



1. Shipbroker		2. Place and date	
3. Owners/Chartered Owners/Disponent Owners		4. Charterers	
5. Vessel's name/type	6. Flag	7. Class (Cl. 1)	
8. Total dw. (abt.) in tons of 2,240 lbs. at s.w. draft on summer marks	9. Cargo capacity in cubic metres (Cl. 14)		
10. Capacity of pumps (t.w.h.) serving contracted cargo at a backpressure of (Cl. 10)		11. Present position	
12. Laydays (Cl. 5)	13. Cancelling date (Cl. 5)	14. Notice time in running hours (Cl. 7)	
15. Total laytime for load. and disch. in running hours, SHINC (a) or SHEX (b) (Cl. 9)		16. Demurrage rate per running day or pro rata (Cl. 15)	
17. Loading range or place(s) (Cl. 3)		18. Discharging range or place(s) (Cl. 3)	
19. Quantity and description of cargo (Cl. 3) (If full and complete cargo not agreed, indicate "part cargo")			
Quantity (in metric tons)			
Commodity			
Maximum F.F.A. percentage on loading			
20. Heating of cargo (unless otherwise specified below, Heating instructions to be supplied by Charterers at time of loading) (Cl. 20)			
21. Freight rate (state whether per metric ton or lumpsum) (Cl. 13)		22. Freight payment (state currency, mode and place of payment; also state beneficiary and bank account) (Cl. 13)	
23. Transshipment (agreed/not agreed) (Cl. 27)		24. General average shall be adjusted in (Cl. 29)	25. Nos. of additional clauses attached, if agreed

It is mutually agreed that this Contract shall be performed subject to the conditions in the Charter consisting of PART I, including additional clauses, if any agreed and stated in Box 25 and PART II. In the event of a conflict of conditions, the provisions of PART I shall prevail over those of PART II.

Signature (Owners)	Signature (Charterers)
--------------------	------------------------

PART II
"BISCOILVOY 86" Charter Party

PREAMBLE	1	agent by the Master or the Vessel's agent by letter, telegram, telex, radio or telephone. Vessel shall be deemed ready within the meaning of this Clause whether in free pratique or not and whether she is in or out of berth.	91 92 93
It is agreed between the party mentioned in Box 3 as Owners/Chartered Owners/Disponent Owners (hereinafter referred to as Owners) of the good Vessel named in Box 5 and with particulars as specified in Part I and the party mentioned in Box 4 as Charterers (hereinafter referred to as Charterers) that, unless otherwise stated in Part I, this Charter Party is for a full and complete cargo, namely the quantity Vessel can carry when loaded to her minimum permissible freeboard for the voyage, not exceeding what she can reasonably stow and carry and that Charterers warrant that the cargo shipped shall be within the specification declared in Part I.	2 3 4 5 6 7 8 9 10	agent by the Master or the Vessel's agent by letter, telegram, telex, radio or telephone. Vessel shall be deemed ready within the meaning of this Clause whether in free pratique or not and whether she is in or out of berth. Laytime shall commence at the first loading and discharging port or place either at the expiration of the notice time as specified in Box 14 (except that time used in reaching her berth shall not count) or immediately upon commencement of loading or discharge whichever first occurs. At subsequent port(s) or place(s) laytime shall commence when notice of readiness is tendered.	91 92 93 94 95 96 97 98 99
1. Warranty	11	8. Cleaning etc.	100
Vessel's class as specified in Box 7 shall be maintained during the currency of this Charter Party, and Owners shall before and at the beginning of the loaded voyage exercise due diligence to make Vessel seaworthy and in every way fit for the voyage, with her tanks, valves, pumps and pipelines clean, tight, staunch, strong and in good order and condition for the intended cargo and with a full and efficient complement of Master, officers and crew for a vessel of her type, tonnage and flag. Owners may present stainless steel or coated tank(s) and shall ensure that any coating(s) of the tank(s) nominated shall be resistant to the cargo to be loaded. Owners may present uncoated mild steel tank(s) subject to Charterers' prior approval.	12 13 14 15 16 17 18 19 20 21 22	Owners shall clean Vessel's tanks, pipes and pumps at their expense and in their time and, unless the Master certifies that Vessel's coils are tight, shall test tightness of coils at their expense and in their time to the written satisfaction of Charterers'/Shippers' inspector which, in addition to his acceptance of the cleanliness of the Vessel's tanks, pipes and pumps, shall not be unreasonably withheld. In any event, Charterers'/Shippers' inspector shall be entitled to test tightness of coils at Charterers' expense and in their time. If the tanks are not accepted on the first inspection of the Vessel, an Independent Inspector is to be appointed jointly by Charterers and Owners. If, in the opinion of the Independent Inspector, the tanks are insufficiently clean for the reception of the cargo, then the tanks shall be further cleaned at Owners' expense to the satisfaction of the Independent Inspector whose fees and expenses shall be borne by Owners. However, if in the opinion of the Independent Inspector, the tanks are sufficiently clean for the reception of the cargo, the Independent Inspector's fees and expenses shall be borne by Charterers.	101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117
2. Last Cargo	23	9. Laytime	118
Owners warrant that the three cargoes last carried by the Vessel prior to the commencement of loading of the cargo shall have been clean, unleaded products. Owners shall, prior to the commencement of loading, inform Charterers of the nature of the said last three cargoes and of the nature of any other cargo to be carried (in the case of a part-charter) at the same time as the cargo.	24 25 26 27 28 29	*) (a) SHINC (Sundays and Holidays included) The running hours SHINC specified in Box 15 shall be allowed Charterers for the loading and discharging of the cargo and other Charterers' purposes connected therewith. *) (b) SHEX (Sundays and Holidays excepted) The running hours SHEX specified in Box 15 shall be allowed Charterers for the loading and discharging of the cargo and other Charterers' purposes connected therewith. Charterers have the right of loading or discharging during excepted periods provided they give notice to the Owners by 12.00 noon on the preceding working day and provided the Charterers pay all extra expenses incurred ashore. Actual time used during excepted periods shall count as laytime. If the port authorities prohibit or if Charterers, shippers or receivers are unable to arrange loading or discharging at night, the time so lost shall not count as laytime. (c) Time shall continue until the hoses and/or connections have been disconnected. *) NOTE: State "(a)" or "(b)" in Box 15 as agreed. If "(b)" is not inserted, "(a)" applies.	119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136
3. Voyage	30	10. Loading and Discharging	137
Vessel shall proceed with all convenient despatch to a safe port, berth, dock, anchorage, submarine line, alongside a vessel or vessels or lighter or lighters or any other safe place whatsoever usual for loading the cargo in question, as ordered by Charterers within the limits specified in Box 17 or so near thereto as she may safely get, lie at and depart from, always afloat, and there load from the suppliers the cargo as described in Box 19 and being so loaded shall proceed as ordered on signing Bills of Lading with all convenient despatch to a safe port, berth, dock, anchorage, submarine line, alongside a vessel or vessels or lighter or lighters or any other safe place whatsoever usual for discharging the cargo in question as ordered by Charterers within the limits specified in Box 18 or so near thereto as she may safely get and lie, always afloat, and there deliver the cargo. Owners shall give Charterers at least 14 days prior written notice of the date the Vessel is expected to be ready to load and Charterers shall give loading orders to Owners within 48 hours thereafter. Owners shall give Charterers at least 96 hours prior notice of the Vessel's expected time of arrival at its (first) port of loading.	31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47	The cargo shall be pumped into the Vessel at the expense of and at the risk of Charterers as far as Vessel's permanent connections only, and shall be pumped out of the Vessel at the expense of and at the risk of Vessel as far as Vessel's permanent connections only. Hoses and/or connections for loading and discharging shall be furnished by Charterers and shall be connected and disconnected by Charterers or, at the option of Owners, by Owners at Charterers' risk and expense. The Vessel shall provide her pumps and the necessary motive power for discharging in all ports where regulations so permit, as well as the necessary personnel, but if shore regulations do not permit use of Vessel's pumping installations, Charterers shall supply shore facilities at their risk and expense. Charterers to provide loading and discharging installations and/or lighters always with suitable and adequate facilities allowing, unless otherwise stated, the loading and discharging of the cargo specified in Box 19 without prejudice to Vessel's capacity of discharging, in regard to the laytime agreed, if the back-pressure exceeds the limit stated in Box 10.	138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154
4. Commingling	48	11. Sweeping (Puddling/Squeegeeing)	155
Commingling of similar oils will only be permitted by written agreement with all the shippers concerned.	49 50	Sweeping (Puddling/Squeegeeing), if any, of the tanks during discharge to be for Owners' account provided Receivers do not impede the normal discharging. Time so used shall count as laytime unless discharging is impeded through Vessel's fault.	156 157 158 159
5. Charterers' Option of Cancelling	51	12. Empty Tank Certificate	160
Unless Charterers so consent, laydays shall not commence before the date indicated in Box 12. If the Vessel has not given a notice of readiness as provided in Clause 7 by 12 midnight (2400 hours) local time on the cancelling date specified in Box 13 Charterers shall have the option of cancelling this Charter Party, unless the Vessel has been delayed due to ice risks as mentioned in Clause 23, in which case the cancelling date shall be extended by any time so lost. Whether or not Charterers exercise their option of cancelling no claim they may have on Owners shall be prejudiced thereby. Nevertheless, if it clearly appears that despite due diligence on the part of Owners the Vessel will be delayed beyond the cancelling date, Owners shall, as soon as is reasonably practicable (but in any event before the Vessel is to sail for the loading port or place), notify Charterers of the delay and, as soon as they are in a position to state with reasonable certainty when the Vessel should be ready, Owners may give notice thereof to Charterers asking whether they will exercise their option of cancelling. The option must be exercised within seven days after receipt of such notice (but not later than one day after the cancelling date). If Charterers do not cancel the Charter Party within such time limit, the seventh day after the readiness date stated in such notice shall be the new cancelling date unless otherwise agreed.	52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72	Charterers or Receivers to provide the Vessel with an empty tank certificate immediately upon completion of discharging.	161 162
6. Owners' Option of Cancelling	73	13. Freight Payment	163
If for reasons not attributable to the Vessel and/or Owners, Charterers fail to: (a) furnish orders in accordance with Clause 3 and such failure has exceeded 48 hours or (b) commence loading and 5 days have passed after notice of readiness has been tendered or the amount of demurrage incurred exceeds the amount of freight corresponding to the quantity of cargo called for by the Master, the Owners shall have the option of cancelling this Charter Party or to limit such cancellation to the parcel not available for loading. If such option is exercised it does not prejudice any claim which Owners may have on Charterers for deadfreight, loss of time or otherwise.	74 75 76 77 78 79 80 81 82 83 84	Freight shall be paid at the rate specified in Box 21 and calculated on the intaken quantity of cargo, or at the lumpsum freight stated in Box 21. Freight shall be due and payable by Charterers on completion of loading and shall be paid as specified in Box 22 in cash, without discount, and be deemed earned Vessel and/or cargo lost from any cause whatsoever or not lost.	164 165 166 167 168 169
7. Notice of Readiness	85	14. Deadfreight	170
When Vessel has arrived at a loading or discharging port or place, or off such port or place if Vessel cannot berth by reason of the berth being occupied or by reason of port congestion and is ready to load or discharge, a notice of readiness, which may be given during or outside usual business hours or on a Sunday or holiday, shall be tendered to Charterers or their	86 87 88 89 90	Should Charterers or their agents fail to supply a cargo as specified in Box 19, deadfreight shall be payable in the manner specified for payment of freight in Box 22 on the difference between the quantity loaded and a cargo as specified in Box 19, but in no event shall Charterers be required to furnish cargo in excess of the quantity stated in Box 9 as the Vessel's capacity for cargo.	171 172 173 174 175 176

**PART II
"BISCOILVOY 86" Charter Party**

15. Demurrage	177	(b) If on or after Vessel's arrival at or off the nominated port or place of loading or discharging there is a danger of the Vessel being frozen in, the Master shall proceed to the nearest safe and ice-free position and at the same time request Charterers by radio for revised orders. Immediately upon receipt of such request, Charterers shall give orders for Vessel either to proceed to an alternative safe, ice-free and accessible port or place where there is no danger of Vessel being frozen in and where there are facilities for delivering or receiving the cargo in bulk or to return to and load or discharge at the first nominated loading or discharging port or place.	265 266 267 268 269 270 271 272 273
Charterers shall pay demurrage at the rate specified in Box 16 after the expiry of the laytime specified in Box 15 for all time by which the loading and discharging time and used laytime exceeds the allowed laytime as specified in Box 15.	178 179 180 181	If Vessel is ordered to proceed to an alternative port, the sum in respect of freight and delay to be paid by Charterers shall be as specified in paragraph (a) in this Clause, but if Vessel loads or discharges at the nominated port or place then the whole of the time occupied from the time the Master's request for revised orders has been received by the Charterers until shore hoses and/or connections are disconnected after completion of loading or discharging shall count against laytime or, if Vessel is on demurrage, for demurrage. Any risk of physical damage to Vessel by reason of her returning to a port or place where there is a danger of her being frozen in shall be for Charterers' account and any delay caused thereby shall count against laytime or, if Vessel is on demurrage, for demurrage.	274 275 276 277 278 279 280 281 282 283 284
If, however, demurrage accrues at port(s) or place(s) of loading or discharging by reason of strike or lockout preventing or delaying Vessel from entering the port or place of loading or discharging or from loading or discharging the cargo, or by reason of fire or explosion or breakdown of the shore machinery of the Charterers or their agents not resulting from negligence on their part or on the part of their servants or agents, the rate of demurrage shall be reduced to one-half for any demurrage thereby incurred.	182 183 184 185 186 187 188 189	The Vessel not to force ice but to follow icebreaker to the same extent as similar vessels.	285 286
However, in case of delay to Vessel caused by any such strike, lockout, fire, explosion or breakdown, commencing or occurring after expiry of the laytime, the demurrage rate shall be halved during such delay.	190 191 192		
Charterers shall not be liable for demurrage during any delay caused by strike or lockout of the Master, officers or crew.	193 194		
16. Lien	195	24. Quarantine	287
Owners shall have a lien on the cargo and the right to sell same by public auction or otherwise for freight, deadfreight, demurrage, damages for detention and for all other of their claims whatsoever that arise out of this Charter Party, including expenses incurred in enforcing such lien and of such sale.	196 197 198 199 200	If at time of nomination quarantine is in force at the nominated port or place of loading or discharging, or if quarantine comes into force whilst Vessel is on demurrage, any time thereby lost by the Vessel shall be paid for by Charterers at the demurrage rate specified in Box 16. If, however, quarantine comes into force at such port or place after nomination but before expiry of the laytime, half the time thereby lost by the Vessel shall count as laytime but after the expiration of laytime, all time lost on account of quarantine shall be paid for by Charterers at the demurrage rate specified in Box 16.	288 289 290 291 292 293 294 295
17. Dues, Wharfage, Taxes	201	25. Agency	296
Save for those hereinafter mentioned, dues and other charges levied against Vessel shall be paid by Owners, and dues and other charges levied against the cargo shall be paid by Charterers. Without prejudice to the foregoing, unless otherwise provided for under the terms of any Rate Schedule which may be specified in Box 21 as the basis of the freight rate, Vessel will be free of any wharfage, dock dues, quay dues, habilitation taxes or other taxes, assessments or charges calculated on the basis of the quantity of the cargo loaded or discharged and free also of Customs' overtime on cargo, taxes on freight and any unusual taxes, assessments or governmental charges in force at the date of this Charter Party or becoming effective prior to its completion, either on the Vessel or on the freight, or whether or not measured by the quantity or volume of the cargo.	202 203 204 205 206 207 208 209 210 211 212 213	Unless otherwise agreed Vessel shall be addressed to Owners' agents at port(s) or place(s) of loading and discharging.	297 298
18. Shifting	214	26. Exception Clause	299
Charterers shall have the right to load and/or discharge at more than one safe berth or anchorage at each port or place they paying the costs of moving the Vessel in excess of those which would have been incurred if all the cargo had been loaded or discharged at the first berth only. Time used in shifting between berths and anchorages shall count as laytime unless if performed during excepted periods if SHEX agreed as per Clause 9 (b).	215 216 217 218 219 220	The provisions of Articles III (other than Rule 8), IV and VIII as scheduled to the Carriage of Goods by Sea Act, 1924, of the United Kingdom shall apply to this Charter Party and shall be deemed to be inserted in extenso herein. This Charter Party shall be deemed to be a contract for the carriage of cargo by sea to which the said Articles apply and Owners shall be entitled to the protection of the said Articles in respect of any claim made hereunder. Neither Owners nor Charterers shall, except as otherwise expressly provided in this Charter Party, be responsible for any loss, damage, delay or failure in performance hereunder arising or resulting from Act of God; Act of War; seizure under legal process; quarantine restrictions; strikes; boycotts; lockouts; riots; civil commotions and arrest or restraint of princes, rulers or peoples.	300 301 302 303 304 305 306 307 308 309 310 311
19. Lighthening	221	Notwithstanding anything contained in this Charter Party the Vessel is not to be responsible for any other loss or shortage except to the extent, if any, that such loss or shortage exceeds the customary allowance.	312 313 314
Any lighthening shall be at the expense and risk of Charterers. Any time lost to Vessel, including shifting, on account of lighthening shall count as used laytime. Lighthening shall be effected only in a place or places where Vessel can continuously lie safely and always afloat.	222 223 224 225	If Charterers ship more than one type or quality of cargo then the Vessel is not to be responsible for any admixture or for leakage, contamination, or deterioration in quality of the cargo unless the admixture, leakage, contamination, or deterioration results from (a) unseaworthiness existing at the time of loading or at the inception of the voyage which was discoverable by the exercise of due diligence, or (b) error or fault of the servants of Owners in the loading, care or discharge of the cargo.	315 316 317 318 319 320 321
20. Cargo Temperature	226	27. Transhipment	322
Heating instructions to be supplied by Charterers according to the IASC current Handbook.	227 228	Unless specifically agreed in Box 23, Owners shall have no right to tranship the cargo.	323 324
21. Liberty	229	If transhipment has been expressly agreed in Box 23, such transhipment shall be at the risk and expense of Owners and the provisions of Clause 2 shall apply in relation to the transhipment vessel.	325 326 327
The Vessel shall have the liberty to call at any port or ports whatsoever in order in the route, to sail with or without pilots, to tow or go to the assistance of vessels in distress, to call at any port or place for oil fuel supplies, and to deviate for the purpose of saving life or property, or for any other reasonable purpose.	230 231 232 233 234	Owners shall promptly notify Charterers of the time and place of transhipment.	328 329
22. Segregation/Rotation	235	Demurrage in respect of any transhipment vessel shall only be payable by Charterers at the rate appropriate to a vessel of that type and size but not exceeding the rate payable in respect of the original Vessel.	330 331 332
If the Vessel is carrying different parcels same always to be safely segregated. If part cargo fixed, Owners shall have, at their expense, the option of loading other cargo(es) for account of other Charterers from port or port(s) en route to port or port(s) en route.	236 237 238 239	28. Both-to-Blame Collision Clause	333
Rotation of loading/discharging ports to be at the Owners' option.	240	If Vessel comes into collision with another vessel as a result of the negligence of the other vessel and/or any act, neglect or default of the Master, mariner, pilot or the servants of Owners in the navigation or in the management of Vessel, the owners of the cargo carried hereunder will indemnify Owners against all loss or liability to the other or non-carrying vessel or her owners in so far as such loss or liability represents loss of, or damage to, or any claim whatsoever of the owners of the said cargo, paid or payable by the other or non-carrying vessel or her owners to the owners of the said cargo and set-off, recouped or recovered by the other or non-carrying vessel or her owners as part of their claim against the carrying Vessel or Owners.	334 335 336 337 338 339 340 341 342 343 344
23. Ice	241	The foregoing provisions shall also apply where the owners, operators or those in charge of any vessel or vessels or objects other than, or in addition to, the colliding vessels or objects are at fault in respect of a collision or contact.	345 346 347 348
(a) If on passage to a nominated port or place of loading or discharging the Master finds that the port or place cannot be safely reached owing to ice, he shall immediately request Charterers by radio for revised orders and remain outside the area of Icebound waters. Upon receipt of such request, Charterers shall give orders for the Vessel to proceed to an alternative safe, ice-free and accessible port or place where there are facilities for delivering or receiving the cargo in bulk. In this event, freight shall be paid at the rate applicable under this Charter Party to such alternative loading or discharging port or place and in addition any period by which the time taken to reach either or both such alternative ports or places exceeds the time which would have been taken had the Vessel proceeded thither direct shall be paid for by Charterers at the rate of demurrage as specified in Box 16 per running day and pro rata for part of a running day, plus the cost of any additional bunkers consumed.	242 243 244 245 246 247 248 249 250 251 252 253 254 255	29. General Average and New Jason Clause	349
If no rate of freight is specified in Box 21 for the selected alternative port or place, then freight shall be paid at the rate applicable for the voyage first nominated adjusted by allowance, at the demurrage rate specified in Box 16, for the difference in the time taken for the actual voyage and the estimated time required to perform the first nominated voyage, the cost of the difference in bunker oil consumption and the difference, if any, in port charges at the respective ports.	256 257 258 259 260 261 262	General Average shall be payable according to the York/Antwerp Rules, 1974, or any modification thereof, but if, notwithstanding the provisions specified in Box 24 the adjustment is made in accordance with the law and practice of the United States of America, the following clause shall apply:	350 351 352 353
The Vessel not to force ice but to follow icebreaker to the same extent as similar vessels.	263 264	"In the event of accident, danger, damage or disaster before or after the commencement of the voyage, resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequence of	354 355 356

PART II
"BISCOILVOY 86" Charter Party

which, Owners are not responsible, by statute, contract or otherwise, 357
the cargo, shippers, consignees or owners of the cargo shall contribute 358
with Owners in general average to the payment of any sacrifices, losses 359
or expenses of a general average nature that may be made or incurred 360
and shall pay salvage and special charges incurred in respect of the 361
cargo. 362
If a salving vessel is owned or operated by Owners, salvage shall be 363
paid for as fully as if the said salving vessel or vessels belonged to 364
strangers. Such deposit as Owners, or their agents, may deem 365
sufficient to cover the estimated contribution of the cargo and any 366
salvage and special charges thereon shall, if required, be made by the 367
cargo, shippers, consignees or owners of the cargo to Owners before 368
delivery". 369

If by reason of or in compliance with any such direction or recommendation 419
the Vessel does not proceed to the port or ports of discharge originally 420
designated or to which she may have been ordered pursuant to the terms of 421
the Bills of Lading, the Vessel may proceed to any safe port of discharge 422
which the Master or Owners in his or their discretion may decide on and 423
there discharge the cargo. Such discharge shall be deemed to be due 424
fulfilment of the contract or contracts of affreightment and the Owners shall 425
be entitled to freight as if discharge has been effected at the port or ports 426
originally designated or to which the Vessel may have been ordered 427
pursuant to the terms of the Bills of Lading. All extra expenses involved in 428
reaching and discharging the cargo at any such other port of discharge 429
shall be paid by the Charterers and/or cargo owners and the Owners shall 430
have a lien on the cargo for freight and all such expenses. 431

30. War Risks

370

(1) The Master shall not be required or bound to sign Bills of Lading for any 371
blockaded port or for any port which the Master or Owners in his or their 372
discretion consider dangerous or impossible to enter or reach. 373
(2) (A) If any port of loading or of discharge named in this Charter Party or to 374
which the Vessel may properly be ordered pursuant to the terms of the Bills 375
of Lading be blockaded, or (B) if owing to any war, hostilities, warlike 376
operations, civil war, civil commotions, revolutions, or the operation of 377
international law (a) entry to any such port of loading or of discharge or the 378
loading or discharge of cargo at any such port be considered by the Master 379
or Owners in his or their discretion dangerous or prohibited, or (b) it be 380
considered by the Master or Owners in his or their discretion dangerous or 381
impossible for the Vessel to reach any such port of loading or of discharge - 382
the Charterers shall have the right to order the cargo or such part of it as may 383
be affected to be loaded or discharged at any other safe port of loading or of 384
discharge within the range of loading or discharging ports respectively 385
established under the provisions of the Charter Party (provided such other 386
port is not blockaded or that entry thereto or loading or discharge of cargo 387
thereat is not in the Master's or Owners' discretion dangerous or 388
prohibited). If in respect of a port of discharge no orders be received from 389
the Charterers within 48 hours after they or their agents have received from 390
the Owners a request for the nomination of a substitute port, the Owners 391
shall then be at liberty to discharge the cargo at any safe port which they or 392
the Master may in their or his discretion decide on (whether within the range 393
of discharging ports established under the provisions of the Charter Party or 394
not) and such discharge shall be deemed to be due fulfilment of the contract 395
or contracts of affreightment so far as cargo so discharged is concerned. In 396
the event of the cargo being loaded or discharged at any such other port 397
within the respective range of loading or discharging ports established 398
under the provisions of the Charter Party, the Charter Party shall be read in 399
respect of freight and all other conditions whatsoever as if the voyage 400
performed were that originally designated. In the event, however, that the 401
Vessel discharges the cargo at a port outside the range of discharging ports 402
established under the provisions of the Charter Party, freight shall be paid 403
as for the voyage originally designated and all extra expenses involved in 404
reaching the actual port of discharge and/or discharging the cargo thereat 405
shall be paid by the Charterers or cargo owners. In this latter event the 406
Owners shall have a lien on the cargo for all such extra expenses. 407
(3) The Vessel shall have liberty to comply with any directions or 408
recommendations as to departure, arrival, routes, ports of call, stoppages, 409
destinations, zones, waters, delivery or in any other wise whatsoever given 410
by the government of the nation under whose flag the Vessel sails or any 411
other government or local authority including any *de facto* government or 412
local authority or by any person or body acting or purporting to act as or with 413
the authority of any such government or authority or by any committee or 414
person having under the terms of the war risks insurance on the Vessel the 415
right to give any such directions or recommendations. If by reason of or in 416
compliance with any such directions or recommendations, anything is done 417
or is not done such shall not be deemed a deviation. 418

31. Bills of Lading

432

Bills of Lading are to be signed as presented without prejudice to this 433
Charter Party, and Charterers hereby indemnify Owners against all 434
liabilities that may arise from the signing of Bills of Lading as presented to 435
the extent that the terms of such Bills of Lading impose more onerous 436
liabilities upon Owners than those assumed by Owners under the terms of 437
this Charter Party. 438
Neither the Owners nor their Servants shall be required to sign or endorse 439
Bills of Lading showing freight prepaid unless and until the freight due to 440
Owners has actually been paid. 441
Charterers are to procure that all Bills of Lading issued under this Charter 442
Party shall contain the Both-to-Blame Collision Clause, the General 443
Average and New Jason Clause, and the War Risks Clause in the form 444
prescribed in this Charter Party and that in addition all Bills of Lading shall 445
contain the following Paramount Clause: 446
"Paramount Clause 447
This Bill of Lading shall have effect subject to the provisions of any 448
legislation relating to the carriage of goods by sea which incorporates 449
therein the Hague Rules contained in the International Convention for 450
the Unification of certain rules relating to Bills of Lading, dated Brussels 451
25th August, 1924, or any modification thereof, which is compulsorily 452
applicable to the contract of carriage herein contained. When no such 453
enactment is in force in the country of shipment the corresponding 454
legislation of the country of destination shall apply, but in respect of 455
shipments to which no such enactments are compulsorily applicable, 456
the terms of the said Convention shall apply." 457

32. Subletting/Assigning

458

Subject to Owners' approval, which shall not be unreasonably withheld, 459
Charterers shall have the liberty of subletting or assigning this Charter Party 460
to any individual or Company, but Charterers shall always remain 461
responsible for the due fulfilment of all terms and conditions of this Charter 462
Party. 463

33. Law and Arbitration

464

This Charter Party shall be governed by English Law and any dispute arising 465
out of this Charter Party or any Bill of Lading issued thereunder shall be 466
referred to arbitration in London, one arbitrator being appointed by each 467
party, in accordance with the Arbitration Acts 1950-1979 or any statutory 468
modification or re-enactment thereof for the time being in force. On the 469
receipt by one party of the nomination in writing of the other party's 470
arbitrator, that party shall appoint their arbitrator within fourteen days, 471
failing which the decision of the single Arbitrator appointed shall apply. If 472
two Arbitrators properly appointed shall not agree they shall appoint an 473
umpire whose decision shall be final. 474

Sample Text