

1. Place and date	3. Charterers (full style and address) QATAR FERTILISER COMPANY (S.A.Q.) P.O. BOX 2311 MESSAIEED QATAR Telex: 4215 QAFCO DH
2. Owners (state full style and address)	5. Present position of Vessel (Cl. 14)
4. Vessel details (Cl. 1) Name: Flag: Type of vessel: Built: Classed: Cubic capacity about: (Grain/bale) Cargo capacity on summer loadline (about): (tons/dwt) Cargo capacity on winter loadline (about): (tons/dwt)	6. Laydays not to commence before: 7. Cancelling date (Cl. 7)
8. Loading port notices to be given to: (Cl. 2)	9. Discharging port notices to be given to: (Cl. 2 and Cl. 5(b))
10. Cargo quantity and margin in Owners' option (metric tonnes) (Cl. 1)	11. Cargo description (Cl. 1)
12. Dunnage (indicate alternative (i) or (ii) of Clause 4(a))	13. Cargo battens (indicate alternative (i) or (ii) of Clause 4(b))
14. Loading port (Cl. 1) MESSAIEED, QATAR	15. Discharging port(s) (Cl. 1)
16. Total laytime (load. and disch.) (Cl. 6)	17. Demurrage rate per day and pro rata (load. and disch.)
18. Freight rate per 1000 kilos bill of lading weight	19. Brokerage Commission (percentage of the amount of freight and deadfreight)
20. Brokerage Commission payable to:	
21. Freight Payment (state currency, method of payment, beneficiary and bank account)	
22. Special provisions	

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

Signature (Owners)	Signature (Charterers)
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PART II
"QAFCOCHARTER" Fertiliser Voyage Charter Party

1. Voyage	1	* (ii) For Owners' Account. -The Owners shall provide	66
The Vessel named in Box 4 being tight, staunch and strong,	2	and lay all dunnage material required for proper	67
and in every way fit for the voyage, shall with all convenient	3	stowage and protection of the cargo.	68
speed proceed to the port as specified in Box 14 and there	4	<i>* Optional, indicate (i) or (ii) as agreed in Box 12.</i>	69
load as customary at any available quay, wharf or dock as	5	(b) Cargo Battens	70
ordered by the Charterers or their Agents, or so near thereto	6	* (i) Required. -Before tendering the Master's Notice of	71
as she may safely get and lie always afloat, a cargo as	7	Readiness, the Vessel to have cargo battens fitted.	72
described in Boxes 10 and 11, and being so loaded the	8	* (ii) Not required. -Before tendering the Master's	73
Vessel shall therewith proceed without undue delay to the	9	Notice of Readiness, the Vessel to have cargo battens	74
port(s) as specified in Box 15 and there deliver the said	10	removed, failing which the Charterers or their Agents	75
cargo at any dock or alongside any quay or wharf as ordered	11	shall not be held responsible for any damage to battens	76
on arrival or so near thereto as she may safely get without	12	during loading/discharging.	77
lightening and lie always afloat. Unless otherwise agreed,	13	<i>* Optional, indicate (i) or (ii) as agreed in Box 13.</i>	78
this Charter Party is for a full and complete cargo under	14		
deck, not exceeding what the Vessel can reasonably stow	15	5. Notice of Readiness, Commencement of Laytime	79
and carry over and above her tackle, apparel, provisions	16	(a) Loading Port - The laytime for loading shall commence	80
and furniture.	17	at 1 p.m. if written Notice of Readiness is tendered to the	81
		Charterers or their Agents before 10 a.m., and at 8 a.m. the	82
2. Advance Notices	18	next working day if Notice is tendered after 10 a.m. Written	83
The Owners shall give the following notices of sailing last	19	Notice of Readiness shall be tendered during ordinary office	84
discharge port and ETA (Estimated Time of Arrival) at the	20	hours (0700-1500), provided the Vessel has arrived with the	85
loading port and the discharging port(s) in writing to the	21	holds dry and clean and in every respect ready to load urea.	86
parties indicated in Boxes 8 and 9 respectively:	22	Notice of Readiness at loading port shall be tendered only	87
(i) when the vessel leaves her last port before loading;	23	from Messaieed Freighter Anchorage if berth is not	88
(ii) 72 hours notice of ETA;	24	available on arrival.	89
(iii) 48 hours notice of ETA;	25	(b) Discharging Port - The laytime for discharging shall	90
(iv) 24 hours notice of ETA;	26	commence at 1 p.m. if written Notice of Readiness is	91
(v) 6 hours notice of ETA.	27	tendered to the Parties stated in Box 9 before 10 a.m., and	92
If Box 8 and/or Box 9 are left blank, notices shall be sent to	28	at 8 a.m. the next working day if Notice is tendered after 10	93
the Charterers at the address stated in Box 3.	29	a.m.	94
3. Cleaning	30	6. Laytime	95
The Vessel's holds shall be dry and swept clean from the	31	(a) The cargo shall be loaded and stowed/trimmed and	96
previous cargo residues. rust scales and dirt before she is	32	discharged under the Master's supervision at the	97
acceptable as ready to load and may commence loading.	33	Charterers' risk and expense within the number of working	98
Remains of grain, seeds, cereals and similar agricultural	34	days of 24 consecutive hours, weather permitting, non-	99
products are particular harmful contaminants and must be	35	reversible, as specified in Box 16.	100
removed to the Charterers' satisfaction before giving Notice	36	(b) At the loading port laytime shall not count from 12 noon	101
of Readiness for loading the cargo of urea. The Vessel's	37	on Friday and day preceding any public holiday until 7 a.m.	102
holds shall not be newly painted.	38	on Sunday or day following any holiday. If used, half such	103
If required, inspection of cargo holds shall be performed by	39	time to count as laytime.	104
an Independent Inspector and shall take place as soon as	40	(c) (i) If the loading berth is not available on the Vessel's	105
possible after the Vessel tenders Notice but latest on the	41	arrival at Messaieed Freighter Anchorage, the Vessel	106
Vessel's arrival at loading berth, otherwise any time lost	42	shall be entitled to tender Notice of Readiness within	107
shall count as laytime.	43	ordinary office hours (0700-1500) on arrival at the	108
If on inspection, the Independent Inspector rejects the Vessel	44	Anchorage. Laytime shall then count as if she were in	109
due to insufficient cleanliness, the Owners shall perform	45	berth and in all respects ready for loading provided that	110
further cleaning in accordance with any reasonable	46	the Master warrants that she is in fact ready in all	111
recommendations of the Independent Inspector.	47	respects. Actual time used in moving from the	112
If the cargo holds are accepted by the Independent	48	Messaieed Freighter Anchorage to the loading berth	113
Inspector, the costs of the Independent Inspector shall be	49	shall not count as laytime. If, after inspection, the Vessel	114
paid by the Charterers.	50	is found not to be ready in all respects to load, the actual	115
If the cargo holds are rejected by the Independent Inspector	51	time lost from the discovery thereof until the Vessel is in	116
and further cleaning is required, the costs of the	52	fact ready to load, including time lost in obtaining free	117
Independent Inspector shall be paid by the Owners.	53	pratique, shall not count as laytime.	118
		(ii) If the discharging berth is not available on the	119
4. Dunnage and Cargo Battens	54	Vessel's arrival at the customary anchorage at the port	120
(a) Dunnage	55	of discharging, the Vessel shall be entitled to tender	121
* (i) For Charterers' account. -The Charterers shall	56	Notice of Readiness within ordinary office hours on	122
provide and lay all dunnage material as required by the	57	arrival at the customary anchorage. Laytime shall then	123
Master for proper stowage and protection of the cargo,	58	count as if she were in berth and in all respects ready for	124
the Owners allowing the use of all dunnage available on	59	discharging provided that the Master warrants that she	125
board. Dunnage shall be laid in accordance with the	60	is in fact ready in all respects. Actual time used in	126
Master's instructions.	61	moving from the customary anchorage to the	127
In the absence of disposal instructions from the	62	discharging berth shall not count as laytime.	128
Charterers, the Master shall have liberty to dispose of	63	If, after berthing, the Vessel is found not to be ready in all	129
the dunnage upon discharge. Any proved cost incurred	64	respects to discharge, the time lost including time lost in	130
thereby to be refunded by the Charterers.	65	obtaining free pratique until the Vessel is ready to	131

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discharge shall not count as laytime.	132	the Hague Rules as enacted in the country of destination,	196
(d) If Notice of Readiness is tendered and the Vessel is waiting for loading or discharging berth, laytime shall continue to count during such period unless the vessel occupying the loading or discharging berth is prevented from loading or discharging due to weather conditions, in which case, time so lost shall not count as laytime.	133 134 135 136 137 138	compulsorily applicable to shipments, in which case the provisions of such Rules shall apply.	197 198
(e) <i>Two or more discharging ports.</i> If the Vessel is to discharge at more than one port, laytime at subsequent port(s) shall count immediately after the Vessel has arrived at or off such port(s) and Notice of Readiness may be tendered at any time during ordinary office hours.	139 140 141 142 143	The Protocol signed at Brussels on 21 December 1979 (“the SDR Protocol 1979”) shall apply where the Hague-Visby Rules apply, whether mandatorily or by this Charter Party. 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.	199 200 201 202 203 204 205
The Vessel shall be left in seaworthy trim in accordance with the Master’s instructions for shifting between berths and ports.	144 145 146		
7. Cancelling	147	12. Force Majeure	206
Should the Vessel not be ready to load (whether in berth or not) latest by noon on the cancelling date specified in Box 7, the Charterers to have the option of cancelling this Charter Party, such option to be declared latest on Notice of Readiness being tendered. If it appears that the Vessel will be delayed beyond such cancelling date, the Owners may as soon as they are in a position to state with reasonable certainty the day within which the Vessel will be ready as above, give notice thereof to the Charterers asking whether they will exercise their option of cancelling. Such option shall be declared within 36 running hours (Fridays and holidays excluded) after the receipt of the Owners’ notice. If the Charterers do not then exercise their option of cancelling, unless otherwise agreed, the third day after the date stated in the Owners’ notice shall be regarded as a new cancelling date under this clause.	148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163	Neither the Owners nor the Charterers shall, except as otherwise provided in this Charter Party, be responsible for any loss, damage, delay or failure in performance hereunder arising or resulting from any unforeseeable events such as act of God, act of war, quarantine restrictions; strikes; boycotts, lockouts; riots, civil commotions and arrest or restraint of princes, rulers or people.	207 208 209 210 211 212 213 214
8. Disbursements	164	13. Deviation	215
Cash for the Vessel’s ordinary disbursements at port of loading, not exceeding one third of the freight, to be advanced by the Charterers if demanded by the Owners or the Master on the Vessel’s arrival. The Owners paying 1% discount plus cost of insurance.	165 166 167 168 169	Any deviation in saving or attempting to save life or property at sea, or any reasonable deviation, shall not be deemed to be an infringement of this Charter Party, and the Owners shall not be liable for any loss or damage resulting therefrom.	216 217 218 219 220
9. Dues and Charges	170	14. Misrepresentation	221
(a) <i>On the Vessel.</i> - The Owners shall pay all dues and charges customarily levied on the Vessel, howsoever the amount thereof may be assessed.	171 172 173	If any misrepresentation has been made regarding the description of the Vessel in this Charter Party and/or her position, the Charterers have the right to claim compensation for any loss resulting therefrom. Should there be any change in the Vessel’s position as stated in Box 5, the Owners shall notify the Charterers thereof in writing as soon as such change becomes known to them. If such notification is not given, the Charterers shall have the right to claim compensation for any loss or damage resulting therefrom.	222 223 224 225 226 227 228 229 230 231
(b) <i>On Cargo.</i> - The Charterers shall pay all dues, charges and duties customarily levied on the cargo, howsoever the amount thereof may be assessed.	174 175 176		
10. Lien	177	15. Strikes	232
The Owners shall have a lien on the cargo for freight, deadfreight and demurrage.	178 179	(a) If there is a strike or lock-out affecting or preventing the actual loading of the cargo, or any part of it, when the Vessel is ready to proceed from her last port or at any time during the voyage to the port or ports of loading or after her arrival there, the Master or the Owners may ask the Charterers to declare, that they agree to reckon the laydays as if there were no strike or lock-out. Unless the Charterers have given such declaration in writing (by telegram, if necessary) within 24 hours, the Owners shall have the option of cancelling this Charter Party. If part cargo has already been loaded, the Owners must proceed with same, (freight payable on loaded quantity only) having liberty to complete with other cargo on the way for their own account.	233 234 235 236 237 238 239 240 241 242 243 244 245
11. General Clause Paramount	180	(b) If there is a strike or lock-out affecting or preventing the actual discharging of the cargo on or after the Vessel’s arrival at or off port of discharge and same has not been settled within 48 hours, the Charterers shall have the option of keeping the Vessel waiting until such strike or lock-out is at an end against paying half demurrage after expiration of the time provided for discharging until the strike or lock-out terminates and thereafter full demurrage shall be payable until the completion of discharging, or of ordering the Vessel to a safe port where she can safely discharge without risk of being detained by strike or lock-out. Such orders to be given within 48 hours after the Master or the Owners have tendered notice to the Charterers of the strike or lock-out affecting the discharge. On delivery of the cargo at such port, all conditions of this Charter Party and of the Bills of	246 247 248 249 250 251 252 253 254 255 256 257 258 259 260
The International Convention for the Unification of Certain Rules of Law relating to Bills of Lading signed at Brussels on 25 August 1924 (“the Hague Rules”) as amended by the Protocol signed at Brussels on 23 February 1968 (“the Hague-Visby Rules”) and as enacted in the country of shipment shall apply to this Charter Party. When the Hague-Visby Rules are not enacted in the country of shipment, the corresponding legislation of the country of destination shall apply, irrespective of whether such legislation may only regulate outbound shipments.	181 182 183 184 185 186 187 188 189 190		
When there is no enactment of the Hague-Visby Rules in either the country of shipment or in the country of destination, the Hague-Visby Rules shall apply to this Charter Party save where the Hague Rules as enacted in the country of shipment or if no such enactment is in place,	191 192 193 194 195		

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Lading shall apply and the Vessel shall receive the same freight as if she had discharged at the original destination, except that if the distance to the substituted port exceeds 100 nautical miles, the freight on the cargo delivered at the substituted port to be increased in proportion.	261 262 263 264 265 266	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 onboard the Vessel may be exposed, or may be likely to be exposed, to War Risks, the Owners shall first require the Charterers to nominate any other safe port which lies within the range for loading or discharging, and may only cancel this Charter Party if the Charterers shall not have nominated such safe port or ports within 48 hours of receipt of notice of such requirement.	328 329 330 331 332 333 334 335 336 337
(c) Except for the obligations described above, neither the Charterers nor the Owners shall be responsible for the consequences of any strikes or lock-outs preventing or affecting the actual loading or discharging of the cargo.	267 268 269 270	(c) The Owners shall not be required to continue to load cargo for any voyage, or to sign Bills of Lading for any port or place, or to proceed or continue on any voyage, or on any part thereof, or to proceed through any canal or waterway, or to proceed to or remain at any port or place whatsoever, where it appears, either after the loading of the cargo commences, or at any stage of the voyage thereafter before the discharge of the cargo is completed, that, in the reasonable judgement of the Master and/or the Owners, the Vessel, her cargo (or any part thereof), crew or other persons on board the Vessel (or any one or more of them) may be, or are likely to be, exposed to War Risks. If it should so appear, the Owners may by notice request the Charterers to nominate a safe port for the discharge of the cargo or any part thereof, and if within 48 hours of the receipt of such notice, the Charterers shall not have nominated such a port, the Owners may discharge the cargo at any safe port of their choice (including the port of loading) in complete fulfilment of the Charter Party. The Owners shall be entitled to recover from the Charterers the extra expenses of such discharge and, if the discharge takes place at any port other than the loading port, to receive the full freight as though the cargo had been carried to the discharging port and if the extra distance exceeds 100 miles, to additional freight which shall be the same percentage of the freight contracted for as the percentage which the extra distance represents to the distance of the normal and customary route, the Owners having a lien on the cargo for such expenses and freight.	338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366
16. Ice	271		
Voyage and Discharging Port	272		
(a) <i>Before Vessel's arrival</i> - Should ice prevent the Vessel from reaching the port of discharge, the Charterers shall have the option of keeping the Vessel waiting until the re-opening of navigation and paying demurrage, or of ordering the Vessel to a safe and immediately accessible port where she can safely discharge without risk of detention by ice. Such orders to be given within 48 hours after the Owners or Master have given notice to the Charterers of impossibility of reaching port of destination.	273 274 275 276 277 278 279 280 281		
(b) <i>During discharging</i> - If during discharging the Master, for fear of Vessel being frozen in, deems it advisable to leave, he has liberty to do so with what cargo he has on board and to proceed to the nearest safe and accessible port. Such port to be nominated by Charterers as soon as possible, but not later than 24 running hours, Sundays and holidays excluded, of receipt of Owners' request for nomination of a substitute discharging port, failing which the Master will himself choose such port.	282 283 284 285 286 287 288 289 290		
(c) <i>Discharging at substitute port</i> - On delivery of the cargo at such port, all conditions of this Charter Party and of the Bill of Lading shall apply and the Owners shall receive the same freight as if the Vessel had discharged at the original port of destination except that if the distance to the substitute port exceeds 100 nautical miles, the freight on the cargo delivered at that port to be increased in proportion.	291 292 293 294 295 296 297		
17. War Risks	298		
(a) For the purpose of this Clause, the words:	299		
(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	300 301 302 303		
(ii) "War Risks" shall include any war (whether actual or threatened), act of war, civil war, hostilities, revolution, rebellion, civil commotion, warlike operations, the laying of mines (whether actual or reported), acts of piracy, acts of terrorists, acts of hostility or malicious damage, blockades (whether imposed against all vessels or imposed selectively against vessels of certain flags or ownership, or against certain cargoes or crews or otherwise howsoever), by any person, body, terrorist or political group, or the Government of any state whatsoever, which, in the reasonable judgement of the Master and/or the Owners, may be dangerous or are likely to be or to become dangerous to the Vessel, her cargo, crew or other persons on board the Vessel.	304 305 306 307 308 309 310 311 312 313 314 315 316 317		
(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	318 319 320 321 322 323 324 325 326 327	(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.	367 368 369 370 371 372 373 374 375 376 377 378 379 380 381
		(e) The Vessel shall have liberty:	382
		(i) to comply with all orders, directions, recommendations or advice as to departure, arrival, routes, sailing in convoy, ports of call, stoppages, destinations, discharge of cargo, delivery or in any way whatsoever which are given by the Government of the Nation under whose flag the Vessel sails, or other Government to whose laws the Owners are subject, or any other Government which so requires, or any body or group acting with the power to compel compliance with their orders or directions;	383 384 385 386 387 388 389 390 391 392
		(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;	393 394 395 396

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(iii) to comply with the terms of any resolution of the Security Council of the United Nations, any directives of the European Community, the effective orders of any other Supranational body which has the right to issue and give the same, and with national laws aimed at enforcing the same to which the Owners are subject, and to obey the orders and directions of those who are charged with their enforcement;	397 398 399 400 401 402 403 404
(iv) to discharge at any other port any cargo or part thereof which may render the Vessel liable to confiscation as a contraband carrier;	405 406 407
(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;	408 409 410 411
(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.	412 413 414 415 416 417
(f) If in compliance with any of the provisions of sub-clauses (b) to (e) of this Clause anything is done or not done, such shall not be deemed to be a deviation, but shall be considered as due fulfilment of the Charter Party.	418 419 420 421
18. Substitution	422
The Owners shall have the liberty to substitute a Vessel, provided that such substitute Vessel's main particulars and position shall be subject to the Charterers' prior approval, which is not to be unreasonably withheld, but the Owners under this Charter Party shall remain responsible to the Charterers for the due fulfilment of this Charter Party.	423 424 425 426 427 428
19. Agency	429
Unless otherwise agreed, the Owners shall appoint their own Agents in port(s) of loading and discharging.	430 431
20. General Average and New Jason Clause	432
General Average shall be adjusted and settled according to the York-Antwerp Rules, 1994, or any subsequent modification thereof, but if, notwithstanding the provisions specified, the adjustment is made in accordance with the law and practice of the United States of America the following clause shall apply: "In the event of accident, danger, damage or disaster before or after the commencement of the voyage, resulting from any cause whatsoever, whether due to negligence or not for which or for the consequence of which, the Owners are not responsible by statute, contract or otherwise, the goods, shippers, consignees or owners of the goods shall contribute with the Owners in general average to the payment of any sacrifices, losses or expenses of a general average nature that may be made or incurred and shall pay salvage and special charges incurred in respect of the goods. If a salvaging Vessel is owned or operated by the Owners, salvage shall be paid for as fully as if the said salvaging Vessel or vessels belonged to strangers. Such deposit as the Owners, or their agents, may deem sufficient to cover the estimated contribution of the goods and any salvage and special charges thereon shall, if required, be made by the goods, shippers, consignees or owners of the goods to the Owners before delivery".	433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455
21. Both-to-Blame Collision Clause	456
If the Vessel comes into collision with another vessel as a result of the negligence of the other vessel and any act, neglect or default of the Master, mariner, pilot or the servants of the Owners in the navigation or in the management of the Vessel, the owners of the cargo carried hereunder will indemnify the Owners against all loss or liability to the other or non-carrying vessel or her owners 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 vessel or her owners to the owners of said cargo and set-off, recouped or recovered by the other or non-carrying vessel or her owners as part of their claim against the carrying Vessel or the Owners.	457 458 459 460 461 462 463 464 465 466 467 468 469 470
The foregoing provisions shall also apply where the owners, operators or those in charge of any vessel or vessels or objects other than, or in addition to, the colliding vessels or objects are at fault in respect of a collision or contact.	471 472 473 474
22. Law and Arbitration	475
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.	476 477 478 479 480 481 482
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.	483 484 485 486
The reference shall be to three arbitrators. A party wishing to refer a dispute to arbitration shall appoint its arbitrator and send notice of such appointment in writing to the other party requiring the other party to appoint its own arbitrator within 14 calendar days of that notice and stating that it will appoint its arbitrator as sole arbitrator unless the other party appoints its own arbitrator and gives notice that it has done so within the 14 days specified. If the other party does not appoint its own arbitrator and give notice that it has done so within the 14 days specified, the party referring a dispute to arbitration may, without the requirement of any further prior notice to the other party, appoint its arbitrator as sole arbitrator and shall advise the other party accordingly. The award of a sole arbitrator shall be binding on both parties as if he had been appointed by agreement.	487 488 489 490 491 492 493 494 495 496 497 498 499 500 501
Nothing herein shall prevent the parties agreeing in writing to vary these provisions to provide for the appointment of a sole arbitrator.	502 503 504
In cases where neither the claim nor any counterclaim exceeds the sum of USD50,000 (or such other sum as the parties may agree) the arbitration shall be conducted in accordance with the LMAA Small Claims Procedure current at the time when the arbitration proceedings are commenced.	505 506 507 508 509 510
23. Information to the Master	511
Upon conclusion of this Charter Party the Owners shall inform the Vessel's Master by tele-communication or similar quick manner of communication of all relevant terms and conditions of the Charter Party, thereby enabling the Master to comply fully with same.	512 513 514 515 516