

UNIFORM AUSTRALIAN BARLEY CHARTER 1986

Code Name "AUSBAR"

Adopted 3 April, 1986
 Australian Barley Board The
 Grain Pool of W.A.
 New South Wales Barley Marketing Board
 Queensland Barley Marketing Board

Dated at 19

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IT IS THIS DAY MUTUALLY AGREED BETWEEN the Owners
 of the good Steamship/Motorship named the of the measurement of tons gross, and tons
 net register, Vessel's total summer deadweight Metric Tons or thereabouts, flag built
 classed and to be of that class when the vessel sails with her cargo under this Charter now
 AND of Charterers

OWNERS/SHIPPERS

Whenever the word "Owners" appears in this Charterparty, it is understood to mean "owners and/or disponent owners and/or Timechartered Owners".
 It is understood by both Owners, and by Charterers, of the Vessel, that throughout this Charterparty the party referred to as "Shippers" shall be the

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LOADING PORT

1. - That the said Vessel, being in every way fitted for the voyage shall, with all convenient speed, after completion of her present voyage and discharge of her outward cargo (if any) proceed as ordered by the Shippers to one or two ports out of **Fremantle, Geraldton, Bunbury, Albany, Esperance, in Western Australia**, or to one or two ports out of **Port Giles, Wallaroo, Port Lincoln, Port Pirie, Port Adelaide, Thevenard, Ardrossan, in South Australia**, or to **Geelong, and/or Portland in Victoria**, or to **Sydney, and/or Newcastle in New South Wales**, or to one or two ports out of **Brisbane, Gladstone, Mackay, in Queensland**, rotation always at Shippers' option and there load according to the custom of the port, always afloat, at such safe dock, pier, wharf or berth as ordered by the Shippers, a cargo of in bulk ex silo from the Shippers or their Agents, which the said Charterers bind themselves to provide, not exceeding what the Vessel can reasonably stow and carry in addition to her tackle, apparel, provisions, fuel and furniture.

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SHIFTING VESSEL

Shippers shall have the option of ordering the Vessel to shift from the loading berth/dock/wharf/pier at Owner's expense on one occasion at each loading port.
 Should the Vessel be ordered to move by the Port Authority all costs arising therefrom shall be for Owners account.

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DESTINATION

2. - Being so loaded, the Vessel shall proceed with all reasonable speed, the route at the Shipowners' option, which shall be declared by the Master on completion of Loading for orders (unless these be given by Shippers upon signing Bills of Lading) to discharge at any safe port or combination of safe ports listed in Discharge Range, or so near thereunto as the Vessel can safely get, always afloat, and there deliver the cargo according to the custom of the Port and in accordance with Clauses 20/21 at any customary berth, dock, wharf or pier as ordered by the Charterers or their Agents, where the Vessel can safely lie, always afloat, having been paid freight at the rate hereinafter mentioned.

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DISCHARGE RANGE

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SAFE TRIM BETWEEN PORTS OF DISCHARGE

If the option of ordering the Vessel to discharge at two ports is not exercised, or if correct particulars of the cargo to be discharged at the first port of discharge are not given to the Master, before loading has commenced, any expense incurred by the Shipowners at the first port of discharge in shifting, discharging and/or reloading any cargo either for the purpose of putting the Vessel into seaworthy trim for the passage to the second port or to enable the cargo for discharge at the first port to be conveniently so discharged shall be paid by the Charterers, and the Charterers shall indemnify the Shipowners against any claims by Bill of Lading holders in respect of such shifting, discharging and/or reloading cargo. In the event of the cargo being a homogeneous cargo (i.e. of the same description, quality and mark) the Master shall discharge the cargo in such manner as to leave the Vessel in seaworthy trim to proceed to the second port of discharge.

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CAPACITY

3. - The Shipowners undertake that the Vessel shall not load more than tons nor less than tons, metric weight (gross). The Master to declare in writing before loading commences approximate quantity of cargo required.

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LOADING AND CANCELLING DATES

4. - Time for loading shall not commence before unless the Shippers begin loading sooner, and if the Vessel

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is not ready to load at all hatches at (first) loading port by 1200 hours of the the Charterers shall have the option of cancelling this Charter, which shall be declared upon notice of readiness being given, unless more time has been lost waiting for orders than mentioned in Clause 8, in which case the cancelling date shall be correspondingly extended. For the purpose of this Clause the preliminary 24 hours' notice of readiness to load, stipulated in Clause 10 shall not be obligatory, and in no case shall the absence or non-readiness of shifting boards, or the absence of a ready loading berth as per clause 10 constitute a reason for cancelling this Charter.

CARGO ALONGSIDE

5. - At the loading port or ports the cargo shall be delivered ex spout from the silo, unstowed and untrimmed, at the risk and expense of the Shippers.

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FREIGHT

6. - Freight shall be payable at the rate of:-

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 all per metric ton of 1,000 kilos Bill of Lading weight.

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If the vessel is chartered on one or two loadport basis, and is ordered by the Shippers to load at one port only then the rate of freight is to be reduced by US\$ per Metric Ton.

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The said freight shall be paid

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INTERNATIONAL TRANSPORTWORKERS' FEDERATION

7. - The Owners of the Vessel guarantee that the minimum terms and conditions of employment of the crew of the Vessel are now or will be prior to presentation of the Vessel for loading and will remain for the period of this Charterparty covered by an International Transportworkers' Federation agreement or a bona fide Trade Union agreement acceptable to the International Transportworkers' Federation. If berthing, loading or discharging of the Vessel is prevented or delayed by or as a consequence of any industrial dispute arising directly or indirectly from the terms and conditions of employment of the crew, any time lost by reason thereof shall not count during the continuance of such prevention or delay and the Owners shall reimburse the Charterers and/or Shippers for any expense whatsoever caused thereby.

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ORDERS FOR LOADING PORT/S

8. - Owners or their local Australian Agents shall keep the Charterers and Shippers closely advised of vessel's movements, including date of sailing from last port prior to contract voyage. The Master shall apply by radio or telegraph to Shippers (telegraphic address) for orders for first or sole loading port giving vessel's position ETA and estimated cargo required when 96 hours off the loading range. Unless given earlier, orders shall be given by Shippers by radio or telegraph within 48 hours of receipt of Master's application.

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Orders for second loading port, if any, shall be given before Vessel completes loading at first port.

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- Orders for a Vessel with cargo for, or discharging in Australia shall be given to the Master or Owners' Agents at the vessel's final discharging port upon the Masters or Owners' Agents giving the Shippers written or telegraphic notice of the vessel's position and expected readiness, such notice to be given at least three days before the vessel's expected departure from final discharging port.

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Failure to radio or telegraph under this Clause, shall not be considered a breach of Charter, but if Shippers are not notified, three days shall be added to the time allowed for loading.

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- If, when the vessel is in Australian waters, the Master does not intend to proceed direct to loading port on receipt of orders, but via another port, for the purpose of bunkering, he shall inform Charterers and Shippers and advise them of vessel's expected date of departure therefrom. If, after orders for loading port are given, the vessel is delayed 48 hours or more after the date notified. The Master shall inform Charterers/Shippers by radio or telegraph of such delay and Shippers shall have the right of ordering vessel by radio or telegraph to a different loading port, provided such orders are given within 24 hours (Saturdays, Sundays, and Holidays excepted) of receipt of Master's notification, such orders shall be acknowledged to the Shippers by radio or telegraph as soon as possible after receipt thereof by the Master.

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SURVEY AT LOADING PORT

9. - At the first or sole loading port (or as otherwise agreed between Owners and Shippers) and before loading is commenced the Vessel shall pass the customary survey of an Australian Federal Department of Transport Marine Surveyor, a recognised Marine Surveyor approved by the Shippers, and of an Australian Department of Primary Industry Inspector pursuant to the Export (Grain) Regulations.

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In the event that Vessel loads in another State/s and is required by Shippers to re-pass inspections at the loading Port/s defined in this Charter Party any time lost in securing the required certificate shall not count as laytime unless Vessel is already on demurrage.

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LOADING

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(A) - (NOTICE OF READINESS)

At the first loading port the time for loading shall count (unless loading is sooner commenced) from 24 hours after Shippers or their agents have received the Master's written or telegraphic notice between 0900 hours and 1700 hours on ordinary working days (Saturdays, Sundays and Holidays excepted) that the Vessel has passed survey in accordance with Clause 9 and is ready to load in the berth ordered by Shippers whether in berth or not. Such orders shall be given to the Vessel by Shippers upon notice being given of the Vessel's arrival in port.

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Notice shall be given at the first port or place of loading only.

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At the second or subsequent loading port (if any) the time for loading shall count (Saturdays, Sundays, and Holidays excepted) from 1200 hours on the day of arrival at the port if the Vessel arrives before 1200 hours, and from 0900 hours on the following working day, if the Vessel arrives after 1200 hours, unless loading is commenced earlier, in which case the time shall count from commencement of loading.

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Time occupied in changing loading ports shall not count as loading time.

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The cargo shall be loaded at the rate of Metric Tons for cargo in bulk ex silo per weather working day of 24 consecutive hours (Saturdays, Sundays and Holidays excepted) provided the Vessel can receive at this rate. Any time lost on a working day owing to weather conditions shall not count provided work is actually stopped or prevented thereby.

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(B) - WAITING FOR BERTH

If the Vessel is prevented from entering the loading port(s) because the first or sole loading berth or a lay berth or anchorage is not available, or on the order of the Shippers or any competent official body or authority or as agreed between Owner and Shippers and the Master warrants that the Vessel is physically ready in all respects to load, the time spent waiting at a usual waiting place outside the commercial limits of the port or off the port shall count against laytime.

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Such laytime shall count from Vessel's arrival at such usual waiting place (subject to Masters written or telegraphic notice of arrival being given to Shippers) and will continue to run as per Clause 10 until any of the aforesaid conditions cease to be operative and Vessel is so notified by Shippers or their Agents or any competent authority.

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If after entering the commercial limits of the loading port, Vessel fails to pass inspections as per Clause 9 and requires more than four hours Saturdays, Sundays and Holidays included to pass such inspections from the times of initial failure to pass, the time spent waiting outside the commercial limits of the port as per lines 91, 92 93, shall not count and the provisions of lines 101,102 are not to apply, but, if said Vessel passes inspections within the said four hours, any delay in commencing loading directly attributable to its failure to pass initial inspections shall not count as laytime or time on demurrage.

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Time so used is to be added to laytime (or time on demurrage) used for loading the entire cargo.

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Once the Vessel has reached a place within the commercial limits of the port, notice of readiness is to be tendered and laytime is to begin to count in accordance with the provisions of lines 76-79.

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At first or sole loading port the cancelling date shall be extended by the number of running days Saturdays, Sundays and Holidays included rounded to the nearest day spent waiting outside the commercial limits of the port for berth (in accordance with the provisions of lines 88 - 89).

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In the event that the Vessel is waiting for loading berth, no laytime is to be deducted during such period for reasons of weather unless the Vessel occupying the loading berth in question is actually prevented from working grain due to weather conditions in which case time so lost is not to count unless the Vessel is on demurrage.

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Time occupied in moving from place of waiting to loading berth shall not count as laytime.

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Should the Port Authority at the loading port order that the Vessel be loaded during overtime hours, (including Saturdays, Sundays and Holidays) then additional costs are to be borne 50% by the Owners of the Vessel, and 50% by the Shippers, except officer's and crew's overtime which shall be for Owner's account.

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Owners guarantee Vessel is fully fitted in accordance with Australian Regulations that may be in force during the duration of this Charterparty including hold ladder requirements, and suitable for the carriage of bulk grain and will not require any bagged cargo.

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If separation, other than by Vessel's natural compartments, for bulk cargo are required, the cost of such separations shall be paid by the Charterers.	110
The Shippers or their agents shall have the right of sending the cargo alongside continuously (Saturdays, Sundays and Holidays excepted) and the Vessel shall be bound to proceed with the loading, the Shipowners paying all overtime in connection with the actual taking aboard from alongside and stowage of the cargo, but the Vessel shall not pay overtime for work which in ordinary working hours is performed by the Shippers.	111 112 113
Shipowners undertake not to exceed a maximum deepest draft (i.e. the draft at the deepest point of the vessel) of salt water during loading and/or completion at loading port(s), but in the event of the Master requesting to exceed this draft it is mutually agreed that the Shippers may at their discretion accede to the Master's request, provided it is at the Owners' risk and responsibility and that all other conditions of the Charterparty are not varied in any way, particularly the maximum draft at the discharging port(s) if applicable.	114 115 116 117
DEMURRAGE AND DESPATCH (LOADING)	
11. - Should the Vessel not be loaded at the rate herein stipulated, demurrage shall be paid at the rate of per running day, and pro rata for any part of a day. Such demurrage shall be paid day by day, when and where incurred.	118 119
For all working time saved at port or ports of loading, despatch money shall be paid on completion of loading at the rate of one-half of the above rate of demurrage.	120
Demurrage or Despatch money at loading port to be settled between Owner's Agents and	121
STEVEDORES	
12. - The stevedore at loading port or ports shall be appointed by the Shippers, at a cost not exceeding the then current rate for first class work. The cost of loading and trimming the cargo is for the account of Owners. If any question arises as to the proper cost of stevedoring, it shall be settled amicably between the Shippers and Owners or if necessary by arbitration forthwith.	122 123 124
The stevedore at discharge port or ports to be appointed and employed by The cargo shall be stowed under the supervision and direction of the Master.	125 126
AGENTS	
13. - At the port or ports of loading the Vessel shall be consigned to or their Nominees at a fee of Australian Dollars, payable once only.	127 128
At the port or ports of discharge the Vessel shall be consigned to Owners paying customary fees	129
14. - Owners to make available the necessary funds for estimated Despatch and Disbursements to the local Agents prior to Vessel's arrival at the first loadport. If Owners fail to make payment of these funds, Charterers have the option of withholding estimated Despatch and Disbursement from the Freight Payment due under Clause 6.	130 131 132
Owners are not to endorse or withhold Bills of Lading for any of the above reasons.	133
BILLS OF LADING	
15. - Without prejudice to this Charterparty, the Master shall sign Bills of Lading for the cargo, in the form endorsed on this Charter, freight and all terms, conditions, clauses, and exceptions as per this Charter.	134 135
Owners shall release signed Bills of Lading to Shippers on completion of loading, and, if required by Shippers, at each loading port.	136
STRIKES	
16. - If the cargo cannot be loaded by reason of Riots, Civil Commotions or of a Strike, Workban, or any Lock-out of any class of workmen essential to the berthing of the Vessel or to the loading of the cargo, or by reason of obstructions or stoppages beyond the control of the Shippers caused by Riots, Civil Commotions or a Strike, Workban, or any Lock-out on the Railways or Road Transport or in the Docks or other places, or if the cargo cannot be discharged by reason of Riots, Civil Commotions, of a Strike, Workban, or any Lock-out of any class of workmen essential to the discharge, the time for loading or discharging, as the case may be, shall not count during the continuance of such causes unless Vessel is already on demurrage, provided that a Strike, Workban, or any Lock-out of the Receivers' men shall not prevent demurrage accruing if by the use of reasonable diligence they could have obtained other suitable labour. In the case of any delay by reason of the before mentioned causes, or as a consequence thereof no claim for damages or demurrage shall be made by the Shippers or the Charterers or Receivers of the cargo or Owners of the Vessel. For the purpose of settling despatch money accounts, any time lost by the Vessel through any of the above causes shall be counted as time used in loading, or discharging as the case may be.	137 138 139 140 141 142 143 144 145
ORDERS FOR DISCHARGE	
17. - Master to apply to for orders for the first or sole discharging port, by radio and orders are to be given,	146
by radio, within hours of receipt of Master's application, unless given earlier.	147
When applying for discharging port orders, Master to give his actual position and average speed in fair weather. On receipt of discharging port orders, Master to radio his ETA at first or sole discharging port, and is to keep them advised of any subsequent alterations of his ETA.	148 149
Orders for discharge at a second port, if any, unless given earlier, shall be given within of arrival at the first port of discharge, or upon completion of discharge, whichever is the earlier. For any detention waiting for orders, the Charterers shall pay to the Vessel demurrage at the rate mentioned in Clause 23.	150 151
If the Vessel discharges at more than one port the discharging ports shall be in geographical (mileage) rotation from the port where the first discharging port orders are given.	152 153
SHIFTING BERTHS (DISCHARGE)	
18. - Charterers have the option of ordering the Vessel to discharge at a second wharf or berth at discharging port, if required, cost of shifting including bunker fuel used, to be for account and time occupied in shifting to count as laytime.	154 155
ADDITIONAL DISCHARGING PORT OPTIONS	
19. - The Shipowners shall not give any additional discharging options under this Charter without the consent in writing of the Charterers or their Agents, and no cargo other than that provided by Charterers shall be carried without Charterers' written consent, unless the Vessel is sub-let.	156 157
TIME FOR DISCHARGING	
20. - Time for discharging shall commence twenty-four hours after Notice of Readiness has been given during ordinary office hours, whether in berth or not at the first or sole port of discharge and from next working period after arrival at the second port, if any, or so near thereunto as she may be permitted to approach. Time occupied in moving from place of waiting to discharging berth not to count as laytime. If after berthing the Vessel is found not to be ready in all respects to discharge, the actual time lost from the discovery thereof until she is in fact ready to discharge shall not count as laytime. Excepted time as per Clause 21 not to count unless the vessel is on demurrage.	158 159 160 161 162

DISCHARGING RATE		
21. - Cargo is to be discharged free of expense to the Vessel at the average rate of four consecutive hours providing Vessel can deliver at this rate.	metric tons of 1000 kilos per weather working day of twenty- four consecutive hours	163 164 165
LIGHTERAGE		
22. - Should the Vessel be ordered to discharge at a place to which there is not sufficient water for her to get the first tide after arrival without lightening, and lie always afloat, discharging time shall count from 48 hours after her arrival at a safe anchorage for similar vessels bound for such place, and lighterage incurred to enable the Vessel to reach the place of discharge shall be at the risk and expense of the Receivers of the cargo, any custom of the port or place to the contrary notwithstanding, but time occupied in proceeding from the anchorage to the place of discharge shall not count.		166 167 168 169
This clause and the words 'or so near thereunto as vessel can safely get' in Clause 2 and 'or so near thereunto as she may be permitted to approach' in Clause 20, shall not apply to named ports in this Charter.		170 171
DEMURRAGE AND DESPATCH (DISCHARGE)		
23. - Should the Vessel not be discharged at the rate herein stipulated, demurrage shall be paid at the rate of per running day and pro rata for any part of a day. For all working time saved despatch money shall be paid at the rate of one-half of the above rate of demurrage. Despatch money, if any, at discharging port or ports shall be calculated on the basis of a weather working day of 24 consecutive hours, but any time lost on a working day owing to weather conditions shall not count provided work is actually stopped or prevented thereby.		172 173 174 175
Demurrage or despatch, if any, at discharging port or ports shall be paid when and where incurred, and the cargo shall be treated as a whole and settlement to be made on completion of discharge.		176 177
Laytime at ports of loading and discharging to be non-reversible.		178
GEAR CLAUSE		
24. - If required by Charterers/Shippers/Receivers at any time, the Master is to give free use of the ship's cranes, derricks, winches and gear, also power to drive same, runners, ropes and slings as on board and crane drivers/winchmen from the crew. If shore regulations do not permit the crew to work cranes or winches then shore labour to be employed for the account of party ordering same. Any time lost by reason of breakdown of cranes, winches, derricks, power, lights or other required ships equipment to be deducted from laytime pro rata to number of hatches affected. Any extra discharging expenses incurred owing to such breakdown or breakdowns to be for ships account.		179 180 181 182 183
OPENING HATCHES ETC (DISCHARGING)		
25. - At the discharging port or ports, the ship is to open hatches and close hatches at ship's time, risk and expense.		184
OVERTIME (DISCHARGING)		
26. - Overtime at the discharging port or ports to be for account of party ordering it. If overtime is ordered by Port Controller or Elevator Authority, same to be for Receivers' account. Officers' and crew's overtime, however, always to be for ship's account.		185 186
SUPERVISING CARGO		
27. - The Charterers/Shippers/Receivers or their Agents shall have the right of being on board the Vessel whilst at loading port and/or discharging port for the purpose of inspecting the cargo, checking the weights, and supervising their interests.		187 188
BUNKERING		
28. - Before loading the vessel shall have the right of proceeding to and bunkering at any usual bunkering port in Australia and/or of bunkering at the loading port. After loading the Vessel shall have liberty as part of the contract voyage to bunker at the loading port and/or proceed to any port or ports at which bunker oil is available for the purposes of bunkering at any stage of the voyage whatsoever and whether such ports are on or off the direct and/or customary route or routes between any of the ports of loading or discharge named in this Charter and may there take oil bunkers in any quantity in the discretion of Owners even to the full capacity of fuel tanks and deep tanks and any other compartment in which oil can be carried whether such amount is or is not required for the chartered voyage.		189 190 191 192 193
OIL POLLUTION		
29. - The Owner agrees to indemnify the Charterers, his Agents, or any other party against any liability which may be imposed on them or which they may incur under any Statute regarding liability for pollution of navigable waters by oil, by reason of any contravention of such statute by the ship, the Master or any servant or agent of the Owners provided that such contravention shall not have been caused or contributed to by the party seeking to be indemnified under this Charter and provided that the facts and matters giving rise to the contravention do not constitute a defence under Article 3 Section 2 of the International Convention on Civil Liability for Oil Pollution Damage 1969. The Owners total aggregate liability in respect of any oil pollution incident shall under no circumstances exceed U.S. Dollars 300,000,000 and the extent of the indemnity under this clause shall be limited to the difference between any cost and expenses incurred directly by the Owners and U.S. Dollars 300,000,000. The Owner warrants that the ship is entered in a P. and I. Association with cover for liabilities arising out of any contravention as aforesaid.		194 195 196 197 198 199
No liability for demurrage shall arise from any delay or loss of time to the Vessel at the port of loading and/or discharge caused by any such contravention nor shall any time lost by any such contravention count when calculating despatch.		200 201
EXCEPTIONS, ETC.		
30. - The provisions of Sections 5 and 8 of the Australian Sea-Carriage of Goods Act 1924, and of Articles III (except Clause 8 thereof) IV, VIII and IX of the Schedule thereto shall apply to this Charterparty and shall be deemed to be inserted in extenso herein. This Charterparty shall be deemed to be a contract for the carriage of goods by sea to which the said Sections and the said Articles apply, and no regard shall be had to Article I of the said Schedule. Nothing in this clause shall be deemed to prejudice or limit Clauses, 6,16,19, 28, 33, (nos. 1 and 2), 34, 36, 37, 38.		204 205 206 207
LIBERTIES		
31. - The Vessel shall also have liberty to sail without pilots, to call at any port or ports on the way for fuel, supplies, or any reasonable purpose, to tow and be towed, and to assist vessels in distress, all as part of the contract voyage.		208 209
WAR (PROHIBITION OF EXPORT)		
32. - If the nation under whose flag the Vessel sails shall be at war whereby the free navigation of the Vessel is endangered, or in case of blockade of, or prohibition of export from the loading port, this Charter shall be null and void at the last outward port of delivery or at any subsequent period when the difficulty may arise, previous to cargo being shipped.		210 211 212
WAR RISK CLAUSE		
33. - (1) No Bills of Lading to be signed for any blockaded port and if the port of discharge be declared blockaded after Bills of Lading have been signed, or if the port to which the ship has been ordered to discharge either on signing Bills of Lading or thereafter be one to which the ship is or shall be prohibited from going by the Government of the Nation under whose flag the ship sails or by any other Government, the Owner shall discharge the cargo at any other port covered by this Charterparty as ordered by the Charterers (provided such other port is not a blockaded or prohibited port as above mentioned) and shall be entitled to freight as if the		213 214 215 216

ship had discharged at the port or ports of discharge to which she was originally ordered.	217
(2) The ship shall have liberty to comply with any orders or directions as to departure, arrival, routes, ports of call, stoppages, destination, delivery or otherwise howsoever given by the Government of the Nation under whose flag the Vessel sails or any department thereof, or by any other Government or any Department thereof, or any person acting or purporting to act with the authority of such Government or of any department thereof, or by any Committee or person having, under the terms of the War Risks Insurance on the ship, the right to give such orders or directions and if by reason of an in compliance with any such orders or directions any thing is done or is not done, the same shall not be deemed a deviation, and delivery in accordance with such orders or directions shall be a fulfilment of the contract voyage and the freight shall be payable accordingly.	218 219 220 221 222 223
SUB-LETTING	
34. - The Charterers shall have the right of sub-letting the whole or part of the Vessel, but shall remain responsible for the due fulfilment of this Charterparty.	224
CESSER CLAUSE	
35. - The Charterers' liability under this Charter shall cease, except as regards Clause 2 (viz. safe trim between ports of discharge, etc.) 6 (viz. payment of freight deadfreight and demurrage in), when the cargo is shipped (provided it is worth the freight, deadfreight and demurrage, upon arrival at port of discharge), the Shipowners or their Agent having an absolute lien on the cargo for freight, deadfreight, demurrage, damages for detention at port or ports of discharge.	225 226 227 228
GENERAL AVERAGE AND NEW JASON CLAUSE	
36. - General average, if any, shall be adjusted and settled according to the York-Antwerp Rules, 1974, in London, but where the adjustment is made in accordance with the law and practice of the United States of America, the following clause shall apply:-	229 230
NEW JASON CLAUSE	
In the event of accident, danger, damage or disaster before or after the commencement of the voyage, resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequence of which, 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.	231 232 233 234
If a salvaging ship is owned or operated by the carrier, salvage shall be paid for as fully as if the said salvaging 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.	235 236 237
BOTH TO BLAME COLLISION CLAUSE	
37. - 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 shall apply:-	238 239
BOTH TO BLAME 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 of liability to the other or non-carrying 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 the 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.	240 241 242 243 244
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.	245 246
COMMISSION	
38. - percent commission upon the freight and deadfreight (if any) and demurrage (if any) is due by the Shipowner to the Charterers, on the completion of loading (at the last loading port, if more than one) and shall be deducted from the freight payable under this Charter. The commission shall be paid upon the estimated gross freight, any difference being adjusted with the Charterers when the actual freight and dead freight (if any) and demurrage (if any) are ascertained. If the Vessel is lost on passage between loading ports, then in lieu of the foregoing, percent commission upon the freight on the net Bill of Lading weight of the cargo already shipped shall be paid by the Shipowners to the Charterers on the basis aforesaid.	247 248 249
BROKERAGE	
39. - percent brokerage on freight, deadfreight and demurrage, is due upon shipment of cargo to and may be deducted from payment of freight.	252 253
ARBITRATION	
40. - Any dispute arising under this Charter or any Bill of Lading issued hereunder about events, happening in Australia shall, unless the parties agree forthwith upon a single Arbitrator, be settled by Arbitration at the capital city of the Australian State in which the Vessel loads, each party appointing an Arbitrator and the two Arbitrators in the event of disagreement appointing an Umpire whose decision shall be final and binding upon both parties hereto. For the purpose of enforcing any award this agreement may be made a Rule of Court.	254 255 256 257
Any dispute arising under this Charter, other than provided for in the preceding clause, shall be settled in accordance with the provisions of the Arbitration Act 1950 and 1974 and 1979 and subsequent Acts in London, each party appointing an Arbitrator, and the two Arbitrators in the event of disagreement appointing an Umpire whose decision shall be final and binding upon both parties hereto.	258 259 260
The Arbitrators and Umpire shall be commercial men normally engaged in the Shipping Industry.	261
Any Claim must be made in writing and claimant's Arbitrator appointed within six months of the Vessel's arrival at final port of discharge, otherwise claims shall be deemed to be waived.	262 263
PENALTY	
41. - The penalty for non-performance of this agreement shall be proved damages not exceeding the estimated amount of freight.	264
DUES AND TAXES	
42. - At both loading and discharging port(s) dues and/or taxes on vessel and/or freight including Australian Freight Tax, if any, as well as normal port charges to be for Owners' account. Dues and/or taxes on cargo, if any, to be for Shippers account at loading port(s) and for Receivers' account at discharge.	265 266
INSURANCE	
43. - Extra insurance, if any, on the Vessel and/or cargo on account of the Vessel's age, flag, classification or ownership to be for Owner's account.	267