



Grain Trade Australia Voyage Charter - AusGrain 2015

GTA Voyage Charter - AusGrain 2015
Part I

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| 1. Shipbroker | Grain Trade Australia Voyage Charter 2015 - AusGrain 2015 |
| 3. Owners/Place of business (Cl. 1) | 2. Place and Date Geneva |
| 5. Vessel's name (Cl. 1) | 4. Charterers/Place of business (Cl. 1) |
| 7. DWT all told on summer load line in metric tons (abt) (Cl. 1) | 6. GT/NT (Cl. 1) |
| 9. Shipment Period (Cl. 9) | 8. Present position (Cl. 1) |
| 10. Loading range, port or place (Cl. 1) | 11. Discharging port or place (Cl. 1) |
| 12. Cargo (also state quantity and margin in Owners' option, if agreed; if full and complete cargo not agreed state "part cargo") (Cl. 1) | |
| 13. Shippers (Cl. 2) | 14. Nomination (Cl.9) a) Length of Final Laycan: b) No. of days' notice of Final Laycan prior to first day of Final Laycan: c) No. of day notice of nomination of carrying Vessel prior to first day of Shipment Period: |
| 15. Freight rate (also state whether freight prepaid or payable on delivery (Cl. 1) | 16. Freight payment (state currency and method of payment; also beneficiary and bank account) (Cl. 7) |
| 17. Maximum Age of Vessel (Cl. 16.1(d)) | 18. Laytime (Cl. 19) a) Loading Rate b) Laytime for discharging c) Total laytime for loading and discharging |
| 19. [left intentionally blank] | |
| 20. Agents (loading) (Cl. 18) | |
| 21. Agents (discharging) (Cl.18) | |
| 22. Demurrage rate and manner payable (loading and discharging) (Cl.21) | 23. General Average to be adjusted (Cl. 34) |
| | 24. Brokerage commission and to whom payable (Cl. 37) |
| 25. Additional clauses covering special provisions, if agreed | |
| Signature (Owners) | Signature (Charterers) |

Part One

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It is mutually agreed that this Contract shall be performed subject to the conditions contained in this Charterparty which shall include Part I as well as 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.

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| 1. Introduction | 1 | provided the Charterers make available the Cargo specified in Box 12 including tolerance at the Owners' option as specified in Box 12. | 65 |
| The Owners (in Box 3) of the Vessel (in Box 5), of the GT/NT indicated in Box 6 and with the number of tonnes of deadweight capacity all told on summer loadline stated in Box 7, now in position as stated in Box 8 and the Charterers (Box 4) agree that: | 2 | | 66 |
| As soon as her prior commitments have been completed the said Vessel being in every way fitted for the voyage will, as directed by the Charterers, proceed with all convenient speed to the loading range, port(s) or place(s) stated in Box 10 (from the range of ports listed in clause 3) or so near thereto as she may safely get and lie always afloat, and there load a cargo of grain in bulk as stated in Box 12 (grades to be naturally separated to fit the Vessel's holds, if more than one grade) which the Charterers bind themselves to ship, and being so loaded, the Vessel shall proceed with all convenient speed to the discharging port(s) or place(s) stated in Box 11 as ordered on completion of loading, or so near thereto as she may safely get and lie always afloat, and having been paid freight at the rate specified in Box 15 there deliver the cargo. | 3 | | 67 |
| 2. Shippers | 22 | | 68 |
| In this Charterparty Shippers means the party named in Box 13. | 23 | | 69 |
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| 3. Loading Port Range | 25 | | 71 |
| Fremantle, Geraldton, Albany, Esperance (in Western Australia), Port Giles, Wallaroo, Port Lincoln, Port Adelaide, Thevenard (in South Australia), Geelong, Portland, Melbourne (in Victoria), Port Kembla, Newcastle (in New South Wales), Brisbane, Gladstone, Mackay (in Queensland). | 26 | | 72 |
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| 4. Shifting of Vessel | 32 | | 78 |
| The Charterers have the option of ordering the Vessel to shift loading berths at the Owners' expense on one occasion at each loading port. All time used for shifting between first and any subsequent loading berths counts as laytime or demurrage, if on demurrage. If the Vessel is ordered to shift by any port authority all costs of and in connection with such orders must be paid by the Owners and all time used is not to count as laytime or time on demurrage, even if on demurrage. | 33 | | 79 |
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| 5. Capacity and tolerance | 42 | | 88 |
| The Owners warrant that the Vessel is able to load the Cargo with a tolerance stated in Box 12 more or less at the Owners' option. | 43 | | 89 |
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| 6. Cargo Responsibility | 46 | | 92 |
| 6.1 The Charterers shall at their expense procure the delivery of Cargo from the silo at the loading port, into the Vessel's holds, loaded, stowed and spout trimmed. | 47 | | 93 |
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| 6.2 Loading and discharging of Cargo (including covering and uncovering of hatches) will at all times be under the direction and supervision of the Master and the Owners. | 51 | | 97 |
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| 7. Freight | 55 | | 101 |
| Freight is payable at the rate in Box 15 per tonne of 1,000 kilos according to Bill of Lading weight (refer to clause 22) in accordance with the particulars in Box 16. | 56 | | 102 |
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| 8. Deadfreight | 60 | | 106 |
| Bill of Lading weight is to be determined by silo weight figures, which are to be final and binding for the purposes of clauses 7 and 22. No deadfreight is ever payable in respect of any voyage performed under this Charterparty | 61 | | 107 |
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| 9. Nomination | 65 | | 111 |
| 9.1 If proceeding in ballast the Owners shall apply to the Charterers for loading port orders 96 hours before arriving in the loading area in Box 10 and orders for loading port shall be given by the Charterers within 48 hours of receipt of the Owners' application. | 66 | | 112 |
| | 67 | | 113 |
| 9.2 The Charterers to give notice as stated in Box 14 narrowing the Shipment Period in Box 9 to a Final Laycan of at least the number of days specified in Box 14 (all within the Shipment Period in Box 9). The Final Laycan will only be varied by written consent of both the Owners and the Charterers. | 68 | | 114 |
| | 69 | | 115 |
| 9.3 Where Box 5 is completed "TBN" or equivalent, the Owners shall nominate a Vessel as required in Box 14 before the first day of the Shipment Period in Box 9, such notice to be given to the Shippers and the Charterers within the Charterers' normal office hours (Monday to Friday 0900hrs to 1700 hours local time, holidays excluded). Any nomination received outside these hours will be deemed to be received at 0900 on the next working day. | 70 | | 116 |
| | 71 | | 117 |
| 9.4 The Charterers may within 24 hours of receipt accept or reject any nomination that includes the words "or substitute" or "to be nominated" or words of similar intent. | 72 | | 118 |
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| 9.5 Any rejection by the Charterers of the Owners' nomination shall not affect the Owners' obligation to comply with this Charterparty. The Owners shall re- nominate promptly, such re-nominated vessel being in all respects fitted and suitable to perform the voyage, to arrive, ready in all respects to load the cargo and perform this voyage as per the terms and conditions of this Charterparty before the last day of the Final Laycan. | 74 | | 120 |
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| 10. Substitution | 78 | | 124 |
| 10.1 Without affecting the Owners' obligations or the Charterers' rights under this Charterparty the Owners may nominate a substitute vessel if: (a) the proposed substitute vessel arrives ready in all respects to load the cargo and perform this voyage as per the terms and conditions of this Charterparty before the last day of the Final Laycan of the original vessel and otherwise complies with the requirements and procedures contained in clause 20, subject always to the Charterers' rights set out in that clause; and (b) the proposed substitute vessel has been nominated to Shippers and the Charterers at least twelve (12) clear days before commencement of the laycan period; and (c) the Charterers' agreement in writing has been given to such substitution, such agreement not to be unreasonably withheld. | 79 | | 125 |
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| The Owners warrant that any substitute vessel nominated under clause 10.1 will comply in all respects with the requirements of this Charterparty. | 82 | | 128 |
| 10.2 The Charterers have 24 hours from receipt of Owners' nomination in which to reject any proposed substitute vessel that does not meet the requirements of this Charterparty. | 83 | | 129 |
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| 11. The Owners' Obligations | 86 | | |
| 11.1 The Owners shall at all times:- (a) ascertain the applicable physical and operational | 87 | | |

Part Two

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| requirements for loading and discharging port(s); and (b) procure that the Vessel complies at all times with such requirements. | 132 133 134 | 14.2 The Master must inform the Charterers in writing by e-mail or fax if the Vessel is delayed for 48 or more hours after the Charterers' orders for loading port have been given. | 200 201 202 203 |
| 11.2 If the Owners or the Master cause or permit the Vessel to be loaded so that the Vessel has on arrival at any discharging port a draft in excess of the permissible entry draft at that port the Owners must promptly notify the Charterers in writing and:- (a) the Charterers have the right (acting reasonably) to require the Vessel to proceed to that port, or to any other port or place, for the purpose of lightening and/or to discharge (including part discharge); and (b) the Owners must promptly pay the costs of lightening and all other additional costs incurred because of the Vessel's excess draft. Time spent due to the Vessel having excess draft does not count as laytime or demurrage, even if on demurrage. | 135 136 137 138 139 140 141 142 143 144 145 146 147 148 | 15. Survey at Loading Port 15.1 Before loading is commenced, and at each loading port, the Vessel must pass the customary survey of,: (a) Any relevant Australian government quarantine and inspection agency authorised officer/surveyor; and (b) an independent Marine Surveyor appointed by the Charterers and acceptable to the Owners (acting reasonably) provided that such survey(s) shall not be required at any second or subsequent loading port unless government agency so directs. | 204 205 206 207 208 209 210 211 212 213 214 215 |
| 11.3 The Owners indemnify and hold the Charterers harmless against any loss or damage resulting from a breach by the Owners of any obligation under this clause 11. | 149 150 151 152 | 15.2 The cost of surveys (excluding costs of transporting an inspector and/or surveyor to and/or from the Vessel at anchorage) under clause 15.1 are for the Owners' account. Time spent for all surveys under clause 15.1 is not to count as laytime or demurrage if on demurrage. An officer/surveyor appointed under clause 15.1 is to attend on board at anchorage within 24-hours after the Vessel's arrival weather permitting or otherwise as soon as is practical after weather permits or if attendance at anchorage is otherwise not possible then as soon as possible after berthing of the Vessel. | 216 217 218 219 220 221 222 223 224 225 226 227 |
| 11.4 This clause does not affect and is not affected by clause 24. | 153 154 | | |
| 12. Notices | 155 | 16. Vessel Requirements | 228 |
| 12.1 Notices and any other communications from the Owners to the Charterers or to the Shippers must be by email or fax. | 156 157 158 | 16.1 Vessel will present for loading free from loose rust, scale, infestation and/or contamination by previous cargoes and suitable in every respect for the loading, carriage and discharge of the permissible cargoes under this Charterparty. | 229 230 231 232 233 |
| 12.2 At loading, any NOR must also be sent to the Shippers' agent at the relevant loading port by email or fax. | 159 160 | 16.2 The Owners warrant that the Vessel is, when nominated, and will remain at all times throughout the performance of this Charterparty:- (a) seaworthy, tight, staunch and strong and in every way fitted for the voyage and to safely enter, berth, lay alongside, load and discharge and depart always safely afloat from the loading and discharging ports; (b) entered with a Protection & Indemnity Association a member of the International Group for full coverage (including pollution liability to the extent required in clause 36) and the Vessel's hull and machinery are fully insured; (c) complies with the requirements of the Protection of the Sea (Civil Liability) Act 1981 (Australia), the Protection of the Seas (Civil Liability for Bunker Oil Pollution Damage) 2008 (Australia) and the Navigation Act, Marine Orders and the Maritime Labour Convention 2006; | 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 |
| 12.3 At discharging, any NOR must be sent to the Receivers (or their nominated agents) at the relevant discharging port by email or fax. | 161 162 163 164 | (d) not more than the number of years in Box 17 old, single deck, with engine/accommodation aft, non-twin hatch, each hatch being without longitudinal centre line bulkheads; (e) classed highest Lloyds or equivalent in accordance with the Institute Classification Clause of the Institute of London Underwriters dated 1/1/2001 or any subsequent version of that clause; (f) acceptable to all relevant authorities and conforming with all laws, regulations and requirements in force at or applicable from time to time at the loading and discharging ports; (g) well maintained in all accommodation, equipment, fixtures and fittings; (h) of such draft, air draft and other dimensions as represented by the Owners to the Charterers; (i) capable of loading cargo in all holds or alternate | |
| 13. Notices by Master | 165 | | |
| 13.1 Loading Port(s) | 166 | | |
| The Master must notify the Shippers and the Charterers as follows: | 167 168 | | |
| (a) Of the Vessel's estimated time of arrival at the first loading port (ETA) once in every twenty four (24) hours from the time of nomination. | 169 170 | | |
| (b) Within twenty four (24) hours after acceptance of the Vessel, giving the Vessel's ETA, current position, intended route to the loading area and providing his arrival draft and stowage plan to include quantity of Cargo to be loaded on deepest departure draft and any cargo permitted in accordance with clause 39 to be loaded for other shippers | 171 172 173 174 175 176 | | |
| (c) Forty eight (48) hours and twenty four (24) hours prior to the Vessel's ETA confirming any change to expected fore and aft drafts on arrival. | 177 178 179 180 181 | | |
| 13.2 Discharging Port(s) | 182 | | |
| The Master must notify the Charterers and the Receivers (or their nominated agents) as follows: | 183 184 | | |
| (a) Upon departure from the loading port, confirming the sailing date, quantity loaded, estimated time of arrival at discharging port(s) and fore and aft drafts. | 185 186 187 | | |
| (b) Once in every twenty four (24) hours thereafter updating the estimated time of arrival at discharging port(s). | 188 189 190 | | |
| (c) Forty eight (48) and twenty four (24) hours prior to arrival at each discharging port of any change to fore and aft drafts expected on arrival. | 191 192 193 | | |
| 14. Orders for Loading Port | 194 | | |
| 14.1 Unless the Charterers have already given orders for a second and/or subsequent loading port (if any), such orders must be given by the Charterers within 24 hours after the commencement of loading at the first loading port. | 195 196 197 198 199 | | |

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| holds as required; | 269 | | |
| (i) fully compliant with the Codes of the International Maritime Organisation in force from time to time including without limitation ITCW (International Convention on Standards of Training, Certification and Watchkeeping), ISM (International Safety Management) and ISPS (in accordance with clause 41); and | 270 | | |
| (k) compliant with any other requirements specified by the Charterers on fixing the Vessel | 271 | | |
| 16.3 At the time of nomination the Owners to provide the Charterers with a completed Vessel Questionnaire (if requested by the Charterers) signed by the Master, the accuracy of which the Owners warrant. | 272 | | |
| 16.4 If the Vessel is found not to comply with any of the warranties contained in clause 16.2 or 16.3 the Charterers may at their sole discretion reject or conditionally accept the Vessel. | 273 | | |
| An acceptance under this clause 16.4:- | 274 | | |
| (a) must be in writing; | 275 | | |
| (b) does not in any event relieve the Owners or the Charterers of any obligation under this Charterparty. | 276 | | |
| A rejection under clause 16.4 must be in writing and any such rejection is always without prejudice to the Charterers' rights. | 277 | | |
| 16.5 No act, conduct, statement or omission of the Charterers prejudices any right or remedy available to the Charterers under clause 16. | 278 | | |
| 17. Stevedores | 279 | | |
| 17.1 The Charterers must appoint and pay the stevedores at the loading port(s). The Receivers must appoint and pay the stevedores at the discharging port(s). | 280 | | |
| 17.2 Stevedore damage if any, whether at any loading or discharging port(s), must be settled directly between the Owners and stevedores, but the Charterers will provide all reasonable assistance to the Owners in relation to any such claim. | 281 | | |
| 18. Agents | 282 | | |
| 18.1 At the loading port(s) the agents for the Vessel will be appointed by the party in Box 20. | 283 | | |
| 18.2 At the discharging port(s) the agents for the Vessel will be appointed by the party in Box 21. | 284 | | |
| 19. Loading | 285 | | |
| 19.1 The Cargo is to be loaded at the rate specified in Box 18, or if no rate specified 7,000mt per day, based on the quantity specified in Box 12, provided that the Vessel can receive at the appropriate pro rata rate. | 286 | | |
| 19.2 Laytime is to be calculated in weather working days of 24 consecutive hours Saturdays, Sundays and holidays excluded even if used. | 287 | | |
| 19.3 When the Vessel is ready in all respects to load at any berth ordered by the Charterers, the Master must tender written notice of readiness (NOR) to the Shippers and Charterers between Monday to Friday, except holidays at the loading port, between 0900 hours and 1700 hours local time. | 288 | | |
| 19.4 At the first loading port the laytime starts to count 24-hours after the Charterers have received valid NOR unless loading commences earlier in which case time spent loading to count. | 289 | | |
| 19.5 NOR is only to be given at the first loading port or place except when any survey under clause 15.1 has been directed at a second or subsequent loading port, in which case NOR must also be given at that second or subsequent loading port and clause 19.3 applies. | 290 | | |
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| 19.6 This is a berth-charter. If the loading berth is occupied when the Vessel arrives at or off the first or only loading port (or so near as the Vessel is permitted to approach), the Master will be entitled to give NOR upon arrival at the port. Laytime will count as if the Vessel was in berth. Time spent moving from the waiting place to the loading berth is not to count as laytime or demurrage, even if on demurrage. | 297 | | |
| 19.7 A NOR is invalid and time does not start to count if the Vessel was not, at the time NOR is given, in fact ready in all respects. To avoid doubt, the Vessel will not be ready if the result of any survey or inspection under clause 15.1 is that the Vessel is not ready and available for immediate loading. | 298 | | |
| 19.8 If an invalid NOR is given, a fresh valid NOR must be given by the Master when the Vessel is in fact ready in all respects and laytime only begins to count upon receipt of such fresh valid NOR. To avoid doubt, any time incurred by the Vessel prior to receipt of a fresh valid NOR (including time at anchorage) will not count as laytime or time on demurrage. | 299 | | |
| 19.9 At the second or subsequent loading port (if any) the time for loading is to count:- | 300 | | |
| (a) if NOR is, pursuant to clause 19.5, required at that port, from receipt of a valid NOR; or in all other cases | 301 | | |
| (b) from 1200 hours on the day of arrival at the port (or so near as the Vessel is permitted to approach) if the Vessel arrives before 1200 hours, and from 0900 hours on the following day if the Vessel arrives at or after 1200 hours | 302 | | |
| unless loading is commenced earlier, in which case the time is to count from the commencement of loading. | 303 | | |
| 19.10 In the case of a second or subsequent loading port (if any), time changing ports is not to count as laytime or demurrage, even if on demurrage. In this clause 19.10 " time changing ports " means time from the completion of loading at a port, time sailing from that port to the next loading port, and until laytime starts to count again under clause 19.9. | 304 | | |
| 19.11 The Shippers may send the Cargo alongside continuously (Saturdays, Sundays and holidays included) and if the Shippers so direct the Owners must procure that the Vessel loads continuously (Saturdays, Sundays and holidays included). | 305 | | |
| 19.12 All overtime costs incurred through working outside customary port working hours must be paid by the party ordering that working, except officers' and/or crew's overtime which are always for the Owners' account. | 306 | | |
| 20. Commencement of Loading and Cancelling Dates (Laycan) | 307 | | |
| 20.1 The time for loading shall not commence before the first day of the Shipment Period in Box 9 and if the Vessel is not ready to load at all hatches at first loading berth by 2400 hours on the last day of the Final Laycan the Charterers shall have the option of cancelling this charter, which shall be declared upon NOR being given. | 308 | | |
| 20.2 Cancellation of this Charterparty under clause 20.1 shall be entirely without prejudice to the Charterers' rights. No act, conduct, statement or omission of the Charterers affects the Charterers' right of cancellation under this Charterparty. | 309 | | |
| 20.3 The Owners and Charterers may agree but are not obliged to begin loading earlier than first the day of the Shipment Period specified in Box 9. | 310 | | |
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| 21. Demurrage and Despatch (Loading) | 404 | 473 |
| 21.1 If the Cargo is not loaded within the time stipulated in clause 19, demurrage is payable at the rate specified in Box 22 per running day, and pro rata for any part of a day (unless expressly excluded by this Charterparty). The Owners must provide their signed statement of facts and laytime calculation within 5 business days of the completion of loading. The Charterers must pay the Owners any demurrage due under clause 21 within thirty (30) business days after:- | 405 406 407 408 409 410 411 412 413 414 415 416 417 418 | 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 |
| (a) receipt of the Owners' statement in accordance with clause 21.1; and | 416 | |
| (b) the Owners and the Charterers reaching agreement on the calculation. | 417 | |
| 21.2 Upon expiry of laytime payment of demurrage will be Owners' sole remedy for delay unless the circumstances of the delay lawfully permit the Owners (on notice to the Charterers) to treat the Charterparty as repudiated and/or claim damages and/or detention. | 419 420 421 422 423 424 | |
| 21.3 For all laytime saved at the loading port(s) despatch is due by the Owners to the Charterers on completion of loading and must be paid within 30 business days following completion of loading at the rate of one half of the rate of demurrage specified in Box 22. | 425 426 427 428 429 | |
| 21.4 If despatch due under clause 21.3 is not paid within 14 business days, the Charterers may set off and deduct the unpaid amount of despatch from other amounts due to the Owners other than freight. | 430 431 432 433 | |
| 22. Bills of Lading | 434 | 489 |
| 22.1 Without prejudice to this Charterparty, the Master shall either sign Bills of Lading for the Cargo or authorise the agents at each loading port to sign and issue and release such Bills of Lading on his behalf, always in accordance with Mates' Receipts. | 435 436 437 438 439 | 490 491 492 493 494 |
| 22.2 All such Bills of Lading shall be for Cargo weights as determined by silo weight figures and must be claused expressly to the effect that freight and all terms, conditions, clauses, exclusions, limitations and exceptions including the arbitration clause of this Charterparty are incorporated into each such Bill of Lading. | 440 441 442 443 444 445 446 | 495 496 497 498 499 500 501 |
| 22.3 The Master or the agents shall issue and release signed Bills of Lading to the Shippers immediately upon completion of loading and, if required by the Shippers, at each loading port. | 447 448 449 450 | 502 503 504 505 |
| 23. Time for Discharging | 451 | 506 |
| 23.1 When the Vessel is in all respects ready for discharging the Master must give written notice (NOR). Valid NOR must be received by the Charterers and Receivers (or their nominated agents) on a working day and during ordinary office hours local time, whether the Vessel is in berth or not at the first (or only) discharging port and on arrival at each subsequent discharging port, or so near as the Vessel may be permitted to approach. Time for discharging is not to commence until twenty-four (24) hours after Notice of Readiness has been received, unless discharging is commenced earlier. Cargo is to be discharged free of expense to the Vessel at the average tonnage rate specified in Box 18 per weather working day of twenty-four consecutive hours Saturdays Sundays and holidays excluded even if used. | 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 | 507 508 509 510 511 512 513 514 515 516 517 518 519 520 521 522 523 |
| 23.2 If the discharging berth is occupied on the Vessel's arrival at or off the first or only discharging port (or so near as the Vessel is permitted to approach), the Master will be entitled to give valid NOR on arrival | 469 470 471 472 | 524 525 |
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| 25. Lighterage at Discharging Port | | 531 |
| If lightening takes place at a discharging port, time occupied in moving from the point of lightening to the place of discharge is not to count as laytime or demurrage, even if on demurrage. | | 532 |
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| 26. Multiple Charters | | 536 |
| 26.1 Owners shall obtain Charterers' written consent for the Owners to load and carry other cargo pursuant to any separate contract of carriage whether concluded before or after this Charterparty. | | 537 |
| 26.2 The loading, discharging or carriage of other cargo must not hinder the loading, discharging or carriage of the Cargo. Any other cargo must always be segregated at the Owners' risk and expense and any time spent in the Vessel positioning for loading or | | 538 |
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| discharging of other cargo or loading or discharging of other cargo does not count as laytime or demurrage even if on demurrage. | 541 542 543 | on board the Vessel to War Risks; provided always that if this Contract of Carriage 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 Contract of Carriage if the Charterers shall not have nominated such safe port or ports within 48 hours of receipt of notice of such requirement. | 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 |
| 26.3 Whenever this clause 26 applies, and if so requested by the Charterers, the Owners must provide separate laytime calculations in respect of Cargo and other cargo. | 544 545 546 547 | | |
| 27. Supervising Cargo | 548 | 30.3 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 this Charterparty. 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. | 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 |
| The Charterers, Shippers, Receivers or their respective surveyors or agents have the right to be on board the Vessel whilst at loading port(s) and/or discharging port(s) for the purpose of inspecting the Cargo, checking the weight(s), and supervising their interests. | 549 550 551 552 553 | | |
| 28. Strikes and Civil Blockades | 554 | | |
| 28.1 In this clause 28 Industrial Action means a strike, work ban, go-slow or lock-out of or concerning any class or group of workers who would usually be engaged in the berthing of the Vessel or in the loading or discharging of Cargo and includes any stop work meeting not included in the relevant industrial award (or other registered or certified industrial agreement covering such workers) and any picket or blockade of the port or berth or stevedoring or associated storage facility (not being a blockade arising directly as a result of war). If Cargo (or any part of it) cannot be loaded or discharged, or is unavailable for loading or discharge by reason of Industrial Action any time lost due to that Industrial Action does not count as laytime or demurrage even if on demurrage. | 555 556 557 558 559 560 561 562 563 564 565 566 567 568 569 570 | | |
| 28.2 Further, the Owners may not make any claim for damages for delay by reason of Industrial Action under this Charterparty or at law. | 571 572 573 | | |
| 29. Liberties | 574 | | |
| The Vessel has liberty to assist vessels in distress as part of the contract voyage. | 575 576 | | |
| 30. War Risks Clauses (VOYWAR 2004) | 577 | | |
| 30.1 For the purpose of this clause, the words: | 578 | | |
| (a) "Owners" shall include the shipowners, bareboat charterers, disponent owners, managers or other operators who are charged with the management of the Vessel; | 579 580 581 | | |
| (b) "War Risks" shall include any actual, threatened or reported: | 582 583 584 | | |
| War; act of war; civil war; hostilities; revolution; rebellion; civil commotion; warlike operations; laying of mines; 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. | 585 586 587 588 589 590 591 592 593 594 595 596 597 | | |
| 30.2 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 this Charterparty, 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 Contract of Carriage, 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 | 598 599 600 601 602 603 604 605 606 607 | | |
| | 30.4 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. | 669 670 671 672 673 674 675 676 677 678 | |
| | 30.5 (a) The Owners may effect war risks insurance in respect of the Hull and Machinery of the Vessel and their other interests (including, but not limited to, loss of earnings and detention, the crew and their Protection and Indemnity Risks), and the premiums and/or calls therefore shall be for their account. | 669 670 671 672 673 674 675 676 677 678 | |
| | (b) If the Underwriters of such insurance should require payment of premiums and/or calls because, pursuant to the Charterers' orders, or in order to fulfil | 669 670 671 672 673 674 675 676 677 678 | |

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| the Owners' obligation under this Contract of Carriage, the Vessel is within, or is due to enter and remain within, or pass through any area or areas which are specified by such Underwriters as being subject to additional premiums because of War Risks, then the actual premiums and/or calls paid shall be reimbursed by the Charterers to the Owners within 14 days after receipt of the Owners' invoice. If the Vessel discharges all of her cargo within an area subject to additional premiums as herein set forth, the Charterers shall reimburse the Owners for the actual additional premiums paid which may accrue from completion of discharge until the Vessel leaves such area or areas referred to above. The Owners shall leave the area as soon as possible after completion of discharge. | 679 680 681 682 683 684 685 686 687 688 689 690 691 692 693 694 695 696 697 698 699 700 701 702 703 704 705 706 707 708 709 710 711 712 713 714 715 716 717 718 719 720 721 722 723 724 725 726 727 728 729 730 731 732 733 734 735 736 737 738 739 740 741 742 743 744 745 746 747 748 | shall be entitled to take a reasonable alternative route to the discharging port and, if they so decide, immediately give notice to the Charterers that such route will be taken. Should the Vessel be within any such place as aforesaid which only becomes dangerous, or is likely to be or to become dangerous, after her entry into it, she shall be at liberty to leave it. | 749 750 751 752 753 754 755 756 757 758 759 760 761 762 763 764 765 766 767 768 769 770 771 772 773 774 775 776 777 778 779 780 781 782 783 784 785 786 787 788 789 790 791 792 793 794 795 796 797 798 799 800 801 802 803 804 805 806 807 808 809 810 811 812 813 814 815 816 817 |
| 30.6 The Vessel shall have liberty: | | | |
| (a) 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 anybody or group acting with the power to compel compliance with their orders or directions; | 696 697 698 699 700 701 702 703 704 705 706 707 708 709 710 711 712 713 714 715 716 717 718 719 720 721 722 723 724 725 726 727 728 729 730 731 732 733 734 735 736 | (a) to take reasonable preventative measures to protect the Vessel, her crew and cargo including but not limited to re-routing within the Area, proceeding in convoy, using escorts, avoiding day or night navigation, adjusting speed or course, or engaging security personnel on or about the Vessel; | 759 760 761 762 763 764 765 766 767 768 769 770 771 772 773 774 775 776 777 778 779 780 781 782 783 784 |
| (b) 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; | 715 716 717 718 719 720 721 722 723 724 725 726 727 728 729 730 731 732 733 734 735 736 | (b) to comply with the orders, directions or recommendations of any underwriters who have the authority to give the same under the terms of the insurance; | 766 767 768 769 770 771 772 773 774 775 776 777 778 779 780 781 782 783 784 |
| (c) to comply with the terms of any resolution of the Security Council of the United Nations, 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 the same to which the Owners are subject, and to obey the orders and directions of those who are charged with their enforcement; | 737 738 739 740 741 742 743 744 745 746 747 748 | (c) to comply with all orders, directions, recommendations or advice 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, body or group, including military authorities, whatsoever acting with the power to compel compliance with their orders or directions; and | 771 772 773 774 775 776 777 778 779 780 781 782 783 784 |
| (d) to discharge at any other port any cargo or part thereof which may render the Vessel liable to confiscation as a contraband carrier; | 737 738 739 740 741 742 743 744 745 746 747 748 | (d) to comply with the terms of any resolution of the Security Council of the United Nations, 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 the same to which the Owners are subject, and to obey the orders and directions of those who are charged with their enforcement. | 771 772 773 774 775 776 777 778 779 780 781 782 783 784 |
| (e) 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; | 737 738 739 740 741 742 743 744 745 746 747 748 | 31.2 This clause shall be incorporated into any bill of lading issued pursuant to this Charterparty. The Charterers shall indemnify the Owners against all consequences or liabilities that may arise from the Master signing bills of lading as presented to the extent that the terms of such bills of lading impose or result in the imposition of more onerous liabilities upon the Owners than those assumed by the Owners under this clause. | 785 786 787 788 789 790 791 792 793 |
| (f) 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; | 737 738 739 740 741 742 743 744 745 746 747 748 | 31.3 If in compliance with this clause anything is done or not done, such shall not be deemed a deviation, but shall be considered as due fulfilment of this Charterparty. In the event of a conflict between the provisions of this clause and any implied or express provision of the Charterparty, this clause shall prevail to the extent of such conflict, but no further. | 794 795 796 797 798 799 800 |
| (g) if in compliance with any of the provisions of sub-clauses (b) to (f) 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 Contract of Carriage. | 737 738 739 740 741 742 743 744 745 746 747 748 | 32. Cesser Clause The Owners have a lien on Cargo for freight, deadfreight and demurrage at discharging port(s) for an amount not exceeding the value of the freight, deadfreight and demurrage then due. The Charterers' liability under this Charterparty ceases when the Cargo is shipped, except as regards clause 7 (payment of freight), deadfreight, demurrage and except for all other matters provided for in this Charterparty where the Charterers' responsibility is specified. | 801 802 803 804 805 806 807 808 809 810 |
| 31. BIMCO Piracy Clause | | | |
| 31.1 If after entering into this Charterparty, in the reasonable judgement of the Master and/or the Owners, any port, place, area or zone, or any waterway or canal (hereinafter "Area") on any part of the route which is normally and customarily used on a voyage of the nature contracted for becomes dangerous, or the level of danger increases, to the Vessel, her cargo, crew or other persons on board the Vessel due to any actual, threatened or reported acts of piracy and/or violent robbery and/or capture/seizure (hereinafter "Piracy"), the Owners | 737 738 739 740 741 742 743 744 745 746 747 748 | 33. Bunkering The Owners may order the Vessel to bunker at any usual bunkering port in Australia including the loading port(s). The Vessel has liberty to proceed to any port at which bunker oil is available for the purpose of bunkering at any stage of the voyage and whether such ports are on or off the direct and/or customary route(s) between any of the | 811 812 813 814 815 816 817 |

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| <p>loading or discharging ports for this Charterparty. The Vessel may take oil bunkers in any quantity in the discretion of the Owners, whether or not such oil bunkers are required for the chartered voyage. This clause 33 does not affect Owners' obligation to proceed to the discharging port(s) with all reasonable despatch.</p> <p>34. General Average and the New Jason Clause</p> <p>General average (if any) is payable according to the York-Antwerp Rules, 2004 or any later modification of those Rules and shall be adjusted in the place stated in Box 23, but where the adjustment is made in accordance with the law and practice of the United States of America, the following clause applies:</p> <p>"NEW JASON" CLAUSE</p> <p>In the event of accident, danger, damage or disaster before or after commencement of the voyage, resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequence of which, the carrier is not responsible, by statute, contract or otherwise, the goods, shippers, consignees or owners of the goods shall contribute with the carrier 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.</p> <p>If a salving ship is owned or operated by the carrier, salvage shall be paid for as fully as if the said salving ship or ships belonged to strangers. Such deposit as the carrier or his 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 the carrier before delivery.</p> <p>35. Both to Blame Collision Clause</p> <p>If the liability for any collision in which the Vessel is involved while performing this Charterparty falls to be determined in accordance with the laws of the United States of America, the following clause applies:</p> <p>"BOTH TO BLAME COLLISION CLAUSE"</p> <p>If the ship comes into collision with another ship as a result of the negligence of the other ship and any act, neglect or default of the Master, mariner, pilot or the servants of the carrier in the navigation or in the management of the ship, the owners of the goods carried hereunder will indemnify the carrier against all loss or liability to the other or noncarrying ship 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 goods, paid or payable by the other or non-carrying ship or her owners to the owners of the said goods and set off, recouped or recovered by the other or non-carrying ship or her owners as part of their claim against the carrying ship or carrier.</p> <p>The foregoing provisions shall also apply where the Owners, Operators or those in charge of any ship or ships or objects other than, or in addition to, the colliding ships or objects are at fault in respect to a collision or contact.</p> <p>36. Oil Pollution Clause</p> <p>The Owners agree to indemnify the Charterers, Shippers, Receivers, their agents, or any other party against any liability for or arising out of oil pollution (whatever the basis of liability may be) by reason of any act or omission of the Vessel, the Master or any servant or agent of the Owners provided that the incident giving rise to such liability has not been caused or contributed to by the party seeking to be</p> | <p>818 819 820 821 822 823 824 825 826 827 828 829 830 831 832 833 834 835 836 837 838 839 840 841 842 843 844 845 846 847 848 849 850 851 852 853 854 855 856 857 858 859 860 861 862 863 864 865 866 867 868 869 870 871 872 873 874 875 876 877 878 879 880 881 882 883 884 885 886 887 888 889 890 891 892 893 894 895 896 897 898 899 900 901 902 903 904 905 906 907 908 909 910 911 912 913 914 915 916 917 918 919 920 921 922 923 924 925 926 927 928 929 930 931 932 933 934 935 936 937 938 939 940 941 942 943 944 945 946 947 948 949</p> |
| <p>37. Brokerage</p> <p>Brokerage at the rate in Box 24 is due upon shipment of Cargo.</p> <p>38. ITF Clause</p> <p>The Owners warrant that the Vessel complies with all the requirements of the International Transport Workers' Federation (ITF) or any successor organisation during the currency of this Charterparty and must provide evidence to the Charterers of such compliance at the time of nomination. If the Vessel does not possess a current ITF certificate or equivalent acceptable to the ITF, or if the Vessel's certificate lapses at any material time, the Owners must take all reasonable steps to comply or restore compliance with this clause 38 forthwith, in default of which the Charterers may cancel this Charterparty. The Owners must keep the Charterers indemnified against any consequences of a breach by the Owners of their obligations under clause 38 (including without limitation any delay and the Charterers' costs of providing a suitable replacement vessel).</p> <p>39. Reletting, Subletting, Subcontracting and Assigning</p> <p>39.1 No cargo other than that provided by the Charterers may be carried without the Charterers' written consent which must be obtained prior to the Owners entering into any separate contract of carriage for such cargo, but this clause 39.1 does not apply if the Vessel is sublet by the Charterers. The Charterers may sublet the whole or part of the Vessel, but remain responsible for the due fulfilment of this Charterparty.</p> <p>39.2 The Owners may not sublet, subcontract or assign any of their rights, duties or obligations or provide a substitute vessel without the Charterers' prior written agreement. The Charterers' agreement under this subclause does not relieve the Owners of their responsibility for the performance of this Charterparty.</p> <p>39.3 If the Owners fail to perform their obligations under this Charterparty, the Charterers may at their option perform those obligations. Any additional costs incurred by the Charterers, including obtaining replacement vessel(s) and any rates of freight and demurrage exceeding the applicable Charterparty rates of freight and demurrage must be paid by the Owners to the Charterers on demand.</p> <p>40. Port Charges, Dues and Taxes</p> <p>40.1 Any taxes, dues, port charges or other charges levied against the Vessel and/or freight are payable by the Owners. Any taxes, dues or other charges levied</p> | |

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| <p>against the Cargo are payable by the Charterers at the loading port and by the Receivers at the discharging port.</p> <p>41. BIMCO ISPS/MTSA Clause</p> <p>41.1</p> <ul style="list-style-type: none"> (a) The Owners shall comply with the requirements of the International Code for the Security of Ships and of Port Facilities and the relevant amendments to Chapter XI of SOLAS (ISPS Code relating to the Vessel and "the Company" (as defined by the ISPS Code). If trading to or from the United States or passing through United States waters, the Owners shall also comply with the requirements of the US Maritime Transportation Security Act 2002 (MTSA) relating to the Vessel and the "Owner" (as defined by the MTSA). (b) Upon request the Owners shall provide the Charterers with a copy of the relevant International Ship Security Certificate (or the Interim International Ship Security Certificate) and the full style contact details of the Company Security Officer (CSO). (c) Loss, damages, expense or delay (excluding consequential loss, damages, expense or delay) caused by failure on the part of the Owners or "the Company"/"Owner" to comply with the requirements of the ISPS Code/MTSA or this clause shall be for the Owners' account, except as otherwise provided in this Charterparty. <p>41.2</p> <ul style="list-style-type: none"> a) The Charterers shall provide the Owners and the Master with their full style contact details and, upon request, any other information the Owners require to comply with the ISPS Code/MTSA (b) Loss, damages or expense (excluding consequential loss, damages or expense) caused by failure on the part of the Charterers to comply with this clause shall be for the Charterers' account, except as otherwise provided in this Charterparty, and any delay caused by such failure shall count as laytime or time on demurrage. <p>41.3</p> <ul style="list-style-type: none"> Provided that the delay is not caused by the Owners' failure to comply with their obligations under the ISPS Code/MTSA, the following shall apply: (a) Notwithstanding anything to the contrary provided in this Charterparty, the Vessel shall be entitled to tender Notice of Readiness even if not cleared due applicable security regulations or measures imposed by a port facility or any relevant authority under the ISPS Code/MTSA. (b) Any delay resulting from measures imposed by a port facility or by any relevant authority under the ISPS Code/MTSA shall count as laytime or time on demurrage, unless such measures result solely from the negligence of the Owners, Master or crew or the previous trading of the Vessel, the nationality of the crew or the identity of the Owners' managers. <p>41.4</p> <ul style="list-style-type: none"> Notwithstanding anything to the contrary provided in this Charterparty, any costs or expenses whatsoever solely arising out of or related to security regulations or measures required by the port facility or any relevant authority in accordance with the ISPS Code/MTSA including, but not limited to, security guards, launch services, vessel escorts, security fees or taxes and inspections, shall be for the Charterers' account, unless such costs or expenses result solely from the negligence of the Owners, Master or crew or the previous trading of the Vessel, the nationality of the crew or the identity of the Owners' managers. All measures required by the Owners to comply with the Ship Security Plan shall be for the Owners' account. | <p>950 951 952</p> <p>953 954 955 956 957 958 959 960 961 962 963 964 965 966 967 968 969 970 971 972 973 974 975 976 977 978 979 980 981 982 983 984 985 986 987 988 989 990 991 992 993 994 995 996 997 998 999 1000 1001 1002 1003 1004 1005 1006 1007 1008 1009 1010 1011 1012 1013 1014 1015 1016 1017 1018 1019</p> <p>41.5</p> <p>If either party makes any payment which is for the other party's account according to this clause, the other party shall indemnify the paying party.</p> <p>42. BIMCO/LMAA Arbitration Clause (2009)</p> <p>42.1</p> <ul style="list-style-type: none"> This Contract shall be governed by and construed in accordance with English law and any dispute arising out of or in connection with this Contract 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. <p>42.5</p> <p>In cases where neither the claim nor any counterclaim exceeds the sum of USD 50,000 (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.</p> <p>42.6</p> <p>In cases where the claim or any counterclaim exceeds the sum agreed for the LMAA Small Claims Procedure and neither the claim nor any counterclaim exceeds the sum of US\$400,000.00 (or such other sum as the parties may agree) the arbitration shall be conducted in accordance with the LMAA Intermediate Claims Procedure current at the time when the arbitration proceeding are commenced.</p> <p>42.7</p> <p>Where the reference is to three arbitrators the procedure for making appointments shall be in accordance with the procedure for full arbitration stated above.</p> <p>42.8</p> <p>Notwithstanding the above, the parties may agree at any time to refer to mediation any difference and/or dispute arising out of or in connection with this Contract.</p> <p>42.9</p> <p>In the case of a dispute in respect of which arbitration has been commenced under the above, the following shall apply:</p> <ul style="list-style-type: none"> (a) Either party may at any time and from time to time elect to refer the dispute or part of the dispute to mediation by service on the other party of a written notice (the "Mediation Notice") calling on the other party to agree to mediation. (b) The other party shall thereupon within 14 calendar days of receipt of the Mediation Notice confirm that they agree to mediation, in which case | <p>1020 1021 1022</p> <p>1023 1024 1025 1026 1027 1028 1029 1030</p> <p>1031 1032 1033 1034</p> <p>1035 1036 1037 1038 1039 1040 1041 1042 1043 1044 1045 1046 1047 1048 1049 1050 1051</p> <p>1052 1053 1054</p> <p>1055 1056 1057 1058 1059 1060</p> <p>1061 1062 1063 1064 1065 1066 1067 1068</p> <p>1069 1070 1071 1072</p> <p>1073 1074 1075 1076</p> <p>1077 1078 1079</p> <p>1080 1081 1082 1083 1084 1085 1086 1087</p> |
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| the parties shall thereafter agree a mediator within a further 14 calendar days, failing which on the application of either party a mediator will be appointed promptly by the Arbitration Tribunal ("the Tribunal") or such person as the Tribunal may designate for that purpose. The mediation shall be conducted in such place and in accordance with such procedure and on such terms as the parties may agree or, in the event of disagreement, as may be set by the mediator. | 1088 1089 1090 1091 1092 1093 1094 1095 1096 1097 1098 1099 1100 1101 1102 |
| (c) If the other party does not agree to mediate, that fact may be brought to the attention of the Tribunal and may be taken into account by the Tribunal when allocating the costs of the arbitration as between the parties. | 1103 1104 1105 1106 1107 1108 1109 1110 1111 1112 1113 1114 1115 |
| (d) Either party may advise the Tribunal that they have agreed to mediation. The arbitration procedure shall continue during the conduct of the mediation but the Tribunal may take the mediation timetable into account when setting the timetable for steps in the arbitration. | 1116 1117 1118 1119 1120 1121 1122 1123 |
| (e) Unless otherwise agreed or specified in the mediation terms, each party shall bear its own costs incurred in the mediation and the parties shall share equally the mediator's costs and expenses. | 1124 1125 1126 1127 |
| (f) The mediation process shall be without prejudice and confidential and no information or documents disclosed during it shall be revealed to the Tribunal except to the extent that they are disclosable under the law and procedure governing the arbitration. | 1128 1129 1130 1131 1132 1133 1134 1135 1136 1137 1138 1139 1140 1141 1142 1143 1144 1145 1146 1147 1148 1149 1150 1151 1152 1153 1154 1155 1156 1157 1158 1159 1160 1161 1162 1163 1164 1165 1166 1167 1168 1169 1170 1171 1172 1173 1174 1175 1176 1177 1178 1179 1180 1181 1182 1183 1184 1185 1186 1187 1188 1189 1190 1191 1192 1193 1194 1195 1196 1197 1198 1199 1200 1201 1202 1203 1204 1205 1206 1207 1208 1209 1210 1211 1212 1213 1214 1215 1216 1217 1218 1219 1220 1221 1222 1223 1224 1225 1226 1227 |
| 42.10 Any rights under the Contracts (Rights of Third Parties) Act 1999 (UK) or any Statutory modification or re-enactment thereof for the time being in force are expressly excluded. | 1228 1229 1230 1231 1232 1233 1234 1235 1236 1237 1238 1239 1240 1241 1242 1243 1244 1245 1246 1247 1248 1249 1250 1251 1252 1253 1254 1255 1256 1257 1258 1259 1260 1261 1262 1263 1264 1265 1266 1267 1268 1269 1270 1271 1272 1273 1274 1275 1276 1277 1278 1279 1280 1281 1282 1283 1284 1285 1286 1287 1288 1289 1290 1291 1292 1293 1294 1295 1296 1297 1298 1299 1300 1301 1302 1303 1304 1305 1306 1307 1308 1309 1310 1311 1312 1313 1314 1315 1316 1317 1318 1319 1320 1321 1322 1323 1324 1325 1326 1327 1328 1329 1330 1331 1332 1333 1334 1335 1336 1337 1338 1339 1340 1341 1342 1343 1344 1345 1346 1347 1348 1349 1350 1351 1352 1353 1354 1355 1356 1357 1358 1359 1360 1361 1362 1363 1364 1365 1366 1367 1368 1369 1370 1371 1372 1373 1374 1375 1376 1377 1378 1379 1380 1381 1382 1383 1384 1385 1386 1387 1388 1389 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THIS CHARTERPARTY IS EXECUTED

By the parties on the date written on the first page

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Signature (Owners)

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Signature (Charterers)