



GTA Voyage Charter - AusGrain 2013

1. Shipbroker		Grain Trade Australia Voyage Charter 2013 - AusGrain 2013
3. Owners/Place of business (Cl. 1),		2. Place and Date <i>Geneva,</i>
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) <i>a) Length of Final Laycan:</i> <i>b) No. of days' notice of Final Laycan prior to first day of Final Laycan:</i> <i>c) No. of day notice of nomination of carrying Vessel prior to first day of Shipment Period:.....</i>
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. 16.2(d))		18. Laytime (Cl. 19) <i>a) Loading Rate</i> <i>b) Laytime for discharging</i> <i>c) Total laytime for loading and discharging</i>
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. 35)
		24. Brokerage commission and to whom payable (Cl. 38)
25. Additional clauses covering special provisions, if agreed		
Signature (Owners)		Signature (Charterers)

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.

Part One

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

Part Two

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11. The Owners' Obligations	131		
11.1 The Owners shall at all times:-	132		
(a) ascertain the applicable physical and operational requirements for loading and discharging port(s); and	133		
(b) procure that the Vessel complies at all times with such requirements.	134 135 136		
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:-	137 138 139 140 141 142 143 144 145 146 147 148 149 150		
(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	142 143 144 145		
(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.	146 147 148 149 150		
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.	151 152 153 154		
11.4 This clause does not affect and is not affected by clause 24.	155 156		
12. Notices	157		
12.1 Notices and any other communications from the Owners to the Charterers or to the Shippers must be by email or fax.	158 159 160		
12.2 At loading, any NOR must also be sent to the Shippers' agent at the relevant loading port by email or fax.	161 162 163		
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.	164 165 166		
13. Notices by Master	167		
13.1 Loading Port(s)	168		
The Master must notify the Shippers and the Charterers as follows:	169 170		
(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.	171 172 173		
(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 40 to be loaded for other shippers	174 175 176 177 178 179 180		
(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.	181 182 183		
13.2 Discharging Port(s)	184		
The Master must notify the Charterers and the Receivers (or their nominated agents) as follows:	185 186		
(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.	187 188 189		
(b) Once in every twenty four (24) hours thereafter updating the estimated time of arrival at discharging port(s).	190 191 192		
(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.	193 194 195		
14. Orders for Loading Port	196		
14.1 Unless the Charterers have already given orders for a second and/or subsequent loading port (if any), such	197 198		
orders must be given by the Charterers within 24 hours after the commencement of loading at the first loading port.	199 200 201		
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.	202 203 204 205		
15. Survey at Loading Port	206		
15.1 Before loading is commenced, and at each loading port, the Vessel must pass the customary survey of:-	207 208		
(a) Any relevant Australian government quarantine and inspection agency authorised officer/surveyor; and	209 210 211		
(b) an independent Marine Surveyor appointed by the Charterers and acceptable to the Owners (acting reasonably)	212 213 214		
provided that such survey(s) shall not be required at any second or subsequent loading port unless government agency so directs.	215 216 217		
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.	218 219 220 221 222 223 224 225 226 227 228 229		
16. Vessel Requirements	230		
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.	231 232 233 234 235		
16.2 The Owners warrant that the Vessel is, when nominated, and will remain at all times throughout the performance of this Charterparty:-	236 237 238		
(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;	239 240 241		
(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 37) and the Vessel's hull and machinery are fully insured;	243 244 245 246 247		
(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;	248 249 250 251 252 253		
(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;	254 255 256 257		
(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;	259 260 261		
(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;	262 263 264		
(g) well maintained in all accommodation, equipment,	265 266		

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fixtures and fittings;	267		
(h) of such draft, airdraft and other dimensions as represented by the Owners to the Charterers;	268		
(i) capable of loading cargo in all holds or alternate holds as required;	269		
(j) fully compliant with the Codes of the International Maritime Organisation in force from time to time including without limitation ITCW (International Convention on Standards of Training, Certification and Watchkeeping), ISM (International Safety Management) and ISPS (in accordance with clause 42); and	270		
(k) compliant with any other requirements specified by the Charterers on fixing the Vessel	271		
16.3 At the time of nomination the Owners to provide the Charterers with a completed Vessel Questionnaire (if requested by the Charterers) signed by the Master, the accuracy of which the Owners warrant.	272		
16.4 If the Vessel is found not to comply with any of the warranties contained in clause 16.2 or 16.3 the Charterers may at their sole discretion reject or conditionally accept the Vessel.	273		
An acceptance under this clause 16.4:-	274		
(a) must be in writing;	275		
(b) does not in any event relieve the Owners or the Charterers of any obligation under this Charterparty.	276		
A rejection under clause 16.4 must be in writing and any such rejection is always without prejudice to the Charterers' rights.	277		
16.5 No act, conduct, statement or omission of the Charterers prejudices any right or remedy available to the Charterers under clause 16.	278		
17. Stevedores	299		
17.1 The Charterers must appoint and pay the stevedores at the loading port(s). The Receivers must appoint and pay the stevedores at the discharging port(s).	300		
17.2 Stevedore damage if any, whether at any loading or discharging port(s), must be settled directly between the Owners and stevedores, but the Charterers will provide all reasonable assistance to the Owners in relation to any such claim.	301		
18. Agents	308		
18.1 At the loading port(s) the agents for the Vessel will be appointed by the party in Box 20.	309		
18.2 At the discharging port(s) the agents for the Vessel will be appointed by the party in Box 21.	310		
19. Loading	313		
19.1 The Cargo is to be loaded within the laytime allowed below, or at the rate specified in Box 18, based on the quantity specified in Box 12, provided that the Vessel can receive at the appropriate pro rata rate. In this clause a reference to a "mean Cargo quantity" is a reference to the quantity specified in Box 12 without regard to tolerance.	314		
(a) For a mean Cargo quantity up to 10,000 tonnes the time allowed for loading is three (3) days;	315		
(b) For a mean Cargo quantity above 10,000 tonnes up to 25,000 tonnes the time allowed for loading is four (4) days;	316		
(c) For a mean Cargo quantity above 25,000 tonnes up to 60,000 tonnes the time allowed for loading is five (5) days; and	317		
(d) For a mean Cargo quantity above 60,000 tonnes, the time allowed for loading is six (6) days.	318		
19.2 Laytime is to be calculated in weather working days of 24 consecutive hours Saturdays, Sundays and holidays excluded even if used.	319		
19.3 When the Vessel is ready in all respects to load at	320		
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any berth ordered by the Charterers, the Master must give Shippers and the Charterers written notice of readiness (NOR). Valid NOR must be received by the Shippers and the Charterers from Monday to Friday, except holidays at the loading port, between 0900 hours and 1700 hours local time.	335		
19.4 At the first loading port the laytime starts to count 24-hours after the Charterers have received valid NOR unless loading commences earlier in which case time spent loading to count.	336		
19.5 NOR is only to be given at the first loading port or place except when any survey under clause 15.1 has been directed at a second or subsequent loading port, in which case NOR must also be given at that second or subsequent loading port and clause 19.3 applies.	337		
19.6 This is a berth-charter. If the loading berth is occupied when the Vessel arrives at or off the first or only loading port (or so near as the Vessel is permitted to approach), the Master will be entitled to give NOR upon arrival at the port. Laytime will count as if the Vessel was in berth. Time spent moving from the waiting place to the loading berth is not to count as laytime or demurrage, even if on demurrage.	338		
19.7 A NOR is invalid and time does not start to count if the Vessel was not, at the time NOR is given, in fact ready in all respects. To avoid doubt, the Vessel will not be ready if the result of any survey or inspection under clause 15.1 is that the Vessel is not ready and available for immediate loading.	339		
19.8 If an invalid NOR is given, a fresh valid NOR must be given by the Master when the Vessel is in fact ready in all respects and laytime only begins to count upon receipt of such fresh valid NOR. To avoid doubt, any time incurred by the Vessel prior to receipt of a fresh valid NOR (including time at anchorage) will not count as laytime or time on demurrage.	340		
19.9 At the second or subsequent loading port (if any) the time for loading is to count:-	341		
(a) if NOR is, pursuant to clause 19.5, required at that port, from receipt of a valid NOR; or in all other cases	342		
(b) from 1200 hours on the day of arrival at the port (or so near as the Vessel is permitted to approach) if the Vessel arrives before 1200 hours, and from 0900 hours on the following day if the Vessel arrives at or after 1200 hours	343		
unless loading is commenced earlier, in which case the time is to count from the commencement of loading.	344		
19.10 In the case of a second or subsequent loading port (if any), time changing ports is not to count as laytime or demurrage, even if on demurrage. In this clause 19.10 "time changing ports" means time from the completion of loading at a port, time sailing from that port to the next loading port, and until laytime starts to count again under clause 19.9.	345		
19.11 The Shippers may send the Cargo alongside continuously (Saturdays, Sundays and holidays included) and if the Shippers so direct the Owners must procure that the Vessel loads continuously (Saturdays, Sundays and holidays included).	346		
19.12 All overtime costs incurred through working outside customary port working hours must be paid by the party ordering that working, except officers' and/or crew's overtime which are always for the Owners' account.	347		
20. Commencement of Loading and Cancelling Dates (Laycan)	402		
20.1 The time for loading shall not commence before the	403		
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first day of the Shipment Period in Box 9 and if the Vessel is not ready to load at all hatches at first loading berth by 2400 hours on the last day of the Final Laycan the Charterers shall have the option of cancelling this charter, which shall be declared upon NOR being given.	405 406 407 408 409 410	
20.2 Cancellation of this Charterparty under clause 20.1 shall be entirely without prejudice to the Charterers' rights. No act, conduct, statement or omission of the Charterers affects the Charterers' right of cancellation under this Charterparty.	411 412 413 414 415	
20.3 The Charterers are permitted but not obliged to begin loading earlier than first the day of the Shipment Period specified in Box 9.	416 417 418	
21. Demurrage and Despatch (Loading)	419	
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:-	420 421 422 423 424 425 426 427 428 429 430 431 432 433	
(a) receipt of the Owners' statement in accordance with clause 21.1; and	430 431	
(b) the Owners and the Charterers reaching agreement on the calculation.	432 433	
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.	434 435 436 437 438 439	
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.	440 441 442 443 444	
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.	445 446 447 448	
22. Bills of Lading	449	
22.1 Without prejudice to this Charterparty, the Master shall either sign Bills of Lading for the Cargo on the "Ausgrain Bill" Bill of Lading form, (in the form of Schedule No. 1 to this Charterparty) or authorise the agents (in the form of the authorisation set out in Schedule No 2 to this Charterparty) at each loading port to sign and issue and release such Bills of Lading on his behalf, always in accordance with Mates' Receipts.	450 451 452 453 454 455 456 457 458	
22.2 All such Bills of Lading shall be for Cargo weights as determined by silo weight figures and must be claused expressly to the effect that freight and all terms, conditions, clauses, exclusions, limitations and exceptions including the arbitration clause of this Charterparty are incorporated into each such Bill of Lading.	459 460 461 462 463 464 465	
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.	466 467 468 469	
23. Time for Discharging	470	
23.1 When the Vessel is in all respects ready for discharging the Master must give written notice	471 472	
(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.	473 474 475 476 477 478 479 480 481 482 483 484 485 486 487	
23.2 If the discharging berth is congested 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 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.	488 489 490 491 492 493 494 495	
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.	496 497 498 499 500 501 502 503	
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.	504 505 506 507	
24. Demurrage/Despatch (Discharging)	508	
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.	509 510 511 512 513 514	
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:-	515 516 517 518 519 520 521 522	
(a) 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.	523 524 525 526 527 528	
Otherwise the payment of demurrage is the Owners' sole remedy for such delay.	529 530 531	
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.	532 533 534 535 536	
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.	537 538 539 540 541	
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.	542	

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24.6 Laytime at loading and discharging ports is non-reversible.	543 544	of the contract voyage.	608
25. Lighterage at Discharging Port	545	31. War Risks Clauses (VOYWAR 2004)	609
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.	546 547 548 549	31.1 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.	610 611 612 613 614 615 616 617 618 619 620 621 622 623 624 625 626 627 628 629
26. Multiple Charters	550	31.2 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 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.	630 631 632 633 634 635 636 637 638 639 640 641 642 643 644 645 646 647 648 649 650 651 652
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.	551 552 553 554	31.3 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	653 654 655 656 657 658 659 660 661 662 663 664 665 666 667 668 669 670 671 672 673 674 675 676 677
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 discharging of other cargo or loading or discharging of other cargo does not count as laytime or demurrage even if on demurrage.	555 556 557 558 559 560 561 562		
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.	563 564 565 566		
27. Supervising Cargo	567		
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.	568 569 570 571 572		
28. Exceptions, etc	573		
The provisions of Section 17 of the Australian Carriage of Goods by Sea Act 1991 (Act) and of Articles 3 (except Article 3(8)), 4, 4A, 4 Bis, 6A, 8 and 9 of Schedule 1A to the Act are incorporated into and form part of this Charterparty as if they were set out in full. To this extent only (and no further), this Charterparty is to be deemed to be a contract for the carriage of goods by sea to which those incorporated provisions apply. No regard is to be had to Article 1 of Schedule 1A to the Act (except to the extent required to give effect to this clause). Nothing in clause 28 affects clauses 6, 29, 31, 32, 33, 34, 35, 36, 37 or 43.4(b) of this Charterparty.	574 575 576 577 578 579 580 581 582 583 584 585		
29. Strikes and Civil Blockades	586		
29.1 In this clause 29 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.	587 588 589 590 591 592 593 594 595 596 597 598 599 600 601 602		
29.2 Further, the Owners may not make any claim for damages for delay by reason of Industrial Action under this Charterparty or at law.	603 604 605		
30. Liberties	606		
The Vessel has liberty to assist vessels in distress as part	607		

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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.	678 679 680 681 682 683 684	
31.4 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.	685 686 687 688 689 690 691 692 693 694 695 696 697 698 699 700 701	
(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 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.	702 703 704 705 706 707 708 709 710 711 712 713 714 715 716 717 718 719 720 721 722 723 724 725 726	
31.6 The Vessel shall have Liberty: (a) to comply with all orders, directions, recommendations or advice as to departure, arrival, routes, sailing in convoy, ports of call, stoppages, destinations, discharge of cargo, delivery or in any way whatsoever which are given by the Government of the Nation under whose flag the Vessel sails, or other Government to whose laws the Owners are subject, or any other Government which so requires, or anybody or group acting with the power to compel compliance with their orders or directions; (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; (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	727 728 729 730 731 732 733 734 735 736 737 738 739 740 741 742 743 744 745 746 747 748	
enforcement; (d) to discharge at any other port any cargo or part thereof which may render the Vessel liable to confiscation as a contraband carrier; (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; (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; (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.	749 750 751 752 753 754 755 756 757 758 759 760 761 762 763 764 765 766 767 768 769	
32. BIMCO Piracy Clause	770	
32.1 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 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.	771 772 773 774 775 776 777 778 779 780 781 782 783 784 785 786 787 788 789 790	
32.2 In any event, if the Vessel proceeds to or through an Area exposed to the risk of Piracy the Owners shall have the Liberty: (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; (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; (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 (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.	791 792 793 794 795 796 797 798 799 800 801 802 803 804 805 806 807 808 809 810 811 812 813 814 815 816 817 818 819	
32.3 This clause shall be incorporated into any bill of lading issued pursuant to this Charterparty. The Charterers shall indemnify the Owners against all	817 818 819	

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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.	820 821 822 823 824 825	the following clause applies:	885
32.4 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.	826 827 828 829 830 831 832		
33. Cesser Clause	833		
The Owners have a lien on Cargo for freight and demurrage at discharging port(s) for an amount not exceeding the value of the freight and demurrage then due. The Charterers' liability under this Charterparty ceases, except as regards clause 7 (payment of freight) when the Cargo is shipped.	834 835 836 837 838 839		
34. Bunkering	840		
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 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 34 does not affect Owners' obligation under clause 11 or in clause 0 to proceed to the discharging port(s) with all reasonable despatch.	841 842 843 844 845 846 847 848 849 850 851 852 853		
35. General Average and the New Jason Clause	854		
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:	855 856 857 858 859 860		
"NEW JASON" CLAUSE	861		
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.	862 863 864 865 866 867 868 869 870 871 872 873 874 875 876 877 878 879 880		
36. Both to Blame Collision Clause	881		
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,	882 883 884		
37. Oil Pollution Clause	904		
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 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 37. 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 37 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 37 on behalf of themselves, the Shippers, the Receivers and their agents.	905 906 907 908 909 910 911 912 913 914 915 916 917 918 919 920 921 922 923 924 925 926 927 928 929 930		
38. Brokerage	931		
Brokerage at the rate in Box 24 is due upon shipment of Cargo.	932 933		
39. ITF Clause	934		
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 39 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 39 (including without limitation any delay and the Charterers' costs of providing a suitable replacement vessel).	935 936 937 938 939 940 941 942 943 944 945 946 947 948 949 950		

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40. Reletting, Subletting, Subcontracting and Assigning	951	
40.1 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 40.1 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.	952 953 954 955 956 957 958 959 960	
40.2 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.	961 962 963 964 965 966	
40.3 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.	967 968 969 970 971 972 973 974	
41. Port Charges, Dues and Taxes	975	
41.1 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 against the Cargo are payable by the Charterers at the loading port and by the Receivers at the discharging port.	976 977 978 979 980 981	
42. BIMCO ISPS/MTSA Clause	982	
42.1	983	
(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).	984 985 986 987 988 989 990 991 992 993 994	
(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).	995 996 997 998 999	
(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.	1000 1001 1002 1003 1004 1005 1006	
42.2	1007	
(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.	1008 1009 1010 1011	
(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.	1012 1013 1014 1015 1016 1017 1018	
42.3 Provided that the delay is not caused by the Owners'	1019	
failure to comply with their obligations under the ISPS Code/MTSA, the following shall apply:	1020 1021	
(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 to applicable security regulations or measures imposed by a port facility or any relevant authority under the ISPS Code/MTSA.	1022 1023 1024 1025 1026 1027	
(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.	1028 1029 1030 1031 1032 1033 1034	
42.4 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.	1035 1036 1037 1038 1039 1040 1041 1042 1043 1044 1045 1046 1047 1048	
42.5 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.	1049 1050 1051	
43. Arbitration and Disputes	1052	
43.1 To the extent that this Charterparty is not compulsorily subject to Australian law or held to be subject to Australian law, this Charterparty is governed by English law.	1053 1054 1055 1056	
43.2 Any dispute arising under this Charterparty from events which occur in Australia is to be settled by arbitration under the Dispute Resolution Rules of Grain Trade Australia Ltd [GTA] and in accordance with the provisions of the Commercial Arbitration Act 2010 (New South Wales) or the International Arbitration Act 1974 (Cth) as appropriate and any statutory modification or re-enactment thereof for the time being in force.	1057 1058 1059 1060 1061 1062 1063 1064 1065	
43.3 Any dispute arising under this Charterparty or any Bill of Lading issued under it other than as provided for in paragraph 43.2 must be referred to arbitration in London in accordance with the Arbitration Act 1996 (UK) or any statutory modification or re-enactment thereof for the time being in force. Each party may appoint an arbitrator. On receipt by a party of the nomination in writing of the other party's arbitrator, that party must appoint its arbitrator within fourteen days, failing which the decision of the single arbitrator so appointed is to apply. If the arbitrators do not agree they must appoint an umpire whose decision is to be final and binding.	1066 1067 1068 1069 1070 1071 1072 1073 1074 1075 1076 1077 1078	
43.4 For any disputes and whether clause 43.2 or 43.3 applies:-	1079 1080	
(a) the arbitrators and umpire must be persons normally engaged in the shipping and/or commodities industries and may be qualified legal practitioners; and	1081 1082 1083 1084	
(b) other than for any claim in respect of loss, damage or delay to goods (and which is subject to clause 28) any other claim must be made in writing and the claimant's arbitrator appointed within six months of the Vessel's arrival at the final discharging	1085 1086 1087 1088 1089	

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port, otherwise all claims are deemed to be waived.	1090
43.5 Despite clauses 43.2 and 43.3, if the amount in dispute is less than US\$100,000.00, the dispute shall be determined by a sole arbitrator in Sydney subject to the LMAA Rules for Small Claims (except to the extent those Rules conflict with this clause 43), the sole arbitrator to be agreed between the parties, but if not agreed to be appointed by the President for the time being of the Law Institute of Victoria.	1091 1092 1093 1094 1095 1096 1097 1098
43.6 Despite clauses 43.2 and 43.3 if the amount in dispute is more than US\$100,000.00 but is not more than US\$400,000.00, the dispute shall be determined in Sydney subject to the LMAA Intermediate Claims Procedure 2009 (except to the extent that Procedure conflicts with clause 43).	1099 1100 1101 1102 1103 1104
43.7 Any rights under the Contracts (Rights of Third Parties) Act 1999 (UK) or any Statutory modification or re-enactment thereof for the time being in force are expressly excluded.	1105 1106 1107 1108

Part Two

THIS CHARTERPARTY INCLUDING SCHEDULES ONE AND TWO IS EXECUTED

By the parties on the date written on the first page

.....

Signature (Owners)

.....

Signature (Charterers)

GRAIN TRADE AUSTRALIA VOYAGE CHARTER 2013

SCHEDULE NO.1

"AUSGRAIN BILL"

Shippers

Consigned To

BILL OF LADING

or Assigns, he or they paying Freight for the same as per the below-mentioned Charterparty.

Notify address

Vessel

Port(s) of loading

Port(s) of discharge - direct or via other Ports as per Charterparty
Dated

Shippers' description of goods

in bulk of

[insert Wheat or name of other commodity]

being the weight ascertained or accepted by the Silo Authority under the custom of the trade, weight shipped unknown, and to be delivered in the like apparent good order and condition at the aforesaid port(s) of discharge.

Silo Authority's Weights -

Weight shipped unknown, but said to weigh:

<p>SHIPPED at the Port(s) of Loading in apparent good order and condition on board the Vessel for carriage to the Port(s) of Discharge specified above</p> <p>Weight, and quality, unknown.</p> <p>IN WITNESS whereof the Master or Agent of the said Vessel has signed the number of Bills of Lading indicated below all of this tenor and date, any one of which being accomplished the others shall be void.</p>	<p>FOR CLAUSES SEE OVERLEAF</p> <p>All the terms, conditions, clauses, exclusions, limitations and exceptions of the Grain Trade Australia Voyage Charter 2012 (with any amendments) dated *, including clause 34 (Arbitration) are herewith incorporated.</p>
	<p>Place and date of issue</p> <p>Number of original Bs/L Signature</p> <p>Master/Agent</p>

*if undated standard Grain Trade Australia Voyage Charter 2012 including clause 34 (Arbitration)

This Bill of Lading is to have effect subject to the provisions of the Rules contained in Schedule 1A to the Australian Carriage of Goods by Sea Act 1991, as applied by that Act, and any subsequent amendment thereto. The Shippers are to be entitled to the benefit of the privileges, rights and immunities conferred upon the Shippers, and the Shipowners are to be entitled to the benefit of the privileges, rights and immunities conferred upon the carrier, by such Act, and the said Schedule 1 thereto, as if the same were herein specifically set out. General Average (if any) shall be settled according to the York-Antwerp Rules, 2004.

WAR RISKS CLAUSE

As per Charterparty

GENERAL AVERAGE AND THE NEW JASON CLAUSE

General average shall be payable according to the York/Antwerp Rules, 2004, or any modification thereof for the time being in force, but where the adjustment is made in accordance with the law and practice of the United States of America, the following clause shall apply:-

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.

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.

BOTH TO BLAME COLLISION CLAUSE

If the liability for any collision in which the Vessel is involved while performing this Bill of Lading falls to be determined in accordance with the Laws of the United States of America, the following clause shall apply:-

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 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 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.

GRAIN TRADE AUSTRALIA VOYAGE CHARTER 2013

SCHEDULE NO.2

**LETTER OF AUTHORISATION UNDER
GRAIN TRADE AUSTRALIA VOYAGE CHARTER 2013**

To:

Dated:

Dear Sir,

I hereby authorise _____
*[*insert name of ship's agent at loading port]*

on my behalf to sign original Bill(s) of Lading for my cargo of bulk grain and to sign new Bill(s) of Lading if required by Shippers.

The new Bill(s) of Lading are only to be issued to Shippers in exchange for original Bill(s) of Lading signed by you which Bill(s) are then to be cancelled.

.....

Master

M.V. _____
*[*insert name of Vessel]*