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UNITED NATIONS WORLD FOOD PROGRAMME
VOYAGE CHARTER PARTY
CODE NAME: "WORLDFOOD 99"



Approved by
The Documentary Committee of
THE BALTIC AND INTERNATIONAL MARITIME COUNCIL (BIMCO)

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1. Shipbroker		3. Place and date	
2. Vessel's name		5. Charterers and place of business World Food Programme of the United Nations Via Cesare Giulio Viola, 68/70 00148 Parco De' Medici - ROME Tel: +39-06-6513-2988 Fax: +39-06-6513-2844	
4. Owners and place of business (state full style and address)		7. Discharging port(s) or place(s). If applicable, also state number of days prior declaration of actual discharge port(s) or place(s) (Cl. 2)	
6. Loading ports(s) or place(s). If applicable, also state number of days prior declaration of actual load port(s) or place(s) (Cl. 2)		9. Vessel's description (see also SCHEDULE A)	
8. Cargo (also state quantity, if full and complete cargo not agreed state "part cargo") (Cl. 3)	10. Laydays date (Cl. 4)	11. Cancelling date (Cl. 5)	12. Present position/ETA first load port (Cl. 4)
13. Advance notices (loading) (Cl. 6) to be given to: World Food Programme of the United Nations Fax +39-06-6513-2844 & other parties:		14. Advance notices (discharging) (Cl. 7) to be given to: World Food Programme of the United Nations Fax +39-06-6513-2844 & other parties:	
15. Laytime for loading (Cl. 10)		16. Laytime for discharging (Cl. 10)	
17. Demurrage (loading and discharging) (Cl. 11)		18. Freight rate (Cl. 22)	
19. Freight payment (state currency and method of payment, beneficiary and bank account) (Cl. 22)		20. Brokerage commission and to whom payable (Cl. 38)	
21. Numbers of additional clauses covering special provisions, if agreed			

Part I

It is mutually agreed that this Charter Party shall be performed subject to the conditions contained herein consisting of PART I and PART II. The provisions of PART I shall prevail over the terms of PART II to the extent of any conflict between them.

Signature (Owners)	Signature (Charterers)
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**“WORLDFOOD 99”
SCHEDULE A**



Vessel's name

Owners's Details

A. Owner's Name	The name of the registered Owner if the party identified in Box A is <u>not</u> the registered Owner.
Address	Address
Telex	Telex
Phone	Phone
Contact	Contact
Owner's P&I Club	Registered Owner's P&I Club
Owner's Hull & Machinery Insurers/Hull & Machinery value	Registered Owner's Hull & Machinery Insurers/Hull & Machinery value
Certificates attached	Certificates attached

Vessel Description

Flag	Year built
Call sign Fax//Telex	Class
NT	GT
DWT	Draft
TPC	Speed
Gear	LOA
Beam	Twin hatch
Number of holds	Hatch dimensions
Number of holds	
Grain cubic	Bale cubic

Supplementary Information

Last special survey	Last dry dock
Last 2 cargoes	
Details of General Average in last 2 years	Previous names in last 12 months

Part1

PART II
“Worldfood 99” Charter Party

1. Vessel	1	5. Cancelling	70
(a) The Owners shall:	2	(a) The Charterers shall have the option of cancelling the Charter Party if	71
(i) before and at the beginning of the voyage exercise due diligence to	3	the Vessel has not tendered notice of readiness to load on or before 17.00	72
make the Vessel seaworthy and in every way fit for the voyage and for	4	hours on the cancelling date stated in Box 11 .	73
the trade for which she is employed, with a full complement of Master,	5	(b) Should the Owners anticipate that, despite the exercise of due	74
officers and crew for a vessel of her type, tonnage and flag;	6	diligence, the Vessel will not be ready to load by the cancelling date, they	75
(ii) ensure that throughout the currency of this Charter Party the Vessel	7	shall notify the Charterers thereof without delay stating the actual date of	76
and her Master, officers and crew will comply with all safety and	8	sailing or the expected date of the Vessel's readiness to sail from her last	77
health regulations and other statutory rules or regulations and	9	discharge port and her expected date of readiness to load.	78
internationally recognized requirements necessary to secure safe	10	In notifying the Charterers of the delay the Owners may require the	79
and unhindered loading of the cargo, performance of the voyage and	11	Charterers to declare within two working days after receipt of such notice	80
discharge of the cargo;	12	whether they will exercise their option to cancel the Charter Party or agree	81
(iii) ensure that throughout the currency of this Charter Party the Vessel	13	to a new cancelling date.	82
is fully insured in respect of loss of or damage to or in connection with	14	If the Charterers do not exercise their option of cancelling, then this	83
cargo by the Protection and Indemnity Class of the P&I Club stated in	15	Charter Party shall be deemed to be amended such that the fourth day	84
Schedule A and also insured against hull and machinery risks for a	16	after the new date of readiness indicated in the Owners' notification shall	85
value not less than that specified in Schedule A .	17	be regarded as the new cancelling date.	86
(b) The Vessel as described in Box 9 and in Schedule A shall be classed	18	(c) The provisions of sub-clause (b) of this Clause shall operate only once	87
Lloyd's 100 A1 or equivalent as stated in Schedule A . The Owners warrant	19	and, in case of the Vessel's further delay, the Charterers shall have the	88
to maintain that class throughout the currency of this Charter Party.	20	option of cancelling the Charter Party as per sub-clause (a) above.	89
2. Voyage	21	6. Advance Notices (Loading)	90
(a) The Vessel shall with all reasonable despatch proceed to the loading	22	(a) The Owners shall give the following notices of ETA (Estimated Time	91
port(s) or place(s) stated in Box 6 or so near thereto as she may safely get	23	of Arrival) at first or sole loading port to the Charterers and the Parties	92
and lie always safe and afloat, and there load the cargo stated in Box 8 ,	24	indicated in Box 13 ;	93
and being so loaded the Vessel shall with all reasonable despatch proceed	25	(i) notice of ETA at time of fixture;	94
to the discharging port(s) or place(s) stated in Box 7 or so near thereto as	26	(ii) 10 days notice of ETA;	95
she may safely get and lie always safe and afloat and there deliver the	27	(iii) 72 hours notice of ETA;	96
cargo.	28	(iv) 24 hours definite notice of arrival.	97
If the Charterers have the right to order the Vessel to load and/or discharge	29	Notwithstanding provisions to the contrary in Clauses 8 and 9 , if the	98
at one or more ports out of several named ports or within a specific range,	30	Owners fail to give notice in accordance with sub-clause 6 (a)(iv) , laytime	99
the Charterers shall declare the actual port or ports of loading and/or	31	shall not start to count until 48 hours after the arrival of the Vessel.	100
discharge within the number of days stated in Boxes 6 and 7 , respectively.	32	(b) The Master shall give the Vessel's position every 72 hours after fixing	101
Unless loading and/or discharging ports are named in this Charter Party,	33	and, if transiting the Suez Canal and/or the Panama Canal, the Master	102
the responsibility for providing safe ports or places of loading and/or	34	shall notify the Charterers thereof, stating time of entering and leaving the	103
discharging lies with the Charterers.	35	Canal(s).	104
(b) <i>Rotation of Ports</i>	36	7. Advance Notices (Discharging)	105
Unless otherwise agreed, loading and/or discharging at two or more ports	37	(a) The Owners or the Master shall give the following notices of ETA at	106
shall be effected in geographical rotation.	38	first or sole discharging port to the Charterers and the Parties indicated in	107
3. Cargo	39	Box 14 ;	108
(a) Unless otherwise stated in Box 8 , this Charter Party is for a full and	40	(i) Upon sailing from loading port (or if more than one loading port from	109
complete cargo as described in Box 8 .	41	final port of loading) approximate ETA, also stating quantity of cargo	110
(b) The Charterers warrant that the cargo referred to in Box 8 is non-	42	loaded and estimated arrival draft;	111
dangerous for carriage according to applicable safety regulations	43	(ii) 10 days notice of ETA;	112
including IMO Code(s).	44	(iii) 72 hours notice of ETA;	113
(c) Part Cargo - if agreed and stated in Box 8 that this Charter Party is for	45	(iv) 24 hours definite notice of arrival.	114
a part cargo, the Owners guarantee that any additional cargo shall be non-	46	Notwithstanding provisions to the contrary in Clauses 8 and 9 , if the	115
hazardous and non-injurious to the cargo carried under this Charter Party	47	Owners or the Master fail to give notice in accordance with sub-clause 7	116
and that in any event no fertilisers or chemicals will be loaded.	48	(a) (iv), laytime shall not start to count until 48 hours after the arrival of the	117
Such additional cargo shall be stowed in separate compartments and shall	49	Vessel.	118
not affect the rate of loading and discharging of the cargo under this	50	(b) The Master shall give to the Charterers the Vessel's position every 72	119
Charter Party as stipulated in Boxes 15 and 16 , respectively.	51	hours en route to the discharging port and, if transiting the Suez Canal and/	120
If cargo other than the Charterers' cargo is loaded/discharged at the same	52	or the Panama Canal, the Master shall notify the Charterers thereof,	121
port and/or berth and waiting time is incurred, such time shall be calculated	53	stating time of entering and leaving the Canal(s).	122
on a pro rata basis according to the quantity of each cargo. If cargo other	54	8. Notice of Readiness (Loading and Discharging)	123
than the Charterers' cargo is loaded/discharged at the same berth, time	55	(a) At each port of loading or discharging, notice of readiness shall be	124
shall only count when the Charterers' cargo is actually being loaded/	56	given by the Master to the Charterers and the Parties indicated in Boxes	125
discharged. Should cargo other than the Charterers' cargo interfere in any	57	13 and 14 , as appropriate, when the Vessel is in the loading or discharging	126
way whatsoever with loading/discharging of the Charterers' cargo, time	58	berth and has obtained customs clearance and free pratique and is in all	127
shall cease to count entirely if the Charterers' loading/discharging is	59	respects ready to load or discharge.	128
stopped completely or on a pro rata basis if partially stopped.	60	(b) At loading port before tendering notice of readiness, the Owners and	129
The Owners shall pay totally or proportionally the costs of lightening, if any,	61	the Master shall ensure that all holds of the Vessel are clean, dry and free	130
at the port(s) of discharge incurred due to loading of completion cargo.	62	from smell and in all respects suitable to receive the cargo to the	131
(d) Unless otherwise stated in Box 8 , all quantities shall be expressed in	63	Charterers' satisfaction.	132
tons of 1,000 kilograms.	64	(c) If a loading/discharging berth is not designated or if such designated	133
4. Laydays Date and Present Position	65	berth is not available upon the Vessel's arrival at or off the port, notice of	134
(a) Laydays shall not commence before 07.00 hours on the date stated in	66	readiness may be given upon arrival at the customary waiting place at or	135
Box 10 . However, notice of readiness may be given before that date and	67	off the port, whether cleared at customs or not and whether in free pratique	136
notice time shall run forthwith.	68	or not.	137
(b) Present position of the Vessel as per Box 12 .	69	However, if upon the Vessel's arrival at or off the port she is prevented from	138
		proceeding to the loading/discharging berth by her inefficiency, weather,	139

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tidal conditions, strikes of tugs or pilots, or mandatory regulations, notice of readiness may be given only when such hindrance(s) has (have) ceased.	140 141 142		
(d) Notice of readiness to load or discharge shall be tendered between the hours of 09.00 to 17.00 on ordinary working days, Sundays (or their local equivalents) excepted and between the hours of 09.00 to 12.00 on Saturdays (or their local equivalents).	143 144 145 146		
9. Time Counting (Loading and Discharging)	147		
(a) At first or sole loading and discharging port, laytime for loading and discharging shall commence at 07.00 hours on the next working day following tendering of notice of readiness in accordance with Clause 8 .	148 149 150		
(b) While at second or subsequent port(s) of loading and discharging, laytime shall count upon the Master's tendering of notice of readiness, whether in berth or not, provided the notice of readiness is tendered in accordance with Clause 8 , otherwise the laytime shall commence at 07.00 hours on the next working day.	151 152 153 154 155		
(c) If the notice of readiness has been tendered while the Vessel is at or off the port, in accordance with Clause 8 , the laytime shall commence and shall count as if the Vessel were in berth.	156 157 158		
(d) Actual time used for shifting to the loading/discharging berth or to a waiting berth in port shall not count as laytime unless the Vessel is already on demurrage.	159 160 161		
(e) If, after tendering notice of readiness and provided the Charterers have appointed and paid for an independent surveyor to inspect the Vessel's holds as soon as possible, the Vessel is nevertheless found not to be in all respects ready to load/discharge, the actual time lost until the Vessel is in fact ready to load/discharge (including customs clearance and free pratique, if applicable) shall not count as laytime or, if the Vessel is already on demurrage, as time on demurrage.	162 163 164 165 166 167 168		
(f) Time lost as a result of inefficiency or any other cause, including strike by officers and crew, attributable to the Vessel, her Master, her crew or the Owners which affects the working of the Vessel, shall not count as laytime or as time on demurrage.	169 170 171 172		
(g) In the event that the Vessel is waiting for a loading or discharging berth and notice of readiness has been tendered according to Clause 9(c) , no laytime shall be deducted during such period for reasons of weather, unless the vessel occupying the loading or discharging berth in question is actually prevented from working due to weather conditions, in which case laytime so lost shall not count unless the Vessel is already on demurrage.	173 174 175 176 177 178		
(h) <i>Excepted Periods.</i>	179		
(i) In those countries in which Sunday is the recognised day of rest, laytime shall not run from either 12.00 hours on Saturday or, where Saturday is a day on which stevedores work only at overtime rates, from the time on Friday at which stevedores cease to be paid at the normal rate, until 07.00 hours on Monday.	180 181 182 183 184		
(ii) In those countries in which Friday is the recognised day of rest, laytime shall not run from either 12.00 hours on Thursday or, where Thursday is a day on which stevedores work only at overtime rates, from the time on Wednesday at which stevedores cease to be paid at the normal rate, until 07.00 hours on Saturday.	185 186 187 188 189		
(iii) Laytime shall not run from 17.00 hours on a day preceding a national or local holiday until 07.00 hours on the next working day.	190 191		
(iv) If work is actually carried out during any of the excepted periods specified in sub-paragraphs (i) to (iii) hereof, only half of such time actually used shall count as laytime.	192 193 194		
10. Loading and Discharging	195		
(a) <i>Bulk Cargo</i> - If loading bulk cargo, the cargo shall be loaded and spout-trimmed by the Charterers at their expense, but under the supervision of the Master, at the rate stated in Box 15 per weather working day of 24 consecutive hours (subject to excepted periods according to Clause 9).	196 197 198 199 200		
<i>Other than Bulk Cargo</i> - If loading other than bulk cargo, the cargo shall be loaded and stowed by the Charterers at their expense, but under the supervision of the Master, at the rate stated in Box 15 per weather working day of 24 consecutive hours (subject to excepted periods according to Clause 9).	201 202 203 204 205		
(b) The cargo shall be discharged by the Charterers at their expense, but under the supervision of the Master, at the rate stated in Box 16 per weather working day of 24 consecutive hours (subject to excepted periods according to Clause 9).	206 207 208 209		
(c) At each loading and discharging port stevedores shall be appointed	210		
		and paid by the Charterers.	211
		(d) <i>Cargo Handling</i> - During the loading and discharging operations, the Master shall supervise the work performed by the stevedores and shall instruct them properly in regard to handling, loading, stowage and discharging of the cargo.	212 213 214 215
		Should the stevedores refuse to follow his instructions, the Master shall protest to them in writing and shall advise the Charterers immediately thereof.	216 217 218
		11. Demurrage/Despatch Money	219
		(a) Demurrage in loading and discharging shall be paid by the Charterers at the rate as stated in Box 17 per running day or pro rata.	220 221
		(b) Despatch money at half the demurrage rate shall be paid by the Owners on laytime saved in loading and/or discharging.	222 223
		(c) Demurrage and Despatch accounts shall be settled when finalizing accounts as per Clause 22 .	224 225
		(d) Laytime between ports of loading and discharging shall be non-reversible. If the Vessel has to load at two or more ports, the ports shall be regarded as a single one for the purpose of laytime computation and the same principle applies to discharging ports. For the purposes of computing laytime, twin/double hatches shall count as one hatch only.	226 227 228 229 230
		12. Shifting and Warping	231
		(a) <i>Shifting</i> - The Charterers shall have the option of ordering the Vessel to load and/or discharge at a second safe berth if required. The costs of shifting from first to second berth shall be for the Owners' account. Time used for shifting shall count as laytime unless shifting is performed during excepted periods according to Clause 9 .	232 233 234 235 236
		(b) <i>Warping</i> - The Vessel shall be warped alongside the loading/discharging appliances, as reasonably required, at the Owners' risk and expense, but time shall count as laytime unless warping is performed during excepted periods according to Clause 9 .	237 238 239 240
		Overtime expenses for the Vessel's officers and crew and costs for bunkers consumed shall be for the Owners' account.	241 242
		(c) <i>Seaworthy Trim</i> - The Charterers shall leave the Vessel in a seaworthy trim and with cargo on board safely stowed to the Master's satisfaction between loading berths/ports and between discharging berths/ports, respectively. Any expenses resulting therefrom shall be for the Charterers' account and any time used shall count as laytime.	243 244 245 246 247
		13. Dunnage/Separation	248
		(a) <i>Dunnage</i> - The Owners shall provide, lay and erect all dunnage material (including paper, plastic, etc.) required for the proper stowage and protection of the cargo.	249 250 251
		(b) <i>Separation</i> - The Charterers shall have the right to ship parcels of different qualities or parcels for different receivers in separate holds within the Vessel's natural segregation and suitable for her trim provided that such parcels can be loaded, carried and discharged without affecting the Vessel's seaworthiness. No separation other than natural separation will be required for cargoes carried under this Charter Party.	252 253 254 255 256 257
		14. Opening and Closing of Hatches	258
		Opening and closing of hatches at loading and discharging ports shall be performed by the Vessel's crew at the Owners' expense. Such operations shall, if required by Charterers, also be performed outside usual stevedore working hours. If use of the Vessel's crew is not permitted by local authorities or local union regulations, shore labour (stevedores) shall be provided and paid for by the Charterers.	259 260 261 262 263 264
		The Master has the responsibility of taking action for closing of hatches in the event of inclement weather or the presence of substances harmful to the cargo during loading and discharging.	265 266 267
		15. Vessel's Cargo Gear	268
		(a) <i>Cargo handling gear</i> - The Owners shall always give free use, throughout the duration of loading and discharging, of all Vessel's cargo handling gear and the Vessel shall have sufficient motive power to operate all cargo handling gear simultaneously. The Owners also to make available all slings as on board.	269 270 271 272 273
		(b) <i>Breakdowns</i> - All equipment referred to in (a) above shall be maintained in good working order up to tested capacity and with valid certificates throughout the currency of this Charter Party. Unless caused by negligence of the Charterers' stevedores, time lost by breakdown of Vessel's cargo handling gear - pro rata the total number of cranes/winch	274 275 276 277 278

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required at that time for loading/discharging cargo under this Charter Party	279	(a) No bills of lading will be issued for shipments under this Charter Party.	347
- shall not count as laytime or as time on demurrage, and cost of labour	280	(b) The Owners agree to issue a Cargo Receipt as per the	348
standing-by as a result shall be for the Owners' account.	281	"Worldfoodreceipt 99" Cargo Receipt Form attached hereto incorporating	349
(c) <i>Cranemen/winchmen</i> - On request, the Owners shall provide, free of	282	all terms, conditions, liberties, clauses and exceptions of this Charter	350
charge, cranemen/ winchmen from the crew to operate the Vessel's cargo	283	Party. In the event of a conflict of conditions between the Cargo Receipt	351
handling gear, unless the crew's employment conditions or local union or	284	and this Charter Party, the provisions of this Charter Party shall prevail to	352
port regulations prohibit this, in which event shore labourers shall be	285	the extent of such conflict but no further.	353
provided and paid for by the Charterers. Cranemen/winchmen, whether	286		
crew or shore labourers, shall be deemed the Charterers' servants and	287		
shall always work under supervision of the Master, but at the Charterers'	288		
risk and responsibility.	289		
This Clause shall not apply if Vessel is gearless and stated as such in	290		
Schedule A.	291		
16. Light	292	21. Tally	354
Whenever required, the Owners shall provide free of charge, throughout	293	(a) The Cargo Receipt shall be conclusive evidence of the quantity of	355
the duration of loading/discharging, light (as on board) for work on and	294	cargo loaded.	356
under deck.	295	(b) If the cargo consists of bags, bales, cases and/or drums, the Vessel	357
		shall be responsible for the number of packages shipped and the	358
		provisions of sub-clause (a) also to apply.	359
		(c) At each discharging port, the Charterers shall appoint recognised	360
		tallymen to act jointly on behalf of the Owners and the Charterers. Such	361
		joint tally shall be binding upon both parties provided that such tally is kept	362
		during discharging and all costs shall be for the Charterers' account.	363
		(d) At each loading port the Owners and the Charterers shall accept the	364
		standard loading terminal procedures for weighing, control/checking and	365
		tally of cargo at the Charterers' expense.	366
17. Loading/Stowing/Trimming and Discharging	296	22. Freight Payment	367
(a) <i>Bulk cargo</i> - The Vessel shall be suitable for grab discharge and no	297	(a) The freight at the rate indicated in Box 18 shall be calculated on the	368
cargo shall be loaded into spaces inaccessible to grabs. However, the	298	gross intaken weight/quantity stated in the Cargo Receipt.	369
Master has the right to load cargo into such places for the purposes of	299	(b) 90 (ninety) per cent of the freight is due and payable by the Charterers	370
stability of the Vessel. Any extra expense is to be for the Owners' account.	300	within 5 (five) working days after release of signed Cargo Receipt.	371
Time used in loading and/or discharging into or from these places shall not	301	(c) The Charterers shall, if the Owners so request, pay any demurrage	372
count, even if the Vessel is on demurrage.	302	which is due, every 14 days in arrears.	373
(b) The Owners warrant that the Vessel is approved by the Vessel's	303	(d) The balance of freight with any adjustment for demurrage, despatch	374
classification society or an organisation acceptable thereto for the carriage	304	money, dead freight and/or any other sums payable to the Owners under	375
of bulk grain under the applicable SOLAS regulations. The Owners further	305	this Charter Party and any Cargo Receipt issued hereunder shall be paid	376
warrant that approved information relating to dispensation from trimming	306	promptly by the Charterers upon receipt of the Owners' invoice in duplicate	377
end of filled holds will be on board the Vessel on arrival at the loading port.	307	giving details of freight due, despatch/demurrage incurred at loading and	378
Any trimming other than spout trimming (whether spout trimming head is	308	discharging ports and supported by all the following documents in	379
moveable or fixed) shall be for the Owners' expense and time so used shall	309	duplicate:	380
not count as laytime or demurrage. Any bagging, strapping or securing	310	(i) Statement of Facts signed by the Master and the Charterers' agent	381
which may be required is to be supplied and paid for by the Owners and	311	and/or representatives at both ends;	382
time used shall not count as laytime or demurrage. Bleeding of bags, if	312	(ii) Laytime statements (time sheets);	383
any, at discharging port shall be for Owners' time, risk and expense.	313	(iii) Receipted commission invoices from all brokers mentioned in the	384
(c) <i>Bagged, cartoned and palletised cargo</i> - In the case of bagged,	314	Charter Party;	385
cartoned and palletised cargo, any cargo space into which such cargo is	315	(iv) A comprehensive Stowage Plan showing gross cargo quantities	386
loaded must be accessible to customary loading and discharging	316	loaded hold by hold;	387
equipment.	317	(v) Surveyor's report on draft and cubic survey in respect of any dead	388
		freight claim which shall also be supported by a voucher approved by	389
		the Master and the Charterers'/Shippers' representatives at loading	390
		port.	391
		(vi) A fully executed copy of the Charter Party.	392
18. Stevedore Damage	318	(e) The Charterers may deduct from any balance payable under (d)	393
The Charterers shall be responsible for damage (beyond ordinary wear	319	above a sufficient amount as security for duly particularised claims against	394
and tear) caused by stevedores to any part of the Vessel. Such damage	320	the Owners for loss of or damage to cargo which shall have been	395
shall be notified as soon as reasonably possible, but latest when the	321	established on discharge, but only insofar as the P & I Club stated in	396
Vessel is sailing from her last discharge port, by the Master to the	322	Schedule A shall have failed to provide a Letter of Undertaking to meet any	397
Charterers or their agents and to their stevedores, failing which the	323	proper liability of the Owners for such claims within 48 hours of a request	398
Charterers shall not be held responsible. The Master shall endeavour to	324	from the Charterers for such Club Letter of Undertaking, which request	399
obtain the stevedores' written acknowledgment of the damage caused.	325	shall also particularise the alleged claims as above and shall indicate the	400
The Charterers have the right to repair any stevedore damage at any time	326	total amount of the security required.	401
prior to completion of the voyage where practicable, or otherwise at a place	327	(f) The freight and other sums due to the Owners shall be paid in the	402
mutually agreed between the parties, but must repair stevedore damage	328	currency and in the manner stated in Box 19 .	403
affecting the Vessel's seaworthiness or class before the Vessel sails from	329		
the port where such damage was caused or found. All additional expenses	330		
incurred shall be for the account of the Charterers and any time lost shall	331		
be for the account of and shall be paid to the Owners by the Charterers at	332		
the demurrage rate.	333		
19. Overtime	334	23. Dues, Taxes and Charges	404
(a) <i>Expenses</i> - All overtime expenses at loading and discharging port(s)	335	(a) <i>On the Vessel</i> - The Owners shall pay all dues, duties, taxes and other	405
shall be for the account of the party ordering same.	336	charges customarily levied on the Vessel, howsoever the amount thereof	406
If overtime is ordered by port authorities or the party (not being the	337	may be assessed.	407
Charterers) controlling the loading and/or discharging terminal or facility,	338	(b) <i>On the cargo</i> - The Charterers shall pay all dues, duties, taxes and	408
all overtime expenses are to be paid by the Charterers. Overtime	339	charges levied on the cargo at the port of loading/discharging, howsoever	409
expenses for the Vessel's officers and crew shall always be for the	340	the amount thereof may be assessed.	410
Owners' account.	341	(c) <i>On the freight</i> - Taxes levied on the freight shall be paid by	411
(b) <i>Time Counting</i> - If overtime ordered by the Owners is worked during	342	the Owners.	412
excepted periods the actual time used shall count as laytime. If overtime	343		
ordered by the Charterers is worked during excepted periods half the	344		
actual time used shall count as laytime.	345		
		24. Extra Insurance	413
20. Cargo Receipt	346	Any extra insurance on cargo owing to Vessel's age, class, flag or	414
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freight. The Charterers shall furnish evidence of payment supporting any such deduction. Unless a maximum amount has been agreed, such extra insurance shall not exceed the lowest extra premium which would be charged for the Vessel and voyage in the London insurance market.	416 417 418 419	expense whatsoever and howsoever arising which the Charterers and/or the holders of any cargo receipt(s) issued pursuant to this Charter Party may sustain by reason of any requirement to establish or maintain financial security or responsibility in order to enter, remain in or leave any port, place or waters, other than to the extent provided in paragraph (a) hereof.	484 485 486 487 488 489
25. Lien	420		
The Owners shall have a lien on the cargo for freight. The Charterers shall remain responsible for freight, dead freight and demurrage incurred at port(s) of loading and/or discharging.	421 422 423		
26. Liberty	424		
The Vessel shall have liberty 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 whatsoever.	425 426 427 428		
27. United Nations Emergency Clause	429		
The Charterers have the right in case of an emergency situation arising to change the Vessel's destination, subject only to the Owners' consent, which shall not be unreasonably withheld. In this event, the Owners and the Charterers shall agree on any necessary adjustment in freight rates in consequence of the change of destination. Failing such agreement, the new rate shall be determined by a shipbroker appointed, at the request of either party, by the Institute of Chartered Shipbrokers, London, acting as valuer and not as arbitrator.	430 431 432 433 434 435 436 437		
28. General Clause Paramount	438		
The International Convention for the Unification of Certain Rules of Law relating to Bills of Lading signed at Brussels on 25 August 1924 ("the Hague Rules") as amended by the Protocol signed at Brussels on 23 February 1968 ("the Hague-Visby Rules") and as enacted in the country of shipment shall apply to this Charter Party. When the Hague-Visby Rules are not enacted in the country of shipment, the corresponding legislation of the country of destination shall apply, irrespective of whether such legislation may only regulate outbound shipments.	439 440 441 442 443 444 445 446		
When there is no enactment of the Hague-Visby Rules in either the country of shipment or in the country of destination, the Hague-Visby Rules shall apply to this Charter Party save where the Hague Rules as enacted in the country of shipment or if no such enactment is in place, the Hague Rules as enacted in the country of destination, compulsorily applicable to shipments, in which case the provisions of such Rules shall apply.	447 448 449 450 451 452		
The Protocol signed at Brussels on 21 December 1979 ("the SDR Protocol 1979") shall apply where the Hague-Visby Rules apply, whether mandatorily or by this Charter Party.	453 454 455		
The Carrier shall in no case be responsible for loss of or damage to cargo arising prior to loading, after discharging, or while the cargo is in the charge of another carrier, or with respect to deck cargo and live animals.	456 457 458		
29. P & I Charter Party Pollution Clause	459		
(a) The Owners warrant that throughout the currency of this Charter Party they will provide the Vessel with certificates issued pursuant to Section 1016 (a) of the Oil Pollution Act 1990, and Section 108 (a) of the Comprehensive Environmental Response, Compensation and Liability Act 1980, as amended, in accordance with Part 138 of Coast Guard Regulations 33 CFR.	460 461 462 463 464 465		
(b) Notwithstanding anything whether printed or typed herein to the contrary,	466 467		
(i) save as required for compliance with paragraph (a) hereof, the Owners shall not be required to establish or maintain financial security or responsibility in respect of oil or other pollution damage to enable the Vessel lawfully to enter, remain in or leave any port, place, territorial or contiguous waters of any country, state or territory in performance of this Charter Party.	468 469 470 471 472 473		
(ii) The Charterers shall indemnify the Owners and hold them harmless in respect of any loss, damage, liability or expense (including but not limited to the costs of any delay incurred by the Vessel as a result of any failure by the Charterers promptly to give alternative voyage orders) whatsoever and howsoever arising which Owners may sustain by reason of any requirement to establish or maintain financial security or responsibility in order to enter, remain in or leave any port, place or waters, other than to the extent provided in paragraph (a) hereof.	474 475 476 477 478 479 480 481 482		
(iii) the Owners shall not be liable for any loss, damage, liability or	483		
30. ISM Clause	490		
From the date of coming into force of the International Safety Management (ISM) Code in relation to the Vessel and thereafter during the currency of this Charter Party, the Owners shall procure that both the Vessel and "the Company" (as defined by the ISM Code) shall comply with the requirements of the ISM Code. Upon request the Owners shall provide a copy of the relevant Document of Compliance (DOC) and Safety Management Certificate (SMC) to the Charterers.	491 492 493 494 495 496 497		
Except as otherwise provided in this Charter Party, loss, damage, expense or delay caused by failure on the part of the Owners or "the Company" to comply with the ISM Code shall be for the Owners' account.	498 499 500		
31. Both to Blame Collision Clause	501		
If the Vessel comes into collision with another vessel as a result of the negligence of the other vessel and any act, neglect or default of the Master, mariner, pilot, or the servants of the Owners in the navigation or in the management of the Vessel, the owners of the cargo carried hereunder will indemnify the Owners against all loss or liability to the other or non-carrying vessel or her owners insofar 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 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.	502 503 504 505 506 507 508 509 510 511 512		
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.	513 514 515 516		
32. General Average and New Jason Clause	517		
General average shall be adjusted in London according to York-Antwerp Rules 1994 and any subsequent modification thereof.	518 519		
If general average is to be adjusted in accordance with the law and practice of the United States of America, the following clause shall apply: "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 which, the Owners are not responsible, by statute, contract or otherwise, the cargo, shippers, consignees or the owners of the cargo shall contribute with the Owners in general average to the payment of any sacrifices, losses or expenses of a general average nature that may be made or incurred and shall pay salvage and special charges incurred in respect of cargo. If a salving vessel is owned or operated by the Owners, salvage shall be paid for as fully as if the said salving vessel or vessels belonged to strangers. Such deposit as the Owners, or their agents, may deem sufficient to cover the estimated contribution of the goods and any salvage and special charges thereon shall, if required, be made by the cargo, shippers, consignees or owners of the goods to the Owners before delivery".	520 521 522 523 524 525 526 527 528 529 530 531 532 533 534 535 536		
33. Strike	537		
(a) If there is a strike or lock-out affecting or preventing the actual loading of the cargo, or any part of it, when the Vessel is ready to proceed from her last port or at any time during the voyage to the port or ports of loading or after her arrival there, the Master or the Owners may ask the Charterers to declare, that they agree to reckon the laydays as if there were no strike or lock-out. Unless the Charterers have given such declaration in writing (by telegram, if necessary) within 24 hours, the Owners shall have the option of cancelling this Charter Party. If part cargo has already been loaded, the Owners must proceed with same, (freight payable on loaded quantity only) having liberty to complete with other cargo on the way for their own account.	538 539 540 541 542 543 544 545 546 547 548		
(b) If there is a strike or lock-out affecting or preventing the actual discharging of the cargo on or after the Vessel's arrival at or off port of discharge and same has not been settled within 48 hours, the Charterers shall have the option of keeping the Vessel waiting until such strike or lock-	549 550 551 552		

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out is at an end against paying half demurrage after expiration of the time provided for discharging until the strike or lock-out terminates and thereafter full demurrage shall be payable until the completion of discharging, or of ordering the Vessel to a safe port where she can safely discharge without risk of being detained by strike or lock-out. Such orders to be given within 48 hours after the Master or the Owners have given notice to the Charterers of the strike or lock-out affecting the discharge. On delivery of the cargo at such port, all conditions of this Charter Party and of the Cargo Receipt shall apply and the Vessel shall receive the same freight as if she had discharged at the original port of destination, except that if the distance to the substituted port exceeds 100 nautical miles, the freight on the cargo delivered at the substituted port to be increased in proportion.	553 554 555 556 557 558 559 560 561 562 563 564 565	566 567 568 569	570 571 572 573 574 575 576 577 578 579 580 581 582 583 584 585 586 587 588 589 590 591 592 593 594 595 596 597 598 599 600 601 602 603 604 605 606 607 608 609 610 611 612	613 614 615 616 617 618 619 620 621 622 623	624 625 626 627 628 629 630 631 632 633 634 635 636 637 638 639 640 641 642 643 644 645 646 647 648 649 650 651 652 653 654 655 656 657 658 659 660 661 662 663 664 665 666 667 668 669 670 671 672 673 674 675 676 677 678 679 680 681 682 683 684 685 686 687 688 689 690 691 692 693 694 695 696
34. Ice					
<i>Loading Port</i>					
(a) Before Vessel's arrival - If the Vessel cannot reach the loading port by reason of ice when she is ready to proceed from her last port, or at any time during the voyage, or on her arrival, or if frost sets in after her arrival, the Master - for fear of the Vessel being frozen in - is at liberty to leave without cargo; in such cases this Charter Party shall be null and void.					
(b) During loading - If during loading the Master, for fear of Vessel being frozen in, deems it advisable to leave, he has liberty to do so with what cargo he has on board and to proceed to any other port with option of completing cargo for the Owners' own account to any port or ports including the port of discharge. Any part cargo thus loaded under this Charter Party to be forwarded to its destination at Vessel's expense against payment of the freight at the rate agreed in Box 18, on quantity delivered (in proportion if lump sum), all other conditions as per the Charter Party.					
(c) Loading at more than one port - In case of more than one loading port, and if one or more of the ports are closed by ice, the Master or the Owners to be at liberty either to load the part cargo at the open port and fill up elsewhere for the Owners' own account as under sub-clause (b) or to declare the Charter Party null and void unless the Charterers agree to load full cargo at the open port.					
<i>Voyage and Discharging Port</i>					
(d) Before Vessel's arrival - Should ice prevent the Vessel from reaching the port of discharge, the Charterers shall have the option of keeping the Vessel waiting until the re-opening of navigation and paying demurrage, or of ordering the Vessel to a safe and immediately accessible port where she can safely discharge without risk of detention by ice. Such orders to be given within 48 hours after the Owners or Master have given notice to the Charterers of impossibility of reaching port of destination.					
(e) During discharging - If during discharging the Master, for fear of Vessel being frozen in, deems it advisable to leave, he has liberty to do so with what cargo he has on board and to proceed to the nearest safe and accessible port. Such port to be nominated by Charterers as soon as possible, but not later than 24 running hours, Sundays and holidays excluded, of receipt of Owners' request for nomination of a substitute discharging port, failing which the Master will himself choose such port.					
(f) Discharging at substitute port - On delivery of the cargo at such port, all conditions of this Charter Party and of the Cargo Receipt shall apply and the Owners shall receive the same freight as if the Vessel had discharged at the original port of destination except that if the distance to the substitute port exceeds 100 nautical miles, the freight on the cargo delivered at that port to be increased in proportion.					
35. War Risks					
(a) For the purpose of this Clause, the words:					
(i) "Owners" shall include the shipowners, bareboat charterers, disponent owners, managers or other operators who are charged with the management of the Vessel, and the Master; and					
(ii) "War Risks" shall include any war (whether actual or threatened), act of war, civil war, hostilities, revolution, rebellion, civil commotion, warlike operations, the laying of mines (whether actual or reported), acts of piracy, acts of terrorists, acts of hostility or malicious damage, blockades (whether imposed against all vessels or imposed selectively against vessels of certain flags or ownership, or against					
certain cargoes or crews or otherwise howsoever), by any person, body, terrorist or political group, or the Government of any state whatsoever, which, in the reasonable judgement of the Master and/or the Owners, may be dangerous or are likely to be or to become dangerous to the Vessel, her cargo, crew or other persons on board the Vessel.					
(b) If at any time before the Vessel commences loading, it appears that, in the reasonable judgement of the Master and/or the Owners, performance of the Charter Party, or any part of it, may expose, or is likely to expose, the Vessel, her cargo, crew or other persons on board the Vessel to War Risks, the Owners may give notice to the Charterers cancelling this Charter Party, or may refuse to perform such part of it as may expose, or may be likely to expose, the Vessel, her cargo, crew or other persons on board the Vessel to War Risks; provided always that if this Charter Party provides that loading or discharging is to take place within a range of ports, and at the port or ports nominated by the Charterers the Vessel, her cargo, crew, or other persons onboard the Vessel may be exposed, or may be likely to be exposed, to War Risks, the Owners shall first require the Charterers to nominate any other safe port which lies within the range for loading or discharging, and may only cancel this Charter Party if the Charterers shall not have nominated such safe port or ports within 48 hours of receipt of notice of such requirement.					
(c) The Owners shall not be required to continue to load cargo for any voyage, or to sign Bills of Lading for any port or place, or to proceed or continue on any voyage, or on any part thereof, or to proceed through any canal or waterway, or to proceed to or remain at any port or place whatsoever, where it appears, either after the loading of the cargo commences, or at any stage of the voyage thereafter before the discharge of the cargo is completed, that, in the reasonable judgement of the Master and/or the Owners, the Vessel, her cargo (or any part thereof), crew or other persons on board the Vessel (or any one or more of them) may be, or are likely to be, exposed to War Risks. If it should so appear, the Owners may by notice request the Charterers to nominate a safe port for the discharge of the cargo or any part thereof, and if within 48 hours of the receipt of such notice, the Charterers shall not have nominated such a port, the Owners may discharge the cargo at any safe port of their choice (including the port of loading) in complete fulfilment of the Charter Party. The Owners shall be entitled to recover from the Charterers the extra expenses of such discharge and, if the discharge takes place at any port other than the loading port, to receive the full freight as though the cargo had been carried to the discharging port and if the extra distance exceeds 100 miles, to additional freight which shall be the same percentage of the freight contracted for as the percentage which the extra distance represents to the distance of the normal and customary route, the Owners having a lien on the cargo for such expenses and freight.					
(d) If at any stage of the voyage after the loading of the cargo commences, it appears that, in the reasonable judgement of the Master and/or the Owners, the Vessel, her cargo, crew or other persons on board the Vessel may be, or are likely to be, exposed to War Risks on any part of the route (including any canal or waterway) which is normally and customarily used in a voyage of the nature contracted for, and there is another longer route to the discharging port, the Owners shall give notice to the Charterers that this route will be taken. In this event the Owners shall be entitled, if the total extra distance exceeds 100 miles, to additional freight which shall be the same percentage of the freight contracted for as the percentage which the extra distance represents to the distance of the normal and customary route.					
(e) The Vessel shall have liberty:					
(i) to comply with all orders, directions, recommendations or advice as to departure, arrival, routes, sailing in convoy, ports of call, stoppages, destinations, discharge of cargo, delivery or in any way whatsoever which are given by the Government of the Nation under whose flag the Vessel sails, or other Government to whose laws the Owners are subject, or any other Government which so requires, or any body or group acting with the power to compel compliance with their orders or directions;					
(ii) to comply with the orders, directions or recommendations of any war risks underwriters who have the authority to give the same under the terms of the war risks insurance;					
(iii) to comply with the terms of any resolution of the Security Council of the United Nations, any directives of the European Community, the effective orders of any other Supranational body which has the right to issue and give the same, and with national laws aimed at enforcing					

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the same to which the Owners are subject, and to obey the orders and directions of those who are charged with their enforcement;	697 698	(c) The Owners shall also be liable for all time lost and all expenses incurred in the event unmanifested drugs, similar substances or unlawful merchandise are found in the possession, or among the effects, of the Vessel's personnel.	751 752 753 754
(iv) to discharge at any other port any cargo or part thereof which may render the Vessel liable to confiscation as a contraband carrier;	699 700	(d) If at any time before the Vessel is loaded, the Vessel is detained as a result of unmanifested narcotic drugs, similar substances or unlawful merchandise being detected on board the Vessel, the Charterers, if such detention lasts for more than seventy two running hours, shall have the right to cancel this Charter Party provided such right is exercised latest 24 hours after the expiry of the seventy two running hours. The Charterers' right to cancel this Charter Party in accordance with this sub-clause (d) shall not affect their right to claim damages.	755 756 757 758 759 760 761 762
(v) to call at any other port to change the crew or any part thereof or other persons on board the Vessel when there is reason to believe that they may be subject to internment, imprisonment or other sanctions;	701 702 703		
(vi) where cargo has not been loaded or has been discharged by the Owners under any provisions of this Clause, to load other cargo for the Owners' own benefit and carry it to any other port or ports whatsoever, whether backwards or forwards or in a contrary direction to the ordinary or customary route.	704 705 706 707 708		
(f) If in compliance with any of the provisions of sub-clauses (b) to (e) of this Clause anything is done or not done, such shall not be deemed to be a deviation, but shall be considered as due fulfilment of the Charter Party.	709 710 711		
36. War Risk Premium	712	41. Title to Cargo Clause	763
War Risk premium for the Vessel and/or crew shall be paid by the Owners. Any increase or decrease in the premium after the date of fixture shall be for the Charterers' account or benefit, whichever the case may be. In any case, the increase shall not be any more, or the decrease any less, than that obtainable at the relevant time on the London market.	713 714 715 716 717	It is mutually accepted and agreed that this Charter Party is made between the Vessel's Owners as specified in Part I of this Charter Party (Box 4) and the United Nations World Food Programme as Charterers and that the latter have full rights to claim and receive substantial and not merely nominal damages for any damage to and/or loss of cargo carried under this Charter Party and/or under any Cargo Receipt(s) issued pursuant to this Charter Party and/or any claim arising out of this Charter Party and/or any non-negotiable Cargo Receipt(s) issued pursuant to this Charter Party.	764 765 766 767 768 769 770 771 772
37. Agency	718	42. Fumigation	773
The Owners are to appoint the Charterers' nominated agent(s) with the Owners paying the customary fee except in ports where national agency companies are the only licenced agents. In the latter case, agents are to be nominated and appointed by the Owners. This additional provision will apply in all countries where applicable, except in China, Vietnam, Cambodia, DPRK and Burma where the Charterers shall nominate agents as above.	719 720 721 722 723 724 725	The Charterers shall have the right to fumigate cargo on board after completion of loading, prior to or during discharging at Charterers' time, risk and expense. Costs of crew accommodation ashore, if required by local authorities, shall be paid by the Charterers.	774 775 776 777 778
38. Brokerage	726	43. Law and Arbitration	779
A brokerage commission at the rate stated in Box 20 on the freight, dead freight and demurrage earned and paid is due to the party or parties mentioned in Box 20. In case of non-execution at least 1/3 of the brokerage on the estimated amount of freight and dead freight to be paid by the party responsible for such non-execution to the Brokers as indemnity for the latter's expenses and work. In case of more voyages the amount of indemnity to be mutually agreed.	727 728 729 730 731 732 733 734	This Charter Party shall be governed by and construed in accordance with English law and any dispute arising out of or in connection with this Charter Party shall be referred to arbitration in London in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment thereof save to the extent necessary to give effect to the provisions of this Clause. The arbitration shall be conducted in accordance with the London Maritime Arbitrators Association (LMAA) terms current at the time when the arbitration proceedings are commenced. The reference shall be to three arbitrators. A party wishing to refer a dispute to arbitration shall appoint its arbitrator and send notice of such appointment in writing to the other party requiring the other party to appoint its own arbitrator within 14 calendar days of that notice and stating that it will appoint its arbitrator as sole arbitrator unless the other party appoints its own arbitrator and gives notice that it has done so within the 14 days specified. If the other party does not appoint its own arbitrator and give notice that it has done so within the 14 days specified, the party referring a dispute to arbitration may, without the requirement of any further prior notice to the other party, appoint its arbitrator as sole arbitrator and shall advise the other party accordingly. The award of a sole arbitrator shall be binding on both parties as if he had been appointed by agreement. Nothing herein shall prevent the parties agreeing in writing to vary these provisions to provide for the appointment of a sole arbitrator. In cases where neither the claim nor any counterclaim exceeds the sum of USD50,000 (or such other sum as the parties may agree) the arbitration shall be conducted in accordance with the LMAA small claims procedure current at the time when the arbitration proceedings are commenced.	780 781 782 783 784 785 786 787 788 789 790 791 792 793 794 795 796 797 798 799 800 801 802 803 804 805
39. Force Majeure	735		
Neither the Owners nor the Charterers shall, except as otherwise 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 people.	736 737 738 739 740 741		
40. Carriage of Unlawful Substances or Merchandise	742		
(a) The Owners warrant that they will exercise due diligence in preventing unmanifested narcotic drugs, similar substances or unlawful merchandise to be loaded or concealed on board the Vessel.	743 744 745		
(b) Non-compliance with the provisions of sub-clause (a) above shall amount to breach of warranty for the consequences of which the Owners shall be liable for all time lost and all expenses incurred and shall keep the Charterers indemnified against all claims whatsoever which may arise and be made against them as a consequence thereof.	746 747 748 749 750		