

Otherwise see  
Part II Cl. No.:

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<b>1. Preamble</b>										1
(a) <i>Subject of Contract.</i> - It is hereby agreed between the Owners and the Charterers that the Vessel shall be presented at the loading port or so near thereunto as she may safely get and lie always afloat, and there - being in every respect fitted for carriage of the agreed cargo - shall load the cargo, which the Charterers bind themselves to supply, and carry it with all possible despatch (unless economic speed to conserve fuel expressly agreed) to the port of discharge or so near thereunto as she may safely get and lie always afloat, and deliver it there. Carriage under this Charter shall be performed against payment of freight and in accordance with the terms contained herein.										2
(b) <i>Identity of Parties.</i> - Parties described in Cl. 2 as Owners or (Time-)Chartered Owners or Disponents Owners or Disponents (hereinafter called 'Owners') and in Cl. 3 as Charterers - shall each be deemed to be a Party to this Charter, and no evidence shall be admissible to show that they have contracted merely as agents.										3
(c) <i>Construction of the Charter.</i> - This charter consists of PART I and PART II. Typewritten provisions of PART I (and of the Rider, if any) shall prevail over printed provisions of this Preamble and of PART II to the extent of any conflict between them.										4
<b>2. Owners</b>										5
									tlx. No.	6
<b>3. Charterers</b>										7
									tlx. No.	8
<b>4. Vessel name</b>									flag	9
GRT-NRT	DWAT*/DWCC*								now	10
UMS: GT-NT										11
<i>further particulars</i>										12
...go battens: not required*/required*										13
<b>5. Cargo</b> full*/part* cargo of										14
	% <u>more</u>									15
	less									16
	at Owner's option, exact quantity being declarable (when)									17
43(c)									of which	18
									may be carried on deck	19
19(b)	completion cargo: allowed*/not allowed*									20
-/39	<b>6. Laydays</b> not to commence before								CANCELLING DATE	21
-/32	<b>7. Loading</b> (a) port(s)/berth(s)									22
										23
27	(b) Vsl's max draught loaded								sw*/bw*/fw*	24
29(c)/23	(c) daily rate*/total laytime*									25
	(d) shore winch/cranemen for	account							(e) dunnage for	26
	(f) Shippers									27
										28
										29
										30
-/21									(g) cost load	31
24/32	<b>8. Discharge</b> (a) port(s)/berth(s)								(f) cost discharge	32
										33
27	(b) Vsl's max arrival draught								sw*/bw*/fw*	34
-/29(c)	(c) daily rate*/total laytime*									35
	(e) Consignees								(d) shore winch/cranemen	36
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**PART I-2**

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

For the Owners

For the Charterers

**UNIVERSAL VOYAGE CHARTER PARTY 1984  
(Revised Voyage Charter Party 1964)**

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**PART II**

Remark	134
Actual agreements that are at variance with the printed text of PART II - to be entered by typing in PART I or in the Rider (not in the printed text of PART II). Sub-clauses marked with an asterisk (*) are optional alternatives. The heading of the Sub-clause actually agreed - to be entered by typing in the relevant Clause of PART I, whereby all other alternatives in PART II shall become inapplicable.	135
<b>VESSEL and CARGO</b>	
<b>18. Vessel</b>	64
(a) <i>Prerequisites</i> . - Owners shall ensure that:	65
(aa) (class) the Vessel be classed Lloyd's Register 100 A 1 or equivalent, and Owners shall exercise due diligence to maintain that class throughout the performance of this Charter,	66
(ab) (technical requirements) the Vessel be equipped to meet the technical requirements as specified in Cl. 4,	67
(ac) (compliance with regulations etc.) the Vessel and her Master and crew will comply with all safety, health and other statutory rules, regulations and internationally recognized requirements as are necessary to secure safe and unhindered loading, performance of the voyage and discharge of the cargo.	68
(b) <i>Substitution</i> . - If in Cl. 4 Owners have expressly been given liberty to provide a substitute vessel, such substitute shall be in all respects equivalent to the Vessel named in this Charter.	69
<b>19. Cargo</b>	80
(a) <i>Warranty</i> . Charterers warrant that - unless otherwise specified in Part I - the cargo referred to in Cl. 5 is non-dangerous for carriage according to applicable safety regulations including IMO Code(s).	81
(b) <i>Completion</i> . - If in Cl. 5 Owners have been given an option of completing with other cargo, the latter must in no way be detrimental to cargo under this Charter and is to be effectively separated therefrom at Owners' expense.	82
<b>LOADING</b>	
<b>20. Advance notices</b>	87
(a) <i>Approximate date</i> . - Shippers are to receive from Owners a written notice stating the approximate date of Vessel's readiness to load, containing also Vessel's name and the approximate quantity of cargo required.	88
(b) <i>Definite date</i> . - Shippers are to receive from Owners a written notice of the definite date of Vessel's readiness to load, containing also Vessel's name and the approximate quantity of cargo required.	89
The definite date of Vessel's readiness to load shall not be earlier than the approximate date.	90
In the event of Owners giving a too short notice of the definite loading date, commencement of the laytime shall be postponed by the number of days by which the notice has fallen short of the period agreed in Cl. 9.	91
See also Cl. 27 'd' (Earlier commencement).	92
(c) <i>ETA</i> . - The Master shall despatch to Shippers an E(xpected) T(ime of) A(rrival) message as per Cl. 9, or - if Vessel lying at the port of loading - shall give to Shippers a 48-hours notice of Vessel's expected readiness to load the cargo under this Charter.	93
(d) <i>Alteration in readiness</i> . - Shippers are to be kept advised of any alteration in Vessel's expected readiness to load.	94
<b>21. Cost (always subject to Cl. 33: Overtime)</b>	95
* (a) <i>Free in and stowed/trimmed</i> . - Charterers shall load and stow/trim the cargo on board the Vessel free of expense to Owners.	96
Stowage includes the lashing and/or securing of the cargo.	97
* (b) <i>Free in and spout/grab trimmed</i> . - Charterers shall load/dump the cargo into Vessel's holds and trim it mechanically with shore spout, or (at Charterers' option) with shore grabs, at their expense. Any extra trimming and/or levelling as required by Master shall be for Owners' account and time so used not to count as laytime or demurrage.	98
* (c) <i>Gross terms</i> . - Charterers shall bring the cargo alongside the Vessel under hook unslung, or under grab, at their expense, and Owners shall sling, hook up, load and stow/trim the cargo at their expense.	99
<b>22. Cargo battens</b>	100
* (a) <i>Required</i> . - Before tendering Master's notice of readiness, the Vessel to have cargo battens fitted.	101
* (b) <i>Not required</i> . - Before tendering Master's notice of readiness, the Vessel to have cargo battens removed, failing which Charterers or their agents shall not be held responsible for any damage to battens during loading/discharge.	102
<b>23. Dunnage</b>	103
* (a) <i>For Charterers' account</i> . Charterers shall provide and lay all dunnage material as required by Master for proper stowage and protection of the cargo, Owners allowing the use of all dunnage available on board. Dunnage shall be laid in accordance with Master's instructions.	104
In the absence of disposal instructions from Charterers, Master shall have liberty to dispose of the dunnage upon discharge. Any proved cost incurred thereby to be refunded by Charterers.	105
* (b) <i>For Owners' account</i> . - Owners shall provide and lay all dunnage material required for proper stowage and protection of the cargo.	106
<b>24. Separation (see also Cl. 40 'b': Bs/L - Separate delivery)</b>	107
Charterers have the right to ship parcels of different description and/or different Consignees in separate compartments within Vessel's natural segregation provided that such stowage, carriage and discharge are compatible with Vessel's seaworthiness, and provided that such separation does not affect Owners' right to receive the quantity of cargo as per Cl. 5.	108
Charterers shall provide and lay all material as required by Master for proper separation of various parcels within Vessel's compartments, Owners allowing the use of all separation material available on board. Separation shall be laid in accordance with Master's instructions.	109
<b>DISCHARGE</b>	
<b>25. Cost (always subject to Cl. 33: Overtime)</b>	110
* (a) <i>Free out (or: Free discharge)</i> . - Charterers shall discharge the cargo from Vessel's holds, including shovel-cleaning, free of expense to Owners.	111
* (b) <i>Gross terms</i> . - Owners shall discharge the cargo from Vessel's holds, and place it unhooked and unslung, or dumped by grab, alongside the Vessel at their expense, and Charterers shall take the cargo from there at their expense.	112
<b>LOADING and DISCHARGE</b>	
<b>26. Notice of readiness (NOR)</b>	113
(a) <i>In port</i> . - When the Vessel - on arrival at the port - is in all respects ready (whether in loading/discharging berth or not) to load/discharge the cargo under this Charter, at each port of loading/discharge the Master shall tender to Shippers/Consignees a written notice of Vessel's readiness to load/discharge, stating at loading port(s) the quantity of cargo required.	114
Such notice to be tendered:	115
* (aa) <i>24 hrs SHINC</i> : at any time, day or night, Sundays (or their local equivalents) and holidays included,	116
* (ab) <i>24 hrs SHEX</i> : at any time, day or night, Sundays (or their local equivalents) and holidays excepted,	117
* (ac) <i>within office hrs SHEX</i> : within ordinary office hours, Sundays (or their local equivalents) and holidays excepted.	118
(b) <i>Off port</i> (not applicable in 'berth' charters). - If - on Vessel's arrival off the port of loading/discharge - Charterers or their agents have not indicated a readily accessible loading/discharging berth, the Master shall be entitled to tender a written notice of readiness (as per 'a' hereabove) from such place of arrival, whether cleared at customs or not, whether in free pratique or not.	119
However, if at that time the Vessel should be prevented from entering the port by reason of Vessel's inefficiency or of other hindrances which constitute Owners' usual hazards - notice of readiness may not be tendered until such hindrances have ceased to exist.	120
<b>27. Time counting</b>	121
(a) <i>Commencement</i> . - Laytime for loading/discharge shall commence to count:	122
* (aa) <i>upon NOR</i> : on tendering Master's notice of readiness to Shippers/Consignees or their agents	123
* (ab) <i>from 13.00 or 08.00 hrs</i> : at 13.00 hrs if Master's notice of readiness tendered to Shippers/Consignees or their agents before noon, or at 08.00 hrs next working day if notice tendered within office hours after noon.	124
Such notice time not to apply to second/subsequent port(s) of loading/discharge, where laytime always to count upon tendering Master's notice of readiness.	125
Unless with Charterers' consent, laytime at loading port not to commence counting earlier than on the day of the definite loading date given as per Cl. 20 'b'.	126
(b) <i>Excepted periods</i> (not applicable if SHINC terms agreed). - Sundays (or their local equivalents) and legal holidays to be excepted unless used, in which event actual time used shall count.	127
Periods indicated in Cl. 10 'c' (Loading: intervals) and in Cl. 11 'c' (Discharge: intervals) to be treated as Sunday or holiday time.	128
(c) <i>Weather hindrances</i> . - Laytime shall not count when the loading/discharge of cargo into/from the Vessel under this Charter is actually prevented by adverse weather conditions.	129
(d) <i>Earlier commencement</i> . - Notwithstanding provisions of Cl. 20'b' (Definite date) and of Cl. 27 'a', if the loading/discharge has started before the commencement of laytime, actual time used shall count in this period.	130
(e) <i>Waiting off port</i> . - If the notice of readiness as per Cl. 26 'b' (Off port) has been tendered while the Vessel was off the port, the laytime shall commence counting and shall count as if she were in berth.	131
The time of shifting to the loading/discharging berth or to a waiting berth in port shall not count.	132
After berthing, the actual time lost until the Vessel is in fact ready in all respects to load/discharge (incl. customs clearance, and free pratique if applicable) shall not count as laytime or time on demurrage.	133
(f) <i>Termination</i> . - Laytime/demurrage shall cease counting on completion of loading (incl. trimming/stowage/lashing/securing) respectively discharge (incl. shovel-cleaning and/or discharge of Charterers' dunnage), or draught survey, or repairs of stevedore damage as per Cl. 34'c' - whichever may be	134



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tely.	372	of the time provided for discharging, or of ordering the Vessel to a safe port where she can safely discharge without risk of being detained by strike or lock-out. Such orders to be given within 48 hours after Owners have given notice to Consignees of Vessel's readiness to discharge or of Owners' request for orders. All conditions of this Charter and of the Bill of Lading issued hereunder shall apply to the delivery of cargo at such substitute port, and Owners shall receive the same freight as if the cargo had been discharged at the original port of destination, except that if the distance of the substitute port exceeds 100 nautical miles, freight on the cargo delivered at the substitute port to be increased in proportion.	451 452 453 454 455 456 457 458 459 460
<b>41. Deviation</b>	373	(e) <i>Notification.</i> - The party who first learns about the occurrence of strike or lock-out shall immediately notify thereof the other party.	461 462
The Vessel shall have liberty to deviate for the purpose of saving life or property at sea, or in order to call at any port or place en route for fuel supplies as necessary for completion of the voyage under this Charter, or for any other reasonable purpose. Any such deviation to be reported to Charterers by radiogram as soon as possible.	374 375 376 377 378		
<b>42. Lien on cargo</b>	379	<b>47. Ice</b>	463
(a) <i>Lien.</i> - Owners shall have a lien on cargo for freight, deadfreight and demurrage (including damages for detention, if any) due to them under this Charter, including necessary cost of recovering same. Charterers to remain responsible for payment of these items, but Owners shall take all reasonable steps to obtain satisfaction of their claim by exercising the lien.	380 381 382 383 384	<b>Loading Port</b>	464
(b) <i>Security.</i> - In case of disputes over items payable by Charterers/Ship- pers/Consignees, the interested party shall have an option of providing a letter of guarantee issued by a first class bank, in which event Owners not to exercise lien on cargo for such items.	385 386 387 388	(a) <i>Before Vessel's arrival.</i> - If the Vessel cannot reach the loading port by reason of ice when she is ready to proceed from her last port, or at any time during the voyage, or on her arrival, or if frost sets in after her arrival, the Master - for fear of Vessel being frozen in - is at liberty to leave without cargo; in such cases this Charter shall be null and void.	465 466 467 468 469
<b>43. Responsibilities and immunities</b>	389	(b) <i>During loading.</i> - If during loading the Master - for fear of Vessel being frozen in - deems it advisable to leave, he has liberty to do so with what cargo he has on board and to proceed to any other port with option of completing cargo for Owners' own account to any port or ports including the port of discharge. Any part cargo thus loaded under this Charter to be forwarded to destination at Vessel's expense against payment of the agreed freight, provided that no extra expenses be thereby caused to Consignees, freight being paid on quantity delivered (in proportion if lump sum), all other conditions as per Charter.	470 471 472 473 474 475 476 477 478
(a) <i>International Rules.</i> - Provisions of the International Convention for the Unification of certain Rules relating to Bills of Lading signed at Brussels on 25th August 1924 (the 'Hague Rules'), shall apply to this Charter and to any Bill of Lading issued hereunder, the term 'Carrier', as used in these Rules, being taken to mean 'Owners' as party to this Charter. In respect of shipments to which national enactments of the said Rules are compulsorily applicable, provisions of such enactments shall prevail.	390 391 392 393 394 395 396	(c) <i>Loading at more than one port.</i> - In case of more than one loading port, and if one or more of the ports are closed by ice, the Master or Owners to be at liberty either to load a part cargo at the open port and fill up elsewhere for Owners' own account as under Sub-clause (b) or to declare the Charter null and void unless Charterers agree to load full cargo at the open port.	479 480 481 482 483 484
In trades where the above Convention as amended by the Protocol dated Brussels, 23rd February 1968 (the 'Hague-Visby Rules'), is compulsorily applicable, provisions of the Hague-Visby Rules shall apply.	397 398 399	<b>Voyage and Discharging Port</b>	485
(b) <i>Period of responsibility.</i> - Owners shall not be liable for loss of or damage to the cargo, howsoever arising, prior to loading into and after discharge from the Vessel.	400 401 402	(d) <i>Before Vessel's arrival.</i> - Should ice prevent the Vessel from reaching the port of discharge, Consignees shall have the option of keeping the Vessel waiting until the reopening of navigation and paying demurrage, or of ordering the Vessel to a safe and immediately accessible port where she can safely discharge without risk of detention by ice. Such orders to be given within 48 hours after Owners or Master have given notice to Charterers of impossibility of reaching port of destination.	486 487 488 489 490 491
(c) <i>Deck cargo and live animals.</i> - If shipment of deck cargo and/or live animals agreed, same to be carried at Charterers' risk. Deck cargo shall be secured under supervision of the Master.	403 404 405	(e) <i>During discharge.</i> - If during discharging the Master - for fear of Vessel being frozen in - deems it advisable to leave, he has liberty to do so with what cargo he has on board and to proceed to the nearest safe and accessible port. Such port to be nominated by Charterers/Consignees as soon as possible, but not later than 24 running hours, Sundays and holidays excluded, of receipt of Owners' request for nomination of a substitute discharging port, failing which the Master will himself choose such port.	492 493 494 495 496 497 498
(d) <i>General exemptions.</i> - Unless otherwise expressly provided in this Charter, neither party shall be responsible for any loss or damage or delay or failure in performance hereunder resulting from elements of nature; or from war, civil commotion, riot; or from act of state or of any ruling power; or from any unforeseeable event which cannot be avoided or guarded against, whether on land or at sea.	406 407 408 409 410 411	(f) <i>Discharge at substitute port.</i> - On delivery of the cargo at such port, all conditions of the Bill of Lading shall apply and Owners shall receive the same freight as if the Vessel had discharged at the original port of destination except that if the distance to the substitute port exceeds 100 nautical miles, freight on the cargo delivered at that port to be increased in proportion.	499 500 501 502 503 504
<b>44. Charterers' stevedores</b>	412	<b>48. War risks ("Voywar 1950")</b>	505
Where handling of the cargo is performed by stevedores appointed by Charterers or their agents, Master is to supervise the work performed by stevedores and to instruct them properly.	413 414 415	(1) In these Clauses "war risks" shall include any blockade or any action which is announced as a blockade by any Government or by any belligerent or by any organized body, sabotage, piracy, and any actual or threatened war, hostilities, warlike operations, civil war, civil commotion, or revolution.	506 507 508 509
Should the stevedores refuse to follow his instructions, Master to protest to them in writing and to advise Charterers immediately thereof, disclaiming Owners' responsibility for safety of the cargo so mishandled.	416 417 418	(2) If at any time before the Vessel commences loading, it appears that performance of the contract will subject the Vessel or her Master and crew or her cargo to war risks at any stage of the adventure, the Owners shall be entitled by letter or telegram despatched to the Charterers, to cancel this Charter.	510 511 512 513 514
<b>45. Sub-chartering</b>	419	(3) The Master shall not be required to load cargo or to continue loading or to proceed on or to sign Bill(s) of Lading for any adventure on which or any port at which it appears that the Vessel, her Master and crew or her cargo will be subjected to war risks. In the event of the exercise by the Master of his right under this Clause after part or full cargo has been loaded, the Master shall be at liberty either to discharge such cargo at the loading port or to proceed therewith. In the latter case the Vessel shall have liberty to carry other cargo for Owners' benefit and accordingly to proceed to and load or discharge such other cargo at any other port or ports whatsoever, backwards or forwards, although in a contrary direction to or out of or beyond the ordinary route. In the event of the Master electing to proceed with part cargo under this Clause freight shall in any case be payable on the quantity delivered.	515 516 517 518 519 520 521 522 523 524 525 526 527
Charterers may, under advice to Owners, sub-charter the Vessel, but shall always remain responsible to Owners for due fulfilment of this Charter and shall warrant that such sub-chartering will not restrict the Vessel in her future trading.	420 421 422 423	(4) If at the time the Master elects to proceed with part or full cargo under Clause 3, or after the Vessel has left the loading port, or the last of the loading ports if more than one, it appears that further performance of the contract will subject the Vessel, her Master and crew or her cargo, to war risks, the cargo shall be discharged, or if the discharge has been commenced shall be completed, at any safe port in vicinity of the port of discharge as	528 529 530 531 532 533
<b>46. Strike etc.</b>	424		
(a) <i>General principle.</i> - Neither Charterers nor Owners shall be responsible for the consequences of strike or lock-out preventing or delaying the fulfilment of any obligation under this contract.	425 426 427		
(b) <i>Loading port.</i> - In the event of strike or lock-out affecting the loading of cargo, or any part of it, when the Vessel is ready to proceed from her last port or at any time during the voyage to the port or ports of loading or after her arrival there, Owners may ask Charterers to declare that they agree to count the laytime as if there were no such hindrance. Unless Charterers have given such declaration in writing (by telegram, if necessary) within 24 hours, Owners shall have the option of cancelling this Charter. If part cargo has already been loaded, the Vessel must carry it to the port of discharge (freight payable on loaded quantity only) having liberty to complete with other cargo on the way for Owners' own account.	428 429 430 431 432 433 434 435 436 437		
(c) <i>Anticipated strike etc.</i> - In the event of strike or lock-out which can reasonably be expected - before the loading has commenced - to affect the discharge of cargo, Owners are at liberty to cancel this Charter unless Charterers declare (within 24 hours of receipt of Owners' notification of intended cancellation) that they agree to count the laytime at port of discharge as if there were no such hindrance, without prejudice to the Consignees' right of ordering the Vessel to a substitute port of discharge in accordance with Sub-clause (d). In the said 24 hours time for loading does not count.	438 439 440 441 442 443 444 445 446		
(d) <i>Discharging port.</i> - In the event of strike or lock-out affecting the discharge of cargo on or after Vessel's arrival at or off the port of discharge, Consignees shall have the option of keeping the Vessel waiting until such strike or lock-out is at an end against paying half demurrage after expiration	447 448 449 450		

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