



PART I

**UNITED NATIONS WORLD FOOD PROGRAMME
VOYAGE CHARTER PARTY
CODE NAME: "WORLDFOOD 99"**

1. Shipbroker		3. Place and date	
2. Vessel's name		5. Charterers and place of business World Food Programme of the United Nations Via Cesare Giulio Viola, 68/70 00148 Parco De' Medici - ROME Tel: +39-06-6513-2988 Fax: +39-06-6513-2844	
4. Owners and place of business (state full style and address)		7. Discharging port(s) or place(s). If applicable, also state number of days prior declaration of actual discharge port(s) or place(s) (Cl.2)	
6. Loading port(s) or place(s). If applicable, also state number of days prior declaration of actual load port(s) or place(s) (Cl. 2)		9. Vessel's description (see also SCHEDULE A)	
8. Cargo (also state quantity, if full and complete cargo not agreed state "part cargo") (Cl. 3)		12. Present position/ETA first load port (Cl. 4)	
10. Laydays date (Cl. 4)	11. Cancelling date (Cl. 5)	14. Advance notices (discharging) (Cl.7) to be given to: World Food Programme of the United Nations Fax: +39-06-6513-2844 & other parties:	
13. Advance notices (loading) (Cl. 6) to be given to: World Food Programme of the United Nations Fax: +39-06-6513-2844 & other parties:		16. Laytime for discharging (Cl. 10)	
15. Laytime for loading (Cl. 10)		18. Freight rate (Cl. 22)	
17. Demurrage (loading and discharging) (Cl. 11)		20. Brokerage commission and to whom payable (Cl. 38)	
19. Freight payment (state currency and method of payment, beneficiary and bank account) (Cl. 22)		21. Numbers of additional clauses covering special provisions, if agreed	

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

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



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**"WORLDFOOD 99"
SCHEDULE A**



Vessel's name

Owner's Details

A. Owner's name	The name of the registered Owner if the party identified in Box A is not the registered Owner
Address	Address
Telex	Telex
Phone	Phone
Contact	Contact
Owner's P&I Club	Registered Owner's P&I Club
Owner's Hull & Machinery Insurers/Hull & Machinery value	Registered Owner's Hull & Machinery Insurers/Hull & Machinery value
Certificates attached YES/NO	Certificates attached YES/NO

Vessel's Description

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

Supplementary Information

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

PART II
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1. Vessel	1	whether they will exercise their option to cancel the Charter Party or agree	81
(a) The Owners shall:	2	to a new cancelling date.	82
(i) before and at the beginning of the voyage exercise due diligence to	3	If the Charterers do not exercise their option of cancelling, then this	83
make the Vessel seaworthy and in every way fit for the voyage and for	4	Charter Party shall be deemed to be amended such that the fourth day	84
the trade for which she is employed, with a full complement of Master,	5	after the new date of readiness indicated in the Owners' notification shall	85
officers and crew for a vessel of her type, tonnage and flag;	6	be regarded as the new cancelling date.	86
(ii) ensure that throughout the currency of this Charter Party the Vessel	7	(c) The provisions of sub-clause (b) of this Clause shall operate only once	87
and her Master, officers and crew will comply with all safety and	8	and, in case of the Vessel's further delay, the Charterers shall have the	88
health regulations and other statutory rules or regulations and	9	option of cancelling the Charter Party as per sub-clause (a) above.	89
internationally recognized requirements necessary to secure safe	10		
and unhindered loading of the cargo, performance of the voyage and	11		
discharge of the cargo;	12	6. Advance Notices (Loading)	90
(iii) ensure that throughout the currency of this Charter Party the Vessel	13	(a) The Owners shall give the following notices of ETA (Estimated Time	91
is fully insured in respect of loss of or damage to or in connection with	14	of Arrival) at first or sole loading port to the Charterers and the Parties	92
cargo by the Protection and Indemnity Class of the P&I Club stated in	15	indicated in Box 13:	93
Schedule A and also insured against hull and machinery risks for a	16	(i) notice of ETA at time of fixture;	94
value not less than that specified in Schedule A.	17	(ii) 10 days notice of ETA;	95
(b) The Vessel as described in Box 9 and in Schedule A shall be classed	18	(iii) 72 hours notice of ETA;	96
Lloyd's 100 A1 or equivalent as stated in Schedule A. The Owners warrant	19	(iv) 24 hours definite notice of arrival.	97
to maintain that class throughout the currency of this Charter Party.	20	Notwithstanding provisions to the contrary in Clauses 8 and 9, if the	98
		Owners fail to give notice in accordance with sub-clause 6 (a)(iv), laytime	99
		shall not start to count until 48 hours after the arrival of the Vessel.	100
2. Voyage	21	(b) The Master shall give the Vessel's position every 72 hours after fixing	101
(a) The Vessel shall with all reasonable despatch proceed to the loading	22	and, if transiting the Suez Canal and/or the Panama Canal, the Master	102
port(s) or place(s) stated in Box 6 or so near thereto as she may safely get	23	shall notify the Charterers thereof, stating time of entering and leaving the	103
and lie always safe and afloat, and there load the cargo stated in Box 8,	24	Canal(s).	104
and being so loaded the Vessel shall with all reasonable despatch proceed	25		
to the discharging port(s) or place(s) stated in Box 7 or so near thereto as	26	7. Advance Notices (Discharging)	105
she may safely get and lie always safe and afloat and there deliver the	27	(a) The Owners or the Master shall give the following notices of ETA at	106
cargo.	28	first or sole discharging port to the Charterers and the Parties indicated in	107
If the Charterers have the right to order the Vessel to load and/or discharge	29	Box 14:	108
at one or more ports out of several named ports or within a specific range,	30	(i) Upon sailing from loading port (or if more than one loading port from	109
the Charterers shall declare the actual port or ports of loading and/or	31	final port of loading) approximate ETA, also stating quantity of cargo	110
discharge within the number of days stated in Boxes 6 and 7, respectively.	32	loaded and estimated arrival draft;	111
Unless loading and/or discharging ports are named in this Charter Party,	33	(ii) 10 days notice of ETA;	112
the responsibility for providing safe ports or places of loading and/or	34	(iii) 72 hours notice of ETA;	113
discharging lies with the Charterers.	35	(iv) 24 hours definite notice of arrival.	114
(b) <i>Rotation of Ports</i>	36	Notwithstanding provisions to the contrary in Clauses 8 and 9, if the	115
Unless otherwise agreed, loading and/or discharging at two or more ports	37	Owners or the Master fail to give notice in accordance with sub-clause 7	116
shall be effected in geographical rotation.	38	(a) (iv), laytime shall not start to count until 48 hours after the arrival of the	117
		Vessel.	118
3. Cargo	39	(b) The Master shall give to the Charterers the Vessel's position every 72	119
(a) Unless otherwise stated in Box 8, this Charter Party is for a full and	40	hours en route to the discharging port and, if transiting the Suez Canal and/	120
complete cargo as described in Box 8.	41	or the Panama Canal, the Master shall notify the Charterers thereof,	121
(b) The Charterers warrant that the cargo referred to in Box 8 is non-	42	stating time of entering and leaving the Canal(s).	122
dangerous for carriage according to applicable safety regulations	43		
including IMO Code(s).	44	8. Notice of Readiness (Loading and Discharging)	123
(c) Part Cargo - if agreed and stated in Box 8 that this Charter Party is for	45	(a) At each port of loading or discharging, notice of readiness shall be	124
a part cargo, the Owners guarantee that any additional cargo shall be non-	46	given by the Master to the Charterers and the Parties indicated in Boxes	125
hazardous and non-injurious to the cargo carried under this Charter Party	47	13 and 14, as appropriate, when the Vessel is in the loading or discharging	126
and that in any event no fertilisers or chemicals will be loaded.	48	berth and has obtained customs clearance and free pratique and is in all	127
Such additional cargo shall be stowed in separate compartments and shall	49	respects ready to load or discharge.	128
not affect the rate of loading and discharging of the cargo under this	50	(b) At loading port before tendering notice of readiness, the Owners and	129
Charter Party as stipulated in Boxes 15 and 16, respectively.	51	the Master shall ensure that all holds of the Vessel are clean, dry and free	130
If cargo other than the Charterers' cargo is loaded/discharged at the same	52	from smell and in all respects suitable to receive the cargo to the	131
port and/or berth and waiting time is incurred, such time shall be calculated	53	Charterers' satisfaction.	132
on a pro rata basis according to the quantity of each cargo. If cargo other	54	(c) If a loading/discharging berth is not designated or if such designated	133
than the Charterers' cargo is loaded/discharged at the same berth, time	55	berth is not available upon the Vessel's arrival at or off the port, notice of	134
shall only count when the Charterers' cargo is actually being loaded/	56	readiness may be given upon arrival at the customary waiting place at or	135
discharged. Should cargo other than the Charterers' cargo interfere in any	57	off the port, whether cleared at customs or not and whether in free pratique	136
way whatsoever with loading/discharging of the Charterers' cargo, time	58	or not.	137
shall cease to count entirely if the Charterers' loading/discharging is	59	However, if upon the Vessel's arrival at or off the port she is prevented from	138
stopped completely or on a pro rata basis if partially stopped.	60	proceeding to the loading/discharging berth by her inefficiency, weather,	139
The Owners shall pay totally or proportionally the costs of lightening, if any,	61	tidal conditions, strikes of tugs or pilots, or mandatory regulations, notice	140
at the port(s) of discharge incurred due to loading of completion cargo.	62	of readiness may be given only when such hindrance(s) has (have)	141
(d) Unless otherwise stated in Box 8, all quantities shall be expressed in	63	ceased.	142
tons of 1,000 kilograms.	64	(d) Notice of readiness to load or discharge shall be tendered between	143
		the hours of 09.00 to 17.00 on ordinary working days, Sundays (or their	144
4. Laydays Date and Present Position	65	local equivalents) excepted and between the hours of 09.00 to 12.00 on	145
(a) Laydays shall not commence before 07.00 hours on the date stated in	66	Saturdays (or their local equivalents).	146
Box 10. However, notice of readiness may be given before that date and	67		
notice time shall run forthwith.	68	9. Time Counting (Loading and Discharging)	147
(b) Present position of the Vessel as per Box 12.	69	(a) At first or sole loading and discharging port, laytime for loading and	148
		discharging shall commence at 07.00 hours on the next working day	149
5. Cancelling	70	following tendering of notice of readiness in accordance with Clause 8.	150
(a) The Charterers shall have the option of cancelling the Charter Party if	71	(b) While at second or subsequent port(s) of loading and discharging,	151
the Vessel has not tendered notice of readiness to load on or before 17.00	72	laytime shall count upon the Master's tendering of notice of readiness,	152
hours on the cancelling date stated in Box 11.	73	whether in berth or not, provided the notice of readiness is tendered in	153
(b) Should the Owners anticipate that, despite the exercise of due	74	accordance with Clause 8, otherwise the laytime shall commence at 07.00	154
diligence, the Vessel will not be ready to load by the cancelling date, they	75	hours on the next working day.	155
shall notify the Charterers thereof without delay stating the actual date of	76	(c) If the notice of readiness has been tendered while the Vessel is at or	156
sailing or the expected date of the Vessel's readiness to sail from her last	77	off the port, in accordance with Clause 8, the laytime shall commence and	157
discharge port and her expected date of readiness to load.	78	shall count as if the Vessel were in berth.	158
In notifying the Charterers of the delay the Owners may require the	79	(d) Actual time used for shifting to the loading/discharging berth or to a	159
Charterers to declare within two working days after receipt of such notice	80	waiting berth in port shall not count as laytime unless the Vessel is already	160

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on demurrage.	161	bunkers consumed shall be for the Owners' account.	242
(e) If, after tendering notice of readiness and provided the Charterers have appointed and paid for an independent surveyor to inspect the Vessel's holds as soon as possible, the Vessel is nevertheless found not to be in all respects ready to load/discharge, the actual time lost until the Vessel is in fact ready to load/discharge (including customs clearance and free pratique, if applicable) shall not count as laytime or, if the Vessel is already on demurrage, as time on demurrage.	162 163 164 165 166 167 168	(c) <i>Seaworthy Trim</i> - The Charterers shall leave the Vessel in a seaworthy trim and with cargo on board safely stowed to the Master's satisfaction between loading berths/ports and between discharging berths/ports, respectively. Any expenses resulting therefrom shall be for the Charterers' account and any time used shall count as laytime.	243 244 245 246 247
(f) Time lost as a result of inefficiency or any other cause, including strike by officers and crew, attributable to the Vessel, her Master, her crew or the Owners which affects the working of the Vessel, shall not count as laytime or as time on demurrage.	169 170 171 172	13. Dunnage/Separation	248
(g) In the event that the Vessel is waiting for a loading or discharging berth and notice of readiness has been tendered according to Clause 9(c), no laytime shall be deducted during such period for reasons of weather, unless the vessel occupying the loading or discharging berth in question is actually prevented from working due to weather conditions, in which case laytime so lost shall not count unless the Vessel is already on demurrage.	173 174 175 176 177 178	(a) <i>Dunnage</i> - The Owners shall provide, lay and erect all dunnage material (including paper, plastic, etc.) required for the proper stowage and protection of the cargo.	249 250 251
(h) <i>Excepted Periods.</i>	179	(b) <i>Separation</i> - The Charterers shall have the right to ship parcels of different qualities or parcels 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 without affecting the Vessel's seaworthiness. No separation other than natural separation will be required for cargoes carried under this Charter Party.	252 253 254 255 256 257
(i) In those countries in which Sunday is the recognised day of rest, laytime shall not run from either 12.00 hours on Saturday or, where Saturday is a day on which stevedores work only at overtime rates, from the time on Friday at which stevedores cease to be paid at the normal rate, until 07.00 hours on Monday.	180 181 182 183 184	14. Opening and Closing of Hatches	258
(ii) In those countries in which Friday is the recognised day of rest, laytime shall not run from either 12.00 hours on Thursday or, where Thursday is a day on which stevedores work only at overtime rates, from the time on Wednesday at which stevedores cease to be paid at the normal rate, until 07.00 hours on Saturday.	185 186 187 188 189	Opening and closing of hatches at loading and discharging ports shall be performed by the Vessel's crew at the Owners' expense. Such operations shall, if required by Charterers, also be performed outside usual stevedore working hours. If use of the Vessel's crew is not permitted by local authorities or local union regulations, shore labour (stevedores) shall be provided and paid for by the Charterers.	259 260 261 262 263 264
(iii) Laytime shall not run from 17.00 hours on a day preceding a national or local holiday until 07.00 hours on the next working day.	190 191	The Master has the responsibility of taking action for closing of hatches in the event of inclement weather or the presence of substances harmful to the cargo during loading and discharging.	265 266 267
(iv) If work is actually carried out during any of the excepted periods specified in sub-paragraphs (i) to (iii) hereof, only half of such time actually used shall count as laytime.	192 193 194	15. Vessel's Cargo Gear	268
10. Loading and Discharging	195	(a) <i>Cargo handling gear</i> - The Owners shall always give free use, throughout the duration of loading and discharging, of all Vessel's cargo handling gear and the Vessel shall have sufficient motive power to operate all cargo handling gear simultaneously. The Owners also to make available all slings as on board.	269 270 271 272 273
(a) <i>Bulk Cargo</i> - If loading bulk cargo, the cargo shall be loaded and spout-trimmed by the Charterers at their expense, but under the supervision of the Master, at the rate stated in Box 15 per weather working day of 24 consecutive hours (subject to excepted periods according to Clause 9).	196 197 198 199 200	(b) <i>Breakdowns</i> - All equipment referred to in (a) above shall be maintained in good working order up to tested capacity and with valid certificates throughout the currency of this Charter Party. Unless caused by negligence of the Charterers' stevedores, time lost by breakdown of Vessel's cargo handling gear - pro rata the total number of cranes/winchmen required at that time for loading/discharging cargo under this Charter Party - shall not count as laytime or as time on demurrage, and cost of labour standing-by as a result shall be for the Owners' account.	274 275 276 277 278 279 280 281
<i>Other than Bulk Cargo</i> - If loading other than bulk cargo, the cargo shall be loaded and stowed by the Charterers at their expense, but under the supervision of the Master, at the rate stated in Box 15 per weather working day of 24 consecutive hours (subject to excepted periods according to Clause 9).	201 202 203 204 205	(c) <i>Cranemen/winchmen</i> - On request, the Owners shall provide, free of charge, cranemen/winchmen from the crew to operate the Vessel's cargo handling gear, unless the crew's employment conditions or local union or port regulations prohibit this, in which event shore labourers shall be provided and paid for by the Charterers. Cranemen/winchmen, whether crew or shore labourers, shall be deemed the Charterers' servants and shall always work under supervision of the Master, but at the Charterers' risk and responsibility.	282 283 284 285 286 287 288 289
(b) The cargo shall be discharged by the Charterers at their expense, but under the supervision of the Master, at the rate stated in Box 16 per weather working day of 24 consecutive hours (subject to excepted periods according to Clause 9).	206 207 208 209	This Clause shall not apply if Vessel is gearless and stated as such in Schedule A.	290 291
(c) At each loading and discharging port stevedores shall be appointed and paid by the Charterers.	210 211	16. Light	292
(d) <i>Cargo Handling</i> - During the loading and discharging operations, the Master shall supervise the work performed by the stevedores and shall instruct them properly in regard to handling, loading, stowage and discharging of the cargo. Should the stevedores refuse to follow his instructions, the Master shall protest to them in writing and shall advise the Charterers immediately thereof.	212 213 214 215 216 217 218	Whenever required, the Owners shall provide free of charge, throughout the duration of loading/discharging, light (as on board) for work on and under deck.	293 294 295
11. Demurrage/Despatch Money	219	17. Loading/Stowing/Trimming and Discharging	296
(a) Demurrage in loading and discharging shall be paid by the Charterers at the rate as stated in Box 17 per running day or pro rata.	220 221	(a) <i>Bulk cargo</i> - The Vessel shall be suitable for grab discharge and no cargo shall be loaded into spaces inaccessible to grabs. However, the Master has the right to load cargo into such places for the purposes of stability of the Vessel. Any extra expense is to be for the Owners' account. Time used in loading and/or discharging into or from these places shall not count, even if the Vessel is on demurrage.	297 298 299 300 301 302
(b) Despatch money at half the demurrage rate shall be paid by the Owners on laytime saved in loading and/or discharging.	222 223	(b) The Owners warrant that the Vessel is approved by the Vessel's classification society or an organisation acceptable thereto for the carriage of bulk grain under the applicable SOLAS regulations. The Owners further warrant that approved information relating to dispensation from trimming end of filled holds will be on board the Vessel on arrival at the loading port. Any trimming other than spout trimming (whether spout trimming head is moveable or fixed) shall be for the Owners' expense and time so used shall not count as laytime or demurrage. Any bagging, strapping or securing which may be required is to be supplied and paid for by the Owners and time used shall not count as laytime or demurrage. Bleeding of bags, if any, at discharging port shall be for Owners' time, risk and expense.	303 304 305 306 307 308 309 310 311 312 313
(c) Demurrage and Despatch accounts shall be settled when finalizing accounts as per Clause 22.	224 225	(c) <i>Bagged, cartoned and palletised cargo</i> - In the case of bagged, cartoned and palletised cargo, any cargo space into which such cargo is loaded must be accessible to customary loading and discharging equipment.	314 315 316 317
(d) Laytime between ports of loading and discharging shall be non-reversible. If the Vessel has to load at two or more ports, the ports shall be regarded as a single one for the purpose of laytime computation and the same principle applies to discharging ports. For the purposes of computing laytime, twin/double hatches shall count as one hatch only.	226 227 228 229 230	18. Stevedore Damage	318
12. Shifting and Warping	231	The Charterers shall be responsible for damage (beyond ordinary wear	319
(a) <i>Shifting</i> - The Charterers shall have the option of ordering the Vessel to load and/or discharge at a second safe berth if required. The costs of shifting from first to second berth shall be for the Owners' account. Time used for shifting shall count as laytime unless shifting is performed during excepted periods according to Clause 9.	232 233 234 235 236		
(b) <i>Warping</i> - The Vessel shall be warped alongside the loading/discharging appliances, as reasonably required, at the Owners' risk and expense, but time shall count as laytime unless warping is performed during excepted periods according to Clause 9.	237 238 239 240		
Overtime expenses for the Vessel's officers and crew and costs for	241		

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and tear) caused by stevedores to any part of the Vessel. Such damage shall be notified as soon as reasonably possible, but latest when the Vessel is sailing from her last discharge port, by the Master to the Charterers or their agents and to their stevedores, failing which the Charterers shall not be held responsible. The Master shall endeavour to obtain the stevedores' written acknowledgment of the damage caused.	320 321 322 323 324	shall also particularise the alleged claims as above and shall indicate the total amount of the security required.	400 401
The Charterers have the right to repair any stevedore damage at any time prior to completion of the voyage where practicable, or otherwise at a place mutually agreed between the parties, but must repair stevedore damage affecting the Vessel's seaworthiness or class before the Vessel sails from the port where such damage was caused or found. All additional expenses incurred shall be for the account of the Charterers and any time lost shall be for the account of and shall be paid to the Owners by the Charterers at the demurrage rate.	325 326 327 328 329 330 331 332 333	(f) The freight and other sums due to the Owners shall be paid in the currency and in the manner stated in Box 19.	402 403
19. Overtime	334	23. Dues, Taxes and Charges	404
(a) Expenses - All overtime expenses at loading and discharging port(s) shall be for the account of the party ordering same.	335 336	(a) On the Vessel - The Owners shall pay all dues, duties, taxes and other charges customarily levied on the Vessel, howsoever the amount thereof may be assessed.	405 406 407
If overtime is ordered by port authorities or the party (not being the Charterers) controlling the loading and/or discharging terminal or facility, all overtime expenses are to be paid by the Charterers. Overtime expenses for the Vessel's officers and crew shall always be for the Owners' account.	337 338 339 340 341	(b) On the cargo - The Charterers shall pay all dues, duties, taxes and charges levied on the cargo at the port of loading/discharging, howsoever the amount thereof may be assessed.	408 409 410
(b) Time Counting - If overtime ordered by the Owners is worked during excepted periods the actual time used shall count as laytime. If overtime ordered by the Charterers is worked during excepted periods half the actual time used shall count as laytime.	342 343 344 345	(c) On the freight - Taxes levied on the freight shall be paid by the Owners.	411 412
20. Cargo Receipt	346	24. Extra Insurance	413
(a) No bills of lading will be issued for shipments under this Charter Party.	347	Any extra insurance on cargo owing to Vessel's age, class, flag or ownership shall be for the Owners' account and may be deducted from the freight. The Charterers shall furnish evidence of payment supporting any such deduction. Unless a maximum amount has been agreed, such extra insurance shall not exceed the lowest extra premium which would be charged for the Vessel and voyage in the London insurance market.	414 415 416 417 418 419
(b) The Owners agree to issue a Cargo Receipt as per the "Worldfoodreceipt 99" Cargo Receipt Form attached hereto incorporating all terms, conditions, liberties, clauses and exceptions of this Charter Party. In the event of a conflict of conditions between the Cargo Receipt and this Charter Party, the provisions of this Charter Party shall prevail to the extent of such conflict but no further.	348 349 350 351 352 353	25. Lien	420
21. Tally	354	The Owners shall have a lien on the cargo for freight. The Charterers shall remain responsible for freight, dead freight and demurrage incurred at port(s) of loading and/or discharging.	421 422 423
(a) The Cargo Receipt shall be conclusive evidence of the quantity of cargo loaded.	355 356	26. Liberty	424
(b) If the cargo consists of bags, bales, cases and/or drums, the Vessel shall be responsible for the number of packages shipped and the provisions of sub-clause (a) also to apply.	357 358 359	The Vessel shall have liberty to sail with or without pilots, to tow or go to the assistance of vessels in distress, to call at any port or place for oil fuel supplies, and to deviate for the purpose of saving life or property, or for any other reasonable purpose whatsoever.	425 426 427 428
(c) At each discharging port, the Charterers shall appoint recognised tallymen to act jointly on behalf of the Owners and the Charterers. Such joint tally shall be binding upon both parties provided that such tally is kept during discharging and all costs shall be for the Charterers' account.	360 361 362 363	27. United Nations Emergency Clause	429
(d) At each loading port the Owners and the Charterers shall accept the standard loading terminal procedures for weighing, control/checking and tally of cargo at the Charterers' expense.	364 365 366	The Charterers have the right in case of an emergency situation arising to change the Vessel's destination, subject only to the Owners' consent, which shall not be unreasonably withheld. In this event, the Owners and the Charterers shall agree on any necessary adjustment in freight rates in consequence of the change of destination. Failing such agreement, the new rate shall be determined by a shipbroker appointed, at the request of either party, by the Institute of Chartered Shipbrokers, London, acting as valuer and not as arbitrator.	430 431 432 433 434 435 436 437
22. Freight Payment	367	28. General Clause Paramount	438
(a) The freight at the rate indicated in Box 18 shall be calculated on the gross intaken weight/quantity stated in the Cargo Receipt.	368 369	The International Convention for the Unification of Certain Rules of Law relating to Bills of Lading signed at Brussels on 25 August 1924 ("the Hague Rules") as amended by the Protocol signed at Brussels on 23 February 1968 ("the Hague-Visby Rules") and as enacted in the country of shipment shall apply to this Charter Party. When the Hague-Visby Rules are not enacted in the country of shipment, the corresponding legislation of the country of destination shall apply, irrespective of whether such legislation may only regulate outbound shipments.	439 440 441 442 443 444 445 446
(b) 90 (ninety) per cent of the freight is due and payable by the Charterers within 5 (five) working days after release of signed Cargo Receipt.	370 371	When there is no enactment of the Hague-Visby Rules in either the country of shipment or in the country of destination, the Hague-Visby Rules shall apply to this Charter Party save where the Hague Rules as enacted in the country of shipment or if no such enactment is in place, the Hague Rules as enacted in the country of destination, compulsorily applicable to shipments, in which case the provisions of such Rules shall apply.	447 448 449 450 451 452
(c) The Charterers shall, if the Owners so request, pay any demurrage which is due, every 14 days in arrears.	372 373	The Protocol signed at Brussels on 21 December 1979 ("the SDR Protocol 1979") shall apply where the Hague-Visby Rules apply, whether mandatorily or by this Charter Party.	453 454 455
(d) The balance of freight with any adjustment for demurrage, despatch money, dead freight and/or any other sums payable to the Owners under this Charter Party and any Cargo Receipt issued hereunder shall be paid promptly by the Charterers upon receipt of the Owners' invoice in duplicate giving details of freight due, despatch/demurrage incurred at loading and discharging ports and supported by all the following documents in duplicate:	374 375 376 377 378 379 380	The Carrier shall in no case be responsible for loss of or damage to cargo arising prior to loading, after discharging, or while the cargo is in the charge of another carrier, or with respect to deck cargo and live animals.	456 457 458
(i) Statement of Facts signed by the Master and the Charterers' agent and/or representatives at both ends;	381 382	29. P & I Charter Party Pollution Clause	459
(ii) Laytime statements (time sheets);	383	(a) The Owners warrant that throughout the currency of this Charter Party they will provide the Vessel with certificates issued pursuant to Section 1016 (a) of the Oil Pollution Act 1990, and Section 108 (a) of the Comprehensive Environmental Response, Compensation and Liability Act 1980, as amended, in accordance with Part 138 of Coast Guard Regulations 33 CFR.	460 461 462 463 464 465
(iii) Receipted commission invoices from all brokers mentioned in the Charter Party;	384 385	(b) Notwithstanding anything whether printed or typed herein to the contrary,	466 467
(iv) A comprehensive Stowage Plan showing gross cargo quantities loaded hold by hold;	386 387	(i) save as required for compliance with paragraph (a) hereof, the Owners shall not be required to establish or maintain financial security or responsibility in respect of oil or other pollution damage to enable the Vessel lawfully to enter, remain in or leave any port, place, territorial or contiguous waters of any country, state or territory in performance of this Charter Party.	468 469 470 471 472 473
(v) Surveyor's report on draft and cubic survey in respect of any dead freight claim which shall also be supported by a voucher approved by the Master and the Charterers/Shippers' representatives at loading port.	388 389 390 391	(ii) the Charterers shall indemnify the Owners and hold them harmless in respect of any loss, damage, liability or expense (including but not limited to the costs of any delay incurred by the Vessel as a result of	474 475 476
(vi) A fully executed copy of the Charter Party.	392		
(e) The Charterers may deduct from any balance payable under (d) above a sufficient amount as security for duly particularised claims against the Owners for loss of or damage to cargo which shall have been established on discharge, but only insofar as the P & I Club stated in Schedule A shall have failed to provide a Letter of Undertaking to meet any proper liability of the Owners for such claims within 48 hours of a request from the Charterers for such Club Letter of Undertaking, which request	393 394 395 396 397 398 399		

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any failure by the Charterers promptly to give alternative voyage orders) whatsoever and howsoever arising which Owners may sustain by reason of any requirement to establish or maintain financial security or responsibility in order to enter, remain in or leave any port, place or waters, other than to the extent provided in paragraph (a) hereof.	477 478 479 480 481 482	discharge without risk of being detained by strike or lock-out. Such orders to be given within 48 hours after the Master or the Owners have given notice to the Charterers of the strike or lock-out affecting the discharge. On delivery of the cargo at such port, all conditions of this Charter Party and of the Cargo Receipt shall apply and the Vessel shall receive the same freight as if she had discharged at the original port of destination, except that if the distance to the substituted port exceeds 100 nautical miles, the freight on the cargo delivered at the substituted port to be increased in proportion.	557 558 559 560 561 562 563 564 565
(iii) the Owners shall not be liable for any loss, damage, liability or expense whatsoever and howsoever arising which the Charterers and/or the holders of any cargo receipt(s) issued pursuant to this Charter Party may sustain by reason of any requirement to establish or maintain financial security or responsibility in order to enter, remain in or leave any port, place or waters, other than to the extent provided in paragraph (a) hereof.	483 484 485 486 487 488 489	(c) Except for the obligations described above, neither the Charterers nor the Owners shall be responsible for the consequences of any strikes or lock-outs preventing or affecting the actual loading or discharging of the cargo.	566 567 568 569
30. ISM Clause	490	34. Ice	570
From the date of coming into force of the International Safety Management (ISM) Code in relation to the Vessel and thereafter during the currency of this Charter Party, the Owners shall procure that both the Vessel and "the Company" (as defined by the ISM Code) shall comply with the requirements of the ISM Code. Upon request the Owners shall provide a copy of the relevant Document of Compliance (DOC) and Safety Management Certificate (SMC) to the Charterers.	491 492 493 494 495 496 497	<i>Loading Port</i>	571
Except as otherwise provided in this Charter Party, loss, damage, expense or delay caused by failure on the part of the Owners or "the Company" to comply with the ISM Code shall be for the Owners' account.	498 499 500	(a) <i>Before Vessel's arrival</i> - 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 be null and void.	572 573 574 575 576
31. Both to Blame Collision Clause	501	(b) <i>During loading</i> - If during loading the Master, for fear of Vessel being frozen in, deems it advisable to leave, he has liberty to do so with what cargo he has on board and to proceed to any other port with option of completing cargo for the Owners' own account to any port or ports including the port of discharge. Any part cargo thus loaded under this Charter Party to be forwarded to its destination at Vessel's expense against payment of the freight at the rate agreed in Box 18, on quantity delivered (in proportion if lump sum), all other conditions as per the Charter Party.	577 578 579 580 581 582 583 584 585
If the Vessel comes into collision with another vessel as a result of the negligence of the other vessel and any act, neglect or default of the Master, mariner, pilot, or the servants of the Owners in the navigation or in the management of the Vessel, the owners of the cargo carried hereunder will indemnify the Owners against all loss or liability to the other or non-carrying vessel or her owners insofar as such loss or liability represents loss of, or damage to, or any claim whatsoever of the owners of the said cargo, paid or payable by the other or non-carrying vessel or her owners to the owners of said cargo and set-off, recouped or recovered by the other or non-carrying vessel or her owners as part of their claim against the carrying Vessel or Owners.	502 503 504 505 506 507 508 509 510 511 512	(c) <i>Loading at more than one port</i> - In case of more than one loading port, and if one or more of the ports are closed by ice, the Master or the Owners to be at liberty either to load the part cargo at the open port and fill up elsewhere for the Owners' own account as under sub-clause (b) or to declare the Charter Party null and void unless the Charterers agree to load full cargo at the open port.	586 587 588 589 590 591
The foregoing provisions shall also apply where the owners, operators or those in charge of any vessel or vessels or objects other than, or in addition to, the colliding vessels or objects are at fault in respect of a collision or contact.	513 514 515 516	<i>Voyage and Discharging Port</i>	592
32. General Average and New Jason Clause	517	(d) <i>Before Vessel's arrival</i> - Should ice prevent the Vessel from reaching the port of discharge, the Charterers shall have the option of keeping the Vessel waiting until the re-opening of navigation and paying demurrage, or of ordering the Vessel to a safe and immediately accessible port where she can safely discharge without risk of detention by ice. Such orders to be given within 48 hours after the Owners or Master have given notice to the Charterers of impossibility of reaching port of destination.	593 594 595 596 597 598 599
General average shall be adjusted in London according to York-Antwerp Rules 1994 and any subsequent modification thereof.	518 519	(e) <i>During discharging</i> - If during discharging the Master, for fear of Vessel being frozen in, deems it advisable to leave, he has liberty to do so with what cargo he has on board and to proceed to the nearest safe and accessible port. Such port to be nominated by Charterers as soon as possible, but not later than 24 running hours, Sundays and holidays excluded, of receipt of Owners' request for nomination of a substitute discharging port, failing which the Master will himself choose such port.	600 601 602 603 604 605 606
If general average is to be adjusted in accordance with the law and practice of the United States of America, the following clause shall apply: "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 Owners are not responsible, by statute, contract or otherwise, the cargo, shippers, consignees or the owners of the cargo shall contribute with the Owners 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 cargo. If a salvaging vessel is owned or operated by the Owners, salvage shall be paid for as fully as if the said salvaging vessel or vessels belonged to strangers. Such deposit as the Owners, or their 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 cargo, shippers, consignees or owners of the goods to the Owners before delivery".	520 521 522 523 524 525 526 527 528 529 530 531 532 533 534 535 536	(f) <i>Discharging at substitute port</i> - On delivery of the cargo at such port, all conditions of this Charter Party and of the Cargo Receipt shall apply and the Owners shall receive the same freight as if the Vessel had discharged at the original port of destination except that if the distance to the substitute port exceeds 100 nautical miles, the freight on the cargo delivered at that port to be increased in proportion.	607 608 609 610 611 612
33. Strike	537	35. War Risks	613
(a) If there is a strike or lock-out affecting or preventing the actual loading of the cargo, or any part of it, 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 Master or the Owners may ask the Charterers to declare, that they agree to reckon the laydays as if there were no strike or lock-out. Unless the Charterers have given such declaration in writing (by telegram, if necessary) within 24 hours, the Owners shall have the option of cancelling this Charter Party. If part cargo has already been loaded, the Owners must proceed with same, (freight payable on loaded quantity only) having liberty to complete with other cargo on the way for their own account.	538 539 540 541 542 543 544 545 546 547 548	(a) For the purpose of this Clause, the words:	614
(b) If there is a strike or lock-out affecting or preventing the actual discharging of the cargo on or after the Vessel's arrival at or off port of discharge and same has not been settled within 48 hours, the Charterers shall have the option of keeping the Vessel waiting until such strike or lock-out is at an end against paying half demurrage after expiration of the time provided for discharging until the strike or lock-out terminates and thereafter full demurrage shall be payable until the completion of discharging, or of ordering the Vessel to a safe port where she can safely	549 550 551 552 553 554 555 556	(i) "Owners" shall include the shipowners, bareboat charterers, disponent owners, managers or other operators who are charged with the management of the Vessel, and the Master; and	615 616 617
		(ii) "War Risks" shall include any war (whether actual or threatened), act of war, civil war, hostilities, revolution, rebellion, civil commotion, warlike operations, the laying of mines (whether actual or reported), 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.	618 619 620 621 622 623 624 625 626 627 628 629
		(b) 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 the Charter Party, 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 Charter Party, 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 Charter Party provides that loading or discharging is to take place	630 631 632 633 634 635 636 637 638

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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 Charter Party if the Charterers shall not have nominated such safe port or ports within 48 hours of receipt of notice of such requirement.	639 640 641 642 643 644 645	companies are the only licenced agents. In the latter case, agents are to be nominated and appointed by the Owners. This additional provision will apply in all countries where applicable, except in China, Vietnam, Cambodia, DPRK and Burma where the Charterers shall nominate agents as above.	721 722 723 724 725
<p>(c) 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 the Charter Party. The Owners shall be entitled to recover from the Charterers the extra expenses of such discharge and, if the discharge takes place at any port other than the loading port, to receive the full freight as though the cargo had been carried to the discharging port and if the extra distance exceeds 100 miles, to additional freight which shall be the same percentage of the freight contracted for as the percentage which the extra distance represents to the distance of the normal and customary route, the Owners having a lien on the cargo for such expenses and freight.</p> <p>(d) 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.</p> <p>(e) The Vessel shall have liberty:</p> <p>(i) 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 any body or group acting with the power to compel compliance with their orders or directions;</p> <p>(ii) 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;</p> <p>(iii) to comply with the terms of any resolution of the Security Council of the United Nations, any directives of the European Community, 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;</p> <p>(iv) to discharge at any other port any cargo or part thereof which may render the Vessel liable to confiscation as a contraband carrier;</p> <p>(v) 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;</p> <p>(vi) where cargo has not been loaded or has been discharged by the Owners under any provisions of this Clause, to load other cargo for the Owners' own benefit and carry it to any other port or ports whatsoever, whether backwards or forwards or in a contrary direction to the ordinary or customary route.</p> <p>(f) If in compliance with any of the provisions of sub-clauses (b) to (e) of this Clause anything is done or not done, such shall not be deemed to be a deviation, but shall be considered as due fulfilment of the Charter Party.</p>	646 647 648 649 650 651 652 653 654 655 656 657 658 659 660 661 662 663 664 665 666 667 668 669 670 671 672 673 674 675 676 677 678 679 680 681 682 683 684 685 686 687 688 689 690 691 692 693 694 695 696 697 698 699 700 701 702 703 704 705 706 707 708 709 710 711	<p>38. Brokerage</p> <p>A brokerage commission at the rate stated in Box 20 on the freight, dead freight and demurrage earned and paid is due to the party or parties mentioned in Box 20.</p> <p>In case of non-execution at least 1/3 of the brokerage on the estimated amount of freight and dead freight to be paid by the party responsible for such non-execution to the Brokers as indemnity for the latter's expenses and work. In case of more voyages the amount of indemnity to be mutually agreed.</p> <p>39. Force Majeure</p> <p>Neither the Owners nor the Charterers shall, except as otherwise provided in this Charter Party, be responsible for any loss, damage, delay or failure in performance hereunder arising or resulting from act of God, act of war, seizure under legal process, quarantine restrictions; strikes; boycotts; lockouts; riots, civil commotions and arrest or restraint of princes, rulers or people.</p> <p>40. Carriage of Unlawful Substances or Merchandise</p> <p>(a) The Owners warrant that they will exercise due diligence in preventing unmanifested narcotic drugs, similar substances or unlawful merchandise to be loaded or concealed on board the Vessel.</p> <p>(b) Non-compliance with the provisions of sub-clause (a) above shall amount to breach of warranty for the consequences of which the Owners shall be liable for all time lost and all expenses incurred and shall keep the Charterers indemnified against all claims whatsoever which may arise and be made against them as a consequence thereof.</p> <p>(c) The Owners shall also be liable for all time lost and all expenses incurred in the event unmanifested drugs, similar substances or unlawful merchandise are found in the possession, or among the effects, of the Vessel's personnel.</p> <p>(d) If at any time before the Vessel is loaded, the Vessel is detained as a result of unmanifested narcotic drugs, similar substances or unlawful merchandise being detected on board the Vessel, the Charterers, if such detention lasts for more than seventy two running hours, shall have the right to cancel this Charter Party provided such right is exercised latest 24 hours after the expiry of the seventy two running hours. The Charterers' right to cancel this Charter Party in accordance with this sub-clause (d) shall not affect their right to claim damages.</p> <p>41. Title to Cargo Clause</p> <p>It is mutually accepted and agreed that this Charter Party is made between the Vessel's Owners as specified in Part I of this Charter Party (Box 4) and the United Nations World Food Programme as Charterers and that the latter have full rights to claim and receive substantial and not merely nominal damages for any damage to and/or loss of cargo carried under this Charter Party and/or under any Cargo Receipt(s) issued pursuant to this Charter Party and/or any claim arising out of this Charter Party and/or any non-negotiable Cargo Receipt(s) issued pursuant to this Charter Party.</p> <p>42. Fumigation</p> <p>The Charterers shall have the right to fumigate cargo on board after completion of loading, prior to or during discharging at Charterers' time, risk and expense.</p> <p>Costs of crew accommodation ashore, if required by local authorities, shall be paid by the Charterers.</p> <p>43. Law and Arbitration</p> <p>This Charter Party shall be governed by and construed in accordance with English law and any dispute arising out of or in connection with this Charter Party shall be referred to arbitration in London in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment thereof save to the extent necessary to give effect to the provisions of this Clause.</p> <p>The arbitration shall be conducted in accordance with the London Maritime Arbitrators Association (LMAA) terms current at the time when the arbitration proceedings are commenced.</p> <p>The reference shall be to three arbitrators. A party wishing to refer a dispute to arbitration shall appoint its arbitrator and send notice of such appointment in writing to the other party requiring the other party to appoint its own arbitrator within 14 calendar days of that notice and stating that it will appoint its arbitrator as sole arbitrator unless the other party appoints its own arbitrator and gives notice that it has done so within the 14 days specified. If the other party does not appoint its own arbitrator and give notice that it has done so within the 14 days specified, the party referring a dispute to arbitration may, without the requirement of any further prior notice to the other party, appoint its arbitrator as sole arbitrator and shall advise the other party accordingly. The award of a sole arbitrator shall be</p>	726 727 728 729 730 731 732 733 734 735 736 737 738 739 740 741 742 743 744 745 746 747 748 749 750 751 752 753 754 755 756 757 758 759 760 761 762 763 764 765 766 767 768 769 770 771 772 773 774 775 776 777 778 779 780 781 782 783 784 785 786 787 788 789 790 791 792 793 794 795 796 797 798
<p>36. War Risk Premium</p> <p>War Risk premium for the Vessel and/or crew shall be paid by the Owners. Any increase or decrease in the premium after the date of fixture shall be for the Charterers' account or benefit, whichever the case may be. In any case, the increase shall not be any more, or the decrease any less, than that obtainable at the relevant time on the London market.</p>	712 713 714 715 716 717		
<p>37. Agency</p> <p>The Owners are to appoint the Charterers' nominated agent(s) with the Owners paying the customary fee except in ports where national agency</p>	718 719 720		

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binding on both parties as if he had been appointed by agreement.	799
Nothing herein shall prevent the parties agreeing in writing to vary these provisions to provide for the appointment of a sole arbitrator.	800 801
In cases where neither the claim nor any counterclaim exceeds the sum of USD50,000 (or such other sum as the parties may agree) the arbitration shall be conducted in accordance with the LMAA small claims procedure current at the time when the arbitration proceedings are commenced.	802 803 804 805

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