


1. Shipbroker		<b>UNITED NATIONS WORLD FOOD PROGRAMME</b> <b>VOYAGE CHARTER PARTY</b> <b>CODE NAME: "WORLDFOOD 99"</b>		 <b>PART I</b>
2. Vessel's name		3. Place and date <b>Geneva,</b>		
4. Owners and place of business (state full style and address)		5. Charterers and place of business		
6. Loading port(s) or place(s). If applicable, also state number of days prior declaration of actual load port(s) or place(s) (Cl. 2)		7. Discharging port(s) or place(s). If applicable, also state number of days prior declaration of actual discharge port(s) or place(s) (Cl.2)		
8. Cargo (also state quantity, if full and complete cargo not agreed state "part cargo") (Cl. 3)		9. Vessel's description (see also SCHEDULE A)		
10. Laydays date (Cl. 4)	11. Cancelling date (Cl. 5)	12. Present position/ETA first load port (Cl. 4)		
13. Advance notices (loading) (Cl. 6) to be given to:		14. Advance notices (discharging) (Cl.7) to be given to:		
15. Laytime for loading (Cl. 10)		16. Laytime for discharging (Cl. 10)		
17. Demurrage (loading and discharging) (Cl. 11)		18. Freight rate (Cl. 22)		
19. Freight payment (state currency and method of payment, beneficiary and bank account) (Cl. 22)		20. Brokerage commission and to whom payable (Cl. 38)		
21. Numbers of additional clauses covering special provisions, if agreed				

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

Signature (Owners)	Signature (Charterers)
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Approved by  
The Documentary Committee of  
THE BALTIC AND INTERNATIONAL MARITIME COUNCIL (BIMCO)  
Copenhagen

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**"WORLDFOOD 99"  
SCHEDULE A**



Vessel's name
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**Owner's Details**

A. Owner's name	The name of the registered Owner if the party identified in
Address	Address
Telex	Telex
Phone	Phone
Contact	Contact
Owner's P&I Club	Registered Owner's P&I Club
Owner's Hull & Machinery Insurers/Hull & Machinery value	Registered Owner's Hull & Machinery Insurers/Hull & Machinery value
Certificates attached <b>YES/NO</b>	Certificates attached <b>YES/NO</b>

**Vessel's Description**

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

**Supplementary Information**

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

## PART II

### "Worldfood 99" Charter Party

<b>1. Vessel</b>	1	If cargo other than the Charterers' cargo is loaded/discharged at the same	52
(a) The Owners shall:	2		
(i) before and at the beginning of the voyage exercise due diligence to	3	port and/or berth and waiting time is incurred, such time shall be calculated	53
make the Vessel seaworthy and in every way fit for the voyage and for	4	on a pro rata basis according to the quantity of each cargo. If cargo other	54
the trade for which she is employed, with a full complement of Master,	5	than the Charterers' cargo is loaded/discharged at the same berth, time	55
officers and crew for a vessel of her type, tonnage and flag;	6	shall only count when the Charterers' cargo is actually being loaded/	56
(ii) ensure that throughout the currency of this Charter Party the Vessel	7	discharged. Should cargo other than the Charterers' cargo interfere in any	57
and her Master, officers and crew will comply with all safety and	8	way whatsoever with loading/discharging of the Charterers' cargo, time	58
health regulations and other statutory rules or regulations and	9	shall cease to count entirely if the Charterers' loading/discharging is	59
internationally recognized requirements necessary to secure safe	10	stopped completely or on a pro rata basis if partially stopped.	60
and unhindered loading of the cargo, performance of the voyage and	11	The Owners shall pay totally or proportionally the costs of lightening, if any,	61
discharge of the cargo;	12	at the port(s) of discharge incurred due to loading of completion cargo.	62
(iii) ensure that throughout the currency of this Charter Party the Vessel	13	(d) Unless otherwise stated in Box 8, all quantities shall be expressed in	63
is fully insured in respect of loss of or damage to or in connection with	14	tons of 1,000 kilograms.	64
cargo by the Protection and Indemnity Class of the P&I Club stated in	15	<b>4. Laydays Date and Present Position</b>	65
Schedule A and also insured against hull and machinery risks for a	16	(a) Laydays shall not commence before 07.00 hours on the date stated in	66
value not less than that specified in Schedule A.	17	Box 10. However, notice of readiness may be given before that date and	67
(b) The Vessel as described in Box 9 and in Schedule A shall be classed	18	notice time shall run forthwith.	68
Lloyd's 100 A1 or equivalent as stated in Schedule A. The Owners warrant	19	(b) Present position of the Vessel as per Box 12.	69
to maintain that class throughout the currency of this Charter Party.	20	<b>5. Cancelling</b>	70
<b>2. Voyage</b>	21	(a) The Charterers shall have the option of cancelling the Charter Party if	71
(a) The Vessel shall with all reasonable despatch proceed to the loading	22	the Vessel has not tendered notice of readiness to load on or before 17.00	72
port(s) or place(s) stated in Box 6 or so near thereto as she may safely get	23	hours on the cancelling date stated in Box 11.	73
and lie always safe and afloat, and there load the cargo stated in Box 8,	24	(b) Should the Owners anticipate that, despite the exercise of due diligence, the Vessel will not be ready to load by the cancelling date, they	74
and being so loaded the Vessel shall with all reasonable despatch proceed	25	shall notify the Charterers thereof without delay stating the actual date of	75
to the discharging port(s) or place(s) stated in Box 7 or so near thereto as	26	sailing or the expected date of the Vessel's readiness to sail from her last	76
she may safely get and lie always safe and afloat and there deliver the cargo.	27	discharge port and her expected date of readiness to load.	77
If the Charterers have the right to order the Vessel to load and/or discharge	28	In notifying the Charterers of the delay the Owners may require the Charterers to declare within two working days after receipt of such notice	78
at one or more ports out of several named ports or within a specific range,	29	whether they will exercise their option to cancel the Charter Party or agree	79
the Charterers shall declare the actual port or ports of loading and/or discharge within the number of days stated in Boxes 6 and 7, respectively.	30	to a new cancelling date.	80
Unless loading and/or discharging ports are named in this Charter Party,	31	If the Charterers do not exercise their option of cancelling, then this Charter Party shall be deemed to be amended such that the fourth day	81
the responsibility for providing safe ports or places of loading and/or discharging lies with the Charterers.	32	after the new date of readiness indicated in the Owners' notification shall	82
(b) Rotation of Ports	33	be regarded as the new cancelling date.	83
Unless otherwise agreed, loading and/or discharging at two or more ports	34	(c) The provisions of sub-clause (b) of this Clause shall operate only once	84
shall be effected in geographical rotation.	35	and, in case of the Vessel's further delay, the Charterers shall have the option of cancelling the Charter Party as per sub-clause (a) above.	85
<b>3. Cargo</b>	36	<b>6. Advance Notices (Loading)</b>	86
(a) Unless otherwise stated in Box 8, this Charter Party is for a full and	37	(a) The Owners shall give the following notices of ETA (Estimated Time	87
complete cargo as described in Box 8.	38	of Arrival) at first or sole loading port to the Charterers and the Parties	88
(b) The Charterers warrant that the cargo referred to in Box 8 is non-dangerous for carriage according to applicable safety regulations including IMO Code(s).	39	indicated in Box 13:	89
(c) Part Cargo - if agreed and stated in Box 8 that this Charter Party is for	40	(i) notice of ETA at time of fixture;	90
a part cargo, the Owners guarantee that any additional cargo shall be non-	41	(ii) 10 days notice of ETA;	91
hazardous and non-injurious to the cargo carried under this Charter Party	42	(iii) 72 hours notice of ETA;	92
and that in any event no fertilisers or chemicals will be loaded.	43	(iv) 24 hours definite notice of arrival.	93
Such additional cargo shall be stowed in separate compartments and shall	44	Notwithstanding provisions to the contrary in Clauses 8 and 9, if the Owners fail to give notice in accordance with sub-clause 6 (a)(iv),	94
not affect the rate of loading and discharging of the cargo under this Charter Party as stipulated in Boxes 15 and 16, respectively.	45	laytime shall not start to count until 48 hours after the arrival of the Vessel.	95
	46	(b) The Master shall give the Vessel's position every 72 hours after fixing	96
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	and, if transiting the Suez Canal and/or the Panama Canal, the Master shall notify the Charterers thereof, stating time of entering and leaving the Canal(s).	102 103 104		whether in berth or not, provided the notice of readiness is tendered in accordance with Clause 8, otherwise the laytime shall commence at 07.00 hours on the next working day.	153 154 155
<b>7. Advance Notices (Discharging)</b>		105		(c) If the notice of readiness has been tendered while the Vessel is at or off the port, in accordance with Clause 8, the laytime shall commence and shall count as if the Vessel were in berth.	156 157 158
(a) The Owners or the Master shall give the following notices of ETA at first or sole discharging port to the Charterers and the Parties indicated in Box 14:		106 107 108		(d) Actual time used for shifting to the loading/discharging berth or to a waiting berth in port shall not count as laytime unless the Vessel is already on demurrage.	159 160 161
(i) Upon sailing from loading port (or if more than one loading port from final port of loading) approximate ETA, also stating quantity of cargo loaded and estimated arrival draft;		109 110 111		(e) If, after tendering notice of readiness and provided the Charterers have appointed and paid for an independent surveyor to inspect the Vessel's holds as soon as possible, the Vessel is nevertheless found not to be in all respects ready to load/discharge, the actual time lost until the Vessel is in fact ready to load/discharge (including customs clearance and free pratique, if applicable) shall not count as laytime or, if the Vessel is already on demurrage, as time on demurrage.	162 163 164 165 166 167 168
(ii) 10 days notice of ETA;		112		(f) Time lost as a result of inefficiency or any other cause, including strike by officers and crew, attributable to the Vessel, her Master, her crew or the Owners which affects the working of the Vessel, shall not count as laytime or as time on demurrage.	169 170 171 172
(iii) 72 hours notice of ETA;		113		(g) In the event that the Vessel is waiting for a loading or discharging berth and notice of readiness has been tendered according to Clause 9(c), no laytime shall be deducted during such period for reasons of weather, unless the vessel occupying the loading or discharging berth in question is actually prevented from working due to weather conditions, in which case laytime so lost shall not count unless the Vessel is already on demurrage.	173 174 175 176 177 178
(iv) 24 hours definite notice of arrival.		114		(h) Excepted Periods.	179
Notwithstanding provisions to the contrary in Clauses 8 and 9, if the Owners or the Master fail to give notice in accordance with sub-clause 7 (a) (iv), laytime shall not start to count until 48 hours after the arrival of the Vessel.		115 116 117 118		(i) In those countries in which Sunday is the recognised day of rest, laytime shall not run from either 12.00 hours on Saturday or, where Saturday is a day on which stevedores work only at overtime rates, from the time on Friday at which stevedores cease to be paid at the normal rate, until 07.00 hours on Monday.	180 181 182 183 184
(b) The Master shall give to the Charterers the Vessel's position every 72 hours en route to the discharging port and, if transiting the Suez Canal and/or the Panama Canal, the Master shall notify the Charterers thereof, stating time of entering and leaving the Canal(s).		119 120 121 122		(ii) In those countries in which Friday is the recognised day of rest, laytime shall not run from either 12.00 hours on Thursday or, where Thursday is a day on which stevedores work only at overtime rates, from the time on Wednesday at which stevedores cease to be paid at the normal rate, until 07.00 hours on Saturday.	185 186 187 188 189
<b>8. Notice of Readiness (Loading and Discharging)</b>		123		(iii) Laytime shall not run from 17.00 hours on a day preceding a national or local holiday until 07.00 hours on the next working day.	190 191
(a) At each port of loading or discharging, notice of readiness shall be given by the Master to the Charterers and the Parties indicated in Boxes 13 and 14, as appropriate, when the Vessel is in the loading or discharging berth and has obtained customs clearance and free pratique and is in all respects ready to load or discharge.		124 125 126 127 128		(iv) If work is actually carried out during any of the excepted periods specified in sub-paragraphs (i) to (iii) hereof, only half of such time actually used shall count as laytime.	192 193 194
(b) At loading port before tendering notice of readiness, the Owners and the Master shall ensure that all holds of the Vessel are clean, dry and free from smell and in all respects suitable to receive the cargo to the Charterers' satisfaction.		129 130 131 132			
(c) 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 customary waiting place at or off the port, whether cleared at customs or not and whether in free pratique or not.		133 134 135 136 137 138			
However, if upon the Vessel's arrival at or off the port she is prevented from proceeding to the loading/discharging berth by her inefficiency, weather, tidal conditions, strikes of tugs or pilots, or mandatory regulations, notice of readiness may be given only when such hindrance(s) has (have) ceased.		139 140 141 142			
(d) Notice of readiness to load or discharge shall be tendered between the hours of 09.00 to 17.00 on ordinary working days, Sundays (or their local equivalents) excepted and between the hours of 09.00 to 12.00 on Saturdays (or their local equivalents).		143 144 145 146			
<b>9. Time Counting (Loading and Discharging)</b>		147		<b>10. Loading and Discharging</b>	195
(a) At first or sole loading and discharging port, laytime for loading and discharging shall commence at 07.00 hours on the next working day following tendering of notice of readiness in accordance with Clause 8.		148 149 150		(a) Bulk Cargo - If loading bulk cargo, the cargo shall be loaded and spout-trimmed by the Charterers at their expense, but under the supervision of the Master, at the rate stated in Box 15 per weather working day of 24 consecutive hours (subject to excepted periods according to Clause 9).	196 197 198 199 200
(b) While at second or subsequent port(s) of loading and discharging, laytime shall count upon the Master's tendering of notice of readiness,		151 152		Other than Bulk Cargo - If loading other than bulk cargo, the cargo shall be loaded and stowed by the Charterers at their expense, but under the	201 202

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supervision of the Master, at the rate stated in Box 15 per weather working day of 24 consecutive hours (subject to excepted periods according to Clause 9).	203	204	205	206	207	208	209	210	211	212	213	214	215	216	217	218	219	220	221	222	223	224	225	226	227	228	229	230	231	232	233	234	235	236	237	238	239	240	241	242	243	244	245	246	247	248	249	250	251	252	253	254	255	256	257																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																		
(b) The cargo shall be discharged by the Charterers at their expense, but under the supervision of the Master, at the rate stated in Box 16 per weather working day of 24 consecutive hours (subject to excepted periods according to Clause 9).																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																									

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Any trimming other than spout trimming (whether spout trimming head is moveable or fixed) shall be for the Owners' expense and time so used shall not count as laytime or demurrage. Any bagging, strapping or securing which may be required is to be supplied and paid for by the Owners and time used shall not count as laytime or demurrage. Bleeding of bags, if any, at discharging port shall be for Owners' time, risk and expense.	308 309 310 311 312 313	tallymen to act jointly on behalf of the Owners and the Charterers. Such joint tally shall be binding upon both parties provided that such tally is kept during discharging and all costs shall be for the Charterers' account.	361 362 363
(c) Bagged, cartoned and palletised cargo - In the case of bagged, cartoned and palletised cargo, any cargo space into which such cargo is loaded must be accessible to customary loading and discharging equipment.	314 315 316 317	(d) At each loading port the Owners and the Charterers shall accept the standard loading terminal procedures for weighing, control/checking and tally of cargo at the Charterers' expense.	364 365 366
<b>18. Stevedore Damage</b>	318	<b>22. Freight Payment</b>	367
The Charterers shall be responsible for damage (beyond ordinary wear and tear) caused by stevedores to any part of the Vessel. Such damage shall be notified as soon as reasonably possible, but latest when the Vessel is sailing from her last discharge port, by the Master to the Charterers or their agents and to their stevedores, failing which the Charterers shall not be held responsible. The Master shall endeavour to obtain the stevedores' written acknowledgment of the damage caused.	319 320 321 322 323 324 325	(a) The freight at the rate indicated in Box 18 shall be calculated on the gross intaken weight/quantity stated in the Cargo Receipt.	368 369
The Charterers have the right to repair any stevedore damage at any time prior to completion of the voyage where practicable, or otherwise at a place mutually agreed between the parties, but must repair stevedore damage affecting the Vessel's seaworthiness or class before the Vessel sails from the port where such damage was caused or found. All additional expenses incurred shall be for the account of the Charterers and any time lost shall be for the account of and shall be paid to the Owners by the Charterers at the demurrage rate.	326 327 328 329 330 331 332 333	(b) 90 (ninety) per cent of the freight is due and payable by the Charterers within 5 (five) working days after release of signed Cargo Receipt.	370 371
<b>19. Overtime</b>	334	(c) The Charterers shall, if the Owners so request, pay any demurrage which is due, every 14 days in arrears.	372 373
(a) Expenses - All overtime expenses at loading and discharging port(s) shall be for the account of the party ordering same. If overtime is ordered by port authorities or the party (not being the Charterers) controlling the loading and/or discharging terminal or facility, all overtime expenses are to be paid by the Charterers. Overtime expenses for the Vessel's officers and crew shall always be for the Owners' account.	335 336 337 338 339 340 341	(d) The balance of freight with any adjustment for demurrage, despatch money, dead freight and/or any other sums payable to the Owners under this Charter Party and any Cargo Receipt issued hereunder shall be paid promptly by the Charterers upon receipt of the Owners' invoice in duplicate giving details of freight due, despatch/demurrage incurred at loading and discharging ports and supported by all the following documents in duplicate:	374 375 376 377
(b) Time Counting - If overtime ordered by the Owners is worked during excepted periods the actual time used shall count as laytime. If overtime ordered by the Charterers is worked during excepted periods half the actual time used shall count as laytime.	342 343 344 345	(i) Statement of Facts signed by the Master and the Charterers' agent and/or representatives at both ends;	378 379 380 381
<b>20. Cargo Receipt</b>	346	(ii) Laytime statements (time sheets);	382
(a) No bills of lading will be issued for shipments under this Charter Party.	347	(iii) Receipted commission invoices from all brokers mentioned in the Charter Party;	383 384
(b) The Owners agree to issue a Cargo Receipt as per the "Worldfoodreceipt 99" Cargo Receipt Form attached hereto incorporating all terms, conditions, liberties, clauses and exceptions of this Charter Party. In the event of a conflict of conditions between the Cargo Receipt and this Charter Party, the provisions of this Charter Party shall prevail to the extent of such conflict but no further.	348 349 350 351 352 353	(iv) A comprehensive Stowage Plan showing gross cargo quantities loaded hold by hold;	385 386 387
<b>21. Tally</b>	354	(v) Surveyor's report on draft and cubic survey in respect of any dead freight claim which shall also be supported by a voucher approved by the Master and the Charterers'/Shippers' representatives at loading port.	388 389 390 391
(a) The Cargo Receipt shall be conclusive evidence of the quantity of cargo loaded.	355	(vi) A fully executed copy of the Charter Party.	392
(b) If the cargo consists of bags, bales, cases and/or drums, the Vessel shall be responsible for the number of packages shipped and the provisions of sub-clause (a) also to apply.	356 357 358 359	(e) The Charterers may deduct from any balance payable under (d) above a sufficient amount as security for duly particularised claims against the Owners for loss of or damage to cargo which shall have been established on discharge, but only insofar as the P & I Club stated in Schedule A shall have failed to provide a Letter of Undertaking to meet any proper liability of the Owners for such claims within 48 hours of a request from the Charterers for such Club Letter of Undertaking, which shall also particularise the alleged claims as above and shall indicate the total amount of the security required.	393 394 395 396 397 398 399 400 401
(c) At each discharging port, the Charterers shall appoint recognised	360	(f) The freight and other sums due to the Owners shall be paid in the currency and in the manner stated in Box 19.	402 403
		<b>23. Dues, Taxes and Charges</b>	404
		(a) 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.	405 406 407
		(b) 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.	408 409 410
		(c) On the freight - Taxes levied on the freight shall be paid by the Owners.	411 412

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<b>24. Extra Insurance</b>	413	<b>29. P &amp; I Charter Party Pollution Clause</b>	459
Any extra insurance on cargo 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, such extra insurance shall not exceed the lowest extra premium which would be charged for the Vessel and voyage in the London insurance market.	414 415 416 417 418 419	(a) The Owners warrant that throughout the currency of this Charter Party they will provide the Vessel with certificates issued pursuant to Section 1016 (a) of the Oil Pollution Act 1990, and Section 108 (a) of the Comprehensive Environmental Response, Compensation and Liability Act 1980, as amended, in accordance with Part 138 of Coast Guard Regulations 33 CFR.	460 461 462 463 464 465
<b>25. Lien</b>	420	(b) Notwithstanding anything whether printed or typed herein to the contrary,	466 467
The Owners shall have a lien on the cargo for freight. The Charterers shall remain responsible for freight, dead freight and demurrage incurred at port(s) of loading and/or discharging.	421 422 423	(i) save as required for compliance with paragraph (a) hereof, the Owners shall not be required to establish or maintain financial security or responsibility in respect of oil or other pollution damage to enable the Vessel lawfully to enter, remain in or leave any port, place, territorial or contiguous waters of any country, state or territory in performance of this Charter Party.	468 469 470 471 472 473
<b>26. Liberty</b>	424	(ii) the Charterers shall indemnify the Owners and hold them harmless in respect of any loss, damage, liability or expense (including but not limited to the costs of any delay incurred by the Vessel as a result of any failure by the Charterers promptly to give alternative voyage orders) whatsoever and howsoever arising which Owners may sustain by reason of any requirement to establish or maintain financial security or responsibility in order to enter, remain in or leave any port, place or waters, other than to the extent provided in paragraph (a) hereof.	474 475 476 477 478 479 480 481 482
The Vessel shall have liberty to sail with or without pilots, to tow or go to the assistance of vessels in distress, to call at any port or place for oil fuel supplies, and to deviate for the purpose of saving life or property, or for any other reasonable purpose whatsoever.	425 426 427 428	(iii) the Owners shall not be liable for any loss, damage, liability or expense whatsoever and howsoever arising which the Charterers and/or the holders of any cargo receipt(s) issued pursuant to this Charter Party may sustain by reason of any requirement to establish or maintain financial security or responsibility in order to enter, remain in or leave any port, place or waters, other than to the extent provided in paragraph (a) hereof.	483 484 485 486 487 488 489
<b>27. United Nations Emergency Clause</b>	429	<b>30. ISM Clause</b>	490
The Charterers have the right in case of an emergency situation arising to change the Vessel's destination, subject only to the Owners' consent, which shall not be unreasonably withheld. In this event, the Owners and the Charterers shall agree on any necessary adjustment in freight rates in consequence of the change of destination. Failing such agreement, the new rate shall be determined by a shipbroker appointed, at the request of either party, by the Institute of Chartered Shipbrokers, London, acting as valuer and not as arbitrator.	430 431 432 433 434 435 436 437	From the date of coming into force of the International Safety Management (ISM) Code in relation to the Vessel and thereafter during the currency of this Charter Party, the Owners shall procure that both the Vessel and "the Company" (as defined by the ISM Code) shall comply with the requirements of the ISM Code. Upon request the Owners shall provide a copy of the relevant Document of Compliance (DOC) and Safety Management Certificate (SMC) to the Charterers. Except as otherwise provided in this Charter Party, loss, damage, expense or delay caused by failure on the part of the Owners or "the Company" to comply with the ISM Code shall be for the Owners' account.	491 492 493 494 495 496 497 498 499 500
<b>28. General Clause Paramount</b>	438	<b>31. Both to Blame Collision Clause</b>	501
The International Convention for the Unification of Certain Rules of Law relating to Bills of Lading signed at Brussels on 25 August 1924 ("the Hague Rules") as amended by the Protocol signed at Brussels on 23 February 1968 ("the Hague-Visby Rules") and as enacted in the country of shipment shall apply to this Charter Party. When the Hague-Visby Rules are not enacted in the country of shipment, the corresponding legislation of the country of destination shall apply, irrespective of whether such legislation may only regulate outbound shipments. When there is no enactment of the Hague-Visby Rules in either the country of shipment or in the country of destination, the Hague-Visby Rules shall apply to this Charter Party save where the Hague Rules as enacted in the country of shipment or if no such enactment is in place, the Hague Rules as enacted in the country of destination, compulsorily applicable to shipments, in which case the provisions of such Rules shall apply. The Protocol signed at Brussels on 21 December 1979 ("the SDR Protocol 1979") shall apply where the Hague-Visby Rules apply, whether mandatorily or by this Charter Party. The Carrier shall in no case be responsible for loss of or damage to cargo arising prior to loading, after discharging, or while the cargo is in the charge of another carrier, or with respect to deck cargo and live animals.	439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458	If the Vessel comes into collision with another vessel as a result of the negligence of the other vessel and any act, neglect or default of the Master, mariner, pilot, or the servants of the Owners in the navigation or in the management of the Vessel, the owners of the cargo carried hereunder will indemnify the Owners against all loss or liability to the other or non-carrying vessel or her owners insofar as such loss or liability represents loss of, or damage to, or any claim whatsoever of the owners of the said	502 503 504 505 506 507 508

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cargo, paid or payable by the other or non-carrying vessel or her owners	509	notice to the Charterers of the strike or lock-out affecting the discharge.	559
to the owners of said cargo and set-off, recouped or recovered by the other	510	On delivery of the cargo at such port, all conditions of this Charter Party	560
or non-carrying vessel or her owners as part of their claim against the carrying Vessel or Owners.	511	and of the Cargo Receipt shall apply and the Vessel shall receive the same	561
The foregoing provisions shall also apply where the owners, operators or	512	freight as if she had discharged at the original port of destination, except	562
those in charge of any vessel or vessels or objects other than, or in addition	514	that if the distance to the substituted port exceeds 100 nautical miles, the	563
to, the colliding vessels or objects are at fault in respect of a collision or	515	freight on the cargo delivered at the substituted port to be increased in	564
contact.	516	proportion.	565
		(c) Except for the obligations described above, neither the Charterers nor	566
<b>32. General Average and New Jason Clause</b>	517	the Owners shall be responsible for the consequences of any strikes or	567
General average shall be adjusted in London according to York-Antwerp	518	lock-outs preventing or affecting the actual loading or discharging of the	568
Rules 1994 and any subsequent modification thereof.	519	cargo.	569
If general average is to be adjusted in accordance with the law and practice	520		
of the United States of America, the following clause shall apply: "In the	521	<b>34. Ice</b>	570
event of accident, danger, damage or disaster before or after the	522	Loading Port	571
commencement of the voyage, resulting from any cause whatsoever,	523	(a) Before Vessel's arrival - If the Vessel cannot reach the loading	572
whether due to negligence or not, for which, or for the consequence of	524	port by	
which, the Owners are not responsible, by statute, contract or otherwise,	525	reason of ice when she is ready to proceed from her last port, or at any time	573
the cargo, shippers, consignees or the owners of the cargo shall contribute	526	during the voyage, or on her arrival, or if frost sets in after her arrival, the	574
with the Owners in general average to the payment of any sacrifices,	527	Master - for fear of the Vessel being frozen in - is at liberty to leave without	575
losses or expenses of a general average nature that may be made or	528	cargo; in such cases this Charter Party shall be null and void.	576
incurred and shall pay salvage and special charges incurred in respect of	529	(b) During loading - If during loading the Master, for fear of Vessel being	577
cargo. If a salving vessel is owned or operated by the Owners, salvage	530	frozen in, deems it advisable to leave, he has liberty to do so with what	578
shall be paid for as fully as if the said salving vessel or vessels belonged	531	cargo he has on board and to proceed to any other port with option of	579
to strangers. Such deposit as the Owners, or their agents, may deem	532	completing cargo for the Owners' own account to any port or ports	580
sufficient to cover the estimated contribution of the goods and any salvage	533	including the port of discharge. Any part cargo thus loaded under this	581
and special charges thereon shall, if required, be made by the cargo, shippers, consignees or owners of the goods to the Owners before	534	Charter Party to be forwarded to its destination at Vessel's expense against payment of the freight at the rate agreed in Box 18, on	582
delivery".	535	quantity	583
	536	delivered (in proportion if lump sum), all other conditions as per the Charter	584
		Party.	585
<b>33. Strike</b>	537	(c) Loading at more than one port - In case of more than one loading	586
(a) If there is a strike or lock-out affecting or preventing the actual loading	538	port,	
of the cargo, or any part of it, when the Vessel is ready to proceed from her	539	and if one or more of the ports are closed by ice, the Master or the Owners	587
last port or at any time during the voyage to the port or ports of loading or	540	to be at liberty either to load the part cargo at the open port and fill up	588
after her arrival there, the Master or the Owners may ask the Charterers to	541	elsewhere for the Owners' own account as under sub-clause (b) or to	589
declare, that they agree to reckon the laydays as if there were no strike or	542	declare the Charter Party null and void unless the Charterers agree to load	590
lock-out. Unless the Charterers have given such declaration in writing (by	543	full cargo at the open port.	591
telegram, if necessary) within 24 hours, the Owners shall have the option	544	Voyage and Discharging Port	592
of cancelling this Charter Party. If part cargo has already been loaded, the	545	(d) Before Vessel's arrival - Should ice prevent the Vessel from reaching	593
Owners must proceed with same, (freight payable on loaded quantity only)	546	the port of discharge, the Charterers shall have the option of keeping the	594
having liberty to complete with other cargo on the way for their own account.	547	Vessel waiting until the re-opening of navigation and paying demurrage, or	595
(b) If there is a strike or lock-out affecting or preventing the actual	548	of ordering the Vessel to a safe and immediately accessible port where she	596
discharging of the cargo on or after the Vessel's arrival at or off port of	549	can safely discharge without risk of detention by ice. Such orders to be	597
discharge and same has not been settled within 48 hours, the Charterers	550	given within 48 hours after the Owners or Master have given notice to the	598
shall have the option of keeping the Vessel waiting until such strike or lock-	551	Charterers of impossibility of reaching port of destination.	599
out is at an end against paying half demurrage after expiration of the time	552	(e) During discharging - If during discharging the Master, for fear of Vessel being frozen in, deems it advisable to leave, he has liberty to	600
provided for discharging until the strike or lock-out terminates and thereafter full demurrage shall be payable until the completion of	553	do so	601
discharging, or of ordering the Vessel to a safe port where she can safely	554	with what cargo he has on board and to proceed to the nearest safe and	602
discharge without risk of being detained by strike or lock-out. Such orders	555	accessible port. Such port to be nominated by Charterers as soon as possible, but not later than 24 running hours, Sundays and holidays	603
to be given within 48 hours after the Master or the Owners have given	556	excluded, of receipt of Owners' request for nomination of a substitute discharging port, failing which the Master will himself choose such	604
	557	port.	605
	558	(f) Discharging at substitute port - On delivery of the cargo at such port,	606
		all conditions of this Charter Party and of the Cargo Receipt shall apply and	607
			608

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the Owners shall receive the same freight as if the Vessel had discharged	609	receipt of such notice, the Charterers shall not have nominated such a	658
at the original port of destination except that if the distance to the substitute	610	port, the Owners may discharge the cargo at any safe port of their choice	659
port exceeds 100 nautical miles, the freight on the cargo delivered at that	611	(including the port of loading) in complete fulfilment of the Charter Party.	660
port to be increased in proportion.	612	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	661
<b>35. War Risks</b>	613	other than the loading port, to receive the full freight as though the cargo	662
(a) For the purpose of this Clause, the words:	614	had been carried to the discharging port and if the extra distance exceeds	663
(i) "Owners" shall include the shipowners, bareboat charterers, disponent owners, managers or other operators who are charged	615	100 miles, to additional freight which shall be the same percentage of the	664
with the management of the Vessel, and the Master; and	616	freight contracted for as the percentage which the extra distance represents to the distance of the normal and customary route, the	665
(ii) "War Risks" shall include any war (whether actual or threatened), act	617	Owners	666
of war, civil war, hostilities, revolution, rebellion, civil commotion,	618	having a lien on the cargo for such expenses and freight.	667
warlike operations, the laying of mines (whether actual or reported),	619	(d) If at any stage of the voyage after the loading of the cargo commences, it appears that, in the reasonable judgement of the	668
acts of piracy, acts of terrorists, acts of hostility or malicious damage,	620	Master	669
blockades (whether imposed against all vessels or imposed selectively against vessels of certain flags or ownership, or against	621	and/or the Owners, the Vessel, her cargo, crew or other persons on board	670
certain cargoes or crews or otherwise howsoever), by any person,	622	the Vessel may be, or are likely to be, exposed to War Risks on any part	671
body, terrorist or political group, or the Government of any state	623	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	672
whatsoever, which, in the reasonable judgement of the Master and/or	624	another longer route to the discharging port, the Owners shall give notice	673
the Owners, may be dangerous or are likely to be or to become	625	to the Charterers that this route will be taken. In this event the Owners	674
dangerous to the Vessel, her cargo, crew or other persons on board	626	shall be entitled, if the total extra distance exceeds 100 miles, to additional	675
the Vessel.	627	freight which shall be the same percentage of the freight contracted for as	676
(b) If at any time before the Vessel commences loading, it appears that,	628	the percentage which the extra distance represents to the distance of the	677
in the reasonable judgement of the Master and/or the Owners, performance of the Charter Party, or any part of it, may expose, or is likely	629	normal and customary route.	678
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	630	(e) The Vessel shall have liberty:	679
cancelling this Charter Party, or may refuse to perform such part of it as	631	(i) to comply with all orders, directions, recommendations or advice as to	680
may expose, or may be likely to expose, the Vessel, her cargo, crew or	632	departure, arrival, routes, sailing in convoy, ports of call, stoppages,	681
other persons on board the Vessel to War Risks; provided always that if	633	destinations, discharge of cargo, delivery or in any way whatsoever	682
this Charter Party provides that loading or discharging is to take place	634	which are given by the Government of the Nation under whose flag	683
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	635	the Vessel sails, or other Government to whose laws the Owners are	684
Risks, the Owners shall first require the Charterers to nominate any other safe port	636	subject, or any other Government which so requires, or any body or	685
which lies within the range for loading or discharging, and may only cancel	637	group acting with the power to compel compliance with their orders or	686
this Charter Party if the Charterers shall not have nominated such safe port	638	directions;	687
or ports within 48 hours of receipt of notice of such requirement.	639	(ii) to comply with the orders, directions or recommendations of any war	688
(c) The Owners shall not be required to continue to load cargo for any	640	risks underwriters who have the authority to give the same under the	689
voyage, or to sign Bills of Lading for any port or place, or to proceed	641	terms of the war risks insurance;	690
or continue on any voyage, or on any part thereof, or to proceed through any	642	(iii) to comply with the terms of any resolution of the Security Council of	691
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	643	the United Nations, any directives of the European Community, the	692
commences, or at any stage of the voyage thereafter before the discharge	644	effective orders of any other Supranational body which has the right	693
of the cargo is completed, that, in the reasonable judgement of the Master	645	to issue and give the same, and with national laws aimed at enforcing	694
and/or the Owners, the Vessel, her cargo (or any part thereof), crew or	646	the same to which the Owners are subject, and to obey the orders and	695
other persons on board the Vessel (or any one or more of them) may be,	647	directions of those who are charged with their enforcement;	696
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	648	(iv) to discharge at any other port any cargo or part thereof which may	697
for the discharge of the cargo or any part thereof, and if within 48 hours of the	649	render the Vessel liable to confiscation as a contraband carrier;	698
	650	(v) to call at any other port to change the crew or any part thereof or other	699
	651	persons on board the Vessel when there is reason to believe that they	700
	652	may be subject to internment, imprisonment or other sanctions;	701
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(vi)	where cargo has not been loaded or has been discharged by the Owners under any provisions of this Clause, to load other cargo for the Owners' own benefit and carry it to any other port or ports whatsoever, whether backwards or forwards or in a contrary direction to the ordinary or customary route.	704 705 706 707 708	incurred in the event unmanifested drugs, similar substances or unlawful merchandise are found in the possession, or among the effects, of the Vessel's personnel.	752 753 754
(f)	If in compliance with any of the provisions of sub-clauses (b) to (e) of this Clause anything is done or not done, such shall not be deemed to be a deviation, but shall be considered as due fulfilment of the Charter Party.	709 710 711	(d) If at any time before the Vessel is loaded, the Vessel is detained as a result of unmanifested narcotic drugs, similar substances or unlawful merchandise being detected on board the Vessel, the Charterers, if such detention lasts for more than seventy two running hours, shall have the right to cancel this Charter Party provided such right is exercised latest 24 hours after the expiry of the seventy two running hours. The Charterers' right to cancel this Charter Party in accordance with this sub-clause (d) shall not affect their right to claim damages.	755 756 757 758 759 760 761 762
36.	<b>War Risk Premium</b> War Risk premium for the Vessel and/or crew shall be paid by the Owners. Any increase or decrease in the premium after the date of fixture shall be for the Charterers' account or benefit, whichever the case may be. In any case, the increase shall not be any more, or the decrease any less, than that obtainable at the relevant time on the London market.	712 713 714 715 716 717	<b>41. Title to Cargo Clause</b> It is mutually accepted and agreed that this Charter Party is made between the Vessel's Owners as specified in Part I of this Charter Party (Box 4) and the United Nations World Food Programme as Charterers and that the latter have full rights to claim and receive substantial and not merely nominal damages for any damage to and/or loss of cargo carried under this Charter Party and/or under any Cargo Receipt(s) issued pursuant to this Charter Party and/or any claim arising out of this Charter Party and/or any non-negotiable Cargo Receipt(s) issued pursuant to this Charter Party.	763 764 765 766 767 768 769 770 771 772
37.	<b>Agency</b> The Owners are to appoint the Charterers' nominated agent(s) with the Owners paying the customary fee except in ports where national agency companies are the only licenced agents. In the latter case, agents are to be nominated and appointed by the Owners. This additional provision will apply in all countries where applicable, except in China, Vietnam, Cambodia, DPRK and Burma where the Charterers shall nominate agents as above.	718 719 720 721 722 723 724 725	<b>42. Fumigation</b> The Charterers shall have the right to fumigate cargo on board after completion of loading, prior to or during discharging at Charterers' time, risk and expense. Costs of crew accommodation ashore, if required by local authorities, shall be paid by the Charterers.	773 774 775 776 777 778
38.	<b>Brokerage</b> A brokerage commission at the rate stated in Box 20 on the freight, dead freight and demurrage earned and paid is due to the party or parties mentioned in Box 20. In case of non-execution at least 1/3 of the brokerage on the estimated amount of freight and dead freight to be paid by the party responsible for such non-execution to the Brokers as indemnity for the latter's expenses and work. In case of more voyages the amount of indemnity to be mutually agreed.	726 727 728 729 730 731 732 733 734	<b>43. Law and Arbitration</b> This Charter Party shall be governed by and construed in accordance with English law and any dispute arising out of or in connection with this Charter Party shall be referred to arbitration in London in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment thereof save to the extent necessary to give effect to the provisions of this Clause. The arbitration shall be conducted in accordance with the London Maritime Arbitrators Association (LMAA) terms current at the time when the arbitration proceedings are commenced. The reference shall be to three arbitrators. A party wishing to refer a dispute to arbitration shall appoint its arbitrator and send notice of such appointment in writing to the other party requiring the other party to appoint its own arbitrator within 14 calendar days of that notice and stating that it will appoint its arbitrator as sole arbitrator unless the other party appoints its own arbitrator and gives notice that it has done so within the 14 days specified. If the other party does not appoint its own arbitrator and give notice that it has done so within the 14 days specified, the party referring a dispute to arbitration may, without the requirement of any further prior notice to the other party, appoint its arbitrator as sole arbitrator and shall advise the other party accordingly. The award of a sole arbitrator shall be binding on both parties as if he had been appointed by agreement.	779 780 781 782 783 784 785 786 787 788 789 790 791 792 793 794 795 796 797 798 799
40.	<b>Carriage of Unlawful Substances or Merchandise</b> (a) The Owners warrant that they will exercise due diligence in preventing unmanifested narcotic drugs, similar substances or unlawful merchandise to be loaded or concealed on board the Vessel. (b) Non-compliance with the provisions of sub-clause (a) above shall amount to breach of warranty for the consequences of which the Owners shall be liable for all time lost and all expenses incurred and shall keep the Charterers indemnified against all claims whatsoever which may arise and be made against them as a consequence thereof. (c) The Owners shall also be liable for all time lost and all expenses	742 743 744 745 746 747 748 749 750 751		

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Nothing herein shall prevent the parties agreeing in writing to vary these	800
provisions to provide for the appointment of a sole arbitrator.	801
In cases where neither the claim nor any counterclaim exceeds the sum of	802
USD50,000 (or such other sum as the parties may agree) the arbitration	803
shall be conducted in accordance with the LMAA small claims procedure	804
current at the time when the arbitration proceedings are commenced.	805