



PART I

THE BALTIC AND INTERNATIONAL MARITIME CONFERENCE  
STANDARD ORE CHARTER PARTY  
CODE NAME: "OREVOY"

Agreed with MALMEXPORT AB, Stockholm  
and  
ROHSTOFFHANDEL G.m.b.H.,  
Düsseldorf

Adopted by the Documentary Committee of the General  
and Council of British Shipping, London  
and  
The Federation of National Associations of  
Ship Brokers and Agents (FONASBA), London

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Conference (BIMCO), Copenhagen,  
November, 1980.

1. Shipbroker	2. Place and date of Charter Party	
3. Owners/Disponent Owners/Time-Chartered Owners (indicate name, address & telex number)	4. Charterers (indicate name, address & telex number)	
5. Vessel's name and flag	6. Rate in tons per hour (load.) (Cl. 1.4.)	
7. Vessel's particulars, if required (Cl. 1)	8. Present position and prior commitments, if known (Cl. 2.2.)	
9. Laydays date (Cl. 2.1.)	10. Expected readiness to load (Cl. 2.2.)	
11. Cancelling date (also state if other period of declaration of cancelling agreed) (Cl. 2.3.)	12. Substitution (state "no" if not agreed) (Cl. 4)	
13. Cargo (5 per cent. more or less in Owners' option unless other margin agreed) in tons of 1000 kilos (if full and complete cargo not agreed indicate "part cargo") (Cl. 5.1.)		
14. Advance notices (load. and disch.) (State number of running days' notice to be given and to whom) (Cl. 6)		
15. Loading port(s)/berth(s) (Cl. 7.1.)	16. Discharging port(s)/berth(s) (Cl. 7.2.)	
17. Reduced voyage speed (state "no" if not agreed) (Cl. 7.2.)	18. Notice time in running hours (load. and disch.) (only to be filled in if agreed) (Cl. 8.2.1.)	
19. Laytime (if separate laytime for load. and disch. is agreed, fill in a) and b); If total laytime for load. and disch., fill in c) only) (Cl. 8.2.5. & 8.2.6.)	20. Laytime exceptions (loading) (Cl. 8.3.1.)	
a) Laytime for loading	21. Laytime exceptions (discharging) (Cl. 8.3.1.)	
b) Laytime for discharging		
c) Total laytime for loading and discharging		
22. Demurrage rate (loading) (Cl. 8.5.2.)	23. Demurrage rate (discharging) (Cl. 8.5.2.)	
24. Despatch money (load. and/or disch.) (Optional; if agreed indicate rate of despatch money) (Cl. 8.5.3.)	25. Freight tax (state whether for Owners' or Charterers' account) (Cl. 11.3.)	
26. Agents at loading port(s) (Cl. 12)	27. Agents at discharging port(s) (Cl. 12)	
28. Freight rate per metric ton (state whether fully or partly prepaid) (Cl. 13)	29. Freight payment (currency and when/where payable; also state beneficiary and bank account) (Cl. 13)	
30. General average shall be adjusted/settled at (Cl. 20)	31. Law and Arbitration (state 23.1., 23.2. or 23.3. of Cl 23, as agreed; if 23.3. agreed state place of arbitration) (if not filled in 23.1. shall apply) (Cl. 23)	
32. Brokerage commission and to whom payable (Cl. 24)		
	33. Numbers of additional clauses covering special provisions, if agreed	

It is mutually agreed that this Contract shall be performed subject to the conditions contained in the Charter consisting of PART I including additional clauses, if any agreed and stated in Box 33 and 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 but no further.

Signature (Owners)	Signature (Charterers)
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**PART II**  
**"OREVOY" Charter Party**

<b>1. Vessel</b>	<b>1</b>	<b>5. Cargo</b>	<b>66</b>
The Owners shall	2	5.1. The Charterers warrant that unless otherwise specified in Part 1, the cargo referred to in Box 13 is non-hazardous and non-dangerous for carriage according to applicable safety regulations including IMCO Code(s).	67 68 69 70
1.1. before and at the beginning of the loaded voyage exercise due diligence to make the Vessel seaworthy and in every way fit for the voyage, with a full complement of Master, officers and crew for a vessel of her type, tonnage and flag;	3 4 5 6	5.2. The Charterers shall have the right to ship parcels of different qualities and/or for different receivers in separate holds within the Vessel's natural segregation and suitable for her trim provided that such parcels can be loaded, carried and discharged in accordance with the Vessel's seaworthiness. Other means of separation of different parcels may be specified in Part 1.	71 72 73 74 75 76
1.2. ensure that the Vessel and her Master and crew will comply with all safety and health regulations and other statutory rules or regulations and internationally recognized requirements necessary to secure safe and unhindered loading of the cargo, performance of the voyage and discharge of the cargo.	7 8 9 10 11	5.3. Unless otherwise agreed in Part 1, all quantities shall be expressed in tons of 1,000 kilograms.	77 78
The Vessel shall	12	<b>6. Advance Notices</b>	79
1.3. be classed Lloyd's 100 A1 or equivalent unless otherwise agreed in Box 7, the Owners exercising due diligence to maintain that class during the currency of this Charter Party;	13 14 15	The Owners or the Master shall give notices of expected readiness to load/discharge as specified in Box 14 to the parties named therein and shall keep those parties advised of any alteration in expected readiness.	80 81 82 83
1.4. be suitable for mechanical loading of the cargo and capable of receiving the cargo at the rate (if any) specified in Box 6 and be suitable for grab discharge, failing which Clause 8.3.3. shall apply and the Owners shall reimburse the Charterers any actual extra discharge costs;	16 17 18 19 20	<b>7. Port of Loading, Voyage, Port of Discharge</b>	84
1.5. be equipped to meet the technical requirements if and as specified in Box 7.	21 22	7.1. After completion of prior commitments as may be stated in Box 8, the Vessel shall proceed to the loading port(s)/berth(s) as stated in Box 15.	85 86 87
<b>2. Laydays Date, Expected Time of Arrival (E.T.A.) and Cancelling</b>	<b>23</b>	7.2. The Vessel shall carry the cargo with all possible despatch to the port(s)/berth(s) of discharge stated in Box 16. However, unless "No" is inserted in Box 17, the Owners may order the Vessel to proceed at reduced speed solely to conserve fuel. If the Charterers have the right to order the Vessel to discharge at one or more ports out of several ports named or within a specific range, the Charterers shall declare the actual port(s) of discharge to be inserted in the Bills of Lading prior to the arrival of the Vessel at the port of loading.	88 89 90 91 92 93 94 95 96
2.1. Laydays shall not commence before 00.00 hours on the date stated in Box 9. However, notice of readiness may be given before that date and notice time, if provided for in Box 18, shall run forthwith.	24 25 26 27	7.3. Only when the loading/discharging port(s)/berth(s) are not specifically mentioned herein, the Charterers warrant the safety of port(s)/berth(s) nominated and that the Vessel will be loaded and discharged always afloat.	97 98 99 100
2.2. Present position of Vessel as per Box 8. Commitments prior to commencement of this Charter as per Box 8. Expected readiness to load as per Box 10.	28 29 30	7.4. The Vessel shall be left in seaworthy trim for shifting between berths and ports.	101 102
2.3. The Charterers shall have the option of cancelling the Charter Party if the Vessel be not ready to load on or before twelve midnight (24.00 hours) on the cancelling date stated in Box 11. If it appears that the Vessel will be delayed beyond the cancelling date stated in Box 11 the Owners shall, as soon as they are in a position to state with reasonable certainty the day on which the Vessel should be ready, give notice thereof to the Charterers asking whether they will exercise their option of cancelling the Charter Party. The option must then be declared within five (5) running days (unless otherwise agreed in Box 11) of the receipt by the Charterers of such notice, but not earlier than twenty (20) running days before the revised date of loadreadiness. If the Charterers do not then exercise their option of cancelling, the seventh (7th) day after the readiness date stated in the Owners' notice shall be regarded as a new cancelling date. This provision shall operate only once, and should the Vessel not be ready to load on the new cancelling date the Charterers shall have the option of cancelling the Charter Party. The Charterers shall in any event declare whether they exercise any option of cancelling under sub-clause 2.3. no later than the time of the Vessel's readiness to load.	31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50	7.5. Unless otherwise agreed, loading and/or discharging at two or more ports shall be effected in geographical rotation.	103 104
<b>3. Subletting, Assigning</b>	<b>51</b>	<b>8. Notices of Readiness, Laytime, Demurrage/Despatch Money</b>	<b>105</b>
The Charterers shall have the liberty of subletting or assigning this Charter Party to any individual or company, but the Charterers shall always remain responsible for the due fulfilment of all the terms and conditions of this Charter Party and shall warrant that any such sublet or assignment will not result in the Vessel being restricted in her future trading.	52 53 54 55 56 57	8.1. <u>Notice of Readiness</u>	106
<b>4. Substitution</b>	<b>58</b>	8.1.1. At each port of loading and discharging notice of readiness shall be given to the Charterers or their Agents when the Vessel is in all respects ready to load/discharge at the loading/discharging berth.	107 108 109 110
The Owners shall have liberty to substitute a Vessel, provided that such substitute Vessel's main particulars and position shall be subject to the Charterers' prior approval, which is not to be unreasonably withheld, but the Owners under this Charter Party shall remain responsible to the Charterers for the due fulfilment of this Charter Party. This Clause shall not apply if "No" inserted in Box 12.	59 60 61 62 63 64 65	8.1.2. If a loading/discharging berth is not designated or if such designated berth is not available upon the Vessel's arrival at or off the port, notice of readiness may be given upon arrival at the waiting place at or off the port. However, if the Vessel is at that time prevented from proceeding to the loading/discharging berth due to her inefficiency, weather, tidal conditions, strikes of tugs or pilots or mandatory regulations, notice of readiness may be given only when such hindrance(s) has (have) ceased.	111 112 113 114 115 116 117 118 119
		8.1.3. Notice of readiness may be given on any day at any time.	120
		8.2. <u>Laytime</u>	121
		8.2.1. The laytime shall commence when notice of readiness has been given and after expiration of notice time, if any, provided for in Box 18. Should the Vessel arrive at the (first) loading port and be ready to load before the date stated in Box 9, the Charterers shall have the right to start loading. The Charterers shall also have the right to load/discharge before the expiration of notice time. In either event, during such periods only time actually used shall count as laytime or as time on demurrage.	122 123 124 125 126 127 128 129 130



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order the Vessel to vacate the berth and shifting from and back to berth shall be at the Owners' expense and time.	273 274	The Owners shall be at liberty to appoint check clerks at their own expense.	337 338
<b>10. Stevedore Damage</b>	275	13.5. <u>Deductions</u> . - The freight shall be paid in cash without discount in the manner described in Box 29. The Charterers shall only be entitled to deduct from the freight any freight advances made as per sub-clause 13.6., despatch money and extra insurance, provided properly documented, as per Clause 11.4.	339 340 341 342 343
10.1. The Charterers shall be responsible for damage (beyond ordinary wear and tear) to any part of the Vessel caused by Stevedores at both ends. Such damage, as soon as apparent, shall be notified immediately by the Master to the Charterers or their port agents and to their Stevedores. The Owners/Master shall endeavour to obtain the Stevedores' written acknowledgment of liability and to settle stevedore damage claims direct with the Stevedores.	276 277 278 279 280 281 282	13.6. <u>Freight Advances</u> . - The Owners shall put the Agents at the loading port(s) in funds to cover the Vessel's ordinary disbursements for Owners' account, prior to the Vessel's sailing from the port(s) of loading. Otherwise the amount shall be advanced by Charterers and be endorsed upon Bills of Lading as advance freight, with the addition of 3 per cent. to cover interest, commission and the cost of insurance.	344 345 346 347 348 349 350
10.2. The Charterers have the right to perform any repairs of stevedore damage at any moment prior to or before the completion of the voyage, but must repair stevedore damage affecting the Vessel's seaworthiness before the Vessel sails from the port where such damage was caused.	283 284 285 286 287	13.7. <u>Deadfreight</u> . - If the Charterers fail to supply a cargo as specified in Box 13, deadfreight shall be payable but the Charterers shall not be bound to supply cargo in excess of any quantity stated by the Owners as the Vessel's capacity made available to the Charterers. The laytime shall be calculated on that quantity. The Owners/Master shall be entitled to clause Bills of Lading for any deadfreight due. If the Shippers/Suppliers state in writing that no more cargo will be shipped, the Owners shall not need to have any such statement confirmed by the Charterers.	351 352 353 354 355 356 357 358 359 360
<b>11. Dues, Taxes and Charges, Extra Insurance</b>	288	<b>14. Strikes and Other Hindrances</b>	361
11.1. <u>On the Vessel</u> . - The Owners shall pay all dues, duties, taxes and other charges customarily levied on the Vessel, howsoever the amount thereof may be assessed.	289 290 291	In the event of any of the causes referred to in Clause 21.2. either preventing or delaying or, being already in existence, threatening to prevent or delay the loading of the cargo intended for the Vessel, or its discharging, the following provisions shall apply:	362 363 364 365
11.2. <u>On the cargo</u> . - The Charterers shall pay all dues, duties, taxes and charges levied on the cargo at the port of loading/discharging, howsoever the amount thereof may be assessed.	292 293 294	14.1. <u>Loading Port</u> . - When the Vessel is ready to proceed from her last port or at any time during the voyage to the port or ports of loading or after her arrival there, the Owners may ask the Charterers to declare that they agree to count the laytime as if there were to be no such hindrance. Unless the Charterers have given such declaration in writing (by telegram or telex if necessary) on the second business day after receipt of the request, the Owners shall have the option of cancelling this Charter Party. If part cargo has already been loaded the Vessel must carry it to the port of discharge (freight payable on loaded quantity only) having liberty to complete with other cargo on the way for the Owners' own account, but the Owners are entitled to keep the Vessel waiting at the loading port without time counting. In case of more than one loading port and if the causes referred to above do not prevent the loading in all ports, the Charterers are entitled to order the Vessel to proceed to the second or subsequent port and there to load a full cargo; in such event, the Owners are not entitled to cancel the Charter Party as hereabove stipulated.	366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383
11.3. <u>On the freight</u> . - Taxes levied on the freight shall be paid by the Owners or the Charterers as agreed in Box 25.	295 296	14.2. <u>Discharging Port</u> . - On or after the Vessel's arrival at or off the port of discharge, the Vessel shall wait until any such hindrance is at an end, the Charterers paying half demurrage after expiration of the laytime (unless the Vessel is already on demurrage in which event full demurrage remains payable) full demurrage being payable from the moment when the hindrance is at an end. The Charterers shall have the option at any time of ordering the Vessel to another safe port within 600 nautical miles' distance where she can safely discharge without being detained by any cause enumerated above. Shifting time shall count as laytime or as full demurrage time as the case may be. The Charterers shall reimburse the Owners additional port charges including pilotage and canal dues, if any, incurred thereby; however, the Owners shall bear the costs of bunkers consumed. All conditions of this Charter Party and/or of the Bills of Lading issued hereunder shall apply to the delivery of the cargo at the substituted port and the Owners shall receive the same freight as if the cargo had been discharged at the original destination.	384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401
11.4. <u>Extra Insurance</u> . - Any extra insurance on cargo actually paid by the Charterers owing to Vessel's age, class, flag or ownership shall be for the Owners' account and may be deducted from the freight. The Charterers shall furnish evidence of payment supporting any such deduction. Unless a maximum amount has been agreed in Part 1, such extra insurance shall not exceed the lowest extra premium which would be charged for the Vessel and voyage in the London insurance market.	297 298 299 300 301 302 303 304	<b>15. Ice</b>	402
<b>12. Agents</b>	305	<u>Loading Port</u>	403
At the port(s) of loading the Vessel shall be consigned to the Agents as stated in Box 26 and at the port(s) of discharge to the Agents as stipulated in Box 27, the Owners always paying the customary fees.	306 307 308	15.1. If the Vessel cannot reach the loading port by reason of ice when she is ready to proceed from her last port, or at any time during the voyage, or on her arrival, or if frost sets in after her arrival, the Master - for fear of the Vessel being frozen in - is at liberty to leave without cargo; in such cases this Charter Party shall become null	404 405 406 407 408
<b>13. Freight</b>	309		
The freight at the rate stated in Box 28 shall be calculated on intaken quantity.	310 311		
13.1. <u>Prepaid</u> . - If according to Boxes 28 or 29 freight is to be paid on shipment, it shall be deemed earned and non-returnable Vessel and/or cargo lost or not lost. Bills of Lading showing "Freight prepaid" or the like shall not be released until the freight has been duly paid.	312 313 314 315 316		
13.2. <u>After shipment</u> . - If according to Box 29 freight shall be payable within a number of days after shipment, the freight shall be deemed earned as per sub-clause 13.1. In such case Bills of Lading shall not be endorsed "Freight prepaid" or the like, unless the freight has been paid.	317 318 319 320 321		
13.3. <u>Partly on Delivery</u> . - If according to Boxes 28 or 29 a percentage of the freight shall be payable as per sub-clauses 13.1. or 13.2. the balance shall be paid as per sub-clause 13.4. However, in such case the total freight shall be deemed earned as per sub-clause 13.1. and the Charterers shall not have the option referred to in sub-clause 13.4.1.	322 323 324 325 326 327		
13.4. <u>On Delivery</u> . - If according to Boxes 28 or 29 freight is payable at destination or on right and true delivery of the cargo, it shall not be deemed earned until the cargo is thus delivered.	328 329 330		
13.4.1. <u>On Delivered Weight</u> . - When the freight is payable on delivery of cargo the Charterers shall have the option of paying freight on delivered weight, provided such option be declared in writing before breaking bulk and the weight be ascertained by official weighing machine, otherwise by joint draught survey. The Charterers shall pay all costs incurred in connection with weighing or draught survey.	331 332 333 334 335 336		

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and void.	409	pleted, at any safe port in vicinity of the port of discharge as may	480
15.2. If during the loading the Master, for fear of the Vessel being	410	from the Charterers within 48 hours after the Owners have despatched	481
frozen in, deems it advisable to leave, he has liberty to do so with	411	a request by telegram or telex to the Charterers for the nomination	482
what cargo he has on board and to proceed to any other port with	412	of a substitute discharging port, the Owners shall be at liberty to	483
option of completing with cargo for the Owners' own account to any	413	discharge the cargo at any safe port which they may, in their discre-	484
port or ports including the port of discharge. Any part cargo thus	414	tion, decide on and such discharge shall be deemed to be due fulfil-	485
loaded under this Charter Party is to be forwarded to destination	415	ment of the Charter Party. In the event of cargo being discharged	486
at the Vessel's expense against payment of the agreed freight, pro-	416	at any such other port, the Owners shall be entitled to freight as if	487
vided that no extra expenses be thereby caused to the Charterers,	417	the discharge had been effected at the port or ports named in the	488
freight being paid on the quantity delivered (in proportion if lump	418	Bill(s) of Lading, or to which the Vessel may have been ordered	489
sum), all other conditions as per Charter Party.	419	pursuant thereto.	490
15.3. In the case of more than one loading port, and if one or more	420	16.5. (a) The Vessel shall have liberty to comply with any directions	492
of the ports are closed by ice, the Master or Owners are to be at	421	or recommendations as to loading, departure, arrival, routes, ports	493
liberty either to load the part cargo at the open port and fill up else-	422	of call, stoppages, destination, zones, waters, discharges, delivery or	494
where for the Owners' own account as under sub-clause 15.2. or to	423	in any other wise whatsoever (including any direction or recommen-	495
declare the Charter Party null and void, unless the Charterers	424	dation not to go to the port of destination or to delay proceeding	496
agree to load full cargo at the open port.	425	thereto or to proceed to some other port) given by any Government	497
<u>Voyage and Discharging Port</u>	426	or by any belligerent or by any organized body engaged in civil war,	498
15.4. Should ice prevent the Vessel from reaching the port of dis-	427	hostilities or warlike operations or by any person or body acting or	499
charge, the Charterers shall have the option of keeping the Vessel	428	purporting to act as or with the authority of any Government or bel-	500
waiting until the re-opening of navigation and paying demurrage, or	429	ligerent or of any such organized body or by any committee or person	501
of ordering the Vessel to a safe and immediately accessible port	430	having under the terms of the war risks insurance on the Vessel, the	502
where she can safely discharge without risk of detention by ice. Such	431	right to give any such directions or recommendations. If, by reason	503
orders are to be given within 48 hours after the Owners or Master	432	of or in compliance with any such direction or recommendation, any-	504
have given notice to the Charterers of the impossibility of reaching	433	thing is done or is not done, such shall not be deemed a deviation.	505
the port of destination.	434	(b) If, by reason of or in compliance with any such directions or	506
15.5. If during discharging the Master, for fear of the Vessel being	435	recommendations, the Vessel does not proceed to the port or ports	507
frozen in, deems it advisable to leave, he has liberty to do so with	436	named in the Bill(s) of Lading or to which she may have been	508
what cargo he has on board and to proceed to the nearest safe and	437	ordered pursuant thereto, the Vessel may proceed to any port as	509
accessible port. Such port to be nominated by the Charterers as	438	directed or recommended or to any safe port which the Owners in	510
soon as possible, but not later than 24 running hours, Sundays	439	their discretion may decide on and there discharge the cargo. Such	511
and holidays excluded, of receipt of the Owners' request for nomi-	440	discharge shall be deemed to be due fulfilment of the Charter Party	512
nation of a substitute discharging port, failing which the Master will	441	and the Owners shall be entitled to freight as if discharge had been	513
himself choose such port.	442	effected at the port or ports named in the Bill(s) of Lading or to	514
15.6. On delivery of the cargo at such port, all conditions of the Bill	443	which the Vessel may have been ordered pursuant thereto.	515
of Lading shall apply and the Owners shall receive the same freight	444	16.6. All extra expenses (including insurance costs) involved in dis-	516
as if the Vessel had discharged at the original port of destination	445	charging cargo at the loading port or in reaching or discharging the	517
except that if the distance to the substitute port exceeds 100 nautical	446	cargo at any port as provided in Clauses 16.4. and 16.5.(b) hereof	518
miles, the freight on the cargo delivered at that port is to be in-	447	shall be paid by the Charterers and/or cargo owners, and the Owners	519
creased in proportion.	448	shall have a lien on the cargo for all moneys due under these	520
<b>16. War Risks ("Voywar 1950")</b>	449	Clauses.	521
16.1. In these Clauses "war risks" shall include any blockade or any	450	<b>17. Lien</b>	522
action which is announced as a blockade by any Government or by	451	The Owners shall have a lien on the cargo for freight, deadfreight,	523
any belligerent or by any organized body, sabotage, piracy, and any	452	demurrage and damages for detention. The Charterers shall remain	524
actual or threatened war, hostilities, warlike operations, civil war,	453	responsible for deadfreight and demurrage (including damages for	525
civil commotion, or revolution.	454	detention), incurred at port of loading. The Charterers shall also	526
16.2. If at any time before the Vessel commences loading, it appears	455	remain responsible for freight and demurrage (including damages	527
that performance of the contract will subject the Vessel or her Master	456	for detention) incurred at port of discharge, but only to such extent	528
and crew or her cargo to war risks at any stage of the adventure,	457	as the Owners have been unable to obtain payment thereof by exer-	529
the Owners shall be entitled by letter or telegram despatched to the	458	cising the lien on the cargo.	530
Charterers, to cancel this Charter Party.	459	<b>18. Liberty</b>	531
16.3. The Master shall not be required to load cargo or to continue	460	The Vessel shall have liberty to sail with or without pilots, to tow or	532
loading or to proceed on or to sign Bill(s) of Lading for any adventure	461	go to the assistance of vessels in distress, to call at any port or	533
on which or any port at which it appears that the Vessel, her Master	462	place for oil fuel supplies, and to deviate for the purpose of saving	534
and crew or her cargo will be subjected to war risks. In the event of	463	life or property, or for any other reasonable purpose whatsoever.	535
the exercise by the Master of his right under this Clause after part	464	<b>19. Both-to-Blame Collision Clause</b>	536
or full cargo has been loaded, the Master shall be at liberty either	465	If the Vessel comes into collision with another vessel as a result of	537
to discharge such cargo at the loading port or to proceed therewith.	466	the negligence of the other vessel and any act, neglect or default of	538
In the latter case the Vessel shall have liberty to carry other cargo	467	the Master, mariner, pilot or the servants of the Owners in the navi-	539
for Owners' benefit and accordingly to proceed to and load or	468	gation or in the management of the Vessel, the owners of the cargo	540
discharge such other cargo at any other port or ports whatsoever,	469	carried hereunder will indemnify Owners against all loss or liability	541
backwards or forwards, although in a contrary direction to or out of	470	to the other or non-carrying vessel or her Owners in so far as such	542
or beyond the ordinary route. In the event of the Master electing to	471	loss or liability represents loss of, or damage to, or any claim what-	543
proceed with part cargo under this Clause freight shall in any case	472	soever of the owners of said cargo, paid or payable by the other or	544
be payable on the quantity delivered.	473	non-carrying vessel or her Owners to the owners of said cargo and	545
16.4. If at the time the Master elects to proceed with part or full	474	set-off, recouped or recovered by the other or non-carrying vessel	546
cargo under Clause 16.3. or after the Vessel has left the loading port,	475	or her Owners as part of their claim against the carrying vessel or	547
or the last of the loading ports if more than one, it appears that	476	Owners.	548
further performance of the Charter Party will subject the Vessel,	477	The foregoing provisions shall also apply where the owners, ope-	549
her Master and crew or her cargo, to war risks, the cargo shall be	478	rators or those in charge of any vessel or vessels or objects other	550
discharged, or if the discharge has been commenced shall be com-	479	than, or in addition to, the colliding vessels or objects are at fault	551

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in respect of a collision or contact.	552	arbitration in London , one arbitrator being appointed by each party,	621
		in accordance with the Arbitration Acts 1950 and 1979 or any statutory	622
<b>20. General Average and New Jason Clause</b>	553	modification or re-enactment thereof for the time being in force.	623
		On the receipt by one party of the notification in writing of the	624
General Average shall be adjusted and settled at the place indicated	554	appointment of the other party's arbitrator, that party shall appoint	625
in Box 30 according to the York/Antwerp Rules, 1974, or any modi-	555	their arbitrator within fourteen days failing which the decision of the	626
fication thereof, but if, notwithstanding the provisions specified in	556	single arbitrator appointed shall apply. If two arbitrators properly	627
Box 30, the adjustment is made in accordance with the law and	557	appointed shall not agree they shall appoint an umpire whose deci-	628
practice of the United States of America, the following clause shall	558	sion shall be final.	629
apply:	559		
"In the event of accident, danger, damage or disaster before or after	560	23.2. If agreed and stated in Box 31, this Charter Party shall be	630
the commencement of the voyage, resulting from any cause what-	561	governed by U.S. Law and all disputes arising out of this Charter	631
soever, whether due to negligence or not, for which, or for the con-	562	Party or any Bill of Lading issued thereunder shall be arbitrated at	632
sequence of which, Owners are not responsible, by statute, contract	563	New York in the following manner:	633
or otherwise, the goods, shippers, consignees or owners of the goods	564	One arbitrator is to be appointed by each of the parties hereto and	634
shall contribute with Owners in general average to the payment of	565	a third by the two so chosen. Their decision or that of any two of	635
any sacrifices, losses or expenses of a general average nature that	566	them shall be final, and for the purpose of enforcing any award, this	636
may be made or incurred and shall pay salvage and special charges	567	agreement may be made a rule of the court. The arbitrators shall be	637
incurred in respect of the goods. If a salving Vessel is owned or	568	commercial men. Such arbitration is to be conducted in accordance	638
operated by Owners, salvage shall be paid for as fully as if the said	569	with the rules of the Society of Maritime Arbitrators, Inc.	639
salving Vessel or vessels belonged to strangers. Such deposit as	570	For disputes where the total amount claimed by either party does	640
Owners, or their agents, may deem sufficient to cover the estimated	571	not exceed U.S.\$ 3,500.00, or an amount as mutually agreed, the	641
contribution of the goods and any salvage and special charges	572	arbitration may be conducted in accordance with the Simplified Arbi-	642
thereon shall, if required, be made by the goods, shippers, con-	573	tration Procedure of the Society of Maritime Arbitrators Inc. if so	643
signees or owners of the goods to Owners before delivery".	574	desired by both parties.	644
<b>21. Responsibilities and Immunities</b>	575	23.3. If agreed and stated in Box 31, any disputes arising out of this	645
		Charter Party or any Bill of Lading issued thereunder shall be re-	646
21.1.1. The Hague Rules contained in the International Convention	576	ferred to arbitration at the place or before the arbitration tribunal	647
for the Unification of certain rules relating to Bills of Lading, dated	577	indicated in Box 31, subject to the law and procedures applicable	648
Brussels the 25th August 1924 as enacted in the country of shipment	578	there.	649
shall apply to this Contract and to any Bill of Lading issued here-	579		
under.	580	<b>24. Brokerage</b>	650
When no such enactment is in force in the country of shipment, the	581		
corresponding legislation of the country of destination shall apply,	582	24.1. The brokerage as stated in Box 32 on freight and deadfreight	651
but in respect of shipments to which no such enactments are com-	583	shall be paid by the Owners and is deemed to be earned by the	652
pulsorily applicable, the terms of the said Convention shall apply.	584	Brokers upon shipment of cargo.	653
21.1.2. In trades where the International Brussels Convention 1924 as	585	24.2. In case of cancellation pursuant to Clause 2.3., at least one	654
amended by the Protocol signed at Brussels on February 23rd, 1968	586	third of the brokerage on the estimated amount of freight shall be	655
- The Hague-Visby Rules - apply compulsorily, the provisions of the	587	paid by the Owners as indemnity to the Brokers.	656
respective legislation shall apply.	588		
21.1.3. The Owners shall in no case be responsible for loss of or	589		
damage to cargo howsoever arising prior to loading into and after	590		
discharge from the Vessel or while the goods are in the charge of	591		
another owner nor in respect of deck cargo and live animals. This	592		
sub-clause shall not detract from the Owners' obligations under	593		
Clause 4.	594		
21.2. Save to the extent otherwise in this Charter Party expressly	595		
provided, neither party shall be responsible for any loss or damage	596		
or delay or failure in performance hereunder resulting from Act of	597		
God, war, civil commotion, quarantine, strikes, lockouts, arrest or	598		
restraint of princes, rulers and peoples or any other event what-	599		
soever which cannot be avoided or guarded against.	600		
<b>22. Bills of Lading</b>	601		
22.1. Bills of Lading are to be signed as per the "Orevoybill" Bill of	602		
Lading without prejudice to this Charter Party, and the Charterers	603		
hereby indemnify the Owners against all liabilities that may arise	604		
from the signing of Bills of Lading as presented to the extent that	605		
the terms of such Bills of Lading impose more onerous liabilities	606		
upon the Owners than those assumed by the Owners under the terms	607		
of this Charter Party.	608		
Neither the Owners nor their Servants shall be required to sign or	609		
endorse Bills of Lading showing freight prepaid unless and until the	610		
freight due to the Owners has actually been paid.	611		
22.2. The Master may be required to sign separate Bills of Lading	612		
for cargo in different holds or for parcels properly separated upon	613		
shipment by the Charterers or their Agents, the Owners not being	614		
answerable for separate delivery, nor for the cost of cargo short-	615		
delivered (if any) provided all the cargo taken on board is delivered.	616		
<b>23. Law and Arbitration</b>	617		
23.1. Unless otherwise agreed in Box 31, this Charter Party shall be	618		
governed by English Law and any dispute arising out of this Charter	619		
Party or any Bill of Lading issued thereunder shall be referred to	620		