts

The terminal will usually compile its own version of events in a timesheet or SOF. The master will be required to sign this document so it is important that you agree with its content or clearly state where you disagree and write this on the face of the document. Merely signing "for receipt only" may not protect your principals in the event of a dispute.

4. Agent's Timesheet/statement of facts

As with the terminal timesheet the master will be required to sign this document and again if Master is not in agreement then this should be written somewhere. The agent usually obtains a shore signature for his document.

5. Delays and Notes of Protest

Any delays to the vessel in port should be documented with a Note of Protest stating the times of the delay and the alleged reason for it, which must be signed by a shore representative. If a shore representative refuses to sign this, or any other document then another Note of Protest should be issued to this effect. Notes of Protest should be issued at the time of the delay and not saved until the end of the port stay. The idea of a NOP is to

draw a deficiency to the attention of the delinquent party so that they have an opportunity to rectify the problem.

6. Pumping Logs and Notes of Protest

Pumping logs must be kept for the entire period of vessels pumping showing both ship and shore stops and any reasons for such stoppages, and where the shore request a slower pumping rate this is shown clearly on this document. The pressure at the manifold should be logged at hourly intervals and the shore must be invited to inspect pressure gauges and sign the pumping logs. If the shore refuses to sign the pumping logs a NOP must be lodged.

For any shore restrictions the master must issue a NOP e.g. a restriction imposed on pressure or flow rate.

7. Pre-Load/Discharge Agreement

It is good practice to draw up an agreement between the ship and shore to agree on such things as loading and discharging rates. This should be signed by both parties at the outset and any variations or deviations from this agreement should be clearly noted and agreed by both parties and if this is a result of a deficiency on the shore's part then a Note of Protest should be issued.

Asdem Claims Time Bar Clause

Charterer shall be discharged and released from all liability in respect of any demurrage, deviation and/or detention claims Owner(s) may have under this Charterparty unless claim has been presented in writing to Charterer with all available supporting documents within 90 (ninety) days from completion of discharge of cargo carried under this Charterparty.

Furthermore Charterer shall be discharged and released from all liability in respect of any other claims Owner(s) may have under this Charter party unless claim has been presented in writing to Charterer with all available supporting documents within 180 (one hundred and eighty) days from completion of discharge of cargo carried under this Charter party

Both Charterer and Owner agree to carry out submission and negotiation of said claims in accordance with the Asdem Code of Practice for Handling Shipping and Contract Claims together with appropriate List of Supporting Documents if applicable current as at the date of this charter party.

Term Electronic Claims Clause

Any claim under the present charter party and supporting documentation in this connection will exclusively be sent by email with attachments, which will constitute proper delivery of the claim, unless charterers specifically make written request that the claim be sent in hard copy by courier.