

ORIGINAL
Sugar Charter Party 1999

	DATE PROFORMA.....	
CHARTERERS/ OWNERS	1	It is this day mutually agreed BETWEEN,,
	2	1. and Owners,,
	3	of the good motor vessel called the,
	4	highest class (and to be of that class for the duration of the voyage), Last Special
	5	Survey: Flag: Built: Call Sign:
DESCRIPTION OF VESSEL	6	2. G.T./N.T.: / Type:
	7 Summer deadweight (salt water):
	8	Fully loaded draught (summer marks) salt water: LOA/Beam:
	9	Engines located amidships/aft: Number of Holds/Hatches Hatch Sizes:
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	11	Gear (including vessel's union purchase capacity):
	12	Tunnel shaft, if any, to be floored over. Speed: Bale/Grain Cubic:(....
	13) Last Cargoes:
	14	(a) Owners guarantee that the vessel is fully insured for Hull and Machinery risks. Owners guarantee that the vessel
	15	is insured with for the amount of
	16	USD and that the vessel will remain fully covered for the duration of this voyage.
	17	(b) Owners guarantee that the vessel is fully P & I covered with
	18 and that the vessel will remain fully covered for the duration of this voyage.
	19	(c) Owners guarantee that the vessel will not change flag/class/Ownership /Managers /P&I Club coverage during
	20	the currency of this Charter-Party without Charterer's prior consent.
	21	(d) Owners guarantee:
	22	(i) that the vessel carries and will do so for the duration of the voyage all certificates and other documentation
	23	whatsoever required by her flag, state authorities and/or the authorities at any place of call under this
	24	Charter-Party, and
	25	(ii) that, from the date of coming into force of the International Safety Management (ISM) Code in relation to
	26	the vessel and thereafter during the currency of the voyage both the vessel and "the Company" (as defined
	27	by the ISM Code) shall comply with the requirements of the ISM Code. Upon request the Owners shall
	28	provide the Charterers with a copy of the relevant document of compliance and Safety Management Certificate.
	29	Compliance by the Owners with the provisions of this Clause 2(d) is a condition of this Charter-Party the
	30	breach thereof will entitle the Charterers to claim damages for any costs/consequences arising as a result
	31	and/or at any time cancel this Charter-Party.
POSITION	32	3. Now,
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	34	that the said vessel being tight, staunch, strong and in every way fitted for the voyage including the fulfillment of all
	35	documentary requirements for the service contemplated by this Charter-Party, shall with all Charter-Party speed,
LOADING AREA	36	4. weather permitting, sail and proceed to,
	37 and there load always afloat, or safe
	38	aground where vessels of similar size are accustomed to lie in safety, at ONE or TWO safe ports, ONE or TWO safe
	39	loading berths and/or safe loading anchorages each port, as ordered, from the Factors of the said Charterers, a full
DESCRIPTION OF CARGO	40	5. and complete cargo of,,
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	42	metric tons per cent net weight in Charterer's/Master's option, as sole cargo only,
	43	which the said Charterers bind themselves to ship, always under ship's deck in cargo holds only. The said cargo to be
	44	brought to and taken from alongside, free of expense and risk to the ship, and being so laden shall proceed with all
DISCHARGING AREA	45	Charter-Party speed as directed to,
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	50	or so near thereunto as she may safely get always afloat or safe aground where vessels of similar size are accustomed
	51	to lie in safety, and there deliver the same in ONE or TWO safe discharging berths and/or safe discharging anchorages
	52	each port as ordered, on being paid freight "as per agreement".
EXCEPTIONS	53	6. The Act of God, perils of the sea, fire on board, in hulk or craft, or on shore, crew, enemies, pirates, and thieves,
	54	arrests and restraints of princes, rulers and people, collisions, stranding, and other accidents of navigation excepted,
	55	even when occasioned by negligence, default, or error in judgement of the Pilot, Master, mariners or other servants
	56	of the Shipowners. Not answerable for any loss or damage arising from explosion, bursting of boilers, breakages of
	57	shafts, or any latent defect in the machinery or hull, not resulting from want of due diligence by the Owners of the
	58	ship, or any of them, or by the ship's Husband or Manager.
AGENTS	59	7. At port(s) of loading and discharging Owners to appoint, employ and to be solely responsible for Agents, as selected
	60	by Charterers without risk or liability to Charterers, for all ship's business, owners paying the agency fees.
TAXES/DUES/ DISBURSEMENTS	61	8. Except for the taxes and/or dues specified below all taxes and/or dues on vessel and/or freight at load/discharge ports
	62	to be for Owners' account and all taxes and/or dues on cargo to be for Shippers' account at load port(s) and Receivers'
	63	account at discharge port(s).
	64	(a) In BRAZIL
	65	Brazilian Merchant Marine Renewal Tax, Quota da Provedencia, Contribuicao da Uniao and Port Utilisation Tax
	66	to be for Shippers' account. All other customary taxes and/or dues on the vessel to be for Owners' account.
	67	(b) In GERMANY
	68	Quay, Weight and Tonnage Dues to be for Shippers' account.
	69	(c) In MOROCCO

	Peage Dues to be for Receivers' account.	70
(d)	In SPAIN	71
	Tonnage Tax to be for Owners' account.	72
(e)	In PORTUGAL	73
	Gold Dues (Commercial Maritime Tax) to be for Receivers' account.	74
(f)	In YEMEN	75
	Compulsory shore craneage to be for Receivers' account.	76
(g)	In SRI LANKA	77
	Sri Lankan Tonnage Dues to be for Owners' account.	78
(h)	In FINLAND	79
	Finnish Fairway Dues to be for Owners' account.	80
(i)	In GHANA	81
	Ghana Shippers' Council Service charge to be for Owners' account.	82
	At all ports of loading and discharging all customary port charges including pilotage and harbour dues on the vessel to be for Owners' account. Owners to put load and discharge port Agents in funds prior to vessel's arrival. In the event that Owners fail to put Agents in funds prior to vessel's arrival and vessel's berthing/commencement of loading/	83
	discharging/sailing is delayed, then Owners to be fully responsible for all/any delays/costs/consequences that may arise either directly or indirectly as a result.	84
FREIGHT PAYMENT	9. Freight payable per metric ton net Bill of Lading weight being in full of all taxes and/or dues stipulated to be for Owners' account as per Clause 8, Port charges, Pilotages, and Harbour dues on the vessel. The freight is deemed earned upon the safe arrival of the vessel and right and true delivery of the cargo at destination. The freight to be paid in United States Currency to Owners' Bank	85
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	Owners to advise their New York corresponding Bank, otherwise Charterers not to be responsible for late receipt of freight by Owners	90
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	as follows: 90% (Ninety per cent) of the estimated freight less commissions, estimated loading despatch and extra insurance, if any, to be paid within seven days of sailing from final loading port, provided that signed clean bills of lading are released immediately to Shippers on completion of loading, stating 'Freight payable as per Charter-Party'. The balance of freight, from which load and discharge despatches are to be deducted (allowing for any estimated loading despatch already deducted) or to which load and discharge demurrages are to be added, as applicable, to be paid on right and true delivery of the cargo and surrender and agreement of timesheets and statements of facts and signed notice of readiness, with Owners' calculations of any demurrage or despatch incurred at loading and discharging ports.	96
	Any advance on freight made to Owners in order to obtain 'Freight Prepaid' Bills of Lading is not recoverable from the shipowners if the vessel and/or cargo is lost by reason or as a consequence of any of the excepted perils as listed in Article IV, Rule 2 of the Hague Visby Rules.	97
LIEN	10. It is also agreed that the Owners of the said vessel shall reserve to themselves the right of lien upon the cargo laden on board for the recovery and payment of all freight, deadfreight and demurrage (if any).	98
CESSOR	11. Charterers liability to cease when cargo is shipped and Bills of Lading signed, except as regards payment of freight, deadfreight and demurrage (if any).	99
NOTICES	12. Notice on fixing and 20, 14, 10 and 7 days provisional notice, 72, 48 and 24 hours definite notice of E.T.A. at loading range or first loading port is to be sent by Master by cable/telex to channels	100
 Owners or Master to keep Charterers fully informed of any	101
	change in ship's position prior to loading. Owners to be responsible for all consequences and damages of whatsoever nature and howsoever arising in the event of Owner's or Master's failure to keep Charterers fully informed of any change in ship's position prior to loading. Owners to advise Charterers whether they intend to bunker prior arrival at loadport and/or their bunkering plans prior to sailing from last load port. Charterers to nominate first (or sole) loading port on receipt of the 72 hours definite notice to Owners or their Agents. Nomination of additional loading port (if any) to be declared 24 hours prior to sailing from previous port, and any nomination given earlier not to be regarded as a final declaration.	102
	Master to send a cable/telex to Charterers (cable/telex address	103
) on departure from last loading port, giving the	104
	gross and net quantities, and number of bags stated on Bills of Lading, also sailing date, and E.T.A. at discharging range, or first discharging port. On sailing from final load port Master to cable/telex Charterers every 48 hours vessel's ETA basis intended discharge area or port. Should the vessel be delayed on passage for any reason longer than 24 hours Master to immediately cable/telex Charterers reason for delay with revised ETA and Owners responsible for all consequences and damages of whatsoever nature and howsoever arising in the event of Owners or Master failing to do so.	105
LAYDAYS/	13. Laydays for loading not to count before the	106
CANCELLING	and if the ship is not ready to load by the Charterers have	107
	the option to cancel this Charter-Party, declarable latest upon vessel's arrival at loading port.	108
STEVEDORES F.I.O.S.T.	14. Stevedores for loading, stowing, trimming and discharging to be employed by Charterers or Shippers/Receivers at their expense and under Master's control. Stevedores shall be considered as Owners servants, and the Charterers/ Shippers/Receivers are not to be responsible for any negligence of whatsoever nature, default or error in judgement of the stevedores employed.	109
TALLYMEN	15. Shore tallymen to be employed by the Vessel at the expense of the Vessel. Quantity stated on Bills of Lading to be conclusive evidence against the ship as to the number of bags of sugar shipped, errors and obvious fraud excepted. Ship to be responsible for any number of bags short delivered of signed Bill of Lading quantity	110
MATE'S RECEIPTS AND BILLS OF LADING	16. Clean Mate's Receipts to be signed for each parcel of sugar when on board, and Master to sign Bills of Lading in accordance therewith as presented by Charterers or Shippers. Master to reject any cargo that would involve the clausuring of Mate's Receipts and/or Bills of Lading. If Bills of Lading are issued showing a destination at any time prior	111
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PREPARATION FOR
LOADING AND
DISCHARGING

to official declaration in accordance with Clause 20, such destination not to constitute a declaration of discharging port(s). If this situation occurs, Owners or their Agents will authorise Charterers or nominated Agents without reservation or delay, the amendment, addition and/or deletion with regard to destination shown on Bills of Lading, or, to the signing of new sets of Bills of Lading, Charterers or their Agents delivering up old sets of Bills of Lading in exchange. Bills of Lading to be released and forwarded to Shippers or their Agents for each parcel immediately on completion of loading such parcel. In the case of a single Bill of Lading covering the entire cargo such Bill of Lading to be released immediately on completion of loading.	143 144 145 146 147 148 149
17. Ship's holds to be odourless and free from insects, properly swept, cleaned and dried to the satisfaction of Shippers' and/or Charterer's Agents before loading. Ship's holds to be washed down only if cargo injurious to sugar carried previously, and if done, holds to be completely dry before tendering notice of readiness. Charterers have the right to arrange a condition survey and/or hose test prior to commencement of loading which to be at Charterer's expense for which purposes a Lloyds Agent or Salvage Association Surveyor will be used where possible, failing which a mutually agreed Surveyor shall be used.	150 151 152 153 154 155
(a) BAGGED CARGO.	156
Ship to provide and lay sufficient dunnage and mats or Kraft paper, and to be so dunnaged so as to effectively protect and prevent the bags coming into contact with the edges of beams and stringer-plates.	157 158
If cargo is stowed in refrigerator hatches, alleyways, bunker hatches, deep tanks or other awkward places, Owners shall pay the extra labour costs of loading and/or discharging from such places. The loading and discharging rate shall be half the Charter-Party loading and discharging rate for cargo carried in such places.	159 160 161
No paint or other injurious substance to be used by the ship for marking the bags, the ship to be responsible for all loss or damage caused thereby.	162 163
No bags to be cut for stowage purposes. Ship to be responsible for all loss sustained in the event of bags being cut.	164 165
(b) BULK CARGO.	166
No cargo to be loaded in deep tanks or other awkward places.	167
All cargo battens, tween-deck hatch boards, dunnage and ship's gear and stores, etc., to be removed prior to loading and stowed in compartments not containing sugar. Spare propeller if carried in hold, to be properly boxed in. The removal and replacement of beams, hatch covers, tents and tanktop lids, as and when required by Charterers, to be carried out by ship's crew, at ship's expense at both ends.	168 169 170 171
Owners consider the vessel suitable for grab discharge. Tanktops, tunnel shaft and exposed pipe lines to be effectively protected by Owners. Bleeding holes in the coamings to be securely covered, and bilge limbers to be sealed.	172 173 174
Damage by grabs (if any) to be settled directly between Owners and Stevedores, Charterers incurring no responsibility therefore.	175 176
Vessel's holds not to be ventilated during the voyage. All ventilators to be sealed and any access of fresh air to the cargo to be strictly prevented.	177 178
At discharging port(s) the collection of sweepings from the holds, bilges and coamings to be done by the Stevedores at Receivers expense, and time used to count as laytime.	179 180
Vessel not to take any fresh or ballast water on board at discharging port(s) until the vessel has completed discharge.	181 182
GENERAL	
18. Vessel to be in possession of a valid certificate of efficiency for winches and derricks/cranes for the duration of this Charter.	183 184
Vessel to supply at both ends, at all times, free of charge to Charterers, winches and derricks/cranes, power, and gear in good working order at all hatches including ropes as required for loading and discharging sugar, also full lights for night work on deck and in the holds, if required.	185 186 187
In the event of a breakdown of a winch and derrick/crane or winches and derricks/cranes by reason of disablement or insufficient power and/or failure of lights, the laytime to be extended pro-rata for the period of such inefficiency in relation to the number of working gangs available. If on demurrage, time lost pro-rata to be deducted from same.	188 189 190
Owners are to pay in addition the cost of labour affected by the breakdown, either stood off or additionally engaged including the hire of shore gear, or as otherwise regulated by the custom of the port.	191 192
The Shippers and/or Consignees will be permitted to load and discharge outside ordinary working periods and during excepted periods, the Owners providing free of charge all vessel's facilities, including services of Officers and Crew.	193 194 195
Understood rates of loading and discharging in the Charter-Party are based on a minimum of four hatches being available at commencement of loading and discharging; if less than four hatches are available, loading and/or discharging rates to be reduced pro-rata. Vessel having less than four hatches, but with any hatch exceeding fifteen metres length (or less at Charterers' discretion) and able to work two gangs simultaneously with ship's gear, shall have such hatch counted as two hatches.	196 197 198 199 200
All opening and closing of hatches and tweendeck hatches, including the handling and shifting of beams, at loading and discharging ports is to be done or paid for by the vessel, and time used not to count as laytime.	201 202
LOADING LAYTIME	
19. At each loading port, even if loading commences earlier, laytime for loading to begin at 1400 hours if written/cabled/telexed notice of readiness to load is tendered to Agents before noon and at 0800 hours next working day if written/cabled/telexed notice of readiness is tendered to Agents after noon. Notice of readiness to be tendered to Agents in ordinary office hours, Saturdays afternoon, Sundays (or local equivalents) and holidays excepted, whether in berth or not.	203 204 205 206
Laydays at the average rate of metric tons calculated on gross weight provided vessel can receive at this rate, per weather working day of 24 consecutive hours, time from noon Saturdays to 0800 hours. Mondays (or local equivalents) and from 1700 hours day preceding a holiday until 0800 hours next working day excepted, even if used, shall be allowed to the said Charterers, for loading and waiting for orders. Time employed in shifting anchorages and/or loading places within the same port or its jurisdiction not to count as laytime, and shifting expenses to be for Owners account.	207 208 209 210 211 212
At loading port(s) in the event of congestion Master has the right to tender notice of readiness at the customary waiting place in ordinary office hours by cable/telex to Agents whether in berth or not, whether in port or not, whether	213 214

	in free pratique or not, whether customs cleared or not. Time proceeding from customary waiting place to loading berth/anchorage not to count as laytime. If the loadport surveyor is unable to attend the vessel at the customary waiting place and after vessel's arrival at loading berth/anchorage the vessel fails her survey, laytime/demurrage shall cease from such failure until the vessel's holds are passed accordingly.	215 216 217 218
DISCHARGING NOTICES	20. Master to cable 7,4,2 days and 24 hours off discharging port or range, giving his E.T.A.	219 220 221
	Charterers to declare first (or sole) discharging port to Owners or their Agents upon receipt of Master's 4 days notice. Each additional discharging port (if any) to be declared to Owners or their Agents latest 24 hours prior to sailing from previous port, and any nominations given earlier not to be regarded as a final declaration. Owners to be responsible for all costs, consequences and damages of whatsoever nature and howsoever arising in the event of Owners or Master's failure to keep Charterers fully informed of any change in ship's position prior to arrival at discharging port(s).	222 223 224 225 226
DEVIATION	21. The ship has liberty to call at any port or ports on the route for fuel or other supplies, and to sail without pilots also to tow and assist vessels in distress for Owners benefit, or to be assisted in all situations and to deviate for the purpose of saving life or property.	227 228 229
DISCHARGING LAYTIME	22. At each discharging port, even if discharging commences earlier, laytime for discharge to begin at 1400 hours if written/cabled/telexed notice of readiness to discharge is tendered to Agents before noon and at 0800 hours next working day if written/cabled/telexed notice of readiness is tendered to Agents after noon. Master has the right to tender notice of readiness from the customary waiting place in ordinary office hours. Notice of readiness to be tendered to Agents in ordinary office hours Saturdays afternoon, Sundays (or local equivalents) and holidays excepted whether in berth or not. Ship to discharge at the average rate of (.....) metric tons calculated on gross weight provided vessel can deliver at this rate, per weather working day of 24 consecutive hours, time from Saturdays noon to 0800 hours Mondays (or local equivalents) and from 1700 hours day preceding a holiday until 0800 hours next working day excepted, even if used. Time employed in shifting anchorages or discharging places within the same port or its jurisdiction not to count as laytime, and shifting expenses to be for Owners' account.	230 231 232 233 234 235 236 237 238 239
	At discharging port(s) in the event of congestion Master has the right to tender his notice of readiness by cable/telex in ordinary office hours to Agents whether in berth or not, whether in port or not, whether in free pratique or not, whether customs cleared or not. Time proceeding from customary waiting place to discharge berth/anchorage not to count as laytime.	240 241 242 243
DEMURRAGE DESPATCH	23. If longer detained in loading and/or discharging ports, demurrage to be paid at the rate of per day, or in proportion for any part of a day. Ship to pay per day, or in proportion, despatch money for all working time saved at both ends. Laytime to be non-reversible between loading and discharging ports, but may be reversible at Charterer's option between the ports of loading or the ports of discharging	244 245 246 247 248 249
	Demurrage or despatch to be settled directly between Owners and Charterers in accordance with the terms, conditions and exceptions of this Charter-Party.	250 251
WAITING	24. In the event that Charterers require the vessel to wait at any time prior to arrival at destination, Owners agree to instruct the Master to anchor at any safe place on passage in international waters or in Charterer's option at waiting place at discharge port. In respect of such Charterers are to pay Owners USD per day or pro rata inclusive of bunkers but less commission. However, if the vessel waits at a place where the vessel is able to tender her notice of readiness then Charterers may elect to commence laytime as per Charter-Party.	252 253 254 255 256 257
OVERTIME	25. Overtime to be for account of the party ordering it. Officers and Crew overtime always to be for account of the vessel. If ordered by Port Authorities at loading/discharging ports to be for Shippers/Receivers' account.	258 259
EXTRA INSURANCE	26. Any extra insurance for cargo and/or prepaid freight owing to vessel's age and/or class and/or flag and/or Ownership to be for Owners account, and same to be deducted without documentation from freight.	260 261
SEAWORTHY TRIM	27. Should more than one load or one discharge port be used vessel to be left in seaworthy trim to Master's satisfaction for voyage between ports of loading or ports of discharging.	262 263
STRIKES AND FORCE MAJEURE	28. In the event that whilst at or off the loading place or discharging place the loading and/or discharging of the vessel is prevented or delayed by any of the following occurrences: strikes, riots, civil commotions, lockouts of men, accident and/or breakdowns on railways, stoppages on railway and/or river and/or canal by ice or frost, mechanical breakdowns at mechanical loading plants, government interferences, vessel being inoperative or rendered inoperative due to the terms and conditions of employment of the Officers and Crew, time so lost shall not count as laytime or time on demurrage or detention.	264 265 266 267 268 269
GENERAL AVERAGE TIME BAR	29. General Average, if any, shall be settled in London, as per York-Antwerp Rules 1994 and subsequent amendments. 30. Either party shall be discharged and released from all liability in respect of any claim or claims which either party may have under this Charter-Party and such claim or claims shall be totally extinguished, unless such claim or claims have been notified in detail to either party in writing within 12 (twelve) months from completion of discharge of the appropriate cargo under this Charter-Party.	270 271 272 273 274
ARBITRATION	31. All disputes from time to time arising out of, or in connection with, this Charter-Party shall, unless the parties agree forthwith on a single arbitrator, be referred to the final arbitrament of two arbitrators, one to be appointed by each of the parties, with power to such arbitrators to appoint an umpire. The arbitrators shall be commercial men with knowledge of shipping and freight matters or members of the London Maritime Arbitrators Association. The arbitration to take place in London. If a party fails to appoint an arbitrator within 14 days of being called to do so, the other party may, in order to complete the arbitration tribunal, apply to the President of the LMAA for the appointment of an arbitrator on behalf of that party. The award of the sole arbitrator, two arbitrators or the umpire (as the case may be) shall be final and binding on both parties. No award shall be questioned or invalidated on the grounds that any of the arbitrators is not qualified as above, unless objection to his acting to be taken during appointment. By mutual agreement the parties also have the option to adopt London Maritime Arbitrators Association Small Claims Procedure. This Charter-Party is governed by and construed in accordance with English Law.	275 276 277 278 279 280 281 282 283 284 285 286 287

ARAB BLACK LIST	32. Owners guarantee that the vessel fixed under this Charter is not wholly or partially owned by Israeli interests, and will not call at any Israeli ports from date of fixture until completion of discharge of this cargo. Owners further guarantee that this vessel is not on the Arab Black List, and undertake to provide a certificate from Arab Authorities, if so required, and allow Bills of Lading to be so attested, if requested.	288 289 290 291
SUB-LET	33. Charterers have the option of sub-letting this Charter-Party, they remaining responsible to Owners for payment of freight and due fulfilment of terms of this Charter-Party.	292 293
SATELLITE TRACKING	34. If required by Charterers/Shippers/Receivers or the cargo underwriters, a satellite tracking device may be placed on the vessel at the port of loading, carried free of charge and removed prior to completion of discharge.	294 295
CERTIFICATES	35. If required by Charterers, Owners undertake to issue or otherwise supply any letters or certificates in connection with vessel's classification, registration, age, flag, gear, details of vessel's entry into P and I Club or any other certificates required by Charterers.	296 297 298
BREAKING UP	36. Owners guarantee that this vessel has not already been sold for breaking up nor will be sold for breaking up during the currency of this Charter-Party.	299 300
PROTECTIVES	37. War Risks Clauses 1 and 2, Both-to-Blame Collision Clause, New Jason Clause and P & I Bunkering Clause are deemed to be incorporated in this Charter-Party.	301 302
SECRECY	38. Under no circumstances are Owners and Brokers concerned in the fixture of this vessel to divulge any details of this fixture whatsoever to anyone outside their own organisation.	303 304

Rider

CHARTER-PARTY dated in the.

(This Rider is deemed fully incorporated in but not to be attached to Charter-Party)

With reference to Clause 9, "Freight as per agreement", rates of freight are to be as set hereunder:

FREIGHT PAID BILLS OF LADING

Charterers are authorised, once the 90% freight has been remitted to mark Bills of Lading "Prepaid" or "Freight Paid".

COMMISSION

Owners to pay a commission of to the order of Charterers, and a brokerage of to order of

..... payable on the gross amount of freight, deadfreight and demurrage, due on shipment of cargo, ship lost or not lost and subsequent demurrage at discharge port(s).

OWNERS

CHARTERERS