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Date	BIMCO Standard Gas Voyage Charter Party For the LPG, Ammonia and Liquefied Petrochemical Trades Code Name: GASVOY 2005			PART I
Owners Name Address Tel. Fax, E-Mail	Charterers Name Address Tel. Fax, E-Mail			
A. Vessel Details				
Name	Flag	Built/Year	/	
Classification Society	Classed	Summer Draft		
CBM (100%)	LOA	Beam		
B. Cargo				
Grade				
Quantity				
Temperature				
Pressure				
C. Presentation Last Cargo				
D. Loading Range/Place(s) If Range, Place(s) declarable prior to				
E. Discharge Range/Place(s) If Range, Place(s) declarable prior to				
F. Laydays/Canceling date				
G. (i) Freight Rate				
(ii) Payment Details				
(iii) Payable Before Breaking Bulk or On Delivery (state which applies)				
H. Laytime (SHINC)				
I. Demurrage Rate / Day				
J. Commission				
K. Dispute Resolution:				
a) English Law/London Arbitration*				<input type="checkbox"/>
b) US Law/New York Arbitration*				<input type="checkbox"/>
c) Law and Place of Arbitration as agreed*				<input type="checkbox"/>
As per Clause 29 of Part II				
* Tick X box a), b) or c) to indicate choice.				
If box c) is selected, state law and place of arbitration:				
L. The Charter Party Administration Clause as per Clause 31 shall NOT apply unless the parties have ticked this box <input type="checkbox"/>				
M. Additional Clauses numbered to as attached shall form an integral part of Part I				

It is mutually agreed that this Charter Party shall be performed subject to the terms and conditions contained in Part I as well as Part II of the GASVOY 2005 Charter Party as attached hereto. In the event of a conflict, the provisions of Part I shall prevail over those of Part II to the extent of such conflict.

Signature (Owners)	Signature (Charterers)
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PART II

GASVOY 2005 Gas Voyage Charter Party - for the LPG, Ammonia and Liquefied Petrochemical Gas Trades

1. Warranty	1	after such cancelling date.	66
The Vessel's class as specified in PART I shall be maintained during the currency of this Charter Party, and the Owners shall 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 her cargo systems tight, staunch, strong and in good order and condition and with a full and efficient complement of Master, officers and crew for a vessel of her type, tonnage and flag.	2 3 4 5 6 7 8 9 10	(c) If it appears that the Vessel will be delayed beyond the cancelling date, 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, and the option must then be declared within forty-eight (48) hours of the receipt by the Charterers of such notice. If the Charterers do not then exercise their option of cancelling, the third day after the readiness date stated in the Owners' notice shall be regarded as the new cancelling date for the purpose of this Clause.	67 68 69 70 71 72 73 74 75 76 77 78
2. Voyage	11	6. Notice of Readiness	79
(a) The Vessel shall proceed with due despatch as soon as her prior commitments are completed to the safe loading port(s) or, if not a port, the safe loading place(s) nominated by the Charterers within the limits specified in PART I.	12 13 14 15 16	Upon arrival at the customary anchorage at each port or place of loading or discharge, the Master or his agent shall give the Charterers or their agents written notice at any time day or night, Sundays (or their local equivalent) and holidays included, that the Vessel is ready at the load port or place, as required by PART I, to load cargo or ready at the discharge port or place to discharge cargo, berth or no berth. If the port authorities prohibit the Vessel from proceeding to the customary anchorage due to congestion or other reasons, or if the Master deems it unsafe for the Vessel to proceed to the customary anchorage, then the Master or his agent may tender Notice of Readiness from a place as close to the customary anchorage as the Vessel can safely get.	80 81 82 83 84 85 86 87 88 89 90 91 92 93
(b) The Charterers shall nominate loading port(s)/ place(s), cargo grade(s) and quantities in accordance with PART I as early as possible but in all cases providing sufficient time to the Owners/Master to comply therewith.	17 18 19 20	7. Laytime	94
(c) At the loading port(s)/place(s) so nominated the Vessel shall load the cargo as described in PART I.	21 22	(a) The running hours specified in PART I shall be allowed to the Charterers for the loading and discharging of the cargo and other Charterers' purposes connected therewith, including the use of the cargo re-heater and/or booster pump, if available.	95 96 97 98 99
(d) (i) The Vessel being so loaded shall proceed to the safe discharging port(s) or, if not a port, the safe discharging place(s) as ordered by the Charterers.	23 24 25 26	(b) (i) The Charterers shall have the right of loading or discharging during the night, paying all extra expenses incurred ashore.	100 101 102
(ii) The Charterers' orders shall be given in accordance with PART I and shall be consistent with bill(s) of lading.	27 28 29	(ii) If the Charterers, suppliers, consignees or the regulations of the port authorities prohibit loading or discharging at night, time so lost shall count as laytime.	103 104 105 106
(e) The Charterers shall be responsible for providing the Owners with detailed discharging orders as early as possible but in all cases providing sufficient time to the Owners/Master to comply therewith without causing delay to and/or deviation of the Vessel.	30 31 32 33 34	(c) Where for the purposes of calculating the allowed laytime the discharge rate is expressed in metric tons per hour, the Owners shall not be deemed to have warranted or guaranteed this discharge rate.	107 108 109 110
(f) At the nominated loading and discharging port(s) or place(s) the Vessel shall proceed to any safe berth, dock, anchorage, submarine line, alongside a vessel or vessels or lighter or lighters, as ordered by the Charterers or so near thereto as the Vessel may safely get, lie and depart from, always afloat.	35 36 37 38 39 40	8. Commencement of Laytime	111
3. Delay in giving Loading/Discharging Orders	41	(a) Laytime shall commence at each loading and discharging port or place either:	112
Any expenses incurred by the Owners by reason of the Charterers' failure to nominate loading/discharging port(s) or place(s) or to furnish loading/discharging orders in accordance with Clause 2 shall be reimbursed by the Charterers who shall also pay, on receipt of the Owners' invoice, for each day of delay or pro rata thereby lost by the Vessel at the demurrage rate specified in PART I, as well as the cost of any additional bunkers consumed as a result of deviation.	42 43 44 45 46 47 48 49 50	(i) at the expiration of six (6) hours notice time after the tendering of Notice of Readiness, or	113 114 115
4. Presentation	51	(ii) immediately upon completion of mooring at the loading or discharging place designated under Clause 2 ,	116 117 118
The Vessel shall present at the loading port in conformity with the stipulations in PART I with cargo systems to the satisfaction of the Charterers' Inspector, which shall not be unreasonably withheld. If the cargo systems are in conformity with the stipulations as provided in PART I, the Vessel shall be deemed ready immediately for the purpose of this Clause and Clause 6 .	52 53 54 55 56 57 58	with or without notice, whichever first occurs, but in any event laytime shall not commence before 0001 on the first layday.	119 120 121
5. Laydays and Cancelling Date	59	(b) Notwithstanding anything else in this Clause 8 , if the Charterers agree to load before the first layday, laytime shall run from commencement of loading, and all time accrued prior to the opening of laydays shall be credited to waiting time, if any, prior berthing at first discharging port. Notwithstanding the Charterers' agreement to early loading, if mooring is not completed prior to the opening of laydays then laytime shall commence in accordance with the provisions of this	122 123 124 125 126 127 128 129 130
(a) The opening of laydays shall be the date specified in PART I.	60 61		
(b) If the Vessel is not ready to load, in accordance with Clause 6 , by midnight local time on the cancelling date specified in PART I, the Charterers shall have the option of cancelling this Charter Party within 24 hours	62 63 64 65		

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Clause 8.	131	10. Cessation of Laytime/Demurrage	197
9. Laytime/Demurrage Exceptions	132	Time shall continue to count as laytime or, if Vessel is on demurrage, time on demurrage, until the hoses and/or connections have been disconnected or until all necessary cargo documents have been received on board, whichever is the later.	198 199 200 201 202
(a) Time shall not count as laytime or demurrage if lost for any of the following reasons:	133	11. Demurrage Payment(s)	203
(i) Moving from the place of waiting to the first loading/discharging berth/place;	134 135 136	The Charterers shall pay demurrage at the daily rate specified in PART I or pro rata for part thereof after the expiry of the laytime specified in PART I for all time by which the loading and discharging time and used laytime exceeds the allowed laytime as specified in PART I. Payment of demurrage to be made in the same manner as stated in PART I for the payment of freight and such payment will be due from Charterers day by day. Undisputed demurrage will be paid promptly on receipt of the Owners' invoice and the Charterers shall also present promptly their reasons for disputing the balance. Such balance of disputed demurrage, if any, shall be discussed and settled soonest thereafter. <i>Demurrage time bar</i> - Demurrage claims, if any, shall be presented to the Charterers not later than 90 days after completion of discharge with available supporting documents. Any demurrage claim received later than 90 days shall be considered null and void by both parties.	204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222
(ii) As a result of a boycott arising in connection with the business of the Owners; the terms or conditions of employment of the Owners' servants; or employment, trades, or cargoes of the Vessel other than under this Charter Party; or any delay caused by strike or lockout of the Master, officers or crew.;	137 138 139 140 141 142 143	12. Loading and Discharging	223
(iii) Due to restraint or interference in the Vessel's operation by any governmental authority in connection with the ownership, registration, or obligations of the Owners or the Vessel, or in connection with stowaways or with smuggling or other prohibited activities of the Owners' servants, unless such restraint or interference involves the cargo under this Charter Party, or the Charterers, or the shippers or receivers of the cargo and their servants and agents under this Charter Party;	144 145 146 147 148 149 150 151 152 153	The cargo shall be pumped into the Vessel at the expense of and at the risk and peril of the Charterers as far as the Vessel's permanent manifold connections only, and shall be pumped out of the Vessel at the expense of and at the risk and peril of the Owners as far as the Vessel's permanent manifold connections only, where delivery of the cargo shall be deemed to have taken place. Hoses and/or connections for loading and discharging shall be furnished by the Charterers and shall be connected and disconnected by the Charterers or, at the Charterers' request, by the Owners, in either case always at the Charterers' risk and expense. The Vessel shall provide its pumps and the necessary power, as well as the necessary personnel, for discharging in all ports. The Charterers to provide loading and discharging installations always with suitable and adequate facilities allowing the loading and discharging of the cargo specified in PART I. The Owners shall allow, if available, the use of the Vessel's cargo re-heater and/or booster pump, and, if available, the use on board of reducers and/or spool pieces, if needed by the Charterers.	224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247
(iv) Due to break-down, inefficiency, repairs or any other conditions attributable to the Vessel, Master, crew and/or Owners;	154 155 156	13. Freight Payment	248
(v) Due to ballasting/de-ballasting.	157	Freight shall be paid at the rate specified in Box G(i) and calculated on the bill of lading quantity of cargo. Freight shall be due and payable by the Charterers (a) before breaking bulk* or (b) on delivery* and shall be paid as specified in Box G(ii) by telegraphic transfer, without discount.	249 250 251 252 253 254
(vi) Due to the Vessel's failure to have on board a certificate, record, or other document required for trading to the loading and discharge ports.	158 159 160	* (a) and (b) are alternatives. State alternative in Box G(iii) . If Box G(iii) is not appropriately filled in or left blank, alternative (b) shall apply by default.	255 256 257
(b) Unless otherwise agreed in PART I, time used for purging of tanks and/or gassing-up and/or cooling-down shall not count as laytime or demurrage unless such operations are performed by order of the Charterers and/or for their account.	161 162 163 164 165	14. Deadfreight and Seaworthy Trim	258
(c) Delays in berthing for loading or discharging and any delays after berthing which are due to weather conditions shall count as one half laytime or, if on demurrage, at one half demurrage rate.	166 167 168 169	(a) Should the Charterers or their agents fail to supply a cargo quantity as specified in PART I, deadfreight shall be payable in the manner specified for payment	259 260 261
(d) If, after tendering notice of readiness, the Vessel is nevertheless found not to be in all respects ready to load/discharge, the actual time lost thereafter until the Vessel is in fact ready to load/discharge shall not count as laytime or, if the Vessel is already on demurrage, as time on demurrage.	170 171 172 173 174 175		
(e) If demurrage accrues at port(s) or place(s) of loading or discharging by reason of strike or lockout preventing or delaying the Vessel from entering the port or place of loading or discharging or from loading or discharging the cargo, or by reason of fire or explosion or breakdown of the shore machinery of the Charterers or their agents not resulting from negligence on their part or on the part of their servants or agents, the rate of demurrage shall be reduced to one-half for any demurrage thereby incurred. However, in case of delay to the Vessel caused by any such strike, lock-out, fire, explosion or breakdown, commencing or occurring after expiry of the laytime, the full demurrage rate shall apply.	176 177 178 179 180 181 182 183 184 185 186 187 188		
(f) If at time of nomination quarantine is in force at the nominated port or place of loading or discharging, or if quarantine comes into force whilst the Vessel is on demurrage, any time thereby lost by the Vessel shall be paid for by Charterers at the demurrage rate specified in PART I. If, however, quarantine comes into force at such port or place after nomination half the time lost shall count as laytime or demurrage.	189 190 191 192 193 194 195 196		

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of freight in PART I on the difference between the bill of lading quantity and the maximum cargo quantity specified in PART I. However, the Charterers shall not be required to pay deadfreight in excess of the Vessel's full capacity intake based on the nominated grade(s).	262 263 264 265 266	The Charterers shall ensure that adequate fendering and hoses to the satisfaction of the Vessel's Master are provided.	327 328 329
(b) The Charterers shall leave the Vessel in a seaworthy trim and with cargo on board safely stowed to the Master's satisfaction between berths and between ports.	267 268 269 270	Such operations to be carried out in conformity with the provisions of the latest edition of the OCIMF/ICS Ship to Ship Transfer Guide (liquefied gases) but in any case lighterage operations always to be at the discretion of the Vessel's Master and if the Master, at any time, considers that lighterage operations are or become unsafe, then he may order them to be discontinued. All time used in lighterage operations, whether or not they are discontinued, shall count as laytime or time on demurrage. If the Owners are obliged to extend their existing insurance policies to cover lighterage operations or incur any other additional cost/expense, the Charterers shall reimburse the Owners for any additional premium or cost/expense incurred.	330 331 332 333 334 335 336 337 338 339
Any expenses resulting therefrom shall be for the Charterers' account and any time lost shall count as laytime.	271 272 273	The Charterers shall be responsible for all costs and charges in respect of equipment needed to perform such lighterage operations, and shall obtain any and all relevant permissions from proper authorities to perform lightering and all expenses in this connection shall also be for the Charterers' account.	340 341 342 343 344 345 346 347 348 349
15. Lien	274	19. Cargo Temperature	350
The Owners shall have a lien on the cargo and all sub-freights payable in respect of the cargo for freight, deadfreight, demurrage, claims for damages and for all other amounts due under this Charter Party including costs of recovering same.	275 276 277 278 279	The Charterers shall supply, and the Vessel shall discharge, the cargo at a temperature and/or pressure as stated in PART I.	351 352 353
16. Dues, Wharfage, Taxes	280	20. Half Percent Loss	354
Save for those hereinafter mentioned, dues and other charges levied against the Vessel shall be paid by the Owners, and dues and other charges levied against the cargo shall be paid by the Charterers. Without prejudice to the foregoing, unless otherwise provided for under the terms of any freight rate(s) specified in PART I, the Owners shall not be liable for any wharfage, dock dues, quay dues, habilitation taxes or other taxes, assessments or charges calculated on the basis of the quantity of cargo loaded or discharged, or for Customs' overtime, taxes on freight and any unusual taxes, assessments or governmental charges in force at the date of this Charter Party or becoming effective prior to its completion, either on the Vessel or on the freight, and whether or not measured by the quantity or volume of the cargo.	281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296	Where the Vessel/Owners are liable for loss or shortage of cargo under this Charter Party or any bill(s) of lading issued hereunder, they shall be responsible only for that part of the loss or shortage that exceeds half of one percent (0.5%) of the aggregated quantity stated in the Bill of Lading.	355 356 357 358 359 360
17. Shifting	297	Furthermore, the Vessel/Owners' liability for loss or shortage of cargo, if any, shall be limited to the Charterers' documented FOB price plus freight, if paid. The Vessel's gauges shall be used for intake and outturn figures in order to determine any loss, such figures to be verified by an independent inspector. For the purpose of this Clause, the same density tables shall be used by the surveyors in determining loaded and discharged quantities.	361 362 363 364 365 366 367 368 369
The Charterers shall have the right to load and/or discharge at more than one location at each port on payment of all expenses incurred in moving the Vessel from the first to the second and any subsequent location(s), including any bunkers consumed whilst shifting and any dues, costs or expenses incurred in excess of those which would have been incurred if all the cargo had been loaded or discharged at the first location only. Time used in shifting between such locations shall count as laytime.	298 299 300 301 302 303 304 305 306 307	21. Deviation	370
18. Lighterage	308	The Vessel shall have the liberty to proceed via any route, to call at any port or ports whatsoever in any order in or out of the route, to sail with or without pilots, to tow or be towed, and to deviate for the purpose of saving life or property or of landing any ill or injured person on board or for bunkers or for any other reasonable purpose. The exercise of any liberty in this Clause shall form part of the agreed voyage.	371 372 373 374 375 376 377 378
Should the Charterers, pursuant to Clause 2 , nominate loading and/or discharging by lighterage operations the following provisions shall apply:	309 310 311	22. BIMCO General Ice Clause for Voyage Charter Parties	379
In the event lighterage is required, it shall be at the Charterers' risk, cost and expense and the Charterers shall provide a safe and protected area for the conduct of such lighterage operation where the Vessel can safely proceed to, lie and depart from, always afloat but always subject to the Master's approval.	312 313 314 315 316 317	The Vessel shall not be obliged to force ice but, subject to the Owners' approval having due regard to its size, construction and class, may follow ice-breakers.	380 381 382 383
The Charterers shall give the Owners at least 7 days notice of commencement of such operation. The lighterage vessel(s) involved are subject to the Owners' approval, which shall not be unreasonably withheld.	318 319 320 321	(a) Port of Loading	384
In the event that the Owners conduct a physical inspection of the intended lighterage vessel(s) prior to giving approval, any reasonable delays, costs or expenses resulting from such inspection shall be for the Charterers' account.	322 323 324 325 326	(i) If at any time after setting out on the approach voyage the Vessel's passage is impeded by ice, or if on arrival the loading port is inaccessible by reason of ice, the Master or Owners shall notify the Charterers thereof and request them to nominate a safe and accessible alternative port. If the Charterers fail within 48 running hours,	385 386 387 388 389 390 391

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Sundays and holidays included, to make such nomination or agree to reckon laytime as if the port named in the contract were accessible or declare that they cancel the Charter Party, the Owners shall have the option of cancelling the Charter Party. In the event of cancellation by either party, the Charterers shall compensate the Owners for all proven loss of earnings under this Charter Party.	392 393 394 395 396 397 398 399 400			
(ii) If at any loading port the Master considers that there is a danger of the Vessel being frozen in, and provided that the Master or Owners immediately notify the Charterers thereof, the Vessel may leave with cargo loaded on board and proceed to the nearest safe and ice free place and there await the Charterers' nomination of a safe and accessible alternative port within 24 running hours, Sundays and holidays excluded, of the Master's or Owners' notification. If the Charterers fail to nominate such alternative port, the Vessel may proceed to any port(s), whether or not on the customary route for the chartered voyage, to complete with cargo for the Owners' account.	401 402 403 404 405 406 407 408 409 410 411 412 413 414			
(b) Port of Discharge	415			
(i) If the voyage to the discharging port is impeded by ice, or if on arrival the discharging port is inaccessible by reason of ice, the Master or Owners shall notify the Charterers thereof. In such case, the Charterers shall have the option of keeping the Vessel waiting until the port is accessible against paying compensation in an amount equivalent to the rate of demurrage or of ordering the Vessel to a safe and accessible alternative port.	416 417 418 419 420 421 422 423 424 425			
If the Charterers fail to make such declaration within 48 running hours, Sundays and holidays included, of the Master or Owners having given notice to the Charterers, the Master may proceed without further notice to the nearest safe and accessible port and there discharge the cargo.	426 427 428 429 430 431			
(ii) If at any discharging port the Master considers that there is a danger of the Vessel being frozen in, and provided that the Master or Owners immediately notify the Charterers thereof, the Vessel may leave with cargo remaining on board and proceed to the nearest safe and ice free place and there await the Charterers' nomination of a safe and accessible alternative port within 24 running hours, Sundays and holidays excluded, of the Master's or Owners' notification. If the Charterers fail to nominate such alternative port, the Vessel may proceed to the nearest safe and accessible port and there discharge the remaining cargo.	432 433 434 435 436 437 438 439 440 441 442 443 444			
(iii) On delivery of the cargo other than at the port(s) named in the contract, all conditions of the Bill of Lading shall apply and the Vessel shall receive the same freight as if discharge had been at the original port(s) of destination, except that if the distance of the substituted port(s) exceeds 100 nautical miles, the freight on the cargo delivered at the substituted port(s) shall be increased proportionately.	445 446 447 448 449 450 451 452 453			
23. Agency	454			
The Owners shall nominate and appoint agents at port(s) or place(s) of loading and discharging.	455 456			
24. Exception Clause	457			
		(a)	(i) The Vessel, the Master and Owners shall not, unless otherwise provided in this Charter Party, be responsible for any loss or damage, or delay or failure in performing hereunder, arising or resulting from: any act, neglect or default of the Master, pilots, mariners or other servants of the Owners in the navigation or management of the Vessel; fire, unless caused by the personal act or neglect of the Owners; collision; stranding or peril, danger or accident of the sea or other navigable waters; saving or attempting to save life or property; any act or omission of the Charterers or owner, shipper or consignee of the cargo, their agents or representatives; explosion, bursting of boilers, breakage of shafts, or any latent defect in hull, equipment or machinery; unseaworthiness of the Vessel unless caused by want of due diligence on the part of the Owners to make the Vessel seaworthy or to have her properly manned, equipped and supplied; or from any other cause of whatsoever kind arising without the actual fault or privity of the Owners.	458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479
		(ii)	Furthermore the Owners shall not be responsible for: (1) loss or damage arising from inherent defect, quality or vice of the cargo; (2) any admixture if more than one quality of gas is shipped outside of the Vessel's natural segregation; (3) leakage, contamination, or deterioration in quality of the cargo unless caused by unseaworthiness existing at the time of loading or at the inception of the voyage which was discoverable by the exercise of due diligence, or error or fault of the servants of the Owners in the loading, care or discharge of the cargo; (4) barratry of Master, officers and crew.	480 481 482 483 484 485 486 487 488 489 490 491 492 493 494
		(b)	Neither the Vessel nor Master or Owners, nor the Charterers, shall, unless otherwise in this Charter Party expressly provided, be responsible for any loss or damage or delay or failure in performing hereunder, arising or resulting from:- Act of God; act of war; act of terrorism; perils of the seas; act of public enemies, pirates or assailing thieves; arrest or restraint of princes, rulers or people; or seizure under legal process provided bond is promptly furnished to release the Vessel or cargo; strike or lockout or stoppage or restraint of labour from whatever cause, either partial or general; or riot or civil commotion.	495 496 497 498 499 500 501 502 503 504 505 506
		(c)	This Clause and the exceptions contained herein shall apply at any time after the date of the Charter Party whether or not the approach voyage contemplated in Clause 2(a) herein has commenced.	507 508 509 510
25. Bills of Lading	511			
Bills of Lading are to be signed as presented without prejudice to this Charter Party, and Charterers hereby indemnify Owners against all liabilities that may arise from the signing of Bills of Lading as presented to the extent that the terms of such Bills of Lading impose more onerous liabilities upon Owners than those assumed by Owners under the terms of this Charter Party.	512 513 514 515 516 517 518 519			
Neither the Owners nor their servants shall be required to sign or endorse Bills of Lading showing freight prepaid unless and until the freight due to Owners has actually been paid.	520 521 522 523			

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26. Protective Clauses	524	the Carrier or his agents may deem sufficient to cover	592
The following clauses shall apply to all Bills of Lading issued under this Charter Party and to this Charter Party:	525	the estimated contribution of the goods and any salvage and special charges thereon shall, if required, be made by the goods, Shippers, Consignees or owners of the goods to the Carrier before delivery.	593
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	527		595
(a) BIMCO General Clause Paramount	528	(d) War Risks (VOYWAR 2004)	596
The International Convention for the Unification of certain Rules of Law relating to Bills of Lading signed at Brussels on 24 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 Contract. 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.	529		597
	530	(a) For the purpose of this Clause, the words:	598
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 Contract 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 apply compulsorily to this Contract. 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 Contract. 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.	531	(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	599
	532		600
	533	(ii) "War Risks" shall include any actual, threatened or reported:	601
	534	War; act of war; civil war; hostilities; revolution; rebellion; civil commotion; warlike operations; laying of mines; acts of piracy; acts of terrorists; acts of hostility or malicious damage; blockades (whether imposed against all vessels or imposed selectively against vessels of certain flags or ownership, or against certain cargoes or crews or otherwise howsoever); by any person, body, terrorist or political group, or the Government of any state whatsoever, which, in the reasonable judgement of the Master and/or the Owners, may be dangerous or are likely to be or to become dangerous to the Vessel, her cargo, crew or other persons on board the Vessel.	602
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	551	(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 within a range of ports, and at the port or ports nominated by the Charterers the Vessel, her cargo, crew, or other persons on board 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.	619
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	575	(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	643
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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 fulfillment 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.	660 661 662 663 664 665 666 667 668 669 670 671 672 673 674 675 676 677		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;	728 729 730 731 732 733
(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.	678 679 680 681 682 683 684 685 686 687 688 689 690 691 692 693 694	(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;	734 735 736 737
(e) (i) The Owners may effect war risks insurance in respect of the Hull and Machinery of the Vessel and their other interests (including, but not limited to, loss of earnings and detention, the crew and their Protection and Indemnity Risks), and the premiums and/or calls therefor shall be for their account.	695 696 697 698 699 700 701	(iii)	to comply with the terms of any resolution of the Security Council of the United Nations, the effective orders of any other Supranational body which has the right to issue and give the same, and with national laws aimed at enforcing the same to which the Owners are subject, and to obey the orders and directions of those who are charged with their enforcement;	738 739 740 741 742 743 744 745
(ii) If the Underwriters of such insurance should require payment of premiums and/or calls because, pursuant to the Charterers' orders, or in order to fulfil the Owners' obligation under this Charter Party, the Vessel is within, or is due to enter and remain within, or pass through any area or areas which are specified by such Underwriters as being subject to additional premiums because of War Risks, then the actual premiums and/or calls paid shall be reimbursed by the Charterers to the Owners within 14 days after receipt of the Owners' invoice. If the Vessel discharges all of her cargo within an area subject to additional premiums as herein set forth, the Charterers shall reimburse the Owners for the actual additional premiums paid which may accrue from completion of discharge until the Vessel leaves such area or areas referred to above. The Owners shall leave the area as soon as possible after completion of discharge.	702 703 704 705 706 707 708 709 710 711 712 713 714 715 716 717 718 719 720 721	(iv)	to discharge at any other port any cargo or part thereof which may render the Vessel liable to confiscation as a contraband carrier;	746 747 748
(f) The Vessel shall have liberty:-	722	(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;	749 750 751 752 753
(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	723 724 725 726 727	(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.	754 755 756 757 758 759 760
		(g)	If in compliance with any of the provisions of sub-clauses (b) to (f) of this Clause anything is done or not done, such shall not be deemed to be a deviation, but shall be considered as due fulfilment of the Charter Party.	761 762 763 764 765
		27. Subletting/Assigning		766
		Subject to the Owners' approval, which shall not be unreasonably withheld, 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.		767 768 769 770 771 772
		28. BIMCO ISPS/MTSA Clause for Voyage Charter Parties 2005		773 774
		(a) (i) The Owners shall comply with the requirements of the International Code for the Security of Ships and of Port Facilities and the relevant amendments to Chapter XI of SOLAS (ISPS Code) relating to the Vessel and "the Company" (as defined by the ISPS Code). If trading to or from the United States or passing through United States waters, the Owners shall also comply with the requirements of the US Maritime Transportation Security Act 2002 (MTSA) relating to the Vessel and the "Owner" (as defined by the MTSA).		775 776 777 778 779 780 781 782 783 784 785
		(ii) Upon request the Owners shall provide the Charterers with a copy of the relevant International Ship Security Certificate (or the Interim International Ship Security Certificate) and the full style contact details of the Company Security Officer (CSO).		786 787 788 789
		(iii) Loss, damages, expense or delay (excluding consequential loss, damages, expense or delay) caused by failure on the part of the Owners or		790 791 792 793

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"the Company"/"Owner" to comply with the requirements of the ISPS Code/MTSA or this Clause shall be for the Owners' account, except as otherwise provided in this Charter Party.	794 795 796 797	other party appoints its own arbitrator and gives notice that it has done so within the 14 days specified. If the other party does not appoint its own arbitrator and give notice that it has done so within the 14 days specified, the party referring a dispute to arbitration may, without the requirement of any further prior notice to the other party, appoint its arbitrator as sole arbitrator and shall advise the other party accordingly. The award of a sole arbitrator shall be binding on both parties as if he had been appointed by agreement.	861 862 863 864 865 866 867 868 869 870
(b) (i) The Charterers shall provide the Owners and the Master with their full style contact details and, upon request, any other information the Owners require to comply with the ISPS Code/MTSA.	798 799 800 801	Nothing herein shall prevent the parties agreeing in writing to vary these provisions to provide for the appointment of a sole arbitrator.	871 872 873
(ii) Loss, damages or expense (excluding consequential loss, damages or expense) caused by failure on the part of the Charterers to comply with this Clause shall be for the Charterers' account, except as otherwise provided in this Charter Party, and any delay caused by such failure shall count as laytime or time on demurrage.	802 803 804 805 806 807 808	In cases where neither the claim nor any counterclaim exceeds the sum of US\$50,000 (or such other sum as the parties may agree) the arbitration shall be conducted in accordance with the LMAA Small Claims Procedure current at the time when the arbitration proceedings are commenced.	874 875 876 877 878 879
(c) Provided that the delay is not caused by the Owners' failure to comply with their obligations under the ISPS Code/MTSA, the following shall apply:	809 810 811	*) (b) This Charter Party shall be governed by and construed in accordance with Title 9 of the United States Code and the Maritime Law of the United States and any dispute arising out of or in connection with this Charter Party shall be referred to three persons at New York, one to be appointed by each of the parties hereto, and the third by the two so chosen; their decision or that of any two of them shall be final, and for the purposes of enforcing any award, judgement may be entered on an award by any court of competent jurisdiction. The proceedings shall be conducted in accordance with the rules of the Society of Maritime Arbitrators, Inc.	880 881 882 883 884 885 886 887 888 889 890 891 892
(i) Notwithstanding anything to the contrary provided in this Charter Party, the Vessel shall be entitled to tender Notice of Readiness even if not cleared due to applicable security regulations or measures imposed by a port facility or any relevant authority under the ISPS Code/MTSA.	812 813 814 815 816 817	In cases where neither the claim nor any counterclaim exceeds the sum of US\$50,000 (or such other sum as the parties may agree) the arbitration shall be conducted in accordance with the Shortened Arbitration Procedure of the Society of Maritime Arbitrators, Inc. current at the time when the arbitration proceedings are commenced.	893 894 895 896 897 898
(ii) Any delay resulting from measures imposed by a port facility or by any relevant authority under the ISPS Code/MTSA shall count as laytime or time on demurrage, unless such measures result solely from the negligence of the Owners, Master or crew or the previous trading of the Vessel, the nationality of the crew or the identity of the Owners' managers.	818 819 820 821 822 823 824 825	*) (c) This Charter Party shall be governed by and construed in accordance with the laws of the place mutually agreed by the parties and any dispute arising out of or in connection with this Charter Party shall be referred to arbitration at a mutually agreed place, subject to the procedures applicable there.	899 900 901 902 903 904
(d) Notwithstanding anything to the contrary provided in this Charter Party, any costs or expenses whatsoever solely arising out of or related to security regulations or measures required by the port facility or any relevant authority in accordance with the ISPS Code/MTSA including, but not limited to, security guards, launch services, vessel escorts, security fees or taxes and inspections, shall be for the Charterers' account, unless such costs or expenses result solely from the negligence of the Owners, Master or crew or the previous trading of the Vessel, the nationality of the crew or the identity of the Owners' managers. All measures required by the Owners to comply with the Ship Security Plan shall be for the Owners' account.	826 827 828 829 830 831 832 833 834 835 836 837 838 839	(d) Notwithstanding (a), (b) or (c) above, the parties may agree at any time to refer to mediation any difference and/or dispute arising out of or in connection with this Charter Party.	905 906 907 908
(e) If either party makes any payment which is for the other party's account according to this Clause, the other party shall indemnify the paying party.	840 841 842	In the case of a dispute in respect of which arbitration has been commenced under (a), (b) or (c) above, the following shall apply:-	909 910 911
29. BIMCO Dispute Resolution Clause	843	(i) Either party may at any time and from time to time elect to refer the dispute or part of the dispute to mediation by service on the other party of a written notice (the "Mediation Notice") calling on the other party to agree to mediation.	912 913 914 915 916
*) (a) 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. 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. 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	844 845 846 847 848 849 850 851 852 853 854 855 856 857 858 859 860	(ii) The other party shall thereupon within 14 calendar days of receipt of the Mediation Notice confirm that they agree to mediation, in which case the parties shall thereafter agree a mediator within a further 14 calendar days, failing which on the application of either party a mediator will be appointed promptly by the Arbitration Tribunal ("the Tribunal") or such person as the Tribunal may designate for that purpose. The mediation shall be conducted in such place and in accordance with such procedure and on such terms as the parties may agree or, in the event of disagree-	917 918 919 920 921 922 923 924 925 926 927 928

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	929	sub-clause (a) of this Clause shall apply. Sub-clause	958
(iii) If the other party does not agree to mediate, that	930	(d) shall apply in all cases.	959
fact may be brought to the attention of the Tribunal	931	*) <i>Sub-clauses (a), (b) and (c) are alternatives; indicate</i>	960
and may be taken into account by the Tribunal	932	<i>alternative agreed in Box K.</i>	961
when allocating the costs of the arbitration as	933		
between the parties.	934	30. BIMCO Notices Clause	962
(iv) The mediation shall not affect the right of either	935	(a) All notices given by either party or their agents	963
party to seek such relief or take such steps as it	936	to the other party or their agents in accordance with	964
considers necessary to protect its interest.	937	the provisions of this Charter Party shall be in writing.	965
(v) Either party may advise the Tribunal that they	938	(b) For the purposes of this Charter Party, "in writing"	966
have agreed to mediation. The arbitration	939	shall mean any method of legible communication. A	967
procedure shall continue during the conduct of	940	notice may be given by any effective means including,	968
the mediation but the Tribunal may take the	941	but not limited to, cable, telex, fax, e-mail, registered	969
mediation timetable into account when setting the	942	or recorded mail, or by personal service.	970
timetable for steps in the arbitration.	943		
(vi) Unless otherwise agreed or specified in the	944	31. Charter Party Administration Clause (Optional)	971
mediation terms, each party shall bear its own	945	This Clause is optional and shall only apply where	972
costs incurred in the mediation and the parties	946	the parties have specifically agreed in the fixing	973
shall share equally the mediator's costs and	947	confirmation (in the form of PART I or similar document).	974
expenses.	948	The Charter Party terms and conditions are evidenced	975
(vii) The mediation process shall be without prejudice	949	by the fixing confirmation (which shall include the	976
and confidential and no information or documents	950	negotiated terms in full and all amendments, additions	977
disclosed during it shall be revealed to the Tribunal	951	and deletions, if any, to GASVOY 2005) sent by the	978
except to the extent that they are disclosable	952	brokers and approved by the parties. Such approval	979
under the law and procedure governing the	953	shall be confirmed in writing by return to the brokers.	980
arbitration.	954	The brokers shall then confirm receipt of said	981
<i>(Note: The parties should be aware that the mediation</i>	955	confirmation to both parties promptly in writing. Except	982
<i>process may not necessarily interrupt time limits.)</i>	956	as requested in writing by either the Owners or the	983
(e) If Box K in PART I is not appropriately filled in,	957	Charterers there shall be no formal written and signed	984
		Charter Party.	985

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