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THE BALTIC AND INTERNATIONAL MARITIME CONFERENCE  
 SOVIET ROUNDWOOD CHARTER PARTY  
 FOR PULPWOOD, PITWOOD, ROUNDWOOD AND LOGS  
 FROM BALTIC AND WHITE SEA PORTS OF THE U.S.S.R.  
 CODE NAME: "SOVCONROUND"

1. Shipbroker		2. Place and date	
3. Owners/Disponents (Clause 1)		4. Charterers (Clause 1)	
5. Vessel's name (Clause 1)	6. Class/Flag (Clause 1)	7. Net/Gross register tons (Clause 1)	
8. Present position (Clause 1)	9. Carrying capacity, 10 per cent. more or less (Clause 1)		
10. Hatch dimensions (Clause 1)		11. Layday (Clause 1)	
to be considered at loading port as workable hatches		12. Cancelling date if Clause 35(a) applicable (Clause 1)	
13. Port of loading (Clause 2)		14. Loading rate (Clause 12)	15. Winch cost (double/single) (Cl. 15)
		16. Demurrage rate (loading) (Clause 20)	17. Loading price if Cl. 13(a) adopted
18. Port of discharge (Clause 5)		19. Discharging rate (Clause 27)	20. Shore appliances cost (Clause 16)
		21. Demurrage rate (discharging) (Cl. 30)	22. Roundwood loading equalization charge (Cl. 21)
23. Cargo (indicate whether full or part cargo, state quantity either in piled fathoms or solid cubic metres and - except for cargoes of pulpwood - the maximum length of the wood) (Clause 2)			
24. Freight rate (Clause 6)		25. Extra freight for two ports (Clause 4)	26. Currency (Clause 6)
27. Bankers (Clause 6)		28. Payee (Clause 6)	
29. General Average to be settled in (Clause 42)		30. Arbitration in (If not filled in, Clause 48(b) applies)	
31. Brokerage rate (Clause 46)	32. Brokerage to be paid to (Clause 46)		
33. Consignee/Agent (Clause 24)			34. Arrival notice time in hours (Cl. 24)
35. Numbers of additional clauses attached (Clause 1)			

1. It is hereby agreed between the Owners/Disponents indicated in Box 3 above (hereinafter referred to as Owners) of the good Vessel 1  
 indicated in Box 5 and with particulars as set out in Boxes 6 and 7 and with cargo hatches of dimensions as indicated in Box 10 each with 2  
 at least one workable winch, and of carrying capacity, inclusive of deck cargo, expressed in piled fathoms of 216 English cubic feet, or solid 3  
 cubic metres of 35.32 English cubic feet, as stated in Box 9, the Owners having a margin of 10 per cent. more or less, now in position as 4  
 indicated in Box 8 and expected ready to load under this Charter Party earliest on the layday indicated in Box 11 but latest on the cancelling 5  
 date indicated in Box 12 and the party mentioned as Charterers in Box 4, that this Charter Party consists of Page 1 with boxes filled in as 6  
 above, including possible additional clauses as indicated in Box 35, and of Pages 2 to 4 with Clauses 2 to 48 of the "Sovconround" Charter; 7  
 that the carriage under this Charter Party shall be performed against payment of freight and in accordance with these terms; that the type- 8  
 written provisions of Page 1 shall prevail over the printed terms of Pages 2 to 4 to the extent of any conflict between them. 9

For the Owners	For the Charterers

NOTICES

to be communicated as shown overleaf.

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Port of Loading	2. That the said Vessel being staunch, tight, strong and in every respect fitted for the voyage, shall, with all convenient speed, (having liberty to take cargoes for Owners' benefit, either direct or to any port or ports on the way and after its discharging) sail and proceed to the Port of Loading indicated in Box 13 or so near thereto as she may safely get and there load always safely afloat in customary manner as and where ordered by the Charterers or their Agents a full or part cargo as described in Box 23 being up to a length (approximately) as indicated in the same box.	10 11 12 13 14
Cargo Deck load	3. The Vessel shall be provided with deck load, at full freight at Charterers' risk, not exceeding what she can reasonably stow and carry over and above her tackle, apparel, provisions and furniture. If any deck cargo is lost during the voyage the freight shall be reduced pro rata.	15 16 17
Combined loading in Leningrad and Viborg	4. If the Vessel is chartered for loading in Viborg the Charterers shall have liberty to complete in Leningrad, or to direct the Vessel to Leningrad without calling Viborg. If the Vessel is chartered for loading in Leningrad the Charterers shall have liberty to direct her to Viborg only or to direct her to Viborg and for completion to Leningrad. If the two loading ports used, the Charterers shall pay to the Owners extra per fathom as indicated in Box 25 for the total quantity. The order for loading in Viborg or Leningrad shall be given by the Charterers or by EXPORTLES LENINGRAD, in such manner as to enable the Master to receive same before Vessel's crossing 25° East Longitude in Gulf of Finland. Otherwise the Vessel shall proceed to the first port of loading as stated in Box 13.	18 19 20 21 22 23 24
Port of Discharge	5. Being so loaded the Vessel shall therewith proceed to the Port of Discharge designated in Box 18 as ordered on signing Bills of Lading or so near thereto as she may safely get, and there deliver the cargo in the customary manner alongside any wharf and/or craft, always safe and afloat, as directed by Consignees.	25 26 27
Freight	6. The freight shall be paid by the Charterers at the rate stated in Box 24 per intaken piled fathom of 216 English cubic feet or intaken solid cubic metres of 35.32 English cubic feet in cash less advance and cost thereof if any: 75 per cent. of the calculated amount of the freight less advance of freight, if any, upon Vessel's arrival in dock or at wharf and the balance upon completion of discharge and Owners presenting to the Charterers or their Agents outturn certificate. This percentage shall be calculated upon the quantity of cargo on board the Vessel upon arrival at destination. The Master to advise EXPORTLES MOSCOW of the date of completion of discharge. Freight shall be paid in the currency stated in Box 26 to credit of the Bankers indicated in Box 27 in favour of the Payee designated in Box 28.	28 29 30 31 32 33 34
Currency Bankers Payee Freight advance	7. Cash for Vessel's ordinary disbursements at the port of loading not exceeding one third of the calculated amount of the freight shall be advanced by the Shippers/Charterers, if required by the Master, at the official rate of exchange at the port of loading on the day the advance is taken and endorsed upon Bill of Lading as freight advance, subject to two per cent. to cover interest, commission and cost of insurance, otherwise the Owners shall put their Agents in funds, sufficient to cover Vessel's ordinary disbursements, including cost of bunkers, if any, prior to Vessel's arrival at the port of loading but latest before signing of Bills of Lading.	35 36 37 38 39 40
Dues and Charges	8. (a) On the Cargo. - The Shippers/Charterers shall pay all dues, taxes and charges on the cargo at the port of loading, and the Consignees/Charterers at the port of discharge. (b) On the Vessel. - The Owners shall pay all port dues, pilotage, towage and other charges and/or taxes customarily charged to the Vessel.	41 42 43 44
Loading Notice of arrival	9. The Owners or the Master shall telegraph to EXPORTLES MOSCOW and to EXPORTLES LENINGRAD for loading in Leningrad and/or Viborg, or to EXPORTLES RIGA for loading at Riga or Ventspils, or EXPORTLES ARCHANGEL for loading in Archangel 8 running days' notice for Baltic ports and 10 running days' notice for White Sea ports stating the Vessel's and Charterers' name, date of this Charter Party, port of loading, kind of cargo, its quantity according to the Charter Party and the date of the Vessel's expected arrival at the port of loading. The Owners or the Master shall keep all the addressees telegraphically advised of any alteration of the date of the Vessel's expected arrival. The Owners or the Master shall telegraph 48 and 24 hours' notice to EXPORTLES LENINGRAD for loading in Leningrad and/or Viborg, or EXPORTLES RIGA for loading at Riga or at Ventspils, or EXPORTLES ARCHANGEL for loading in Archangel stating the Vessel's and the Charterers' name and the probable time of the Vessel's arrival. Default under this clause shall not be considered a breach of the Charter Party, and in case of omission the loading time shall be prolonged accordingly, but should loading be commenced before expiration of the time so added then the loading time shall count as soon as the loading is commenced.	45 46 47 48 49 50 51 52 53 54 55 56
Notice of readiness	10. Written notice of readiness to receive the cargo stating the approximate quantity of the cargo required shall be given by the Master or the Vessel's Agents on his behalf to the branch office of EXPORTLES at the port of loading or VNESHTRANS, if no Exportles office is available, within ordinary office hours after the Vessel's arrival at the port of loading, provided the Vessel is in all respects ready to load (whether the Vessel is in berth or not).	57 58 59 60
Counting of laytime	11. The laytime for the loading shall count from 14.00 hours on the same day if notice of readiness (as per Clause 10) is given before noon and from 08.00 hours on the following working day if notice is given within ordinary office hours after noon, but irrespective thereof, the Charterers are entitled not to commence the loading and no time shall count if the Vessel arrives before the date of laydays or before the date notified. If loading is commenced before the commencement of laytime, time actually used shall count in this period. Saturdays and days preceding holidays shall each count only as 3/4s of a day. On Mondays and days after holidays, time shall not count until 08.00 hours. Besides, Sundays and holidays are excepted. All the above excepted periods shall not count as laytime, unless used, in which event time actually used shall count, overtime payable to the Vessel's officers and crew being for the Owners' account. Time lost through weather hindrances not to count.	61 62 63 64 65 66 67 68 69
Subsequent ports	If the vessel is directed to one or several further port(s) for loading the laytime at the subsequent port(s) shall count immediately after the Vessel's arrival.	70 71
Waiting for berth	Should the Vessel be prevented from entering port, harbour, dock or berth or from arriving at or off the loading port by any reason other than weather, tidal conditions or inefficiency of the Vessel, the Vessel shall be regarded as if ready for loading, and time shall count as above. The time occupied in moving to the loading berth shall not count. If the Vessel after berthing is not found ready in all respects, the actual time lost until she is in fact ready shall not count as laytime.	72 73 74 75 76
Rate of loading	12. The cargo shall be brought alongside the Vessel at the Charterers' risk and expense in the customary manner so as to enable the Master to keep the cargo separate under each Bill of Lading, and shall be loaded and stowed at the rate per working day of 24 consecutive hours as stated in Box 14.	77 78 79
Stowage Memo: If Box 17 not filled in, alternative (b) applies	13. (a) The Owners shall pay to the Shippers/Charterers a loading price as indicated in Box 17 per fathom (4.648 cubic metres solid measurement of logs to be regarded here and under as one fathom only for purpose of calculation) calculated upon the quantity of the cargo loaded in satisfaction of the cost of loading and stowing, the amount (unless otherwise agreed) being endorsed upon the Bill of Lading as an advance of freight. (b) The cargo shall be loaded and stowed free of any expense and risk to the Owners.	80 81 82 83 84
Stevedores	14. The stevedores at the port of loading shall be appointed by the Shippers/Charterers, but shall be under direction of the Master, who shall remain responsible for the proper stowage of the cargo.	85 86
Winch Clause	15. The Owners shall provide for loading, if and when requested, winches which are to be in good working order and have lifting capacity of at least 2 tons for vessels fixed for loading maximum 500 fathoms or maximum 1,500 solid cubic metres, respectively, and under, and at least 3 tons for other vessels, and power to drive all winches simultaneously, also to provide free of expense to the Charterers running gear, winchmen from crew during day and night and light as on board. But the Master shall have liberty to employ winchmen from shore, the Owners paying the rates indicated in Box 15 per fathom loaded at hatches where the Vessel has double winches and at hatches where the Vessel has single winches, respectively.	87 88 89 90 91 92 93
Shore appliances	16. If the cargo is loaded by shore appliances the Owners shall pay the cost stated in Box 20 per fathom so loaded.	94
Uprights	17. The Charterers to provide and erect uprights and the Owners to provide and secure lashings for deck cargo.	95
Shifting	18. At request of the Shippers/Charterers the Vessel shall shift to a second loading berth in the same port, all shifting expenses being for Shippers/Charterers' account and time used in shifting counting as laytime. However, all Vessel's expenses for officers' and crew's overtime, fuel oil, etc., to be for the Owners' account.	96 97 98

<i>Bills of Lading</i>	19. The Shippers/Charterers shall present the Bills of Lading and other cargo documents to the Master for signature within a reasonable time which not to exceed 5 running hours upon completion of loading. The Bills of Lading shall be signed as per "Sovconroundbill" Bill of Lading form, quality, condition, measure, number of pieces and value unknown, freight and all terms, conditions (including Arbitration Clause) and exceptions as per this Charter Party. The Master shall be obliged to sign more than one set of Bills of Lading.	99 100 101 102 103
<i>Demurrage</i>	20. If the Vessel be detained beyond her loading time demurrage shall be paid by the Shippers/Charterers at the rate per day or pro rata as stated in Box 16.	104 105
<i>Roundwood loading equalization charge</i>	21. The Owners shall pay to the Shippers at the port of loading a roundwood loading equalization charge as stated in Box 22 per fathom on the Bill of Lading quantity.	106 107
<i>Disputes</i>	22. Any dispute arising at the port of loading shall be settled before signing Bills of Lading. Otherwise a written notice of claim to be handed to the Charterers or their Representatives before signing of Bills of Lading. If such notice has not been given before signing of Bills of Lading the Owners shall not be entitled to exercise any lien on the cargo in respect of such claim of the Owners arising at the loading port.	108 109 110 111
<i>Extra insurance</i>	23. If the Vessel loads her cargo in White Sea ports in October the Charterers undertake to complete loading of the Vessel, clear the cargo, and present the Master with Bills of Lading for signature in time to enable the pilot to take the Vessel out of the port not later than on 31st October, failing which the Charterers shall pay to the Owners the actual amount paid to the Underwriters for extra insurance on current policies, except for delay through Owners' fault, the Owners crediting any rebate from the Underwriters as and when received. The amount of extra insurance premium to be remitted immediately on receipt by the Charterers of the original accounts of the Underwriters which are to be sent by the Owners.	112 113 114 115 116 117 118
<i>Discharging Notice of arrival</i>	24. The Master shall telegraph to the Consignees or their Agents mentioned in Box 33 on Vessel's sailing from the port of loading stating Vessel's name, quantity of cargo loaded and the date of expected arrival at the port of discharge. The notice of expected time of Vessel's arrival at the port of discharge shall also be given by the Master the number of hours prior to Vessel's arrival as indicated in Box 34.	119 120 121 122
<i>Notice of readiness</i>	25. Written notice of readiness to discharge the cargo shall be given by the Master or the Vessel's Agents on his behalf to the Consignees or their Agents within ordinary office hours after the Vessel's arrival at the port of discharge, provided the Vessel is in all respects ready to discharge (whether the Vessel is in berth or not).	123 124 125
<i>Counting of laytime</i>	26. The laytime for the discharging shall count from 14.00 hours on the same day if notice of readiness (as per Clause 25) is given before noon and from 08.00 hours on the following working day if notice is given within ordinary office hours after noon, but in each case if discharging is commenced earlier, the laytime shall count from the actual commencement. The time from cessation of ordinary working time on Saturday or a day before a holiday until commencement of ordinary working time on Monday or the day following a holiday is excepted and shall not count as laytime, unless used, in which event the actual time used shall count. Time lost through weather hindrances not to count.	126 127 128 129 130 131 132
<i>Subsequent ports</i>	If the vessel is directed to one or several further port(s) for discharging the laytime at the subsequent port(s) shall count immediately after the Vessel's arrival.	133 134
<i>Waiting for berth</i>	Should the Vessel be prevented from entering port, harbour, dock or berth or from arriving at or off the discharging port by any reason other than weather, tidal conditions or inefficiency of the Vessel, the Vessel shall be regarded as if ready for discharging, and time shall count as above. The time occupied in moving to the discharging berth shall not count. If the Vessel after berthing is not found ready in all respects, the actual time lost until she is in fact ready shall not count as laytime.	135 136 137 138 139 140
<i>Discharging rate</i>	27. The cargo shall be discharged by the Consignees free of any risk and expense to the Owners at the average rate per working day of 24 consecutive hours stated in Box 19.	141 142
<i>Overtime</i>	28. The Consignees/Charterers/Master have the option to request that the discharging be carried out beyond ordinary working hours and during excepted periods, the Owners providing free of charge all Vessel's facilities inclusive of service of officers and crew. Extra cost of stevedores and all extra discharging expenses incurred on shore to be for account of the party requesting the overtime. If such discharging is ordered by Port Authorities the discharging overtime expenses shall be equally shared between Consignees and Owners, the latter always paying full overtime earned by Vessel's officers and crew.	143 144 145 146 147 148 149
<i>Winch Clause</i>	29. The Owners shall provide for discharging, if and when requested, winches which are to be in good working order, and power to drive all winches simultaneously, also to provide free of expense to the Charterers running gear, winchmen from the crew, if requested and permitted, during day and night, and light as on board. If the employment of winchmen from the crew is not permitted according to local regulations, the Consignees shall provide and pay for winchmen from shore. The stevedores and winchmen from shore shall be considered servants of the Consignees, but they shall follow the Master's instructions in connection with the discharging.	150 151 152 153 154 155
<i>Demurrage</i>	30. If the Vessel be detained beyond her discharging time demurrage shall be paid by the Consignees at the rate per day or pro rata as stated in Box 21.	156 157
<i>Agency</i>	31. At the ports of loading and discharging the Vessel shall be consigned to the Owners' Agents.	158
<i>Shifting</i>	32. If the Vessel is required to discharge at more than one berth, shifting costs other than ship's officers' and crew's overtime, shall be paid by the Consignees and shifting time to count as laytime.	159 160
<i>Lighters</i>	33. The Consignees shall have the liberty to take delivery overside into lighters at their risk and expense.	161
<i>Deep tanks</i>	34. The Charterers shall not be obliged to load cargo into Vessel's deep tanks. Any extra expenses incurred due to loading goods in or discharging goods ex deep tanks have to be paid by the Owners and time used to this effect to be excepted from the laytime.	162 163 164
<i>Cancelling</i>	35. (a) Should the Vessel not be ready to load at the first port of loading before or at 4 p.m. on the cancelling date as specified in Box 12 the Charterers shall have the option of cancelling this Charter Party. Such option to be declared and the Charterers to send the Owners a telegram thereof within 48 consecutive hours (Sundays and holidays excepted) after receipt of Owners' telegram stating that the Vessel cannot reach her first port of loading under this Charter Party on or before the cancelling date, provided that such telegram be sent not earlier than nine running days prior to cancelling date for Baltic ports and twelve running days for White Sea ports. If the Charterers fail to do so the cancelling date shall be deemed prolonged and a new cancelling date shall be agreed upon. The option of cancelling to be declared latest on receipt of the notice of readiness to load. (b) In the event of the Vessel being chartered for "first open water", if the Vessel be not ready to load within three weeks of the official opening of the port for navigation where the Vessel is to commence loading or, if loading floated cargo, within three weeks of the time when the floating of the cargo alongside the Vessel is entirely unimpeded by ice, the Charterers shall have the option of cancelling the Charter Party.	165 166 167 168 169 170 171 172 173 174 175 176 177
<i>Fire</i>	36. If the goods intended for shipment under this Charter Party are destroyed by fire, or if fire prevents their production at mills, the Charterers shall have the liberty of cancelling this Charter Party, immediate notice thereof to be given by telegram to the Owners or their Agents. If a part of the cargo is shipped and the remainder of the goods intended for shipment is destroyed by fire, or if fire prevents its production at mills, Charterers' liability to ship the balance of the cargo shall thereupon cease and the Vessel shall proceed with the cargo then on board, having liberty to fill up for Owners' benefit at the same or at any other port or ports either for the same destination or for any other port or ports whether any of such ports are in the course of the chartered voyage or not. If floods and/or ice conditions prevent the manufacture of the goods or their transit to the port of loading the Charterers shall have the option to cancel this Charter Party without liability for damages provided they give telegraphic notice of such prevention to the Owners or their Agents not later than on receipt by the Shippers or their Agents of the 48-hour notice of the Vessel's probable time of arrival according to Clause 9.	178 179 180 181 182 183 184 185 186 187

Exceptions	37. The Owners shall not be liable for loss or damage arising or resulting from unseaworthiness unless caused by 188 want of due diligence on the part of the Owners to make the Vessel seaworthy, and secure that the Vessel is properly 189 manned, equipped and supplied and to make the holds and all other parts of the Vessel in which goods are carried fit 190 and safe for their reception, carriage and preservation. The Owners shall not be responsible for loss or damage arising 191 or resulting from: Act, neglect, or default of the Master, mariners, pilot, or the servants of the Owners in the navigation 192 or in the management of the Vessel: Fire, unless caused by actual fault or privity of the Owners: Perils, dangers and acci- 193 dents of the sea or other navigable waters: Act of God: Act of war: Act of Public enemies: Arrest or restraint of 194 princes, rulers or people, or seizure under legal process: Quarantine restrictions: Act or omission of the Shippers or the 195 Owners of the goods, their Agents or representatives: Strikes or lock-outs or stoppage or restraint of labour from whatever 196 cause, whether partial or general: Riots and civil commotions: Saving or attempts to save life or property at sea: Wastage 197 in bulk or weight or any other loss or damage arising from inherent defect, quality, or vice of the goods: Insufficiency 198 of packing: Insufficiency or inadequacy of marks: Latent defects not discoverable by due diligence. Any other cause 199 arising without the actual fault or privity of the Owners, or without the fault or neglect of the Agents or servants of the 200 Owners. 201
Substitution	38. The Owners have the liberty to substitute a vessel of similar size, draught, class and position on the terms of 202 this Charter Party provided they give telegraphic notice to the Charterers latest 14 days prior to the probable date of 203 Vessel's arrival at the first port of loading. 204
Deviation	39. The Vessel shall have liberty to tow and to be towed and to assist vessels in distress and to deviate for the 205 purpose of saving life or property, to sail without pilot and to call at any ports in any order, for bunkering or other 206 purposes or to make trial trips after notice, or adjust compasses and/or radio equipment, and reasonable exercise of any 207 of these liberties shall not be deemed to be a departure from the contractual route. 208
Re-chartering	40. The Charterers with the consent of the Owners may re-charter the Vessel without prejudice to this Charter, but 209 the Charterers shall always remain responsible to the Owners for due fulfilment of this Charter. 210
Cesser Clause	41. The Charterers' liability shall cease as soon as the cargo is shipped and advance of freight, deadfreight and 211 demurrage in loading, if any, are paid or a letter of guarantee given by the Charterers or their bankers to pay such sum 212 as shall be due to the Owners by agreement or arbitration. The Owners shall have an absolute lien upon the cargo for all 213 freight, deadfreight and demurrage, but the Owners undertake not to exercise any lien on the cargo if the Charterers 214 issue a letter of guarantee signed by the Charterers or their Bankers for the amount in dispute. 215
General Average	42. General Average shall be settled in the place stated in Box 29 according to York/Antwerp Rules, 1950. Should 216 the Vessel put into any port leaky or with damage the Owners shall without delay inform the Charterers thereof. 217 The Cargo's contribution to General Average shall be paid to the Owners even when such average be the result of fault, 218 neglect or error of the Master, pilot or crew. The Charterers, Shippers and Consignees expressly renounce the Netherlands 219 Commercial Code, Art. 700, and the Belgian Commercial Code, Part II, Art. 148. 220
Ice Loading Port	43. (a) If the Vessel cannot reach the port of loading by reason of ice when she is ready to proceed from her last 221 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 222 the Vessel being frozen in - is at liberty to leave without cargo; in such cases this Charter Party or, if the Charter Party 223 is for more than one voyage, the voyage in question shall be null and void. 224 (b) If during loading the Master, for fear of the Vessel being frozen in, deems it advisable to leave, he has liberty 225 to do so with what cargo he has on board and to proceed to any other port with the option of completing cargo for 226 Owners' own account to any port or ports including the port of discharge. Any part cargo thus loaded under this Charter 227 Party to be forwarded to destination at Owners' expense against payment of the agreed freight, provided that no extra 228 expenses be thereby caused to the Consignees, freight being paid on quantity delivered (in proportion if lumpsum), all 229 other conditions as per Charter Party. 230 (c) In case of more than one loading port, and if one or more of the ports are closed by ice, the Master or Owners 231 to be at liberty either to load the part cargo at the open port and fill up elsewhere for the Owners' own account as under 232 sub-clause (b) or to declare the Charter Party or, if the Charter Party is for more than one voyage, the voyage in ques- 233 tion null and void unless the Charterers agree to load all cargo at the open port. 234 (d) Should ice prevent the Vessel from reaching the port of discharge, the Consignees shall have the option of keep- 235 ing the Vessel waiting until the re-opening of navigation and paying demurrage, or of ordering the Vessel to a safe and 236 immediately accessible port where she can safely discharge without risk of detention by ice. Such orders to be given 237 within 48 hours after the Owners or Master have given notice to the Charterers of impossibility of reaching port of des- 238 tination. 239 (e) If during discharging the Master, for fear of Vessel being frozen in, deems it advisable to leave, he has liberty 240 to do so with what cargo he has on board and proceed to the nearest safe and accessible port. Such port to be nominated 241 by the Charterers/Consignees as soon as possible, but not later than 24 running hours, Sundays and holidays excluded, 242 of receipt of Owners' request for nomination of a substitute discharging port, failing which the Master will himself 243 choose such port. 244 (f) On delivery of the cargo at such port, all conditions of the Bill of Lading shall apply and the Owners shall re- 245 ceive the same freight as if the Vessel had discharged at the original port of destination except that if the distance to 246 the substitute port exceeds 100 nautical miles, the freight on the cargo delivered at that port to be increased in propor- 247 tion. 248 (g) This Ice Clause from (a) to (f) not to apply in the spring. 249
Voyage and Discharging Port	44. If the cargo cannot be loaded by reason of a strike on the Vessel or cannot be discharged by reason of a strike or 250 lock-out of any class of workmen essential to the discharge of the cargo, or by reason of epidemics delaying loading and/ 251 or discharging, the time for loading and/or discharge shall not count during the continuance of such strike or lock-out or 252 epidemic, and in case of any delay by reason of the before-mentioned causes, no claim for damages shall be made by 253 the Shippers, the Consignees of the cargo, the Owners of the Vessel, or by any other party under this Charter. 254
War Clause	45. (a) If the nation under whose flag the Vessel sails shall be at war, whereby the free navigation of the Vessel 255 is endangered, or if prohibition of export or blockade prevent the loading or completion of cargo, this Charter shall 256 be cancelled forthwith at the last outward port or at any subsequent period when the difficulty may arise. 257 (b) The Vessel shall have liberty to comply with any orders or directions as to departure, arrival, routes, ports of 258 call, stoppages, destination or otherwise howsoever given by the Government of the nation under whose flag the Vessel 259 sails or any department thereof, or any person acting or purporting to act with the authority of such Government or of 260 any department thereof, or by any Committee or person having under the terms of the War Risks' Insurance on the 261 Vessel, the right to give such orders or directions and if by reason of and in compliance with any such orders or direc- 262 tions anything is done or is not done, the same shall not be deemed a deviation, and delivery in accordance with such 263 orders or directions shall be a fulfilment of the contract voyage and the freight shall be payable accordingly. 264
Brokerage	46. A brokerage as indicated in Box 31 calculated upon the freight and deadfreight is due by the Owners to the 265 party mentioned in Box 32 on shipment of the cargo (Vessel lost or not lost). 266
Claims	47. Notice of any claim under this Charter Party shall be given within twelve months of the date of final discharge, 267 otherwise all claims shall be deemed to be waived. 268
Arbitration	48. (a) Any dispute arising under this Charter Party shall be referred to arbitration in the place mentioned in 269 Box 30 in accordance with the law and procedure prevailing there. 270 (b) Any dispute arising under this Charter Party shall be referred to arbitration in the country of the Respondent in 271 accordance with the arbitration law and procedure prevailing in such country. 272 (c) Any dispute arising out of any Bill of Lading issued under this Charter Party in respect of goods destined for 273 port(s) of the United Kingdom and the Republic of Ireland shall be referred to arbitration and shall, in default of 274 agreement between the parties to the contrary, be held in London in accordance with the provisions of the Arbitration 275 Act 1950. 276 The dispute shall be referred to a sole Arbitrator to be agreed between the parties or failing such agreement to two 277 Arbitrators, one to be appointed by each of the parties with power to appoint an Umpire. 278

Note: (a) and (b) are alternatives and (b) applies if Box 30 is not filled in.  
Note: (c) is applicable only to disputes arising out of Bills of Lading in respect of goods destined for port(s) of the United Kingdom and Republic of Ireland