



Grain Trade Australia Voyage Charter - AusGrain 2015

GTA Voyage Charter - AusGrain 2015
Part I

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)

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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.

1.	Introduction	1	provided the Charterers make available the Cargo specified	65
	The Owners (in Box 3) of the Vessel (in Box 5), of the	2	in Box 12 including tolerance at the Owners' option as	66
	GT/NT indicated in Box 6 and with the number of tonnes of	3	specified in Box 12.	67
	deadweight capacity all told on summer loadline stated in	4		
	Box 7, now in position as stated in Box 8 and the	5	9. Nomination	68
	Charterers (Box 4) agree that:	6	9.1 If proceeding in ballast the Owners shall apply to the	69
	As soon as her prior commitments have been completed	7	Charterers for loading port orders 96 hours before	70
	the said Vessel being in every way fitted for the voyage will,	8	arriving in the loading area in Box 10 and orders for	71
	as directed by the Charterers, proceed with all convenient	9	loading port shall be given by the Charterers within 48	72
	speed to the loading range, ports(s) or place(s) stated in	10	hours of receipt of the Owners' application.	73
	Box 10 (from the range of ports listed in clause 3) or so	11	9.2 The Charterers to give notice as stated in Box 14	74
	near thereto as she may safely get and lie always afloat,	12	narrowing the Shipment Period in Box 9 to a Final	75
	and there load a cargo of grain in bulk as stated in Box 12	13	Laycan of at least the number of days specified in	76
	(grades to be naturally separated to fit the Vessel's holds, if	14	Box 14 (all within the Shipment Period in Box 9). The	77
	more than one grade) which the Charterers bind	15	Final Laycan will only be varied by written consent of	78
	themselves to ship, and being so loaded, the Vessel shall	16	both the Owners and the Charterers.	79
	proceed with all convenient speed to the discharging port(s)	17	9.3 Where Box 5 is completed "TBN" or equivalent, the	80
	or place(s) stated in Box 11 as ordered on completion of	18	Owners shall nominate a Vessel as required in Box	81
	loading, or so near thereto as she may safely get and lie	19	14 before the first day of the Shipment Period in Box	82
	always afloat, and having been paid freight at the rate	20	9, such notice to be given to the Shippers and the	83
	specified in Box 15 there deliver the cargo.	21	Charterers within the Charterers' normal office hours	84
			(Monday to Friday 0900hrs to 1700 hours local time,	85
2.	Shippers	22	holidays excluded). Any nomination received outside	86
	In this Charterparty Shippers means the party named in	23	these hours will be deemed to be received at 0900 on	87
	Box 13.	24	the next working day.	88
3.	Loading Port Range	25	9.4 The Charterers may within 24 hours of receipt accept	89
	Fremantle, Geraldton, Albany, Esperance (in Western	26	or reject any nomination that includes the words "or	90
	Australia), Port Giles, Wallaroo, Port Lincoln, Port Adelaide,	27	substitute" or "to be nominated" or words of similar	91
	Thevenard (in South Australia), Geelong, Portland,	28	intent.	92
	Melbourne (in Victoria), Port Kembla, Newcastle (in New	29		
	South Wales), Brisbane, Gladstone, Mackay (in	30	9.5 Any rejection by the Charterers of the Owners'	93
	Queensland).	31	nomination shall not affect the Owners' obligation to	94
			comply with this Charterparty. The Owners shall re-	95
			nominate promptly, such re-nominated vessel being	96
4.	Shifting of Vessel	32	in all respects fitted and suitable to perform the	97
	The Charterers have the option of ordering the Vessel to	33	voyage, to arrive, ready in all respects to load the	98
	shift loading berths at the Owners' expense on one	34	cargo and perform this voyage as per the terms and	99
	occasion at each loading port. All time used for shifting	35	conditions of this Charterparty before the last day of	100
	between first and any subsequent loading berths counts as	36	the Final Laycan.	101
	laytime or demurrage, if on demurrage. If the Vessel is	37		
	ordered to shift by any port authority all costs of and in	38	10. Substitution	102
	connection with such orders must be paid by the Owners	39	10.1 Without affecting the Owners' obligations or the	103
	and all time used is not to count as laytime or time on	40	Charterers' rights under this Charterparty the Owners	104
	demurrage, even if on demurrage.	41	may nominate a substitute vessel if:	105
			(a) the proposed substitute vessel arrives ready in all	106
5.	Capacity and tolerance	42	respects to load the cargo and perform this voyage as	107
	The Owners warrant that the Vessel is able to load the	43	per the terms and conditions of this Charterparty	108
	Cargo with a tolerance stated in Box 12 more or less at the	44	before the last day of the Final Laycan of the original	109
	Owners' option.	45	vessel and otherwise complies with the requirements	110
			and procedures contained in clause 20, subject	111
6.	Cargo Responsibility	46	always to the Charterers' rights set out in that clause;	112
6.1	The Charterers shall at their expense procure the	47	and	113
	delivery of Cargo from the silo at the loading port, into	48	(b) the proposed substitute vessel has been	114
	the Vessel's holds, loaded, stowed and spout	49	nominated to Shippers and the Charterers at least	115
	trimmed.	50	twelve (12) clear days before commencement of the	116
6.2	Loading and discharging of Cargo (including covering	51	laycan period; and	117
	and uncovering of hatches) will at all times be under	52	(c) the Charterers' agreement in writing has been	118
	the direction and supervision of the Master and the	53	given to such substitution, such agreement not to be	119
	Owners.	54	unreasonably withheld.	120
			The Owners warrant that any substitute vessel	121
7.	Freight	55	nominated under clause 10.1 will comply in all	122
	Freight is payable at the rate in Box 15 per tonne of 1,000	56	respects with the requirements of this Charterparty.	123
	kilos according to Bill of Lading weight (refer to clause 22)	57	10.2 The Charterers have 24 hours from receipt of	124
	in accordance with the particulars in Box 16.	58	Owners' nomination in which to reject any proposed	125
		59	substitute vessel that does not meet the requirements	126
			of this Charterparty.	127
8.	Deadfreight	60		
	Bill of Lading weight is to be determined by silo weight	61	11. The Owners' Obligations	128
	figures, which are to be final and binding for the purposes of	62	11.1 The Owners shall at all times:-	129
	clauses 7 and 22. No deadfreight is ever payable in	63		130
	respect of any voyage performed under this Charterparty	64	(a) ascertain the applicable physical and operational	131

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	requirements for loading and discharging port(s); and	132			
	(b) procure that the Vessel complies at all times with such requirements.	133			
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:-	135			
	(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	136			
	(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.	137			
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.	138			
11.4	This clause does not affect and is not affected by clause 24.	139			
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12.	Notices	155			
12.1	Notices and any other communications from the Owners to the Charterers or to the Shippers must be by email or fax.	156			
12.2	At loading, any NOR must also be sent to the Shippers' agent at the relevant loading port by email or fax.	157			
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.	158			
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13.	Notices by Master	165			
13.1	Loading Port(s)	166			
	The Master must notify the Shippers and the Charterers as follows:	167			
	(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.	168			
	(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	169			
	(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.	170			
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13.2	Discharging Port(s)	182			
	The Master must notify the Charterers and the Receivers (or their nominated agents) as follows:	183			
	(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.	184			
	(b) Once in every twenty four (24) hours thereafter updating the estimated time of arrival at discharging port(s).	185			
	(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.	186			
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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			
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			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
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15.	Survey at Loading Port	204			
15.1	Before loading is commenced, and at each loading port, the Vessel must pass the customary survey of:-	205			
	(a) Any relevant Australian government quarantine and inspection agency authorised officer/surveyor; and	206			
	(b) an independent Marine Surveyor appointed by the Charterers and acceptable to the Owners (acting reasonably)	207			
	provided that such survey(s) shall not be required at any second or subsequent loading port unless government agency so directs.	208			
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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			
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16.	Vessel Requirements	228			
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			
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16.2	The Owners warrant that the Vessel is, when nominated, and will remain at all times throughout the performance of this Charterparty:-	234			
	(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;	235			
	(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;	236			
	(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;	237			
	(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;	238			
	(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;	239			
	(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;	240			
	(g) well maintained in all accommodation, equipment, fixtures and fittings;	241			
	(h) of such draft, aircraft and other dimensions as represented by the Owners to the Charterers;	242			
	(i) capable of loading cargo in all holds or alternate	243			
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holds as required;	269	19.6 This is a berth-charter. If the loading berth is occupied	336
(j) fully compliant with the Codes of the International	270	when the Vessel arrives at or off the first or only	337
Maritime Organisation in force from time to time	271	loading port (or so near as the Vessel is permitted to	338
including without limitation ISTCW (International	272	approach), the Master will be entitled to give NOR	339
Convention on Standards of Training, Certification	273	upon arrival at the port. Laytime will count as if the	340
and Watchkeeping), ISM (International Safety	274	Vessel was in berth. Time spent moving from the	341
Management) and ISPS (in accordance with clause	275	waiting place to the loading berth is not to count as	342
41); and	276	laytime or demurrage, even if on demurrage.	343
(k) compliant with any other requirements specified	277	19.7 A NOR is invalid and time does not start to count if	344
by the Charterers on fixing the Vessel	278	the Vessel was not, at the time NOR is given, in fact	345
16.3 At the time of nomination the Owners to provide the	279	ready in all respects. To avoid doubt, the Vessel will	346
Charterers with a completed Vessel Questionnaire (if	280	not be ready if the result of any survey or inspection	347
requested by the Charterers) signed by the Master,	281	under clause 15.1 is that the Vessel is not ready and	348
the accuracy of which the Owners warrant.	282	available for immediate loading.	349
16.4 If the Vessel is found not to comply with any of the	283	19.8 If an invalid NOR is given, a fresh valid NOR must be	350
warranties contained in clause 16.2 or 16.3 the	284	given by the Master when the Vessel is in fact ready	351
Charterers may at their sole discretion reject or	285	in all respects and laytime only begins to count upon	352
conditionally accept the Vessel.	286	receipt of such fresh valid NOR. To avoid doubt, any	353
An acceptance under this clause 16.4:-	287	time incurred by the Vessel prior to receipt of a fresh	354
(a) must be in writing;	288	valid NOR (including time at anchorage) will not count	355
(b) does not in any event relieve the Owners or the	289	as laytime or time on demurrage.	356
Charterers of any obligation under this Charterparty.	290	19.9 At the second or subsequent loading port (if any) the	357
A rejection under clause 16.4 must be in writing and	291	time for loading is to count:-	358
any such rejection is always without prejudice to the	292	(a) if NOR is, pursuant to clause 19.5, required at	359
Charterers' rights.	293	that port, from receipt of a valid NOR; or in all other	360
16.5 No act, conduct, statement or omission of the	294	cases	361
Charterers prejudices any right or remedy available to	295	(b) from 1200 hours on the day of arrival at the port	362
the Charterers under clause 16.	296	(or so near as the Vessel is permitted to approach) if	363
17. Stevedores	297	the Vessel arrives before 1200 hours, and from 0900	364
17.1 The Charterers must appoint and pay the stevedores	298	hours on the following day if the Vessel arrives at or	365
at the loading port(s). The Receivers must appoint	299	after 1200 hours	366
and pay the stevedores at the discharging port(s).	300	unless loading is commenced earlier, in which case	367
17.2 Stevedore damage if any, whether at any loading or	301	the time is to count from the commencement of	368
discharging port(s), must be settled directly between	302	loading.	369
the Owners and stevedores, but the Charterers will	303	19.10 In the case of a second or subsequent loading port (if	370
provide all reasonable assistance to the Owners in	304	any), time changing ports is not to count as laytime or	371
relation to any such claim.	305	demurrage, even if on demurrage. In this clause	372
18. Agents	306	19.10 "time changing ports" means time from the	373
18.1 At the loading port(s) the agents for the Vessel will be	307	completion of loading at a port, time sailing from that	374
appointed by the party in Box 20.	308	port to the next loading port, and until laytime starts to	375
18.2 At the discharging port(s) the agents for the Vessel	309	count again under clause 19.9.	376
will be appointed by the party in Box 21.	310	19.11 The Shippers may send the Cargo alongside	377
19. Loading	311	continuously (Saturdays, Sundays and holidays	378
19.1 The Cargo is to be loaded at the rate specified in Box	312	included) and if the Shippers so direct the Owners	379
18, or if no rate specified 7,000mt per day, based on	313	must procure that the Vessel loads continuously	380
the quantity specified in Box 12, provided that the	314	(Saturdays, Sundays and holidays included).	381
Vessel can receive at the appropriate pro rata rate.	315	19.12 All overtime costs incurred through working outside	382
19.2 Laytime is to be calculated in weather working days	316	customary port working hours must be paid by the	383
of 24 consecutive hours Saturdays, Sundays and	317	party ordering that working, except officers' and/or	384
holidays excluded even if used.	318	crew's overtime which are always for the Owners'	385
19.3 When the Vessel is ready in all respects to load at	319	account.	386
any berth ordered by the Charterers, the Master must	320	20. Commencement of Loading and Celling Dates	387
tender written notice of readiness (NOR) to the	321	(Laycan)	388
Shippers and Charterers between Monday to Friday,	322	20.1 The time for loading shall not commence before the	389
except holidays at the loading port, between 0900	323	first day of the Shipment Period in Box 9 and if the	390
hours and 1700 hours local time.	324	Vessel is not ready to load at all hatches at first	391
19.4 At the first loading port the laytime starts to count 24-	325	loading berth by 2400 hours on the last day of the	392
hours after the Charterers have received valid NOR	326	Final Laycan the Charterers shall have the option of	393
unless loading commences earlier in which case time	327	cancelling this charter, which shall be declared upon	394
spent loading to count.	328	NOR being given.	395
19.5 NOR is only to be given at the first loading port or	329	20.2 Cancellation of this Charterparty under clause 20.1	396
place except when any survey under clause 15.1 has	330	shall be entirely without prejudice to the Charterers'	397
been directed at a second or subsequent loading	331	rights. No act, conduct, statement or omission of the	398
port, in which case NOR must also be given at that	332	Charterers affects the Charterers' right of cancellation	399
second or subsequent loading port and clause 19.3	333	under this Charterparty.	400
applies.	334	20.3 The Owners and Charterers may agree but are not	401
	335	obliged to begin loading earlier than first the day of	402
		the Shipment Period specified in Box 9.	403

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21.	Demurrage and Despatch (Loading)	404			
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			
	(a) receipt of the Owners' statement in accordance with clause 21.1; and	415 416			
	(b) the Owners and the Charterers reaching agreement on the calculation.	417 418			
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			
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			
22.2	All such Bills of Lading shall be for Cargo weights as determined by silo weight figures and must be clausured 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			
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			
23.	Time for Discharging	451			
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			
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			
	there. If so, laytime counts as if the Vessel was in berth. Time spent moving from the waiting place to the discharging berth is not to count as laytime or demurrage even if on demurrage.	473 474 475 476			
23.3	NOR is invalid if the Vessel is not in fact ready in all respects at the time NOR is tendered. 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 does not begin to count until 24 hours after a fresh valid NOR has been received. Any further NOR must comply with the procedures set out in clause 23.1.	477 478 479 480 481 482 483 484			
23.4	The Charterers have the option (despite clause 24.1) to accept NOR under this clause 23 on a day that is not a working day and/or outside ordinary office hours local time.	485 486 487 488			
24.	Demurrage/Despatch (Discharging)	489			
24.1	If the Vessel is not discharged at the rate stipulated in clause 24, demurrage is payable at the rate specified in Box 22 per running day and pro rata for any part of a day. The Owners must provide their signed statement of facts and laytime calculation within 5 business days of the completion of discharge.	490 491 492 493 494 495			
24.2	Subject to the laytime allowed in this Charterparty, to the relevant laytime exceptions in this Charterparty (including the express circumstances in which demurrage is not to accrue) and to the Charterers' rights under this Charterparty or at law, after acceptance of the Owners' NOR, the demurrage rate will apply to any time spent waiting at the discharging port(s) unless the circumstances of the delay lawfully permit the Owners to treat the Charterers as having repudiated this Charterparty and the Owners have validly served written notice on the Charterers to that effect. Otherwise the payment of demurrage is the Owners' sole remedy for such delay.	496 497 498 499 500 501 502 503 504 505 506 507 508 509			
24.3	For all laytime saved at discharging port(s), despatch is due and must be paid by the Owners at the rate of one- half of the rate of demurrage in Box 22.	510 511 512			
24.4	Any despatch at discharging port(s) must be calculated on the basis of a weather working day of 24 consecutive hours but any time lost on a working day due to weather conditions is not to count unless work is actually stopped or prevented.	513 514 515 516 517			
24.5	Any demurrage or despatch at discharging port(s) must be paid within thirty (30) business days of the completion of discharge. If any despatch due is not paid in full, the Charterers have the right to deduct the unpaid amount of despatch from the freight due to the Owners.	518 519 520 521 522 523			
24.6	Laytime at loading and discharging ports is non-reversible.	524 525			
25.	Lighterage at Discharging Port	526			
	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.	527 528 529 530			
26.	Multiple Charters	531			
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.	532 533 534 535			
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	536 537 538 539 540			

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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
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	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
27. Supervising Cargo 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.	548 549 550 551 552 553	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.	653 654 655 656 657 658 659 660 661 662 663 664 665 666 667 668 669
28. Strikes and Civil Blockades 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. 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.	554 555 556 557 558 559 560 561 562 563 564 565 566 567 568 569 570 571 572 573	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. (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	670 671 672 673 674 675 676 677 678
29. Liberties The Vessel has liberty to assist vessels in distress as part of the contract voyage.	574 575 576		
30. War Risks Clauses (VOYWAR 2004) 30.1 For the purpose of this clause, the words: (a) "Owners" shall include the shipowners, bareboat charterers, disponent owners, managers or other operators who are charged with the management of the Vessel; (b) "War Risks" shall include any actual, threatened or reported: 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. 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	577 578 579 580 581 582 583 584 585 586 587 588 589 590 591 592 593 594 595 596 597 598 599 600 601 602 603 604 605 606 607		

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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		
30.6 The Vessel shall have liberty:	695		
(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		
(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;	706 707 708 709		
(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;	710 711 712 713 714 715 716 717		
(d) to discharge at any other port any cargo or part thereof which may render the Vessel liable to confiscation as a contraband carrier;	718 719 720		
(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;	721 722 723 724 725		
(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;	726 727 728 729 730 731		
(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.	732 733 734 735 736		
31. BIMCO Piracy Clause	737		
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	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		
31.2 In any event, if the Vessel proceeds to or through an Area exposed to the risk of Piracy the Owners shall have the liberty:	756 757 758		
(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		
(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;	765 766 767 768		
(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	769 770 771 772 773 774 775 776		
(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.	777 778 779 780 781 782 783 784		
31.3 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		
31.4 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		
32. Cesser Clause	801		
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.	802 803 804 805 806 807 808 809 810		
33. Bunkering	811		
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	812 813 814 815 816 817		

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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.	818 819 820 821 822 823 824	indemnified under this Charterparty and provided that the facts and matters giving rise to the contravention would not constitute a defence under Article 3 Section 2 of the International Convention on Civil Liability for Oil Pollution Damage 1969 if the Vessel were a ship carrying oil in bulk as cargo. The Owners warrant that the Vessel is entered in a Protection and Indemnity Association with cover for liabilities arising under clause 36. The Charterers are never liable for demurrage due to any delay or loss of time to the Vessel at the loading and/or discharging ports arising in connection with any such act or omission even if on demurrage; any time lost as a result of any such act or omission never counts as laytime. Nothing in this clause 36 prejudices or deprives the Owners of their rights of limitation or exclusion of liability under any applicable law. The Charterers hold the benefit of this clause 36 on behalf of themselves, the Shippers, the Receivers and their agents.	883 884 885 886 887 888 889 890 891 892 893 894 895 896 897 898 899 900 901
34. General Average and the New Jason Clause 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:	825 826 827 828 829 830 831		
"NEW JASON" CLAUSE 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. 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.	832 833 834 835 836 837 838 839 840 841 842 843 844 845 846 847 848 849 850 851		
35. Both to Blame Collision Clause 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:	852 853 854 855 856		
"BOTH TO BLAME COLLISION CLAUSE" 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. 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.	857 858 859 860 861 862 863 864 865 866 867 868 869 870 871 872 873 874		
36. Oil Pollution Clause 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	875 876 877 878 879 880 881 882		
		37. Brokerage Brokerage at the rate in Box 24 is due upon shipment of Cargo.	902 903 904
		38. ITF Clause 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).	905 906 907 908 909 910 911 912 913 914 915 916 917 918 919 920 921
		39. Reletting, Subletting, Subcontracting and Assigning 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. 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. 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.	922 923 924 925 926 927 928 929 930 931 932 933 934 935 936 937 938 939 940 941 942 943 944 945
		40. Port Charges, Dues and Taxes 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	946 947 948 949

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against the Cargo are payable by the Charterers at the loading port and by the Receivers at the discharging port.	950 951 952	41.5 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.	1020 1021 1022
41. BIMCO ISPS/MTSA Clause	953	42. BIMCO/LMAA Arbitration Clause (2009)	1023
41.1	954	42.1 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.	1024 1025 1026 1027 1028 1029 1030
(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).	955 956 957 958 959 960 961 962 963 964 965	42.2 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.	1031 1032 1033 1034
(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).	966 967 968 969 970	42.3 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.	1035 1036 1037 1038 1039 1040 1041 1042 1043 1044 1045 1046 1047 1048 1049 1050 1051
(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.	971 972 973 974 975 976 977 978	42.4 Nothing herein shall prevent the parties agreeing in writing to vary these provisions to provide for the appointment of a sole arbitrator.	1052 1053 1054
41.2	979	42.5 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.	1055 1056 1057 1058 1059 1060
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	980 981 982	42.6 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.	1061 1062 1063 1064 1065 1066 1067 1068
(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.	983 984 985 986 987 988 989	42.7 Where the reference is to three arbitrators the procedure for making appointments shall be in accordance with the procedure for full arbitration stated above.	1069 1070 1071 1072
41.3 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:	990 991 992	42.8 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.	1073 1074 1075 1076
(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.	993 994 995 996 997 998	42.9 In the case of a dispute in respect of which arbitration has been commenced under the above, the following shall apply:	1077 1078 1079
(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.	999 1000 1001 1002 1003 1004 1005	(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.	1080 1081 1082 1083 1084
41.4 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.	1006 1007 1008 1009 1010 1011 1012 1013 1014 1015 1016 1017 1018 1019	(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	1085 1086 1087

Part Two

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the parties shall thereafter agree a mediator within a	1088
further 14 calendar days, failing which on the	1089
application of either party a mediator will be	1090
appointed promptly by the Arbitration Tribunal ("the	1091
Tribunal") or such person as the Tribunal may	1092
designate for that purpose. The mediation shall be	1093
conducted in such place and in accordance with such	1094
procedure and on such terms as the parties may	1095
agree or, in the event of disagreement, as may be set	1096
by the mediator.	1097
(c) If the other party does not agree to mediate, that	1098
fact may be brought to the attention of the Tribunal	1099
and may be taken into account by the Tribunal when	1100
allocating the costs of the arbitration as between the	1101
parties.	1102
(a) The mediation shall not affect the right of either	1103
party to seek such relief or take such steps as it	1104
considers necessary to protect its interest.	1105
(d) Either party may advise the Tribunal that they	1106
have agreed to mediation. The arbitration procedure	1107
shall continue during the conduct of the mediation but	1108
the Tribunal may take the mediation timetable into	1109
account when setting the timetable for steps in the	1110
arbitration.	1111
(e) Unless otherwise agreed or specified in the	1112
mediation terms, each party shall bear its own costs	1113
incurred in the mediation and the parties shall share	1114
equally the mediator's costs and expenses.	1115
(f) The mediation process shall be without prejudice	1116
and confidential and no information or documents	1117
disclosed during it shall be revealed to the Tribunal	1118
except to the extent that they are disclosable under	1119
the law and procedure governing the arbitration.	1120
(g) (Note: The parties should be aware that the	1121
mediation process may not necessarily interrupt time	1122
limits.)	1123
42.10 Any rights under the Contracts (Rights of Third	1124
Parties) Act 1999 (UK) or any Statutory modification	1125
or re-enactment thereof for the time being in force are	1126
expressly excluded.	1127

THIS CHARTERPARTY IS EXECUTED

By the parties on the date written on the first page

.....
Signature (Owners)

.....
Signature (Charterers)