

THE BALTIC AND INTERNATIONAL MARITIME  
CONFERENCE  
STANDARD ORE CHARTER PARTY  
CODE NAME: "OREVOY"



1. Shipbroker	2. Place and date of Charter Party Geneva
3. Owners/Disponent Owners/Time-Chartered Owners (indicate name, address & telex number)	4. Charterers (indicate name, address & telex number)
5. Vessel's name and flag	6. Rate in tons per hour (load.) (Cl. 1.4.)
7. Vessel's particulars, if required (Cl. 1)	8. Present position and prior commitments, if known (Cl. 2.2.)
9. Laydays date (Cl. 2.1.)	10. Expected readiness to load (Cl. 2.2.)
11. Cancelling date (also state if other period of declaration of cancelling agreed) (Cl. 2.3.)	12. Substitution (state "no" if not agreed) (Cl. 4)
13. Cargo (5 per cent. more or less in Owners' option unless other margin agreed) in tons of 1000 kilos (if full and complete cargo not agreed indicate "part cargo") (Cl. 5.1.)	
14. Advance notices (load. and disch.) (State number of running days' notice to be given and to whom) (Cl. 6)	
15. Loading port(s)/berth(s) (Cl. 7.1.)	16. Discharging port(s)/berth(s) (Cl. 7.2.)
17. Reduced voyage speed (state "no" if not agreed) (Cl. 7.2.)	18. Notice time in running hours (load. and disch.) (only to be filled in if agreed) (Cl. 8.2.1.)
19. Laytime (if separate laytime for load. and disch. is agreed, fill in a) and b); If total laytime for load. and disch., fill in c) only) (Cl. 8.2.5. & 8.2.6.)	20. Laytime exceptions (loading) (Cl. 8.3.1.)
a) Laytime for loading	
b) Laytime for discharging	21. Laytime exceptions (discharging) (Cl. 8.3.1.)
c) Total laytime for loading and discharging	
22. Demurrage rate (loading) (Cl. 8.5.2.)	23. Demurrage rate (discharging) (Cl. 8.5.2.)
24. Despatch money (load. and/or disch.) (Optional; if agreed indicate rate of despatch money) (Cl. 8.5.3.)	25. Freight tax (state whether for Owners' or Charterers' account) (Cl. 11.3.)
26. Agents at loading port(s) (Cl. 12)	27. Agents at discharging port(s) (Cl. 12)
28. Freight rate per metric ton (state whether fully or partly prepaid) (Cl. 13)	29. Freight payment (currency and when/where payable; also state beneficiary and bank account) (Cl. 13)
30. General average shall be adjusted/settled at (Cl. 20)	31. Law and Arbitration (state 23.1., 23.2. or 23.3. of Cl 23, as agreed; if 23.3 agreed state place of arbitration) (if not filled in 23.1. shall apply) (Cl. 23)
32. Brokerage commission and to whom payable (Cl. 24)	33. Numbers of additional clauses covering special provisions, if agreed

# PREVIEW

It is mutually agreed that this Contract shall be performed subject to the conditions contained in the Charter consisting of PART I including additional clauses, if any agreed and stated in Box 33 and PART II. In the event of a conflict of conditions, the provisions of PART I shall prevail over those of PART II to the extent of such conflict but no further.

Signature (Owner(s))	Signature (Charterer(s))
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**PART II**  
**"OREVOY" Charter Party**

### 1 Vessel

The Owners shall

1.1. before and at the beginning of the loaded voyage exercise due diligence to make the Vessel seaworthy and in every way fit for the voyage, with a full complement of Master, officers and crew for a vessel of her type, tonnage and flag;

1.2. ensure that the Vessel and her Master and crew will comply with all safety and health regulations and other statutory rules or regulations and internationally recognized requirements necessary to secure safe and unhindered loading of the cargo, performance of the voyage and discharge of the cargo.

The Vessel shall

1.3. be classed Lloyd's 100 A1 or equivalent unless otherwise agreed in Box 7, the Owners exercising due diligence to maintain that class during the currency of this Charter Party;

1.4. be suitable for mechanical loading of the cargo and capable of receiving the cargo at the rate (if any) specified in Box 6 and be suitable for grab discharge, failing which Clause 8.3.3. shall apply and the Owners shall reimburse the Charterers any actual extra discharge costs;

1.5. be equipped to meet the technical requirements if and as specified in Box 7.

### 2 Laydays Date, Expected Time of Arrival (E.T.A.) and Cancelling

2.1. Laydays shall not commence before 00.00 hours on the date stated in Box 9. However, notice of readiness may be given before that date and notice time, if provided for in Box 18, shall run forthwith.

2.2. Present position of Vessel as per Box 8.

Commitments prior to commencement of this Charter as per Box 8. Expected readiness to load as per Box 10.

2.3. The Charterers shall have the option of cancelling the Charter Party if the Vessel be not ready to load on or before twelve midnight (24.00 hours) on the cancelling date stated in Box 11.

If it appears that the Vessel will be delayed beyond the cancelling date stated in Box 11 the Owners shall, as soon as they are in a position to state with reasonable certainty the day on which the Vessel should be ready, give notice thereof to the Charterers asking whether they will exercise their option of cancelling the Charter Party. The option must then be declared within five (5) running days (unless otherwise agreed in Box 11) of the receipt by the Charterers of such notice, but not earlier than twenty (20) running days before the revised date of loadreadiness. If the Charterers do not then exercise their option of cancelling, the seventh (7th) day after the readiness date stated in the Owners' notice shall be regarded as a new cancelling date. This provision shall operate only once, and should the Vessel not be ready to load on the new cancelling date the Charterers shall have the option of cancelling the Charter Party. The Charterers shall in any event declare whether they exercise any option of cancelling under sub-clause 2.3. no later than the time of the Vessel's readiness to load.

### 3 Subletting, Assigning

The Charterers shall have the liberty of subletting or assigning this Charter Party to any individual or company, but the Charterers shall always remain responsible for the due fulfilment of all the terms and conditions of this Charter Party and shall warrant that any such sublet or assignment will not result in the Vessel being restricted in her future trading.

### 4 Substitution

The Owners shall have liberty to substitute a Vessel, provided that such substitute Vessel's main particulars and position shall be subject to the Charterers' prior approval, which is not to be unreason-

2	ably withheld, but the Owners under this Charter Party shall remain responsible to the Charterers for the due fulfilment of this Charter Party.	62
3	This Clause shall not apply if "No" inserted in Box 12.	63
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5		65
6	<b>5 Cargo</b>	66
7	5.1. The Charterers warrant that unless otherwise specified in Part 1, the cargo referred to in Box 13 is non-hazardous and non-dangerous for carriage according to applicable safety regulations including IMCO Code(s).	67
8		68
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10		70
11	5.2. The Charterers shall have the right to ship parcels of different qualities and/or 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 in accordance with the Vessel's seaworthiness. Other means of separation of different parcels may be specified in Part 1.	71
12		72
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17	5.3. Unless otherwise agreed in Part 1, all quantities shall be expressed in tons of 1,000 kilograms.	77
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21	<b>6 Advance Notices</b>	79
22	The Owners or the Master shall give notices of expected readiness to load/discharge as specified in Box 14 to the parties named therein and shall keep those parties advised of any alteration in expected readiness.	80
23		81
24		82
25		83
26	<b>7 Port of Loading, Voyage, Port of Discharge</b>	84
27	7.1. After completion of prior commitments as may be stated in Box 8, the Vessel shall proceed to the loading port(s)/berth(s) as stated in Box 15.	85
28		86
29		87
30	7.2. The Vessel shall carry the cargo with all possible despatch to the port(s)/berth(s) of discharge stated in Box 16. However, unless "No" is inserted in Box 17, the Owners may order the Vessel to proceed at reduced speed solely to conserve fuel.	88
31		89
32	7.3. Only when the loading/discharging port(s)/berth(s) are not specifically mentioned herein, the Charterers warrant the safety of port(s)/berth(s) nominated and that the Vessel will be loaded and discharged always afloat.	90
33		91
34	7.4. The Vessel shall be left in seaworthy trim for shifting between berths and ports.	92
35		93
36	7.5. Unless otherwise agreed, loading and/or discharging at two or more ports shall be effected in geographical rotation.	94
37		95
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39		97
40	<b>8 Notices of Readiness, Laytime, Demurrage/Despatch Money</b>	98
41	8.1. Notice of Readiness	99
42	8.1.1. At each port of loading and discharging notice of readiness shall be given to the Charterers or their Agents when the Vessel is in all respects ready to load/discharge at the loading/discharging berth.	100
43		101
44	8.1.2. If a loading/discharging berth is not designated or if such designated berth is not available upon the Vessel's arrival at or off the port, notice of readiness may be given upon arrival at the waiting place at or off the port.	102
45		103
46	8.1.3. Notice of readiness may be given on any day at any time.	104
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49	<b>8.2 Laytime</b>	105
50	8.2.1. The laytime shall commence when notice of readiness has been given and after expiration of notice time, if any, provided for	106
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in Box 18.

Should the Vessel arrive at the (first) loading port and be ready to load before the date stated in Box 9, the Charterers shall have the right to start loading. The Charterers shall also have the right to load/discharge before the expiration of notice time. In either event, during such periods only time actually used shall count as laytime or as time on demurrage.

8.2.2. The notice time shall run continuously.

8.2.3. The notice time, if any, shall only apply at first or sole loading and discharging port, respectively.

8.2.4. If total time for loading and discharging has been agreed in Box 19 notice time, if any, at port of discharge shall be applied whether the Vessel be on demurrage or not on sailing from the (last) loading port.

8.2.5. Separate laytime. - The cargo shall be loaded within the number of hours/days of 24 consecutive hours or at the average loading rate per day of 24 consecutive hours as stated in Box 19a).

The cargo shall be discharged within the number of hours/days of 24 consecutive hours or at the average discharging rate per day of 24 consecutive hours as stated in Box 19b).

8.2.6. Total laytime. -The cargo shall be loaded and discharged within the number of hours/days of 24 consecutive hours stated in Box 19c).

8.2.7. In the case of loading and/or discharging at more than one berth, laytime shall run continuously as if loading/discharging had been effected at one berth only but without prejudice to sub-clause 8.3.

8.3. Suspension of Laytime

8.3.1. Unless the Vessel is on demurrage, laytime shall not count (i) during periods excepted as per Boxes 20 and 21, unless used, in which case only time actually used shall count;

(ii) for the duration of bad weather or sea conditions which actually prevent the Vessel's loading, discharging or the shifting between loading/discharging berths of the Vessel;

(iii) if so provided for in Clause 14.

8.3.2. Time shall not count as laytime or as time on demurrage whilst Vessel actually moving from waiting place whether at or off the port or from a lightening place off the port, until the Vessel is securely moored at the designated loading/discharging berth.

8.3.3. Time lost due to inefficiency or any other cause attributable to the Vessel, her Master, her crew or the Owners shall not count as notice time or as laytime or as time on demurrage to the extent that loading or discharging or the matters covered by sub-clause 8.4.1. are thereby affected.

8.3.4. If pursuant to Clause 9.13. the Vessel has to vacate the loading/ discharging berth, notice time or laytime or time on demurrage shall not count from that time until she be in all respects ready to load/discharge and notification has been given to the Charterers accordingly.

8.3.5. If due to the matters referred to in sub-clauses 8.3.3. or 8.3.4., the Vessel loses her turn, time shall count again only as from 24 hours after notification of the Vessel's new readiness has been given to the Charterers or when loading/discharging resumes whichever may be the sooner.

8.4. Termination of Laytime

8.4.1. Laytime/Demurrage shall stop counting on completion of: (a) loading/discharging at the relevant port, (b) cargo documentation and/or draft survey for determination of cargo weight, (c) repairs to stevedore damage under Clause 10.2., whichever may be the later.

8.4.2. If required, the Vessel shall leave the berth as soon as possible within her control on completion of loading/discharging, failing which the Charterers shall be entitled to proved damages provided that if she then has to wait for reasons (b) and/or (c) above, there must be a place available at which she can safely wait, and any extra expenses shall be for the Charterers' account.

8.5. Demurrage/Despatch Money

8.5.1. Demurrage accrued under this Charter Party shall be considered as constituting liquidated damages for exceeding the laytime provided for herein. However, if the Vessel has been on demurrage for 15 days or more and no cargo has been loaded, the Owners shall have the option of cancelling this Charter Party. No claim which the Owners may otherwise have against the Charterers shall be prejudiced by the Owners exercising their option of cancelling.

124	8.5.2. Demurrage shall be due and payable by the Charterers day by day at the rate specified in Boxes 22 and 23 and in the manner provided for in Box 29.	195
125		196
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127	8.5.3. Despatch money, if agreed upon in Box 24, shall be paid promptly by the Owners to the Charterers at half the demurrage rate or as otherwise agreed upon in Box 24 for laytime saved in loading and/or discharging.	198
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134	9 Loading and Discharging	202
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136	9.1. The Vessel shall be loaded and discharged as and where ordered by the Charterers.	203
137	9.2. If the Charterers have not nominated a suitable loading or discharging berth on the Vessel's arrival off the port, or if such berth should not be available, the Vessel is to wait at a suitable place at or off the port.	204
138	The Charterers shall have the right to designate a safe waiting place, otherwise the Master shall choose a waiting place using due diligence to minimize extra shifting costs provided for in sub-clause 9.4.	205
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146	9.3. The Charterers shall have the right to load and/or discharge at two berths at each port or place subject to sub-clause 9.4.	213
147		214
148	9.4. Shifting. - Costs of moving the Vessel, including bunkers, in excess of those which would have been incurred if the Charterers had nominated a free loading or discharging berth on arrival, provided the Vessel arrives on or after the date stated in Box 9, and/or if all cargo had been loaded or discharged during one operation at the first berth only other than a lightening place off the port, shall be for the Charterers' account unless caused by the Vessel's default.	215
149	Other costs on board the Vessel including wages and officers' and crew's overtime charges to be for the Owners' account.	216
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165	9.5. The Owners or the Master shall in due time prior to commencement of loading submit to the Charterers (or their nominees) at the loading port a loading plan which shall be based on a reasonable number of shiftings between hatches and also meet applicable rules and regulations, including IMCO Code(s). The Charterers shall inform the Owners/Master of any special composition of cargo required in sufficient time to permit the Owners/Master to work out and submit such loading plan.	232
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175	9.6. Prior to loading, the Vessel's holds shall be adequately cleaned for loading the contracted cargo.	242
176	9.7. The Charterers shall, always within the capacity of the loading installations, load and trim the cargo as per the loading plan, free of any risk, liability and expense to the Vessel. Any extra trimming and/or levelling required by the Master or Owners shall be performed at the Owners' expense and any time lost thereby shall not count as laytime/demurrage. Discharging, including shovel cleaning, shall be effected by the Charterers free of any risk, liability and expense to the Vessel.	243
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194	9.11. The Charterers shall have the right to order the Vessel to leave without having loaded a full cargo, always provided that the Vessel be in seaworthy condition and that the Charterers pay deadfreight	261
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according to Clause 13.7.

9.12. Overtime for loading and discharging to be for the account of the party ordering the same. If overtime be ordered by Port Authorities or any other Governmental Agencies, the Charterers to pay any extra expenses incurred. Officers' and crew's overtime charges always to be paid by the Owners.

9.13. In the event of loading/discharging being impossible due to inefficiency or any other cause attributable to the Vessel, her Master, her crew or the Owners and such impossibility continuing for more than three consecutive hours, the Charterers shall have the right to order the Vessel to vacate the berth and shifting from and back to berth shall be at the Owners' expense and time.

#### **10 Stevedore Damage**

10.1. The Charterers shall be responsible for damage (beyond ordinary wear and tear) to any part of the Vessel caused by Stevedores at both ends. Such damage, as soon as apparent, shall be notified immediately by the Master to the Charterers or their port agents and to their Stevedores. The Owners/Master shall endeavour to obtain the Stevedores' written acknowledgment of liability and to settle stevedore damage claims direct with the Stevedores.

10.2. The Charterers have the right to perform any repairs of stevedore damage at any moment prior to or before the completion of the voyage, but must repair stevedore damage affecting the Vessel's seaworthiness before the Vessel sails from the port where such damage was caused.

#### **11 Dues, Taxes and Charges, Extra Insurance**

11.1. On the Vessel. - The Owners shall pay all dues, duties, taxes and other charges customarily levied on the Vessel, howsoever the amount thereof may be assessed.

11.2. On the cargo. - The Charterers shall pay all dues, duties, taxes and charges levied on the cargo at the port of loading/discharging, howsoever the amount thereof may be assessed.

11.3. On the freight. - Taxes levied on the freight shall be paid by the Owners or the Charterers as agreed in Box 25.

11.4. Extra Insurance. - Any extra insurance on cargo actually paid by the Charterers owing to Vessel's age, class, flag or ownership shall be for the Owners' account and may be deducted from the freight. The Charterers shall furnish evidence of payment supporting any such deduction. Unless a maximum amount has been agreed in Part 1, such extra insurance shall not exceed the lowest extra premium which would be charged for the Vessel and voyage in the London insurance market.

#### **12 Agents**

At the port(s) of loading the Vessel shall be consigned to the Agents as stated in Box 26 and at the port(s) of discharge to the Agents as stipulated in Box 27, the Owners always paying the customary fees.

#### **13 Freight**

The freight at the rate stated in Box 28 shall be calculated on intaken quantity.

13.1. Prepaid. - If according to Boxes 28 or 29 freight is to be paid on shipment, it shall be deemed earned and non-returnable Vessel and/or cargo lost or not lost.

Bills of Lading showing "Freight prepaid" or the like shall not be released until the freight has been duly paid.

13.2. After shipment. - If according to Box 29 freight shall be payable within a number of days after shipment, the freight shall be deemed earned as per sub-clause 13.1.

In such case Bills of Lading shall not be endorsed "Freight prepaid" or the like, unless the freight has been paid.

13.3. Partly on Delivery. - If according to Boxes 28 or 29 a percentage of the freight shall be payable as per sub-clauses 13.1. or 13.2. the balance shall be paid as per sub-clause 13.4. However, in such case

263	the total freight shall be deemed earned as per sub-clause 13.1. and the Charterers shall not have the option referred to in sub-clause 13.4.1.	325
264		326
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266	13.4. On Delivery. - If according to Boxes 28 or 29 freight is payable at destination or on right and true delivery of the cargo, it shall not be deemed earned until the cargo is thus delivered.	328
267		329
268		330
269	13.4.1. On Delivered Weight. - When the freight is payable on delivery of cargo the Charterers shall have the option of paying freight on delivered weight, provided such option be declared in writing before breaking bulk and the weight be ascertained by official weighing machine, otherwise by joint draught survey. The Charterers shall pay all costs incurred in connection with weighing or draught survey. The Owners shall be at liberty to appoint check clerks at their own expense.	331
270		332
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275		337
276	13.5. Deductions. - The freight shall be paid in cash without discount in the manner described in Box 29. The Charterers shall only be entitled to deduct from the freight any freight advances made as per sub-clause 13.6., despatch money and extra insurance, provided properly documented, as per Clause 11.4.	338
277		339
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279		341
280	13.6. Freight Advances. - The Owners shall put the Agents at the loading port(s) in funds to cover the Vessel's ordinary disbursements for Owners' account, prior to the Vessel's sailing from the port(s) of loading. Otherwise the amount shall be advanced by Charterers and be endorsed upon Bills of Lading as advance freight, with the addition of 3 per cent. to cover interest, commission and the cost of insurance.	342
281		343
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287		349
288	13.7. Deadfreight. - If the Charterers fail to supply a cargo as specified in Box 13, deadfreight shall be payable but the Charterers shall not be bound to supply cargo in excess of any quantity stated by the Owners as the Vessel's capacity made available to the Charterers. The laytime shall be calculated on that quantity.	350
289		351
290	The Owners/Master shall be entitled to clause Bills of Lading for any deadfreight due.	352
291		353
292	If the Shippers/Suppliers state in writing that no more cargo will be shipped, the Owners shall not need to have any such statement confirmed by the Charterers.	354
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enumerated above. Shifting time shall count as laytime or as full demurrage time as the case may be.  
The Charterers shall reimburse the Owners additional port charges including pilotage and canal dues, if any, incurred thereby; however, the Owners shall bear the costs of bunkers consumed. All conditions of this Charter Party and/or of the Bills of Lading issued hereunder shall apply to the delivery of the cargo at the substituted port and the Owners shall receive the same freight as if the cargo had been discharged at the original destination.

#### **15 Ice**

##### **Loading Port**

15.1. 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 become null and void.

15.2. If during the loading the Master, for fear of the 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 with 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 is to be forwarded to destination at the Vessel's expense against payment of the agreed freight, provided that no extra expenses be thereby caused to the Charterers, freight being paid on the quantity delivered (in proportion if lump sum), all other conditions as per Charter Party.

15.3. In the case of more than one loading port, and if one or more of the ports are closed by ice, the Master or Owners are 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 15.2. or to declare the Charter Party null and void, unless the Charterers agree to load full cargo at the open port.

##### **Voyage and Discharging Port**

15.4. 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 are to be given within 48 hours after the Owners or Master have given notice to the Charterers of the impossibility of reaching the port of destination.

15.5. If during discharging the Master, for fear of the 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 the Charterers as soon as possible, but not later than 24 running hours, Sundays and holidays excluded, of receipt of the Owners' request for nomination of a substitute discharging port, failing which the Master will himself choose such port.

15.6. On delivery of the cargo at such port, all conditions of the Bill of Lading 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 is to be increased in proportion.

#### **16 War Risks ("Voywar 1950")**

16.1. In these Clauses "war risks" shall include any blockade or any action which is announced as a blockade by any Government or by any belligerent or by any organized body, sabotage, piracy, and any actual or threatened war, hostilities, warlike operations, civil war, civil commotion, or revolution.

16.2. If at any time before the Vessel commences loading, it appears that performance of the contract will subject the Vessel or her Master and crew or her cargo to war risks at any stage of the adventure, the Owners shall be entitled by letter or telegram despatched to the

393	Charterers, to cancel this Charter Party.	459
394	16.3. The Master shall not be required to load cargo or to continue loading or to proceed on or to sign Bill(s) of Lading for any adventure	460
395	on which or any port at which it appears that the Vessel, her Master	461
396	and crew or her cargo will be subjected to war risks. In the event of	462
397	the exercise by the Master of his right under this Clause after part	463
398	or full cargo has been loaded, the Master shall be at liberty either	464
399	to discharge such cargo at the loading port or to proceed therewith.	465
400	In the latter case the Vessel shall have liberty to carry other cargo	466
401	for Owners' benefit and accordingly to proceed to and load or	467
402	discharge such other cargo at any other port or ports whatsoever,	468
403	backwards or forwards, although in a contrary direction to or out of	469
404	or beyond the ordinary route. In the event of the Master electing to	470
405	proceed with part cargo under this Clause freight shall in any case	471
406	be payable on the quantity delivered.	472
407	16.4. If at the time the Master elects to proceed with part or full	473
408	cargo under Clause 16.3. or after the Vessel has left the loading port,	474
409	or the last of the loading ports if more than one, it appears that	475
410	further performance of the Charter Party will subject the Vessel,	476
411	her Master and crew or her cargo, to war risks, the cargo shall be	477
412	discharged, or if the discharge has been commenced shall be com-	478
413	pleted, at any safe port in vicinity of the port of discharge as may	479
414	be ordered by the Charterers. If no such orders shall be received	480
415	from the Charterers within 48 hours after the Owners have despatched	481
416	a request by telegram or telex to the Charterers for the nomination	482
417	of a substitute discharging port, the Owners shall be at liberty to	483
418	discharge the cargo at any safe port which they may, in their discre-	484
419	tion, decide on and such discharge shall be deemed to be due ful-	485
420	filment of the Charter Party. In the event of cargo being discharged	486
421	at any such other port, the Owners shall be entitled to freight as if	487
422	the discharge had been effected at the port or ports named in the	488
423	Bill(s) of Lading, or to which the Vessel may have been ordered	489
424	pursuant thereto.	490
425	16.5. (a) The Vessel shall have liberty to comply with any directions	491
426	or recommendations as to loading, departure, arrival, routes, ports	492
427	of call, stoppages, destination, zones, waters, discharges, delivery or	493
428	in any other wise whatsoever (including any direction or recommen-	494
429	dation not to go to the port of destination or to delay proceeding	495
430	thereto or to proceed to some other port) given by any Government	496
431	or by any belligerent or by any organized body engaged in civil war,	497
432	hostilities or warlike operations or by any person or body acting or	498
433	purporting to act as or with the authority of any Government or bel-	499
434	ligerent or of any such organized body or by any committee or person	500
435	having under the terms of the war risks insurance on the Vessel, the	501
436	right to give any such directions or recommendations. If, by reason	502
437	of or in compliance with any such direction or recommendation, any-	503
438	thing is done or is not done, such shall not be deemed a deviation.	504
439	(b) If, by reason of or in compliance with any such directions or	505
440	recommendations, the Vessel does not proceed to the port or ports	506
441	named in the Bill(s) of Lading or to which she may have been	507
442	ordered pursuant thereto, the Vessel may proceed to any port as	508
443	directed or recommended or to any safe port which the Owners in	509
444	their discretion may decide on and there discharge the cargo. Such	510
445	discharge shall be deemed to be due fulfilment of the Charter Party	511
446	and the Owners shall be entitled to freight as if discharge had been	512
447	effected at the port or ports named in the Bill(s) of Lading or to	513
448	which the Vessel may have been ordered pursuant thereto.	514
449	16.6. All extra expenses (including insurance costs) involved in dis-	515
450	charging cargo at the loading port or in reaching or discharging the	516
451	cargo at any port as provided in Clauses 16.4. and 16.5.(b) hereof	517
452	shall be paid by the Charterers and/or cargo owners, and the Owners	518
453	shall have a lien on the cargo for all moneys due under these	519
454	Clauses.	520
455	<b>17 Lien</b>	521
456	The Owners shall have a lien on the cargo for freight, deadfreight,	522
457	demurrage and damages for detention. The Charterers shall remain	523
458	responsible for deadfreight and demurrage (including damages for	524
	detention), incurred at port of loading. The Charterers shall also	525
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remain responsible for freight and demurrage (including damages for detention) incurred at port of discharge, but only to such extent as the Owners have been unable to obtain payment thereof by exercising the lien on the cargo.

#### **18 Liberty**

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.

#### **19 Both-to-Blame Collision Clause**

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 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 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.

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.

#### **20 General Average and New Jason Clause**

General Average shall be adjusted and settled at the place indicated in Box 30 according to the York/Antwerp Rules, 1974, or any modification thereof, but if, notwithstanding the provisions specified in Box 30, the adjustment is made 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, Owners are not responsible, by statute, contract or otherwise, the goods, shippers, consignees or owners of the goods shall contribute with 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 the goods. If a salving Vessel is owned or operated by Owners, salvage shall be paid for as fully as if the said salving Vessel or vessels belonged to strangers. Such deposit as 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 goods, shippers, consignees or owners of the goods to Owners before delivery".

#### **21 Responsibilities and Immunities**

21.1.1. The Hague Rules contained in the International Convention for the Unification of certain rules relating to Bills of Lading, dated Brussels the 25th August 1924 as enacted in the country of shipment shall apply to this Contract and to any Bill of Lading issued hereunder.

When no such enactment is in force in the country of shipment, the corresponding legislation of the country of destination shall apply, but in respect of shipments to which no such enactments are compulsorily applicable, the terms of the said Convention shall apply.

21.1.2. In trades where the International Brussels Convention 1924 as amended by the Protocol signed at Brussels on February 23rd, 1968 - The Hague-Visby Rules - apply compulsorily, the provisions of the respective legislation shall apply.

527	21.1.3. The Owners shall in no case be responsible for loss of or damage to cargo howsoever arising prior to loading into and after discharge from the Vessel or while the goods are in the charge of another owner nor in respect of deck cargo and live animals. This sub-clause shall not detract from the Owners' obligations under Clause 4.	589 590 591 592 593 594 595 596 597 598 599 600
531	21.2. Save to the extent otherwise in this Charter Party expressly provided, neither party shall be responsible for any loss or damage or delay or failure in performance hereunder resulting from Act of God, war, civil commotion, quarantine, strikes, lockouts, arrest or restraint of princes, rulers and peoples or any other event whatsoever which cannot be avoided or guarded against.	601
536	<b>22 Bills of Lading</b>	602
537	22.1. Bills of Lading are to be signed as per the "Orevoybill" Bill of Lading without prejudice to this Charter Party, and the Charterers hereby indemnify the Owners against all liabilities that may arise from the signing of Bills of Lading as presented to the extent that the terms of such Bills of Lading impose more onerous liabilities upon the Owners than those assumed by the Owners under the terms of this Charter Party.	603 604 605 606 607 608
538	Neither the Owners nor their Servants shall be required to sign or endorse Bills of Lading showing freight prepaid unless and until the freight due to the Owners has actually been paid.	609 610 611
539	22.2. The Master may be required to sign separate Bills of Lading for cargo in different holds or for parcels properly separated upon shipment by the Charterers or their Agents, the Owners not being answerable for separate delivery, nor for the cost of cargo short-delivered (if any) provided all the cargo taken on board is delivered.	612 613 614 615 616
540	<b>23 Law and Arbitration</b>	617
541	23.1. Unless otherwise agreed in Box 31, this Charter Party shall be governed by English Law and any dispute arising out of this Charter Party or any Bill of Lading issued thereunder shall be referred to arbitration in London , one arbitrator being appointed by each party, in accordance with the Arbitration Acts 1950 and 1979 or any statutory modification or re-enactment thereof for the time being in force.	618 619 620 621 622 623
542	On the receipt by one party of the notification in writing of the appointment of the other party's arbitrator, that party shall appoint their arbitrator within fourteen days failing which the decision of the single arbitrator appointed shall apply. If two arbitrators properly appointed shall not agree they shall appoint an umpire whose decision shall be final.	624 625 626 627 628 629
543	23.2. If agreed and stated in Box 31, this Charter Party shall be governed by U.S. Law and all disputes arising out of this Charter Party or any Bill of Lading issued thereunder shall be arbitrated at New York in the following manner:	630 631 632 633
544	One arbitrator is to be appointed by each of the parties hereto and a third by the two so chosen. Their decision or that of any two of them shall be final, and for the purpose of enforcing any award, this agreement may be made a rule of the court. The arbitrators shall be commercial men. Such arbitration is to be conducted in accordance with the rules of the Society of Maritime Arbitrators, Inc.	634 635 636 637 638 639
545	For disputes where the total amount claimed by either party does not exceed U.S.\$ 3,500.00, or an amount as mutually agreed, the arbitration may be conducted in accordance with the Simplified Arbitration Procedure of the Society of Maritime Arbitrators Inc. if so desired by both parties.	640 641 642 643 644
546	23.3. If agreed and stated in Box 31, any disputes arising out of this Charter Party or any Bill of Lading issued thereunder shall be referred to arbitration at the place or before the arbitration tribunal indicated in Box 31, subject to the law and procedures applicable there.	645 646 647 648 649
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<b>24 Brokerage</b>	650
24.1. The brokerage as stated in Box 32 on freight and deadfreight shall be paid by the Owners and is deemed to be earned by the Brokers upon shipment of cargo.	651
24.1.1. General	652
24.1.2. Calculation of brokerage	653
24.1.3. Payment of brokerage	654
24.2. In case of cancellation pursuant to Clause 2.3., at least one third of the brokerage on the estimated amount of freight shall be paid by the Owners as indemnity to the Brokers.	655
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