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1. Shipbroker	CODE NAME: "GASVOY" (BOX LAYOUT)	
	2. Place and date	
3. Owners/Chartered Owners/Disponent Owners	4. Charterers	
5. Vessel's name	6. Flag	7. Class (Cl. 1)
8. Type of vessel (motor or steam)	9. Total dw. (abt.) in tons of 2,240 lbs. and correspond. s.w. draft on summer mark	
10. Capacity for contracted cargo (in metric ts. or ts. of 2,240 lbs.; also state commodity) (10 per cent. more or less at owners' opt.) (Cl. 11)	11. Cargo tank volume in cubic metres at 100%	
	12. Maximum service gauge pressure in vessel's tanks	
13. Last cargo before commencement of this Charter Penultimate cargo before commencement of this Charter	14. Lowest temperature permissible in tanks	
	15. Maximum back pressure vessel's pumps will withstand (Cl. 9)	
16. Commitments prior to commencement of this Charter (Cl. 2)	17. Present position	
	18. Expected readiness to load	
19. Loading range or place(s) (Cl. 2)	20. Laydays date (Cl. 6)	21. Cancelling date (Cl. 6)
	22. Total laytime for load. and disch. in running hours, S.H.I.N.C. (Cl. 8)	
23. Discharging range or place(s) (Cl. 2)	24. Notice time in running hours (Cl. 7)	
	25. Demurrage rate per running day and pro rata (Cl. 13)	
26. Description and quantity of cargo (if full and complete cargo not agreed, indicate "part cargo") (Cl. 2)		
Commodity		Quantity
Specific gravity of cargo at a temperature of 15 Centigrades of about		but no more than (indicate two figures)
Cargo shall be delivered at ship's flange at a temperature not below ° Centigrades and not above ° Centigrades within a maximum vapour pressure of (indicate 3 figures)		
27. Vessel's tanks conditions for loading (Cl. 5)		
Atmosphere		Temperature
Gasing/cooling, time/expenses to be for account of		
Other conditions		
28. Freight rate (Cl. 10)	29. Beneficiary and his bank account (Cl. 10)	
30. Currency, mode of payment (Cl. 10)		
31. General average shall be adjusted in (Cl. 25)		
32. Numbers of additional clauses attached, covering special provisions, if agreed		

PREAMBLE. It is this day agreed between the Owners/Chartered Owners/Disponent Owners indicated in Box 3 (hereinafter referred to as Owners) of the good liquid gas tank vessel named in Box 5 and with particulars as specified in boxes above and the party mentioned in Box 4 (hereinafter referred to as Charterers) that, unless otherwise stated above, this Charter Party is for a full and complete cargo, namely the quantity vessel can carry when loaded to her minimum permissible freeboard for the voyage, not exceeding what she can reasonably stow and carry; that the cargo to be waterfree and that no cargo shall be shipped which is injurious to the vessel. It is further agreed that the transportation herein provided for shall be performed subject to the conditions contained in the "Gasvoy" Gas Voyage Charter Party which shall include Page 1 with boxes filled in as above including possible additional clauses attached as indicated in Box 32 and Pages 2 and following with Clauses 1 to 29. In the event of a conflict of conditions, the provisions of Page 1 shall prevail over those of Pages 2 and following to the extent of such conflict.

For the Owners	For the Charterers
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1. Warranty	1	6. Laydays and Cancelling Dates	67
Vessel's class as specified in Box 7 shall be maintained during the currency of this Charter Party, and Owners shall before and at the beginning of the loaded voyage exercise due diligence to make vessel seaworthy and in every way fit for the voyage, with her tanks, valves, pumps and pipelines tight, staunch, strong and in good order and condition and with a full and efficient complement of Master, officers and crew for a vessel of her type, tonnage and flag.	2 3 4 5 6 7 8	Laytime shall not commence before the date specified in Box 20, unless with Charterers' sanction. If vessel is not ready to load, as defined in Clause 7, by 12 midnight (24.00 hours) local time on the cancelling date specified in Box 21, Charterers shall have the option of cancelling this Charter Party.	68 69 70 71 72
2. Voyage	9	If it appears that vessel will be delayed beyond the cancelling date, Owners shall, as soon as they are in a position to state with reasonable certainty the day on which vessel should be ready, give notice thereof to Charterers asking whether they will exercise their option of cancelling, and the option must then be declared within forty-eight (48) hours of the receipt by Charterers of such notice. If Charterers do not then exercise their option of cancelling, the seventh day after the readiness date stated in Owners' notice shall be regarded as a new cancelling date for the purpose of this Clause.	73 74 75 76 77 78 79 80 81
Vessel shall proceed with all convenient despatch as soon as her prior commitments as specified in Box 16 are completed, to a safe berth, dock, anchorage, submarine line, alongside a vessel or vessels or lighter or lighters or any other place whatsoever as ordered by Charterers within the limits specified in Box 19 or so near thereto as she may safely get, lie and depart from, always afloat, and there load from the suppliers the cargo as described in Box 26 and being so loaded shall proceed as ordered on signing Bills of Lading direct to a safe berth, dock, anchorage, submarine line, alongside a vessel or vessels or lighter or lighters or any other place whatsoever as ordered by Charterers within the limits specified in Box 23 or so near thereto as she may safely get and lie, always afloat, and there deliver the cargo.	10 11 12 13 14 15 16 17 18 19 20 21 22	7. Notice of Readiness	82
The necessary loading orders shall be given by Charterers before the vessel sails from her previous port of call (or concurrent with the fixture of this Charter Party if vessel has already sailed) but Charterers shall have the option of ordering vessel to a safe place en route to loading or discharging port(s) or place(s) as defined above for radio orders.	23 24 25 26 27 28	When vessel has arrived at a loading or discharging port or place, or off such port or place if vessel cannot berth by reason of the berth being occupied or by reason of port congestion or weather conditions or any other cause beyond the control of Owners, and is ready to load or discharge, a notice of readiness, which may be given during or outside usual business hours or on a Sunday or holiday, shall be tendered to Charterers or their agent by the Master or vessel's agent by letter, telegram, telex, radio or telephone.	83 84 85 86 87 88 89 90
If Charterers exercise such option they shall nominate actual loading or discharging port(s) or place(s) in sufficient time to avoid delay to or deviation of vessel.	29 30 31	Vessel shall be deemed ready within the meaning of this Clause whether in free pratique or not and whether she is in or out of berth, and whether or not she has residual gas in her tanks.	91 92 93
3. Delay in giving Loading Orders	32	Laytime shall commence at the first loading and discharging port or place either at the expiration of the notice time as specified in Box 24 after the tendering of such notice (except that any delay in reaching her berth caused by the fault of vessel or her Owners shall not count) or immediately upon completion of mooring, with or without notice, whichever first occurs.	94 95 96 97 98 99
Any extra expenses incurred by Owners by reason of Charterers' failure to furnish loading orders in accordance with Clause 2 shall be refunded by Charterers who shall also pay, day by day, for any time thereby lost by vessel at the demurrage rate specified in Box 25, as well as the cost of any additional bunkers consumed as a result of deviation.	33 34 35 36 37 38	At subsequent port(s) or place(s) laytime shall commence when notice of readiness is tendered.	100 101
If Charterers are in default of such daily payments for a period in excess of the number of hours specified in Box 22, or if despite due payment the period of delay exceeds ten days, Owners shall have the right, without prejudice to any claim they may otherwise have against Charterers, of cancelling this Charter Party, and Owners thereupon shall have no further obligation thereunder.	39 40 41 42 43 44	8. Laytime	102
4. Delay in Commencement of Loading	45	The running hours specified in Box 22 shall be allowed Charterers for the loading and discharging of the cargo and other Charterers' purposes connected therewith, Charterers having the right of loading or discharging during the night, paying all extra expenses incurred ashore.	103 104 105 106 107
If after loading instructions have been given and laytime has commenced in accordance with the provisions of Clause 7, the commencement of loading is delayed beyond the expiry of the laytime as specified in Box 22, Charterers shall pay, day by day, demurrage in accordance with the provisions of Clause 13. If Charterers are in default of such daily payments for a period in excess of five days, or if despite due payment the time on demurrage exceeds ten days, Owners shall have the right, without prejudice to any claim they may otherwise have against Charterers, of cancelling this Charter Party, and Owners thereupon shall have no further obligation thereunder.	46 47 48 49 50 51 52 53 54 55 56	If Charterers, suppliers, consignees or the regulations of the port authorities prohibit loading or discharging at night, time so lost shall count as laytime. Time used for purging of tanks and/or gasing/cooling-down shall not count as laytime unless such operations are performed by order of Charterers and/or for their account.	108 109 110 111 112
5. Cleaning and Purging	57	Laytime shall continue until the hoses and/or connections have been disconnected or until all necessary cargo documents have been received on board, whichever is the later.	113 114 115
Unless vessel is allowed to load as per Page 1 in tanks as left by the last cargo carried prior to present loading, Owners to purge and clean tanks, pipes, pumps, and compressors to the satisfaction of Charterers' inspector which shall not be unreasonably withheld.	58 59 60 61	9. Loading and Discharging	116
If the tanks are in conformity with the stipulations as provided in Box 27 and Box 32, the vessel shall be deemed ready immediately within the meaning of this Clause. However, Charterers shall have the option of requiring further purging at their time, risk and expense.	62 63 64 65 66	The cargo shall be pumped into the vessel at the expense of and at the risk and peril of Charterers as far as vessel's permanent manifold connections only, and shall be pumped out of the vessel at the expense of and at the risk and peril of vessel as far as vessel's permanent manifold connections only.	117 118 119 120 121

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The Owners shall allow the use of vessel's heat exchanger, if available and if needed by Charterers. However, in such case any time so lost to be for Charterers' account.	135 136 137	to its completion, either on the vessel or on the freight, and whether or not measured by the quantity or volume of the cargo.	200 201
10. Freight Payment	138	16. Shifting	202
Freight shall be paid at the rate specified in Box 28 and calculated on the intaken quantity of cargo.	139 140	Charterers shall have the right to load and/or discharge at more than one berth at each port or place on payment of all expenses incurred in moving vessel from the first to the second and any subsequent berth, including any bunkers consumed whilst shifting and any dues incurred in excess of those which would have been incurred if all the cargo had been loaded or discharged at the first berth only. Time used in shifting between berths shall count as laytime.	203 204 205 206 207 208 209 210
Freight shall be due and payable by Charterers on shipment and shall be paid as specified in Boxes 29 and 30 in cash, without discount, and be deemed earned vessel and/or cargo lost from any cause whatsoever or not lost.	141 142 143 144	17. Lighterage	211
11. Deadfreight	145	Any lighterage shall be at the expense, risk and peril of Charterers and any time lost to vessel on account of lighterage shall count as used laytime. Lighterage shall be effected only in a place or places where vessel can continuously lie safely and always afloat.	212 213 214 215
Should Charterers or their agents fail to supply a cargo as specified in Box 26, deadfreight shall be payable in the manner specified for payment of freight in Boxes 29 and 30, on the difference between the quantity loaded and a cargo as specified in Box 26, but in no event shall Charterers be required to furnish cargo in excess of the quantity stated in Box 10 as the vessel's capacity for cargo.	146 147 148 149 150 151	18. Cargo Temperature	216
12. Slack Tanks	152	Always subject to Clause 23 hereafter the vessel shall be capable of maintaining and shall use the necessary facilities on board to maintain while in transit and during discharge the product at the same temperature at which said product was received at vessel's flange upon loading. Should the product be loaded into the vessel at a temperature different to the temperature specified for the said cargo in Box 26, any time lost during loading or during discharge of the cargo and any extra expense and/or any loss of said cargo as a consequence thereof shall be for Charterers' account.	217 218 219 220 221 222 223 224 225
Vessel shall not be required to proceed to sea until such of her tanks are filled as will place her in a seaworthy condition.	153 154	Charterers may require to heat or cool-down the cargo during sea passages provided always within vessel's temperature and pressure specifications and within vessel's plant capabilities while in good operating order. Assuming the vessel has complied with the foregoing any time in port required for heating or cooling-down shall count as used laytime unless otherwise stated. But notwithstanding any provision herein contained, Owners shall not be responsible if the required temperature is not achieved by reason of any cause(s) beyond their control.	226 227 228 229 230 231 232 233 234
13. Demurrage	155	Charterers hereby agree to indemnify Owners in full against all claims for loss of and damage to the cargo resulting from their complying with Charterers' heating or cooling instructions.	235 236 237
Charterers shall pay demurrage at the rate specified in Box 25 after the expiry of the laytime specified in Box 22 for all time by which the loading and discharging time and used laytime exceeds the allowed laytime as specified in Box 22. Payment of demurrage to be made in the same manner as stated in Boxes 29 and 30 for the payment of freight and such payment will be due from Charterers day by day.	156 157 158 159 160 161 162	19. Liberty	238
If, however, demurrage accrues at port(s) or place(s) of loading or discharging by reason of strike or lockout preventing or delaying vessel from entering the port or place of loading or discharging or from loading or discharging the cargo, or by reason of fire or explosion or breakdown of the shore machinery of the Charterers or their agents not resulting from negligence on their part or on the part of their servants or agents, the rate of demurrage shall be reduced to one-half for any demurrage thereby incurred.	163 164 165 166 167 168 169 170	The vessel shall have the liberty to proceed via any route, to call at any port or ports whatsoever in any order in or out of the route, to sail with or without pilots, to tow or be towed, to make trial trips with or without notice, to adjust compasses and/or radio equipment, to repair or drydock with or without cargo on board and to deviate for the purpose of saving life or property or of landing any ill or injured person on board or for bunkers or stores or for any other purpose whatsoever. The exercise of any liberty in this clause shall form part of the agreed voyage.	239 240 241 242 243 244 245 246 247
However, in case of delay to vessel caused by any such strike, lockout, fire, explosion or breakdown, commencing or occurring after expiry of the laytime, the full demurrage rate shall apply.	171 172 173	20. Ice	248
Charterers shall not be liable for demurrage during any delay caused by strike or lockout of the Master, officers or crew.	174 175	(a) If on passage to a nominated port or place of loading or discharging the Master finds that the port or place cannot be safely reached owing to ice, he shall immediately request Charterers by radio for revised orders and remain outside the area of icebound waters.	249 250 251 252
14. Lien	176	Upon receipt of such request, Charterers shall give orders for the vessel to proceed to an alternative safe, ice-free and accessible port or place where there are facilities for delivering or receiving the cargo in bulk. In this event, freight shall be paid at the rate applicable under this Charter Party to such alternative loading or discharging port or place and in addition any period by which the time taken to reach either or both such alternative ports or places exceeds the time which would have been taken had the vessel proceeded thither direct shall be paid for by Charterers at the rate of demurrage as specified in Box 25 per running day and pro rata for part of a running day, plus the cost of any additional bunkers consumed.	253 254 255 256 257 258 259 260 261 262 263 264
Owners shall have a lien on the cargo for freight, deadfreight, demurrage, damages for detention and for all other of their claims whatsoever that arise out of this Charter Party, including expenses incurred in enforcing such lien.	177 178 179 180	If no rate of freight is specified in Box 28 for the selected alter-	265
If for any reason whatsoever a lien as aforesaid cannot be exercised during discharge, the Master shall have the right to refuse to commence discharge, or to suspend discharge at any time thereafter, until any or all claims as aforesaid have been paid or security therefor acceptable to the Owners has been provided. The Owners shall be entitled to compensation at the demurrage rate as specified in Box 25 for the delay in discharging caused thereby.	181 182 183 184 185 186 187		
15. Dues, Wharfage, Taxes	188		
Save for those hereinafter mentioned, dues and other charges levied against vessel shall be paid by Owners, and dues and other charges levied against the cargo shall be paid by Charterers. Without prejudice to the foregoing, unless otherwise provided for under the terms of any Rate Schedule which may be specified in Box 28 as the basis of the freight rate, vessel will be free of any wharfage, dock dues, quay dues, habilitation taxes or other taxes, assessments or charges calculated on the basis of the quantity of cargo loaded or discharged and free also of Customs' overtime, taxes on freight and any unusual taxes, assessments or governmental charges in force at the date of this Charter Party or becoming effective prior	189 190 191 192 193 194 195 196 197 198 199		

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- native port or place, then freight shall be paid at the rate applicable 266
for the voyage first nominated adjusted by allowance, at the de- 267
murrage rate specified in Box 25, for the difference in the time 268
taken for the actual voyage and the estimated time required to 269
perform the first nominated voyage, the cost of the difference in 270
bunker oil consumption and the difference, if any, in port charges 271
at the respective ports. 272
- (b) If on or after vessel's arrival at or off the nominated port or place 273
of loading or discharging there is a danger of the vessel being 274
frozen in, the Master shall proceed to the nearest safe and ice-free 275
position and at the same time request Charterers by radio for revised 276
orders. Immediately upon receipt of such request, Charterers shall 277
give orders for vessel either to proceed to an alternative safe, ice- 278
free and accessible port or place where there is no danger of vessel 279
being frozen in and where there are facilities for delivering or re- 280
ceiving the cargo in bulk or to return to and load or discharge at the 281
first nominated loading or discharging port or place. 282
If vessel is ordered to proceed to an alternative port, the sum in 283
respect of freight and delay to be paid by Charterers shall be as 284
specified in paragraph (a) of this clause, but if vessel loads or dis- 285
charges at the nominated port or place then the whole of the time 286
occupied from the time the Master's request for revised orders has 287
been received by the Charterers until shore hoses and/or con- 288
nections are disconnected after completion of loading or discharging 289
shall count against laytime or if vessel is on demurrage, for de- 290
murrage. Any risk of physical damage to vessel by reason of her 291
returning to a port or place where there is a danger of her being 292
frozen in shall be for Charterers' account and any delay caused 293
thereby shall count against laytime or if vessel is on demurrage, for 294
demurrage. 295
- 21. Quarantine** 296
If at time of nomination quarantine is in force at the nominated port 297
or place of loading or discharging, or if quarantine comes into force 298
whilst vessel is on demurrage, any time thereby lost by the vessel shall 299
be paid for by Charterers at the demurrage rate specified in Box 25. 300
If, however, quarantine comes into force at such port or place after 301
nomination but before the expiry of the laytime, half the time there- 302
by lost by the vessel shall count as laytime but after the expiration 303
of laytime, all time lost on account of quarantine shall be paid for 304
by Charterers at the demurrage rate specified in Box 25. 305
- 22. Agency** 306
Vessel shall be addressed to Owners' agents at port(s) or place(s) 307
of loading and discharging. 308
- 23. Exception Clause** 309
The provisions of Articles III (other than Rule 8), IV and VIII as 310
scheduled to the Carriage of Goods by Sea Act, 1924, of the United 311
Kingdom shall apply to this Charter Party and shall be deemed to 312
be inserted in extenso herein. This Charter Party shall be deemed 313
to be a contract for the carriage of cargo by sea to which the said 314
Articles apply and Owners shall be entitled to the protection of the 315
said Articles in respect of any claim made hereunder. 316
Neither Owners nor Charterers shall, except as otherwise expressly 317
provided in this Charter Party, be responsible for any loss, damage, 318
delay or failure in performance hereunder arising or resulting from 319
Act of God; Act of War; seizure under legal process; quarantine 320
restrictions; strikes; boycotts; lockouts; riots; civil commotions; and 321
arrest or restraint of princes, rulers or peoples. 322
Notwithstanding anything contained in this Charter Party the vessel 323
is not to be responsible for loss resulting from incondensable 324
matter, nor for any other loss or shortage except to the extent (if any) 325
that such loss or shortage exceeds one per cent. (1 %) of the 326
quantity stated in the Bill of Lading. 327
Furthermore the vessel is not to be responsible for any admixture 328
if more than one quality of gas is shipped; nor for leakage, con- 329
tamination, or deterioration in quality of the cargo unless the ad- 330
mixture, leakage, contamination, or deterioration results from (a) un- 331
seaworthiness existing at the time of loading or at the inception of 332
- the voyage which was discoverable by the exercise of due diligence, 333
or (b) error or fault of the servants of Owners in the loading, care, 334
or discharge of the cargo. 335
- 24. Both to Blame Collision Clause** 336
If vessel comes into collision with another vessel as a result of the 337
negligence of the other vessel and/or any act, neglect or default of 338
the Master, mariner, pilot or the servants of Owners in the navigation 339
or in the management of vessel, the owners of the cargo carried 340
hereunder will indemnify Owners against all loss or liability to the 341
other or non-carrying vessel or her Owners in so far as such loss 342
or liability represents loss of, or damage to, or any claim whatso- 343
ever of the owners of the said cargo, paid or payable by the other 344
or non-carrying vessel or her Owners to the owners of the said 345
cargo and set off, recouped or recovered by the other or non- 346
carrying vessel or her Owners as part of their claim against the 347
carrying vessel or Owners. 348
The foregoing provisions shall also apply where the owners, opera- 349
tors or those in charge of any vessel or vessels or objects other 350
than, or in addition to, the colliding vessels or objects are at fault 351
in respect of a collision or contact. 352
- 25. General Average and New Jason Clause** 353
General Average shall be payable according to the York/Antwerp 354
Rules, 1950, but if, notwithstanding the provisions specified in 355
Box 31 the adjustment is made in accordance with the law and 356
practice of the United States of America, the following clause shall 357
apply: 358
"In the event of accident, danger, damage or disaster before or 359
after the commencement of the voyage, resulting from any cause 360
whatsoever, whether due to negligence or not, for which, or for 361
the consequence of which, Owners are not responsible, by statute, 362
contract or otherwise, the cargo, shippers, consignees or owners 363
of the cargo shall contribute with Owners in general average to 364
the payment of any sacrifices, losses or expenses of a general 365
average nature that may be made or incurred and shall pay 366
salvage and special charges incurred in respect of the cargo. 367
If a salvaging vessel is owned or operated by Owners, salvage shall 368
be paid for as fully as if the said salvaging vessel or vessels be- 369
longed to strangers. Such deposit as Owners, or their agents, may 370
deem sufficient to cover the estimated contribution of the cargo 371
and any salvage and special charges thereon shall, if required, 372
be made by the cargo, shippers, consignees or owners of the 373
cargo to Owners before delivery." 374
- 26. War Risks** 375
(1) The Master shall not be required or bound to sign Bills of Lading for 376
any blockaded port or for any port which the Master or Owners in 377
his or their discretion consider dangerous or impossible to enter or 378
reach. 379
(2) (A) If any port of loading or of discharge named in this Charter 380
Party or to which the vessel may properly be ordered pursuant to 381
the terms of the Bills of Lading be blockaded, or (B) if owing to 382
any war, hostilities, warlike operations, civil war, civil commotions, 383
revolutions, or the operation of international law (a) entry to any 384
such port of loading or of discharge or the loading or discharge 385
of cargo at any such port be considered by the Master or Owners 386
in his or their discretion dangerous or prohibited, or (b) it be con- 387
sidered by the Master or Owners in his or their discretion dangerous 388
or impossible for the vessel to reach any such port of loading or of 389
discharge - the Charterers shall have the right to order the cargo 390
or such part of it as may be affected to be loaded or discharged 391
at any other safe port of loading or of discharge within the range 392
of loading or discharging ports respectively established under the 393
provisions of the Charter Party (provided such other port is not 394
blockaded or that entry thereto or loading or discharge of cargo 395
thereat is not in the Master's or Owners' discretion dangerous or 396
prohibited). If in respect of a port of discharge no orders be re- 397
ceived from the Charterers within 48 hours after they or their agents 398
have received from the Owners a request for the nomination of a 399

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- substitute port, the Owners shall then be at liberty to discharge the cargo at any safe port which they or the Master may in their or his discretion decide on (whether within the range of discharging ports established under the provisions of the Charter Party or not) and such discharge shall be deemed to be due fulfilment of the contract or contracts of affreightment so far as cargo so discharged is concerned. In the event of the cargo being loaded or discharged at any such other port within the respective range of loading or discharging ports established under the provisions of the Charter Party, the Charter Party shall be read in respect of freight and all other conditions whatsoever as if the voyage performed were that originally designated. In the event, however, that the vessel discharges the cargo at a port outside the range of discharging ports established under the provisions of the Charter Party, freight shall be paid as for the voyage originally designated and all extra expenses involved in reaching the actual port of discharge and/or discharging the cargo thereat shall be paid by the Charterers or cargo owners. In this latter event the Owners shall have a lien on the cargo for all such extra expenses.
- (3) The vessel shall have liberty to comply with any directions or recommendations as to departure, arrival, routes, ports of call, stoppages, destinations, zones, waters, delivery or in any other wise whatsoever given by the government of the nation under whose flag the vessel sails or any other government or local authority including any de facto government or local authority or by any person or body acting or purporting to act as or with the authority of any such government or authority 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 directions or recommendations, anything is done or is not done such shall not be deemed a deviation. If by reason of or in compliance with any such direction or recommendation the vessel does not proceed to the port or ports of discharge originally designated or to which she may have been ordered pursuant to the terms of the Bills of Lading, the vessel may proceed to any safe port of discharge which the Master or Owners in his or their discretion may decide on and there discharge the cargo. Such discharge shall be deemed to be due fulfilment of the contract or contracts of affreightment and the Owners shall be entitled to freight as if discharge has been effected at the port or ports originally designated or to which the vessel may have been ordered pursuant to the terms of the Bills of Lading. All extra expenses involved in reaching and discharging the cargo at any such other port of discharge shall be paid by the Charterers and/or cargo owners and the Owners shall have a lien on the cargo for freight and all such expenses.
- 27. Bills of Lading**
Bills of Lading are to be signed as presented without prejudice to this Charter Party, and Charterers hereby indemnify Owners against all liabilities that may arise from the signing of Bills of Lading as presented to the extent that the terms of such Bills of Lading impose more onerous liabilities upon Owners than those assumed by Owners under the terms of this Charter Party.
Neither the Owners nor their Servants shall be required to sign or endorse Bills of Lading showing freight prepaid unless and until the freight due to Owners has actually been paid.
Charterers are to procure that all Bills of Lading issued under this Charter Party shall contain the Both to Blame Collision Clause, the General Average and New Jason Clause, and the War Risks Clause in the form prescribed in this Charter Party and that in addition all Bills of Lading shall contain the following Paramount Clause:
"Paramount Clause
This Bill of Lading shall
- sions of the Carriage of Goods by Sea Act, 1924, of the United Kingdom (or any statutory modification or re-enactment thereof), and to the Rules contained in the Schedule thereto as applied by that Act and nothing herein contained shall be deemed a surrender by the Owners of any of their rights or immunities or an increase of any of their responsibilities or liabilities under the said Act;
- (2) in relation to the carriage of any cargo from any port of shipment in territory in which legislation similar in effect to the Carriage of Goods by Sea Act, 1924, of the United Kingdom (or any statutory modification or re-enactment thereof), is in force have effect subject to such legislation and to the Rules contained in the Schedule thereto as applied by such legislation and nothing herein contained shall be deemed to be a surrender by the Owners of any of their rights or immunities under the said legislation or an increase of any of their responsibilities or liabilities under the said legislation; and
- (3) in any other case have effect as if the contract of carriage herein contained were a contract of carriage to which the provisions of the Carriage of Goods by Sea Act, 1924, of the United Kingdom (or any statutory modification or re-enactment thereof) applied and the Owners shall be entitled to the benefit of the privileges, rights and immunities conferred by the said Act and the Rules contained in the Schedule thereto as if the same were herein specifically set out. If any term of this Bill of Lading be repugnant to the provisions of the said Act or to the said legislation to any extent, such term shall be void to that extent but no further."
- 28. Subletting/Assigning**
Subject to Owners' approval, which shall not be unreasonably withheld, Charterers shall have the liberty of subletting or assigning this Charter Party to any individual or Company, but Charterers shall always remain responsible for the due fulfilment of all the terms and conditions of this Charter Party.
- 29. Law and Arbitration**
This Charter Party shall be governed by English Law and any dispute arising out of this Charter Party shall be referred to arbitration in London, one arbitrator being appointed by each party, in accordance with the Arbitration Act 1950 or any statutory modification or re-enactment thereof for the time being in force. On the receipt by one party of the nomination in writing of the other party's arbitrator, that party shall appoint their arbitrator within fourteen days, failing which the decision of the single Arbitrator appointed shall apply. If two Arbitrators properly appointed shall not agree they shall appoint an umpire whose decision shall be final.
- (1) in relation to the carriage of any cargo from any port in Great Britain or Northern Ireland to any other port whether in or outside Great Britain or Northern Ireland have effect subject to the provisions of the Carriage of Goods by Sea Act, 1924, of the United Kingdom (or any statutory modification or re-enactment thereof), and to the Rules contained in the Schedule thereto as applied by that Act and nothing herein contained shall be deemed a surrender by the Owners of any of their rights or immunities or an increase of any of their responsibilities or liabilities under the said Act;