

Otherwise see
 Part II Cl. No.:

1. Preamble

(a) *Subject of Contract.* - It is hereby agreed between the Owners and the Charterers that the Vessel shall be presented at the loading port or so near thereunto as she may safely get and lie always afloat, and there - being in every respect fitted for carriage of the agreed cargo - shall load the cargo, which the Charterers bind themselves to supply, and carry it with all possible despatch (unless economic speed to conserve fuel expressly agreed) to the port of discharge or so near thereunto as she may safely get and lie always afloat, and deliver it there. Carriage under this Charter shall be performed against payment of freight and in accordance with the terms contained herein.

(b) *Identity of Parties.* - Parties described in Cl. 2 as Owners or (Time-)Chartered Owners or Disponents Owners or Disponents (hereinafter called 'Owners') and in Cl. 3 as Charterers - shall each be deemed to be a Party to this Charter, and no evidence shall be admissible to show that they have contracted merely as agents.

(c) *Construction of the Charter.* - This charter consists of PART I and PART II. Typewritten provisions of PART I (and of the Rider, if any) shall prevail over printed provisions of this Preamble and of PART II to the extent of any conflict between them.

2. Owners

tlx. No.

3. Charterers

tlx. No.

4. Vessel name

GRT-NRT DWAT*/DWCC* built flag now

UMS: GT-NT

further particulars

...go battens: not required*/required*

5. Cargo full*/part* cargo of

% more
less at Owner's option, exact quantity being declarable (when)

43(c) of which may be carried on deck

19(b) completion cargo: allowed*/not allowed*

6. Laydays not to commence before CANCELLING DATE

7. Loading (a) port(s)/berth(s)

(b) Vsl's max draught loaded sw*/bw*/fw*
 (c) daily rate*/total laytime*
 (d) shore winch/cranemen for account (e) dunnage for
 (f) Shippers

SHINC*/SHEX*
account

(g) cost load

8. Discharge (a) port(s)/berth(s) (f) cost discharge

(b) Vsl's max arrival draught sw*/bw*/fw*
 (c) daily rate*/total laytime*
 (e) Consignees (d) shore winch/cranemen

SHINC*/SHEX*
account

Recommended by
 the Documentary Council of The Baltic and
 International Maritime Conference, Copenhagen and
 the Documentary Committee of the General
 Council of British Shipping, London

*delete the inapplicable

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PART I-2

20	<p>9. Advance Notices which Owners are to give to following addressee(s)</p> <p>(a) port of loading - running days of approx date*, to - running days of definite date*, to - running hrs ETA, to</p> <p>(b) port of discharge sailing telg. from (last)load port, to ETA disch port hrs, to</p>	35 36 37 38 39 40 41 42
26 27(a) 27(b) 27(a)-(g)	<p>10. Time Counting: Loading</p> <p>(a) NOR: 24 hrs SHINC*/24 hrs SHEX*/within office hrs SHEX*</p> <p>(b) commencement: upon NOR*/from 13.00 or 08.00 hrs* (or other times agreed)</p> <p>(c) intervals: weekend from hrs on to hrs on holiday from hrs on day preceding holiday to hrs on day after holiday</p> <p><i>other agreements</i></p>	43 44 45 46 47
26 27(a) 27(b) 27(a)-(g)	<p>11. Time Counting: Discharge</p> <p>(a) NOR: 24 hrs SHINC*/24 hrs SHEX*/within office hrs SHEX*</p> <p>(b) commencement: upon NOR*/from 13.00 or 08.00 hrs* (or other times agreed)</p> <p>(c) intervals: weekend from hrs on to hrs on holiday from hrs on day preceding holiday to hrs on day after holiday</p> <p><i>other agreements</i></p>	48 49 50 51 52
36	<p>12. Freight rate per on quantity</p> <p><i>when payable, currency beneficiary, bank, deductions, etc.</i></p>	53
42	<p>13. Demurrage per running day or pro rata</p> <p>(a) load: rate payable by Charterers</p> <p>(b) disch: rate payable by Charterers</p> <p>Despatch Money on working time (laytime) saved</p> <p>(a) load: rate payable to Charterers</p> <p>(b) disch: rate payable to Charterers</p> <p><i>state also when payable & currency</i></p>	54 55 56 57 58 59
37, 38	<p>14. Taxes (on Freight etc.), SPECIAL DUES, EXTRA INSURANCE (specify name & by whom payable)</p>	60
50	<p>15. Arbitration (place, tribunal/rules, law)</p>	61
51	<p>16. Brokerage % payable to</p>	62
	<p>17. Additional Clauses deemed to be incorporated in this Charter: No. to No.</p>	63

For the Owners

For the Charterers

**UNIVERSAL VOYAGE CHARTER PARTY 1984
(Revised Voyage Charter Party 1964)
Code Name: NUVOY-84**

PART II

Remark		
Actual agreements that are at variance with the printed text of PART II -to be entered by typing in PART I or in the Rider (not in the printed text of PART II). Sub-clauses marked with an asterisk (*) are optional alternatives. The heading of the Sub-clause actually agreed - to be entered by typing in the relevant Clause of PART I, whereby all other alternatives in PART II shall become inapplicable.		
VESSEL and CARGO		
18. Vessel	64	
(a) <i>Prerequisites</i> . - Owners shall ensure that:	65	
(aa) (class) the Vessel be classed Lloyd's Register 100 A 1 or equivalent, and Owners shall exercise due diligence to maintain that class throughout the performance of this Charter,	66	
(ab) (technical requirements) the Vessel be equipped to meet the technical requirements as specified in Cl. 4,	67	
(ac) (compliance with regulations etc.) the Vessel and her Master and crew will comply with all safety, health and other statutory rules, regulations and internationally recognized requirements as are necessary to secure safe and unhindered loading, performance of the voyage and discharge of the cargo.	68	
(b) <i>Substitution</i> . - If in Cl. 4 Owners have expressly been given liberty to provide a substitute vessel, such substitute shall be in all respects equivalent to the Vessel named in this Charter.	69	
19. Cargo	70	
(a) <i>Warranty</i> . Charterers warrant that - unless otherwise specified in Part I - the cargo referred to in Cl. 5 is non-dangerous for carriage according to applicable safety regulations including IMO Code(s).	71	
(b) <i>Completion</i> . - If in Cl. 5 Owners have been given an option of completing with other cargo, the latter must in no way be detrimental to cargo under this Charter and is to be effectively separated therefrom at Owners' expense.	72	
LOADING	73	
20. Advance notices	74	
(a) <i>Approximate date</i> . - Shippers are to receive from Owners a written notice stating the approximate date of Vessel's readiness to load, containing also Vessel's name and the approximate quantity of cargo required.	75	
(b) <i>Definite date</i> . - Shippers are to receive from Owners a written notice of the definite date of Vessel's readiness to load, containing also Vessel's name and the approximate quantity of cargo required.	76	
The definite date of Vessel's readiness to load shall not be earlier than the approximate date.	77	
In the event of Owners giving a too short notice of the definite loading date, commencement of the laytime shall be postponed by the number of days by which the notice has fallen short of the period agreed in Cl. 9.	78	
See also Cl. 27 'd' (Earlier commencement).	79	
(c) <i>ETA</i> . - The Master shall despatch to Shippers an E(xpected) T(ime of) A(rival) message as per Cl. 9, or - if Vessel lying at the port of loading - shall give to Shippers a 48-hours notice of Vessel's expected readiness to load the cargo under this Charter.	80	
(d) <i>Alteration in readiness</i> . - Shippers are to be kept advised of any alteration in Vessel's expected readiness to load.	81	
21. Cost (always subject to Cl. 33: Overtime)	82	
* (a) <i>Free in and stowed/trimmed</i> . - Charterers shall load and stow/trim the cargo on board the Vessel free of expense to Owners.	83	
Stowage includes the lashing and/or securing of the cargo.	84	
* (b) <i>Free in and spout/grab trimmed</i> . - Charterers shall load/dump the cargo into Vessel's holds and trim it mechanically with shore spout, or (at Charterers' option) with shore grabs at their expense. Any extra trimming and/or levelling as required by Master shall be for Owners' account and time so used not to count as laytime or demurrage.	85	
* (c) <i>Gross terms</i> . - Charterers shall bring the cargo alongside the Vessel under hook unslung, or under grab, at their expense, and Owners shall sling, hook up, load and stow/trim the cargo at their expense.	86	
22. Cargo battens	87	
* (a) <i>Required</i> . - Before tendering Master's notice of readiness, the Vessel to have cargo battens fitted.	88	
* (b) <i>Not required</i> . - Before tendering Master's notice of readiness, the Vessel to have cargo battens removed, failing which Charterers or their agents shall not be held responsible for any damage to battens during loading/discharge.	89	
23. Dunnage	90	
* (a) <i>For Charterers' account</i> . Charterers shall provide and lay all dunnage material as required by Master for proper stowage and protection of the cargo, Owners allowing the use of all dunnage available on board. Dunnage shall be laid in accordance with Master's instructions.	91	
In the absence of disposal instructions from Charterers, Master shall have liberty to dispose of the dunnage upon discharge. Any proved cost incurred thereby to be refunded by Charterers.	92	133
* (b) <i>For Owners' account</i> . - Owners shall provide and lay all dunnage material required for proper stowage and protection of the cargo.	93	134
24. Separation (see also Cl. 40 'b': Bs/L - Separate delivery)	94	136
Charterers have the right to ship parcels of different description and/or for different Consignees in separate compartments within Vessel's natural segregation provided that such stowage, carriage and discharge are compatible with Vessel's seaworthiness, and provided that such separation does not affect Owners' right to receive the quantity of cargo as per Cl. 5.	95	137
Charterers shall provide and lay all material as required by Master for proper separation of various parcels within Vessel's compartments, Owners allowing the use of all separation material available on board. Separation shall be laid in accordance with Master's instructions.	96	138
DISCHARGE	97	141
25. Cost (always subject to Cl. 33: Overtime)	98	142
* (a) <i>Free out (or: Free discharge)</i> . - Charterers shall discharge the cargo from Vessel's holds, including shovel-cleaning, free of expense to Owners.	99	143
* (b) <i>Gross terms</i> . - Owners shall discharge the cargo from Vessel's holds, and place it unhooked and unslung, or dumped by grab, alongside the Vessel at their expense, and Charterers shall take the cargo from there at their expense.	100	144
LOADING and DISCHARGE	101	145
26. Notice of readiness (NOR)	102	154
(a) <i>In port</i> . - When the Vessel - on arrival at the port - is in all respects ready (whether in loading/discharging berth or not) to load/discharge the cargo under this Charter at each port of loading/discharge the Master shall tender to Shippers/Consignees a written notice of Vessel's readiness to load/discharge, stating at loading port(s) the quantity of cargo required.	103	155
Such notice to be tendered:	104	156
* (aa) <i>24 hrs SHINC</i> : at any time, day or night, Sundays (or their local equivalents) and holidays included,	105	157
* (ab) <i>24 hrs SHEX</i> : at any time, day or night, Sundays (or their local equivalents) and holidays excepted,	106	158
* (ac) <i>within office hrs SHEX</i> : within ordinary office hours, Sundays (or their local equivalents) and holidays excepted.	107	159
(b) <i>Off port</i> (not applicable in 'berth' charters). - If - on Vessel's arrival off the port of loading/discharge - Charterers or their agents have not indicated a readily accessible loading/discharging berth, the Master shall be entitled to tender a written notice of readiness (as per 'a' hereabove) from such place of arrival, whether cleared at customs or not, whether in free pratique or not.	108	160
However, if at that time the Vessel should be prevented from entering the port by reason of Vessel's inefficiency or of other hindrances which constitute Owners' usual hazards - notice of readiness may not be tendered until such hindrances have ceased to exist.	109	161
27. Time counting	110	162
(a) <i>Commencement</i> . - Laytime for loading/discharge shall commence to count:	111	163
* (aa) <i>upon NOR</i> : on tendering Master's notice of readiness to Shippers/Consignees or their agents	112	164
* (ab) <i>from 13.00 or 08.00 hrs</i> : at 13.00 hrs if Master's notice of readiness tendered to Shippers/Consignees or their agents before noon, or at 08.00 hrs next working day if notice tendered within office hours after noon.	113	165
Such notice time not to apply to second/subsequent port(s) of loading/discharge, where laytime always to count upon tendering Master's notice of readiness.	114	166
Unless with Charterers' consent, laytime at loading port not to commence counting earlier than on the day of the definite loading date given as per Cl. 20 'b'.	115	167
(b) <i>Excepted periods</i> (not applicable if SHINC terms agreed). - Sundays (or their local equivalents) and legal holidays to be excepted unless used, in which event actual time used shall count.	116	168
Periods indicated in Cl. 10 'c' (Loading: intervals) and in Cl. 11 'c' (Discharge: intervals) to be treated as Sunday or holiday time.	117	169
(c) <i>Weather hindrances</i> . - Laytime shall not count when the loading/discharge of cargo into/from the Vessel under this Charter is actually prevented by adverse weather conditions.	118	170
(d) <i>Earlier commencement</i> . - Notwithstanding provisions of Cl. 20'b(Definite date) and of Cl. 27 'a', if the loading/discharge has started before the commencement of laytime, actual time used shall count in this period.	119	171
(e) <i>Waiting off port</i> . - If the notice of readiness as per Cl. 26 'b' (Off port) has been tendered while the Vessel was off the port, the laytime shall commence counting and shall count as if she were in berth.	120	172
The time of shifting to the loading/discharging berth or to a waiting berth in port shall not count.	121	173
After berthing, the actual time lost until the Vessel is in fact ready in all respects to load/discharge (incl. customs clearance, and free pratique if applicable) shall not count as laytime or time on demurrage.	122	174
(f) <i>Termination</i> . - Laytime/demurrage shall cease counting on completion of loading (incl. trimming/stowage/lashing/securing) respectively discharge	123	175

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(incl. shovel-cleaning and/or discharge of Charterers' dunnage), or draught survey, or repairs of stevedore damage as per Cl. 34'c'- whichever may be later.	213	(a) <i>Procedure of claiming.</i> - Whenever the Vessel has sustained damage (beyond ordinary wear and tear, and except Owners' failure under Cl. 30 'b': Sheathing) caused by stevedores, Owners shall endeavour to obtain the stevedores' written acknowledgement of liability and to settle stevedore damage claims direct with the stevedores. Failing such settlement, Owners shall immediately lodge their claim in writing with Shippers at loading port and/or with Consignees at port of discharge, and shall endeavour to settle their claim with the latter parties.	290 291 292 293 294 295 296 297
(g) <i>Inefficiency etc.</i> - Time lost due to inefficiency or any other cause 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.	216 217 218	(b) <i>Chaderers' responsibility.</i> - If not settled as under 'a', Charterers shall be ultimately responsible for stevedore damage. Owners to notify such damage to them by telex/telegram immediately after occurrence, or as soon as noticed, possibly before Vessel's departure from the port where damage has occurred, but latest by completion of discharge.	298 299 300 301 302
28. Hatches - opening/closing	219	(c) <i>Repairs.</i> - Stevedores or cargo interests concerned may perform the repairs at any time before Vessel's departure from the port where damage has occurred. The time of repairs to count as laytime or time on demurrage.	303 304 305
At each port of loading/discharge, the first opening and the last closing of hatches, including removal and replacement of beams, shall be effected at Owners' expense and time shall not count, while	220 221 222	(d) <i>Minor damage.</i> - Minor damage, not affecting Vessel's seaworthiness and/or cargoworthiness, to be mutually agreed as to value, which amount to be promptly paid without Vessel being detained. In such case no further compensation for time of repairs shall be due to Owners.	306 307 308 309
- (if free in and/or free out terms agreed) any other opening/closing as required by Master shall be effected by shore labour at Charterers' expense and time to count, or	223 224 225	35. Shore tally	310
- (if gross terms loading and/or discharge agreed) any other opening/closing shall be effected at Owners' expense and time not to count.	226 227	If shore tally has been ordered by Owners, it shall be arranged and paid for by Owners. If shore tally has been ordered by any other party, or if it is compulsory, it shall be paid for by Charterers or their agents.	311 312 313
29. Vessel's cargo gear (not applicable if in Cl. 4 Vessel described as gearless)	228	PAYMENTS	314
(a) <i>Cargo handling gear.</i> - Owners shall always give free use, throughout the duration of loading/discharge, of all Vessel's cargo handling gear and of sufficient motive power to operate all cargo handling gear simultaneously.	229 230 231	36. Freight	315
(b) <i>Breakdowns.</i> - All such equipment to be in good working order up to tested capacity. Unless caused by negligence of 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 - shall not count as laytime or as time on demurrage.	232 233 234 235 236	(a) <i>When payable.</i> - Freight shall be paid by Charterers as per agreement in Cl. 12.	316 317
(c) <i>Cranemen/winchmen.</i> - Owners shall provide free of charge cranemen/winchmen from crew unless local regulations prohibit this, in which latter event shore labourers shall be for account of the party indicated in Cl. 7 (Loading) and Cl. 8 (Discharge). Shore cranemen/winchmen shall always work under supervision of the Master.	237 238 239 240 241 242	(b) <i>When deemed earned.</i> - Unless payable on/after right and true delivery of cargo, freight shall be deemed earned on shipment of cargo and shall be non-returnable, Vessel and/or cargo lost or not lost. The same rule shall apply pro rata to the pre-payable portion of the freight.	318 319 320 321
30. Grab Loading/discharge (applicable to cargoes in bulk only)	243	(c) <i>On delivered weight/quantity.</i> - If freight or part thereof is payable on delivery of cargo, Charterers shall have the option of paying freight on delivered weight/quantity provided such option be declared in writing before breaking bulk and the weight/quantity be ascertained by official weighing machine, otherwise by joint draught survey or by tally. Charterers shall pay all costs incurred in connection with weighing, draught survey or tally. Owners shall be at liberty to appoint check clerks at their own expense.	322 323 324 325 326 327 328
(a) <i>Vessel's technical suitability.</i> - The Vessel to be suitable for grab loading and discharge.	244 245	(d) <i>Rate of exchange.</i> - If freight is payable in other currency than that in which the freight rate is expressed, the payment shall be effected at the mean rate of exchange ruling at the place of payment on the day when freight falls due.	329 330 331 332
(b) <i>Sheathing.</i> - Inside Vessel's holds, all vulnerable structural parts and equipment of the Vessel to be protected by Owners against possible damage by grab loading/discharge, failing which Charterers or their agents shall not be held responsible for the damage.	246 247 248 249	37. Dues, charges, taxes	333
(c) <i>Extra cost and time.</i> - If on Master's request cargo has been placed in compartments inaccessible to grabs (including deep tanks, wings and ends of 'tweendeck spaces) Owners shall bear the extra cost and extra time of loading, trimming and discharge above the cost and time of normal loading, trimming and grab discharge.	250 251 252 253 254	(a) <i>On Vessel.</i> - Owners shall pay all dues, charges and taxes customarily levied on the vessel, howsoever the amount thereof may be assessed.	334 335
31. Light	255	(b) <i>On cargo.</i> - Charterers shall pay all dues, charges, duties and taxes customarily levied on the cargo, howsoever the amount thereof may be assessed.	336 337 338
Whenever required, Owners shall provide free of charge, throughout the duration of loading/discharge, light (as on board) for work on and under deck, and, (if necessary) alongside Vessel.	256 257 258	(c) <i>On freight.</i> - Taxes levied on the freight shall be paid by the party named in Cl. 14.	339 340
32. Shifting, Warping - Seaworthy trim	259	38. Extra Insurance	341
(a) <i>Shifting.</i> - If Charterers have an option of loading/discharging the Vessel at more than one berth, the cost of shifting from one berth to another shall be borne by Owners, but time shall count.	260 261 262	Extra insurance on cargo - if incurred by reason of Vessel's age, class, flag or ownership - to be for Owners' account and may be deducted from freight. 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. Owners may require substantiation of the amount.	342 343 344 345 346 347
(b) <i>Waiting berth.</i> - If, for Owners' convenience, the Vessel has moored at a waiting berth (lay berth) in port, all shifting expenses thereto, and also from waiting berth to loading/discharging berth - shall be borne by Owners and time shall not count.	263 264 265 266	GENERAL	348
(c) <i>Warping.</i> - The Vessel shall be warped along the quay, without outside assistance except line runners, to and from the loading/discharging appliances as reasonably required by Charterers, at Owners' risk and expense, but time shall count.	267 268 269 270	39. Cancelling	349
(d) <i>Seaworthy trim.</i> - For moving between berths and ports the Vessel shall be left in a seaworthy trim in accordance with Master's instructions.	271 272	(a) <i>Missing the cancelling date.</i> - Should the Vessel not have given notice of readiness to load as per Cl. 26 by the cancelling date, Charterers shall have the option of cancelling this Charter.	350 351 352
33. Overtime	273	(b) <i>Interpellation.</i> - Should Owners anticipate with reasonable certainty that the Vessel will not be ready to load by the cancelling date, they shall notify Charterers thereof without delay, stating the probable date of Vessel's readiness to load and asking whether Charterers will exercise their option of cancelling the Charter, or agree to a new cancelling date.	353 354 355 356 357
(a) <i>Right to order.</i> - Irrespective of the division of loading/discharging cost as per Cl. 7 (Loading) and Cl. 8 (Discharge), Charterers or their agents and Owners have an option to order that the loading/discharge/shifting/warping be carried out beyond ordinary working hours and during excepted periods.	274 275 276 277	Charterers' option to be declared within 4 running days of receipt of such notice. If Charterers do not then exercise their option of cancelling, the fourth day after the new date of readiness indicated in Owners' notice shall be regarded as a new cancelling date. Provisions under this Sub-clause shall operate only once, and - in case of Vessel's further delay - Charterers shall have the option of cancelling the Charter as per Sub-clause 'a'.	358 359 360 361 362 363
(b) <i>Shore labour.</i> - Extra cost of stevedores and all extra expenses incurred on shore to be for account of the party ordering the overtime.	278 279	40. Bills of Lading - Separate delivery	364
(c) <i>Ordered by authorities etc.</i> - Where overtime is ordered by authorities or any other governmental agencies or persons/bodies empowered by authorities, or by the party (not being Charterers, Shippers or Consignees) controlling the loading/discharging terminal or facility - the extra cost and expenses incurred thereby shall be borne by the parties in conformity with the division of loading/discharging cost as per Cl. 7 'g' (Loading) and Cl. 8 'f' (Discharge).	280 281 282 283 284 285 286	(a) <i>Presentation and signature.</i> - Upon completion of loading Shippers to present and Master to sign Bills of Lading. The "Nuyovbill-84" form to be used whenever possible.	365 366 367
(d) <i>Crew.</i> - Overtime expenses for Vessel's officers and crew shall always be for Owners' account.	287 288		
34. Stevedore damage (not applicable when stevedores appointed by Owners)	289		

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(b) <i>Separate delivery.</i> - If so declared by Shippers before commencement of loading and if cargo delivered to the Vessel separately, a separate set of Bills of Lading shall be signed for each parcel.	368 369 370	count.	446
Cargo under each Bill of Lading shall be delivered to Consignees separately.	371 372	(d) <i>Discharging port.</i> - In the event of strike or lock-out affecting the discharge of cargo on or after Vessel's arrival at or off the port of discharge, Consignees 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, or of ordering the Vessel to a safe port where she can safely discharge without risk of being detained by strike or lock-out. Such orders to be given within 48 hours after Owners have given notice to Consignees of Vessel's readiness to discharge or of Owners' request for orders. All conditions of this Charter and of the Bill of Lading issued hereunder shall apply to the delivery of cargo at such substitute port, and Owners shall receive the same freight as if the cargo had been discharged at the original port of destination, except that if the distance of the substitute port exceeds 100 nautical miles, freight on the cargo delivered at the substitute port to be increased in proportion.	447 448 449 450 451 452 453 454 455 456 457 458 459 460
41. Deviation	373	(e) <i>Notification.</i> - The party who first learns about the occurrence of strike or lock-out shall immediately notify thereof the other party.	461 462
The Vessel shall have liberty to deviate for the purpose of saving life or property at sea, or in order to call at any port or place en route for fuel supplies as necessary for completion of the voyage under this Charter, or for any other reasonable purpose. Any such deviation to be reported to Charterers by radiogram as soon as possible.	374 375 376 377 378	47. Ice	463
42. Lien on cargo	379	Loading Port	464
(a) <i>Lien.</i> - Owners shall have a lien on cargo for freight, deadfreight and demurrage (including damages for detention, if any) due to them under this Charter, including necessary cost of recovering same. Charterers to remain responsible for payment of these items, but Owners shall take all reasonable steps to obtain satisfaction of their claim by exercising the lien.	380 381 382 383 384	(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 Vessel being frozen in - is at liberty to leave without cargo; in such cases this Charter shall be null and void.	465 466 467 468 469
(b) <i>Security.</i> - In case of disputes over items payable by Charterers/Ship- pers/Consignees, the interested party shall have an option of providing a letter of guarantee issued by a first class bank, in which event Owners not to exercise lien on cargo for such items.	385 386 387 388	(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 Owners' own account to any port or ports including the port of discharge. Any part cargo thus loaded under this Charter to be forwarded to destination at Vessel's expense against payment of the agreed freight, provided that no extra expenses be thereby caused to Consignees, freight being paid on quantity delivered (in proportion if lump sum), all other conditions as per Charter.	470 471 472 473 474 475 476 477 478
43. Responsibilities and immunities	389	(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 Owners to be at liberty either to load a part cargo at the open port and fill up elsewhere for Owners' own account as under Sub-clause (b) or to declare the Charter null and void unless Charterers agree to load full cargo at the open port.	479 480 481 482 483 484
(a) <i>International Rules.</i> - Provisions of the International Convention for the Unification of certain Rules relating to Bills of Lading signed at Brussels on 25th August 1924 (the 'Hague Rules'), shall apply to this Charter and to any Bill of Lading issued hereunder, the term 'Carrier', as used in these Rules, being taken to mean 'Owners' as party to this Charter. In respect of shipments to which national enactments of the said Rules are compulsorily applicable, provisions of such enactments shall prevail.	390 391 392 393 394 395 396	Voyage and Discharging Port	485
In trades where the above Convention as amended by the Protocol dated Brussels, 23rd February 1968 (the 'Hague-Visby Rules'), is compulsorily applicable, provisions of the Hague-Visby Rules shall apply.	397 398 399	(d) <i>Before Vessel's arrival.</i> - Should ice prevent the Vessel from reaching the port of discharge, Consignees shall have the option of keeping the Vessel waiting until the reopening 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 Owners or Master have given notice to Charterers of impossibility of reaching port of destination.	486 487 488 489 490 491
(b) <i>Period of responsibility.</i> - Owners shall not be liable for loss of or damage to the cargo, howsoever arising, prior to loading into and after discharge from the Vessel.	400 401 402	(e) <i>During discharge.</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/Consignees 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.	492 493 494 495 496 497 498
(c) <i>Deck cargo and live animals.</i> - If shipment of deck cargo and/or live animals agreed, same to be carried at Charterers' risk. Deck cargo shall be secured under supervision of the Master.	403 404 405	(f) <i>Discharge at substitute port.</i> - On delivery of the cargo at such port, all conditions of the Bill of Lading shall apply and 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, freight on the cargo delivered at that port to be increased in proportion.	499 500 501 502 503 504
(d) <i>General exemptions.</i> - Unless otherwise expressly provided in this Charter, neither party shall be responsible for any loss or damage or delay or failure in performance hereunder resulting from elements of nature, or from war, civil commotion, riot; or from act of state or of any ruling power; or from any unforeseeable event which cannot be avoided or guarded against, whether on land or at sea.	406 407 408 409 410 411	48. War risks ('Voywar 1950')	505
44. Charterers' stevedores	412	(1) In these Clauses "war risks" shall include any blockade or any action which is announced as a blockade by any Government or by any belligerent or by any organized body, sabotage, piracy, and any actual or threatened war, hostilities, warlike operations, civil war, civil commotion, or revolution.	506 507 508 509
Where handling of the cargo is performed by stevedores appointed by Charterers or their agents, Master is to supervise the work performed by stevedores and to instruct them properly.	413 414 415	(2) If at any time before the Vessel commences loading, it appears that performance of the contract will subject the Vessel or her Master and crew or her cargo to war risks at any stage of the adventure, the Owners shall be entitled by letter or telegram despatched to the Charterers, to cancel this Charter.	510 511 512 513 514
Should the stevedores refuse to follow his instructions, Master to protest to them in writing and to advise Charterers immediately thereof, disclaiming Owners' responsibility for safety of the cargo so mishandled.	416 417 418	(3) The Master shall not be required to load cargo or to continue loading or to proceed on or to sign Bill(s) of Lading for any adventure on which or any port at which it appears that the Vessel, her Master and crew or her cargo will be subjected to war risks. In the event of the exercise by the Master of his right under this Clause after part or full cargo has been loaded, the Master shall be at liberty either to discharge such cargo at the loading port or to proceed therewith. In the latter case the Vessel shall have liberty to carry other cargo for Owners' benefit and accordingly to proceed to and load or discharge such other cargo at any other port or ports whatsoever, backwards or forwards, although in a contrary direction to or out of or beyond the ordinary route. In the event of the Master electing to proceed with part cargo under this Clause freight shall in any case be payable on the quantity delivered.	515 516 517 518 519 520 521 522 523 524 525 526 527
45. Sub-chartering	419		
Charterers may, under advice to Owners, sub-charter the Vessel, but shall always remain responsible to Owners for due fulfilment of this Charter and shall warrant that such sub-chartering will not restrict the Vessel in her future trading.	420 421 422 423		
46. Strike etc.	424		
(a) <i>General principle.</i> - Neither Charterers nor Owners shall be responsible for the consequences of strike or lock-out preventing or delaying the fulfilment of any obligation under this contract.	425 426 427		
(b) <i>Loading port.</i> - In the event of strike or lock-out affecting the loading of 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, Owners may ask Charterers to declare that they agree to count the laytime as if there were no such hindrance. Unless Charterers have given such declaration in writing (by telegram, if necessary) within 24 hours, Owners shall have the option of cancelling this Charter. If part cargo has already been loaded, the Vessel must carry it to the port of discharge (freight payable on loaded quantity only) having liberty to complete with other cargo on the way for Owners' own account.	428 429 430 431 432 433 434 435 436 437		
(c) <i>Anticipated strike etc.</i> - In the event of strike or lock-out which can reasonably be expected - before the loading has commenced - to affect the discharge of cargo, Owners are at liberty to cancel this Charter unless Charterers declare (within 24 hours of receipt of Owners' notification of intended cancellation) that they agree to count the laytime at port of discharge as if there were no such hindrance, without prejudice to the Consignees' right of ordering the Vessel to a substitute port of discharge in accordance with Sub-clause (d). In the said 24 hours time for loading does not	438 439 440 441 442 443 444 445		

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(Revised Voyage Charter Party 1964)**

PART II

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(4) If at the time the Master elects to proceed with part or full cargo under Clause 3, or after the Vessel has left the loading port, or the last of the loading ports if more than one, it appears that further performance of the contract will subject the Vessel, her Master and crew or her cargo, to war risks, the cargo shall be discharged, or if the discharge has been commenced shall be completed, at any safe port in vicinity of the port of discharge as may be ordered by the Charterers. If no such orders shall be received from the Charterers within 48 hours after the Owners have despatched a request by telegram to the Charterers for the nomination of a substitute discharging port, the Owners shall be at liberty to discharge the cargo at any safe port which they may, in their discretion, decide on and such discharge shall be deemed to be due fulfilment of the contract of affreightment. In the event of cargo being discharged at any such other port, the Owners shall be entitled to freight as if the discharge had been effected at the port or ports named in the Bill(s) of Lading, or to which the Vessel may have been ordered pursuant thereto.	528 529 530 531 532 533 534 535 536 537 538 539 540 541 542 543	charge of any ship or ships or objects other than, or in addition to, the colliding ships or objects are at fault in respect of a collision or contact.	609 610
50. Arbitration	544	Any dispute arising under this Charter shall be referred to arbitration at the place and before the arbitration tribunal indicated in Cl. 15 in accordance with the procedure and (unless otherwise agreed) with the substantive law prevailing there.	611 612 613 614 615
51. Brokerage	545	Brokerage upon the freight and deadfreight shall be paid by Owners and shall be deemed to be earned by Brokers upon shipment of cargo.	616 617 618
(5) (a) The Vessel shall have liberty to comply with any directions or recommendations as to loading, departure, arrival, routes, ports of call, stoppages, destination, zones, waters, discharges, delivery or in any other wise whatsoever (including any direction or recommendation not to go to the port of destination or to delay proceeding thereto or to proceed to some other port) given by any Government or by any belligerent or by any organized body engaged in civil war, hostilities or warlike operations or by any person or body acting or purporting to act as or with the authority of any Government or belligerent or of any such organized body or by any committee or person having under the terms of the war risks insurance on the Vessel, the right to give any such directions or recommendations. If, by reason of or in compliance with any such direction or recommendation, anything is done or is not done, such shall not be deemed a deviation.	544 545 546 547 548 549 550 551 552 553 554 555 556		
(b) If, by reason of or in compliance with any such directions or recommendations, the Vessel does not proceed to the port or ports named in the Bill(s) of Lading or to which she may have been ordered pursuant thereto, the Vessel may proceed to any port as directed or recommended or to any safe port which the Owners in their discretion may decide on and there discharge the cargo. Such discharge shall be deemed to be due fulfilment of the contract of affreightment and the Owners shall be entitled to freight as if discharge had been effected at the port or ports named in the Bill(s) of Lading or to which the Vessel may have been ordered pursuant thereto.	557 558 559 560 561 562 563 564 565		
(6) All extra expenses (including insurance costs) involved in discharging cargo at the loading port or in reaching or discharging the cargo at any port as provided in Clauses 4 and 5 (b) hereof shall be paid by the Charterers and/or cargo owners, and the Owners shall have a lien on the cargo for all moneys due under these Clauses.	566 567 568 569 570		
49. General average, New Jason and Both-to-Blame Collision Clauses	571		
General average shall be adjusted in accordance with the York Antwerp Rules 1974, or any subsequent modification thereof, and as to matters not provided for by these Rules - in accordance with the law and practice prevailing at the place where the adjustment is drawn up.	572 573 574 575		
Owners shall have the right to decide the place where the adjustment will be drawn up and to appoint the average adjuster.	576 577		
If the adjustment of the General Average or the liability for any collision in which the vessel is involved while performing the voyage under this Charter Party falls to be determined in accordance with the law and practice of the United States of America, the following clauses shall apply:	578 579 580 581		
New Jason Clause	582		
In the event of accident, danger, damage or disaster before or after the commencement of the voyage, resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequence of which, the Carrier is not responsible by statute, contract or otherwise, the goods, Shippers, Consignees or owners of the goods shall contribute with the Carrier in general average to the payment of any sacrifices, losses or expenses of a general average nature that may be made or incurred and shall pay salvage and special charges incurred in respect of the goods.	583 584 585 586 587 588 589		
If a salving ship is owned or operated by the Carrier, salvage shall be paid for as fully as if the said salving ship or ships belonged to strangers. Such deposit as the Carrier or his agents may deem sufficient to cover the estimated contribution of the goods and any salvage and special charges thereon shall, if required, be made by the goods, Shippers, Consignees or owners of the goods to the Carrier before delivery.	590 591 592 593 594 595 596		
Both-to-Blame Collision Clause	597		
If the Vessel comes into collision with another ship as a result of the negligence of the other ship and any act, neglect or default of the Master, Mariner, Pilot or the servants of the Carrier in the navigation or in the management of the Vessel, the owners of the cargo carried hereunder will indemnify the Carrier against all loss or liability to the other or non-carrying ship or her Owners in so far as such loss or liability represents loss of, or damage to, or any claim whatsoever of the owners of said cargo, paid or payable by the other or non-carrying ship or her Owners to the owners of said cargo and set-off, recouped or recovered by the other or non-carrying ship or her Owners as part of their claim against the carrying Vessel or Carrier. The foregoing provisions shall also apply where the Owners, operators or those in	598 599 600 601 602 603 604 605 606 607 608		

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