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（专业英语教材）

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广东交通职业技术学院
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专业英语补充材料:

Organization Of Ocean Transport

Shippers' ability to match service combinations with their objectives depends on their fully understanding the organization of the market for shipping services, including its various sub-markets. Since, in most cases , it would be uneconomic for shippers to undertake all aspects of maritime transport management, the availability and use of intermediaries may be important.

The respective features of charter and liner services are described , as is the relationship between shippers and ship operators through the Bill of Lading , charter parties and loyalty contracts.

The organization of multi-modal transport and the liabilities which are involved in multi-modal transport are introduced.

§1 Availability and Organization of Ocean Transport

Shippers have various specific ocean transport requirements. One producer may want to send a single case of machinery , while another will be interested to ship 100,000 tons of coal per month on a continuous basis. To meet the different requirement, various types of vessels exist and different types of services have developed with alternative contract forms, it is necessary to investigate how shipping is organization influence the shippers' choice of transport mode and means.

In terms of ocean transport, shippers are in principle faced with the questions of whether to: Buy a ship? Charter a ship, and if so, for one voyage only or for a period of time? Send the goods with a regular shipping line?

In practice, a shipper has basically four alternatives to get the transport effectuated.

(a) He may arrange the transport himself;
(b) He may use a chartering agent;
(c) He may use a freight forwarder;
(d) He may leave the job to a multimodal transport operator.

In order to choose between the alternatives and to ascertain that the transport is arranged in the most economical way, shippers need to study and understand the economics of international ocean-going transport and how it is organized. This is especially the case if a shipper chooses to arrange the ocean transport himself. Most shippers, however, prefer to use some form of intermediaries-forwarders, transport operators and agents.

This does not mean that shippers can abdicate themselves from transport issues, options and alternatives. Shippers need to ascertain that the movement of their commodities are carried out properly both in terms of quality and costs on a day-to-day commercial level.

In addition, it is in the shipper' interest to secure that transport should be carried out effectively and economically, i.e. that transport options and alternatives are made available for him or his possible intermediary. This will require insight in transport issues beyond that obtained through passively using agents, forwarders etc.

§1.1 Basic Forms Of Operations

From a functional point of view maritime transport falls into three principal forms of operation:

Industrial transport
Charter (non-liner) shipping
Liner services

Industrial shipping are those services which provide for well defined ocean transport needs of, generally speaking, large industrial enterprises. If they don't control services and ships directly through ownership, they usually control them through long term contracts. The services are not generally available in the market. Industrial carriers are often built to cover transport needs which are not adequately met by independent shipping, and because the shippers find it economical to control their own fleet. Oil companies owning large fleets of regular tankers are examples of this.

The operations and trade patterns of vessels in industrial services are often regular, and the ships generally carry full (homogeneous) cargoes. There is a significant fleet of ships engaged in industrial carriage; oil tankers , gas carriers , car carriers , mineral carriers , paper carriers etc. The ships may be used in other kinds of services, but they are often purpose-built.

Ships in non-scheduled services have no fixed itinerary or fixed sailing schedule. They are engaged or hired out to pick up cargo where it is to be found, and the business is fixed on a charter to charter basis. The users either pay charter rates which are related to the amount of cargo shipped or fixed prices, normally per day or per dead weight ton, for the hire of the vessel. This kind of independent shipping is termed charter shipping.

Charter parties are also used in industry shipping, and the same legal framework, the same costs and the same market forces apply in principle to all kinds of charter business, whether industrialized or independent.

Liner shipping services , in principle, are offered through ships which operate in accordance with prefixed sailing schedules between fixed ranges of ports on a regular basis. In liner operations cargo space in offered in accordance with the shippers' needs , within some limit , so that individual cargoes are made up of commodities belonging to many shippers. Each user pays freight in accordance with tariffs based on the volume, weight, or value of the cargo.

In the shipping industry , various terms are used for similar services. The term "tramp" shipping is often used about independently operated charter services. Some authors distinguish , however, between tramp, bulk, and tanker operations as opposed to liner services. Others define tramp operations primarily as bulk operations. In the context of this book these definitions will be left aside. The major distinction will be between shippers who hire ships on charter , or book space on liner vessels.

Most vessels are not exclusively used in one particular services. A ship in independent charter service may be charted by a liner operation for temporary use as a liner vessel. Similarly, a particular ship may operate as an industrial carrier on one sea leg, and be available for chartering on the return voyage. An example of this is a combined car/bulk ship transporting cars on a regular basis from Japan to the United States , while being open for bulk transport in charter service in the opposite direction.

Shippers may charter all kinds of ships, not necessarily single deck vessels constructed for bulk transport. With , for example a requirement of transporting 100,000 bags of rice, a shipper may find it economical to charter a between deck type of vessel instead of using a liner service. Depending on transport tasks , he may choose to charter any of the special types of tonnage. If the shipping requirements are of a more continuous type, a shipper may make a long term contract with a ship-owner who may even have the ship specially built to meet the shipper's requirement. Regular liner services will primarily use between deck vessels or specialized vessels for unit loading, e.g. container ships.

§1.2 Markets And Shippers' Options

It has been argued that shippers have very few means of influencing the infrastructural and institutional settings of transport in a short term perspective. The existing transport structure may, however , be utilized advantageously to meet the various transport requirements of shippers. Through an evaluation of several alternatives in the different markets where the demand for commodity movements can be met, shippers are likely to find large variations in quality and costs.

A market may be defined as a place where buyers and sellers meet, requesting and offering similar products or services. Shippers should evaluate the concentration of sellers, i.e. the number of ship operators , and buyers, i.e. shippers, in different shipping markets, since shipping services are sold and purchased in various markets and submarkets. The concentration in a market will determine the relative strength of shippers' negotiating power. Because this strength will vary between , shippers may obtain quality and cost differences in alternative markets. In shipping, the main distinction would be between charter and liner markets.

The charter market may in general be divided into the market for liquid and dry cargo transport. The liquid market may be subdivided into markets for gas carriage, crude-oil carriage, product-oil carriage, chemical carriage etc. The dry cargo market may similarly be divided into bulk and general carriage. There are different forms of bulk carriers, and there are general carriers constructed for different cargoes. There are also alternative ways of chartering ships, which have led to different submarkets. These are of special interest to shipowners.

Since shippers' needs for liner services are also varied, various liner submarkets have developed , for example the market for general break bulk cargo and the market for unitized cargo. The container market may be viewed as a submarket of the unitized service market, as may also the roll-roll market.

There exists a multitude of special markets, for example the market for car transports, lumber transports and paper transports. The more specific and specialized market, the more likely it is that the market is organized into industry shipping.

Especially in charter shipping, shippers will require different sizes of ships. It is therefore common to divide markets according to the size of vessel required. The demand for 5,000 DWT ships is different from the demand for 100,000 DWT ships. Each of these markets and submarkets may also be geographically determined. Distinction may be drawn between , for example, the container market between South-East Asia and Japan and the container market between South-East Asia and North America, or the Pacific dry bulk market as opposed to the Atlantic dry bulk market. Various markets and submarkets are, in addition, distinguished according to the equipment needed on board ships.

The shipping submarkets are interrelated because different ships may be able to operate in different markets , as they can be moved from one market to another. A general cargo ship may be offered and requested both in a liner market and in a charter market. A tanker may likewise be moved from the market for oil out of the Gulf to the Caribbean market. Further, shippers' needs can be met in different submarkets. A grain trader may choose to ship his cargo in two small lots instead of one large one.

In charter markets there are usually many shipowners with reelatively small fleets of vessels. In some charter markets , however, there are few operators because special knowledge , experience, reputation or good will are needed. The market for parcel chemical trade is, for instance, dominated by only a few shipowners. In the liner markets there are in general few carriers operating, and many of them are organized in conferences. Shippers may nevertheless be in a position to use different liner companies as well as different conferences through use of alternative ports by feeder or coastal services, land bridges etc.

There are several factors which will determine whether a shipper will choose to use liner or a charter services and their alternative submarkets, for example:

The quantity shipped

The nature of the cargo

Cost evaluations

Quality considerations

Liner operators have commitments to service many shippers on a specific route. For large cargo quantities , it may therefore be both necessary and economically advantageous to charter. For small cargo quantities, scheduled liner services would generally be best suited. The sales contract usually specifies a single shipment or multiple shipments and will thereby influence the method of securing ship or ship space.

For cargoes of a certain size, the ocean transport costs are less when chartering a whole vessel rather than space onboard a liner vessel. There is a break-even point between chartering and liner booking, but this break-even point will vary with the freight rates charged in the two types of markets.

If the capacity of the chartered vessel should exceed the requirements of a single shipper, he may enter into agreements with others shippers to fill up the ship (cargo consolidation). It is argued that substantial reductions in long term transport costs can be achieved if small liner consignments can be aggregated sufficiently for shippers to ship by the shipload and so utilize charter methods of shipping.

Theoretical cases show that considerable savings can be obtained under certain circumstances. For successful consolidation, the combined volumes must be of a magnitude which warrants the operational/managerial set-up which is required, the cargoes must be compatible in terms of physical properties and routes and the trading and marketing conditions of the commodities must accommodate the necessary changes in transport pattern and frequency.

§1.3 Insurance Of Cargo

When choosing among alternative transport services and offers, insurance aspects should be evaluated.

The initial sales agreement between the exporter and the consignee will in most cases contain an insurance clause.

With goods sold FOB , the seller is responsible for the goods until they are loaded into the carrying vessel. Under the CIF contract, the seller undertakes to arrange and pay for all costs of delivery and insurance to destination. The C&F is a similar contract ,where the buyer prefers to arrange his own insurance. Where the goods are sold under a CIF contract, the insurance policy is assigned to the consignee and he can claim under the policy as though he had arranged the insurance himself.

There is no compulsion for a shipper to insure his goods. The L/C system, most often requires that he must arrange insurance to obtain advances.

A great variety of insurance types are available for the cover of the cargo-owners' interests in ocean transport. The simplest type is the policy for a specific consignment for a specific sea voyage. Often the cover is extended to include the land transport of the goods to and from the ship (warehouse to warehouse). The marine cargo insurance conditions are also used for transport exclusively by rail, road or air, and also for different forms of combined transport , involving two or more modes. For merchants and manufacturers whose business necessitates a great number of shipments, it would be cumbersome to take out separate policies for each single shipment. The practical solution here lies in the use of a general floating policy, covering all consignments transported within agreed limits of time and space.

When a shipper claims for possible loss or damage to his consignment, the claim would be directed to the carrier, most commonly the shipowner. Since the shipowner is equally insured, he will forward the claim to his insurance company which will settle the dispute on his behalf. The shipowners' insurance premiums are included in their costs and covered by the freight rates as charged to shippers. It could be argued that cargo owners therefore pay for insurance twice.

§2 Charter Shipping

Charter (non-liner) services are primarily used for bulk cargoes, such as grain, coal, ores, fertilizers and oil, which are carried in complete shiploads. What constitutes a shipload depends on many factors besides vessel size. A ship that is unemployed may be willing to accept a shipment that will only utilize a small part of the total carrying capacity, if it helps finance the voyage towards more active markets. A full shipload in a bulk carrier may vary from 1,000 tons to 500,000 tons. Some products, which in the past went primarily by liners, are today shipped in bulk because the volume of trade has increased to a level where the products may be shipped in full loads. These "neobulk" or minor bulk commodity shipments clearly illustrate the importance of size in the choice of vessel type or shipping service.

The charter services are offered in auction markets. The shipper will generally put his request for a ship with a broker, a charter agent, who will canvass the market for the lowest price or hire offered within some standards set. The shipper can lease a part of or normally an entire ship. Rates are negotiated for each individual charter on a long or short term basis.

The chartering agents are brokers working in the charter markets on behalf of shippers to obtain ships at the cheapest rate, subject to conditions and equipment of vessel and the suitability for the particular cargoes. These conditions will have to be defined by the shipper. Similarly, the shipiwners will have brokers working on their behalf. Charter business is handled through shipbrokers offering ships on charter terms in the various markets.

A charter party is a contract by which a shipowner agrees to place his ship, or part of it, at the disposal of a charter for the carriage of goods from one port to another or for a specific period. Chartering of vessels hence falls into two main groups, voyage based and time based contracts. In addition there exists a bareboat (or demise) type of contract. Three types of charter parties may therefore be distinguished.

Voyage charter
Time charter
Bareboat (or demise) charter

In addition to the different charter parties, there are "contracts of affreightment" (COA). The COA is an agreement between a shipper and a shipowner under which the shipowner undertakes to move cargo without naming the ships which he intends to use.

The differences between the various types of charters revolve around the purpose of the charter, the basis for the calculation of freight , and the control of the ship.

§2.1 Charter Parties And Bill Of Lading

When the goods are placed onboard a vessel, the shipper is entitled to receive a bill of lading. The bill of lading in this case is a receipt for goods. In addition, it is a document of title, which can be bought, sold or assigned. The ultimate holder of the bill of lading has an absolute right to demand the goods from the shipowner, subject only to payment of freight if this was not prepaid, plus any dues or charges accrued according to the document.

In the case of full cargoes on charter terms, the bill of lading may be a very simple document, as it is only a receipt stating that the goods were received in apparent good condition. In the case where operators hire a vessel on charter terms and sublet space for part cargoes to individual shippers, those shippers are entitled to regard their bills of lading as their only transport contract with the operator of the ship, unless he makes it absolutely clear, that they are governed by the provisions in the overriding charter party. This should be induced in the bill of lading.

§2.2 Voyage Charter

Under a voyage charter, a vessel is hired for the transport of a specified cargo from one or more specified ports to one or more specified ports or geographical ranges. A voyage charter will normally cover shipments of a full cargo. In the case of part cargoes, the shipowner normally has the right to complete with other cargoes at the same or other ports for his own benefit.

The shipowner will undertake the carriage in return for a consideration, the freight, which the charterer binds himself to pay. Under a voyage charter, the owner of the ship will bear all the costs of owning and operating the vessel, in addition to the costs accruing during the voyage. This may include bunker costs, canal dues, harbour dues etc. The costs of loading and unloading the ship will be divided between the shipowner and the charterer, according to the agreement as specified in the charter party.

The freight rate will reflect the length of the voyage, the type of cargo, expected costs of transport, and availablity of suitable vessels, i.e. the market conditions. The freight is usually payable when the transport has been carried out and the cargo is delivered at the agree port. In effect, the shipowner undertakes to bring a cargo from one point to another within some time limits. The actual payment will be determined by the amount (weight) of cargo to be loaded into the ship. If cargo handling or other costs are assigned to the charterers, this is reflected in the rate. The time used on the voyage is primarily the shipowner's responsibility.