

1. Shipbroker		UNITED NATIONS WORLD FOOD PROGRAMME VOYAGE CHARTER PARTY CODE NAME: "WORLDFOOD 99"		 PART I
2. Vessel's name		3. Place and date		
4. Owners and place of business (state full style and address)		5. Charterers and place of business World Food Programme of the United Nations Via Cesare Giulio Viola, 68/70 00148 Parco Dei Medici - ROME Tel: +39-06-6513-2988 Fax: +39-06-6513-2844		
6. Loading port(s) or place(s). If applicable, also state number of days prior declaration of actual load port(s) or place(s) (Cl. 2)		7. Discharging port(s) or place(s). If applicable, also state number of days prior declaration of actual discharge port(s) or place(s) (Cl.2)		
8. Cargo (also state quantity, if full and complete cargo not agreed state "part cargo") (Cl. 3)		9. Vessel's description (see also SCHEDULE A)		
10. Laydays date (Cl. 4)	11. Cancelling date (Cl. 5)	12. Present position/ETA first load port (Cl. 4)		
13. Advance notices (loading) (Cl. 6) to be given to: World Food Programme of the United Nations Fax: +39-06-6513-2844 & other parties:		14. Advance notices (discharging) (Cl.7) to be given to: World Food Programme of the United Nations Fax: +39-06-6513-2844 & other parties:		
15. Laytime for loading (Cl. 10)		16. Laytime for discharging (Cl. 10)		
17. Demurrage (loading and discharging) (Cl. 11)		18. Freight rate (Cl. 22)		
19. Freight payment (state currency and method of payment, beneficiary and bank account) (Cl. 22)		20. Brokerage commission and to whom payable (Cl. 38)		
21. Numbers of additional clauses covering special provisions, if agreed				

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

Signature (Owners)	Signature (Charterers)
--------------------	------------------------

Approved by
 The Documentary Committee of
 THE BALTIC AND INTERNATIONAL MARITIME COUNCIL (BIMCO)
 Copenhagen



Copyright, published by
 World Food Programme, Rome
 October 1986 (as revised October 1999)

**"WORLDFOOD 99"
SCHEDULE A**



Vessel's name

Owner's Details

A. Owner's name	The name of the registered Owner if the party identified in Box A is not the registered Owner
Address	Address
Telex	Telex
Phone	Phone
Contact	Contact
Owner's P&I Club	Registered Owner's P&I Club
Owner's Hull & Machinery Insurers/Hull & Machinery value	Registered Owner's Hull & Machinery Insurers/Hull & Machinery value
Certificates attached <p align="right">YES/NO</p>	Certificates attached <p align="right">YES/NO</p>

Vessel's Description

Flag	Year built
Call sign Fax/telex	Class
NT	GT
DWT	Draft
TPC	Speed
Gear	LOA
Beam	Twin hatch
Number of hatches	Hatch dimensions
Number of holds	
Grain cubic	Bale cubic

Supplementary Information

Last special survey	Last dry dock
Last 2 cargoes	
Details of General Average in last 2 years	Previous names in last 12 months

PART II
"Worldfood 99" Charter Party

and tear) caused by stevedores to any part of the Vessel. Such damage shall be notified as soon as reasonably possible, but latest when the Vessel is sailing from her last discharge port, by the Master to the Charterers or their agents and to their stevedores, failing which the Charterers shall not be held responsible. The Master shall endeavour to obtain the stevedores' written acknowledgment of the damage caused. The Charterers have the right to repair any stevedore damage at any time prior to completion of the voyage where practicable, or otherwise at a place mutually agreed between the parties, but must repair stevedore damage affecting the Vessel's seaworthiness or class before the Vessel sails from the port where such damage was caused or found. All additional expenses incurred shall be for the account of the Charterers and any time lost shall be for the account of and shall be paid to the Owners by the Charterers at the demurrage rate.	320 321 322 323 324 325 326 327 328 329 330 331 332 333	shall also particularise the alleged claims as above and shall indicate the total amount of the security required. (f) The freight and other sums due to the Owners shall be paid in the currency and in the manner stated in Box 19.	400 401 402 403
19. Overtime (a) <i>Expenses</i> - All overtime expenses at loading and discharging port(s) shall be for the account of the party ordering same. If overtime is ordered by port authorities or the party (not being the Charterers) controlling the loading and/or discharging terminal or facility, all overtime expenses are to be paid by the Charterers. Overtime expenses for the Vessel's officers and crew shall always be for the Owners' account. (b) <i>Time Counting</i> - If overtime ordered by the Owners is worked during excepted periods the actual time used shall count as laytime. If overtime ordered by the Charterers is worked during excepted periods half the actual time used shall count as laytime.	334 335 336 337 338 339 340 341 342 343 344 345	23. Dues, Taxes and Charges (a) <i>On the Vessel</i> - The Owners shall pay all dues, duties, taxes and other charges customarily levied on the Vessel, howsoever the amount thereof may be assessed. (b) <i>On the cargo</i> - The Charterers shall pay all dues, duties, taxes and charges levied on the cargo at the port of loading/discharging, howsoever the amount thereof may be assessed. (c) <i>On the freight</i> - Taxes levied on the freight shall be paid by the Owners.	404 405 406 407 408 409 410 411 412
20. Cargo Receipt (a) No bills of lading will be issued for shipments under this Charter Party. (b) The Owners agree to issue a Cargo Receipt as per the "Worldfoodreceipt 99" Cargo Receipt Form attached hereto incorporating all terms, conditions, liberties, clauses and exceptions of this Charter Party. In the event of a conflict of conditions between the Cargo Receipt and this Charter Party, the provisions of this Charter Party shall prevail to the extent of such conflict but no further.	346 347 348 349 350 351 352 353	24. Extra Insurance Any extra insurance on cargo owing to Vessel's age, class, flag or ownership shall be for the Owners' account and may be deducted from the freight. The Charterers shall furnish evidence of payment supporting any such deduction. Unless a maximum amount has been agreed, such extra insurance shall not exceed the lowest extra premium which would be charged for the Vessel and voyage in the London insurance market.	413 414 415 416 417 418 419
21. Tally (a) The Cargo Receipt shall be conclusive evidence of the quantity of cargo loaded. (b) If the cargo consists of bags, bales, cases and/or drums, the Vessel shall be responsible for the number of packages shipped and the provisions of sub-clause (a) also to apply. (c) At each discharging port, the Charterers shall appoint recognised tallymen to act jointly on behalf of the Owners and the Charterers. Such joint tally shall be binding upon both parties provided that such tally is kept during discharging and all costs shall be for the Charterers' account. (d) At each loading port the Owners and the Charterers shall accept the standard loading terminal procedures for weighing, control/checking and tally of cargo at the Charterers' expense.	354 355 356 357 358 359 360 361 362 363 364 365 366	25. Lien The Owners shall have a lien on the cargo for freight. The Charterers shall remain responsible for freight, dead freight and demurrage incurred at port(s) of loading and/or discharging.	420 421 422 423
22. Freight Payment (a) The freight at the rate indicated in Box 18 shall be calculated on the gross intaken weight/quantity stated in the Cargo Receipt. (b) 90 (ninety) per cent of the freight is due and payable by the Charterers within 5 (five) working days after release of signed Cargo Receipt. (c) The Charterers shall, if the Owners so request, pay any demurrage which is due, every 14 days in arrears. (d) The balance of freight with any adjustment for demurrage, despatch money, dead freight and/or any other sums payable to the Owners under this Charter Party and any Cargo Receipt issued hereunder shall be paid promptly by the Charterers upon receipt of the Owners' invoice in duplicate giving details of freight due, despatch/demurrage incurred at loading and discharging ports and supported by all the following documents in duplicate: (i) Statement of Facts signed by the Master and the Charterers' agent and/or representatives at both ends; (ii) Laytime statements (time sheets); (iii) Receipted commission invoices from all brokers mentioned in the Charter Party; (iv) A comprehensive Stowage Plan showing gross cargo quantities loaded hold by hold; (v) Surveyor's report on draft and cubic survey in respect of any dead freight claim which shall also be supported by a voucher approved by the Master and the Charterers/Shippers' representatives at loading port. (vi) A fully executed copy of the Charter Party. (e) The Charterers may deduct from any balance payable under (d) above a sufficient amount as security for duly particularised claims against the Owners for loss of or damage to cargo which shall have been established on discharge, but only insofar as the P & I Club stated in Schedule A shall have failed to provide a Letter of Undertaking to meet any proper liability of the Owners for such claims within 48 hours of a request from the Charterers for such Club Letter of Undertaking, which request	367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399	26. Liberty The Vessel shall have liberty to sail with or without pilots, to tow or go to the assistance of vessels in distress, to call at any port or place for oil fuel supplies, and to deviate for the purpose of saving life or property, or for any other reasonable purpose whatsoever. 27. United Nations Emergency Clause The Charterers have the right in case of an emergency situation arising to change the Vessel's destination, subject only to the Owners' consent, which shall not be unreasonably withheld. In this event, the Owners and the Charterers shall agree on any necessary adjustment in freight rates in consequence of the change of destination. Failing such agreement, the new rate shall be determined by a shipbroker appointed, at the request of either party, by the Institute of Chartered Shipbrokers, London, acting as valuer and not as arbitrator. 28. General Clause Paramount The International Convention for the Unification of Certain Rules of Law relating to Bills of Lading signed at Brussels on 25 August 1924 ("the Hague Rules") as amended by the Protocol signed at Brussels on 23 February 1968 ("the Hague-Visby Rules") and as enacted in the country of shipment shall apply to this Charter Party. When the Hague-Visby Rules are not enacted in the country of shipment, the corresponding legislation of the country of destination shall apply, irrespective of whether such legislation may only regulate outbound shipments. When there is no enactment of the Hague-Visby Rules in either the country of shipment or in the country of destination, the Hague-Visby Rules shall apply to this Charter Party save where the Hague Rules as enacted in the country of shipment or if no such enactment is in place, the Hague Rules as enacted in the country of destination, compulsorily applicable to shipments, in which case the provisions of such Rules shall apply. The Protocol signed at Brussels on 21 December 1979 ("the SDR Protocol 1979") shall apply where the Hague-Visby Rules apply, whether mandatorily or by this Charter Party. The Carrier shall in no case be responsible for loss of or damage to cargo arising prior to loading, after discharging, or while the cargo is in the charge of another carrier, or with respect to deck cargo and live animals.	424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458
		29. P & I Charter Party Pollution Clause (a) The Owners warrant that throughout the currency of this Charter Party they will provide the Vessel with certificates issued pursuant to Section 1016 (a) of the Oil Pollution Act 1990, and Section 108 (a) of the Comprehensive Environmental Response, Compensation and Liability Act 1980, as amended, in accordance with Part 138 of Coast Guard Regulations 33 CFR. (b) Notwithstanding anything whether printed or typed herein to the contrary, (i) save as required for compliance with paragraph (a) hereof, the Owners shall not be required to establish or maintain financial security or responsibility in respect of oil or other pollution damage to enable the Vessel lawfully to enter, remain in or leave any port, place, territorial or contiguous waters of any country, state or territory in performance of this Charter Party. (ii) The Charterers shall indemnify the Owners and hold them harmless in respect of any loss, damage, liability or expense (including but not limited to the costs of any delay incurred by the Vessel as a result of	459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476

PART II
"Worldfood 99" Charter Party

any failure by the Charterers promptly to give alternative voyage orders) whatsoever and howsoever arising which Owners may sustain by reason of any requirement to establish or maintain financial security or responsibility in order to enter, remain in or leave any port, place or waters, other than to the extent provided in paragraph (a) hereof.	477 478 479 480 481 482	discharge without risk of being detained by strike or lock-out. Such orders to be given within 48 hours after the Master or the Owners have given notice to the Charterers of the strike or lock-out affecting the discharge.	557 558 559
(iii) the Owners shall not be liable for any loss, damage, liability or expense whatsoever and howsoever arising which the Charterers and/or the holders of any cargo receipt(s) issued pursuant to this Charter Party may sustain by reason of any requirement to establish or maintain financial security or responsibility in order to enter, remain in or leave any port, place or waters, other than to the extent provided in paragraph (a) hereof.	483 484 485 486 487 488 489	On delivery of the cargo at such port, all conditions of this Charter Party and of the Cargo Receipt shall apply and the Vessel shall receive the same freight as if she had discharged at the original port of destination, except that if the distance to the substituted port exceeds 100 nautical miles, the freight on the cargo delivered at the substituted port to be increased in proportion.	560 561 562 563 564 565
30. ISM Clause	490	(c) Except for the obligations described above, neither the Charterers nor the Owners shall be responsible for the consequences of any strikes or lock-outs preventing or affecting the actual loading or discharging of the cargo.	566 567 568 569
From the date of coming into force of the International Safety Management (ISM) Code in relation to the Vessel and thereafter during the currency of this Charter Party, the Owners shall procure that both the Vessel and "the Company" (as defined by the ISM Code) shall comply with the requirements of the ISM Code. Upon request the Owners shall provide a copy of the relevant Document of Compliance (DOC) and Safety Management Certificate (SMC) to the Charterers.	491 492 493 494 495 496 497	34. Ice	570
Except as otherwise provided in this Charter Party, loss, damage, expense or delay caused by failure on the part of the Owners or "the Company" to comply with the ISM Code shall be for the Owners' account.	498 499 500	<i>Loading Port</i>	571
31. Both to Blame Collision Clause	501	(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 the Vessel being frozen in - is at liberty to leave without cargo; in such cases this Charter Party shall be null and void.	572 573 574 575 576
If the Vessel comes into collision with another vessel as a result of the negligence of the other vessel and any act, neglect or default of the Master, mariner, pilot, or the servants of the Owners in the navigation or in the management of the Vessel, the owners of the cargo carried hereunder will indemnify the Owners against all loss or liability to the other or non-carrying vessel or her owners insofar as such loss or liability represents loss of, or damage to, or any claim whatsoever of the owners of the said cargo, paid or payable by the other or non-carrying vessel or her owners to the owners of said cargo and set-off, recouped or recovered by the other or non-carrying vessel or her owners as part of their claim against the carrying Vessel or Owners.	502 503 504 505 506 507 508 509 510 511 512	(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 the Owners' own account to any port or ports including the port of discharge. Any part cargo thus loaded under this Charter Party to be forwarded to its destination at Vessel's expense against payment of the freight at the rate agreed in Box 18, on quantity delivered (in proportion if lump sum), all other conditions as per the Charter Party.	577 578 579 580 581 582 583 584 585
The foregoing provisions shall also apply where the owners, operators or those in charge of any vessel or vessels or objects other than, or in addition to, the colliding vessels or objects are at fault in respect of a collision or contact.	513 514 515 516	(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 the Owners 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 sub-clause (b) or to declare the Charter Party null and void unless the Charterers agree to load full cargo at the open port.	586 587 588 589 590 591
32. General Average and New Jason Clause	517	<i>Voyage and Discharging Port</i>	592
General average shall be adjusted in London according to York-Antwerp Rules 1994 and any subsequent modification thereof.	518	(d) <i>Before Vessel's arrival</i> - Should ice prevent the Vessel from reaching the port of discharge, the Charterers shall have the option of keeping the Vessel waiting until the re-opening of navigation and paying demurrage, or of ordering the Vessel to a safe and immediately accessible port where she can safely discharge without risk of detention by ice. Such orders to be given within 48 hours after the Owners or Master have given notice to the Charterers of impossibility of reaching port of destination.	593 594 595 596 597 598 599
If general average is to be adjusted in accordance with the law and practice of the United States of America, the following clause shall apply: "In the event of accident, danger, damage or disaster before or after the commencement of the voyage, resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequence of which, the Owners are not responsible, by statute, contract or otherwise, the cargo, shippers, consignees or the owners of the cargo shall contribute with the Owners in general average to the payment of any sacrifices, losses or expenses of a general average nature that may be made or incurred and shall pay salvage and special charges incurred in respect of cargo. If a salving vessel is owned or operated by the Owners, salvage shall be paid for as fully as if the said salving vessel or vessels belonged to strangers. Such deposit as the Owners, or their agents, may deem sufficient to cover the estimated contribution of the goods and any salvage and special charges thereon shall, if required, be made by the cargo, shippers, consignees or owners of the goods to the Owners before delivery".	519 520 521 522 523 524 525 526 527 528 529 530 531 532 533 534 535 536	(e) <i>During discharging</i> - If during discharging the Master, for fear of Vessel being frozen in, deems it advisable to leave, he has liberty to do so with what cargo he has on board and to proceed to the nearest safe and accessible port. Such port to be nominated by Charterers as soon as possible, but not later than 24 running hours, Sundays and holidays excluded, of receipt of Owners' request for nomination of a substitute discharging port, failing which the Master will himself choose such port.	600 601 602 603 604 605 606
33. Strike	537	(f) <i>Discharging at substitute port</i> - On delivery of the cargo at such port, all conditions of this Charter Party and of the Cargo Receipt shall apply and the Owners shall receive the same freight as if the Vessel had discharged at the original port of destination except that if the distance to the substitute port exceeds 100 nautical miles, the freight on the cargo delivered at that port to be increased in proportion.	607 608 609 610 611 612
(a) If there is a strike or lock-out affecting or preventing the actual loading of the cargo, or any part of it, when the Vessel is ready to proceed from her last port or at any time during the voyage to the port or ports of loading or after her arrival there, the Master or the Owners may ask the Charterers to declare, that they agree to reckon the laydays as if there were no strike or lock-out. Unless the Charterers have given such declaration in writing (by telegram, if necessary) within 24 hours, the Owners shall have the option of cancelling this Charter Party. If part cargo has already been loaded, the Owners must proceed with same, (freight payable on loaded quantity only) having liberty to complete with other cargo on the way for their own account.	538 539 540 541 542 543 544 545 546 547 548	35. War Risks	613
(b) If there is a strike or lock-out affecting or preventing the actual discharging of the cargo on or after the Vessel's arrival at or off port of discharge and same has not been settled within 48 hours, the Charterers shall have the option of keeping the Vessel waiting until such strike or lock-out is at an end against paying half demurrage after expiration of the time provided for discharging until the strike or lock-out terminates and thereafter full demurrage shall be payable until the completion of discharging, or of ordering the Vessel to a safe port where she can safely	549 550 551 552 553 554 555 556	(a) For the purpose of this Clause, the words:	614
		(i) "Owners" shall include the shipowners, bareboat charterers, disponent owners, managers or other operators who are charged with the management of the Vessel, and the Master; and	615 616 617
		(ii) "War Risks" shall include any war (whether actual or threatened), act of war, civil war, hostilities, revolution, rebellion, civil commotion, warlike operations, the laying of mines (whether actual or reported), acts of piracy, acts of terrorists, acts of hostility or malicious damage, blockades (whether imposed against all vessels or imposed selectively against vessels of certain flags or ownership, or against certain cargoes or crews or otherwise howsoever), by any person, body, terrorist or political group, or the Government of any state whatsoever, which, in the reasonable judgement of the Master and/or the Owners, may be dangerous or are likely to be or to become dangerous to the Vessel, her cargo, crew or other persons on board the Vessel.	618 619 620 621 622 623 624 625 626 627 628 629
		(b) If at any time before the Vessel commences loading, it appears that, in the reasonable judgement of the Master and/or the Owners, performance of the Charter Party, or any part of it, may expose, or is likely to expose, the Vessel, her cargo, crew or other persons on board the Vessel to War Risks, the Owners may give notice to the Charterers cancelling this Charter Party, or may refuse to perform such part of it as may expose, or may be likely to expose, the Vessel, her cargo, crew or other persons on board the Vessel to War Risks; provided always that if this Charter Party provides that loading or discharging is to take place	630 631 632 633 634 635 636 637 638

PART II
"Worldfood 99" Charter Party

within a range of ports, and at the port or ports nominated by the Charterers the Vessel, her cargo, crew, or other persons onboard the Vessel may be exposed, or may be likely to be exposed, to War Risks, the Owners shall first require the Charterers to nominate any other safe port which lies within the range for loading or discharging, and may only cancel this Charter Party if the Charterers shall not have nominated such safe port or ports within 48 hours of receipt of notice of such requirement.	639 640 641 642 643 644 645	companies are the only licenced agents. In the latter case, agents are to be nominated and appointed by the Owners. This additional provision will apply in all countries where applicable, except in China, Vietnam, Cambodia, DPRK and Burma where the Charterers shall nominate agents as above.	721 722 723 724 725
(c) The Owners shall not be required to continue to load cargo for any voyage, or to sign Bills of Lading for any port or place, or to proceed or continue on any voyage, or on any part thereof, or to proceed through any canal or waterway, or to proceed to or remain at any port or place whatsoever, where it appears, either after the loading of the cargo commences, or at any stage of the voyage thereafter before the discharge of the cargo is completed, that, in the reasonable judgement of the Master and/or the Owners, the Vessel, her cargo (or any part thereof), crew or other persons on board the Vessel (or any one or more of them) may be, or are likely to be, exposed to War Risks. If it should so appear, the Owners may by notice request the Charterers to nominate a safe port for the discharge of the cargo or any part thereof, and if within 48 hours of the receipt of such notice, the Charterers shall not have nominated such a port, the Owners may discharge the cargo at any safe port of their choice (including the port of loading) in complete fulfilment of the Charter Party. The Owners shall be entitled to recover from the Charterers the extra expenses of such discharge and, if the discharge takes place at any port other than the loading port, to receive the full freight as though the cargo had been carried to the discharging port and if the extra distance exceeds 100 miles, to additional freight which shall be the same percentage of the freight contracted for as the percentage which the extra distance represents to the distance of the normal and customary route, the Owners having a lien on the cargo for such expenses and freight.	646 647 648 649 650 651 652 653 654 655 656 657 658 659 660 661 662 663 664 665 666 667 668 669	38. Brokerage A brokerage commission at the rate stated in Box 20 on the freight, dead freight and demurrage earned and paid is due to the party or parties mentioned in Box 20. In case of non-execution at least 1/3 of the brokerage on the estimated amount of freight and dead freight to be paid by the party responsible for such non-execution to the Brokers as indemnity for the latter's expenses and work. In case of more voyages the amount of indemnity to be mutually agreed.	726 727 728 729 730 731 732 733 734
(d) If at any stage of the voyage after the loading of the cargo commences, it appears that, in the reasonable judgement of the Master and/or the Owners, the Vessel, her cargo, crew or other persons on board the Vessel may be, or are likely to be, exposed to War Risks on any part of the route (including any canal or waterway) which is normally and customarily used in a voyage of the nature contracted for, and there is another longer route to the discharging port, the Owners shall give notice to the Charterers that this route will be taken. In this event the Owners shall be entitled, if the total extra distance exceeds 100 miles, to additional freight which shall be the same percentage of the freight contracted for as the percentage which the extra distance represents to the distance of the normal and customary route.	670 671 672 673 674 675 676 677 678 679 680 681 682 683 684 685 686 687 688 689 690 691 692 693 694 695 696 697 698 699 700 701 702 703 704 705 706 707 708 709 710 711	39. Force Majeure Neither the Owners nor the Charterers shall, except as otherwise provided in this Charter Party, be responsible for any loss, damage, delay or failure in performance hereunder arising or resulting from act of God, act of war, seizure under legal process; quarantine restrictions; strikes; boycotts; lockouts; riots, civil commotions and arrest or restraint of princes, rulers or people.	735 736 737 738 739 740 741
(e) The Vessel shall have liberty: (i) to comply with all orders, directions, recommendations or advice as to departure, arrival, routes, sailing in convoy, ports of call, stoppages, destinations, discharge of cargo, delivery or in any way whatsoever which are given by the Government of the Nation under whose flag the Vessel sails, or other Government to whose laws the Owners are subject, or any other Government which so requires, or any body or group acting with the power to compel compliance with their orders or directions; (ii) to comply with the orders, directions or recommendations of any war risks underwriters who have the authority to give the same under the terms of the war risks insurance; (iii) to comply with the terms of any resolution of the Security Council of the United Nations, any directives of the European Community, the effective orders of any other Supranational body which has the right to issue and give the same, and with national laws aimed at enforcing the same to which the Owners are subject, and to obey the orders and directions of those who are charged with their enforcement; (iv) to discharge at any other port any cargo or part thereof which may render the Vessel liable to confiscation as a contraband carrier; (v) to call at any other port to change the crew or any part thereof or other persons on board the Vessel when there is reason to believe that they may be subject to internment, imprisonment or other sanctions; (vi) where cargo has not been loaded or has been discharged by the Owners under any provisions of this Clause, to load other cargo for the Owners' own benefit and carry it to any other port or ports whatsoever, whether backwards or forwards or in a contrary direction to the ordinary or customary route. (f) If in compliance with any of the provisions of sub-clauses (b) to (e) of this Clause anything is done or not done, such shall not be deemed to be a deviation, but shall be considered as due fulfilment of the Charter Party.	712 713 714 715 716 717 718 719 720	40. Carriage of Unlawful Substances or Merchandise (a) The Owners warrant that they will exercise due diligence in preventing unmanifested narcotic drugs, similar substances or unlawful merchandise to be loaded or concealed on board the Vessel. (b) Non-compliance with the provisions of sub-clause (a) above shall amount to breach of warranty for the consequences of which the Owners shall be liable for all time lost and all expenses incurred and shall keep the Charterers indemnified against all claims whatsoever which may arise and be made against them as a consequence thereof. (c) The Owners shall also be liable for all time lost and all expenses incurred in the event unmanifested drugs, similar substances or unlawful merchandise are found in the possession, or among the effects, of the Vessel's personnel. (d) If at any time before the Vessel is loaded, the Vessel is detained as a result of unmanifested narcotic drugs, similar substances or unlawful merchandise being detected on board the Vessel, the Charterers, if such detention lasts for more than seventy two running hours, shall have the right to cancel this Charter Party provided such right is exercised latest 24 hours after the expiry of the seventy two running hours. The Charterers' right to cancel this Charter Party in accordance with this sub-clause (d) shall not affect their right to claim damages.	742 743 744 745 746 747 748 749 750 751 752 753 754 755 756 757 758 759 760 761 762
36. War Risk Premium War Risk premium for the Vessel and/or crew shall be paid by the Owners. Any increase or decrease in the premium after the date of fixture shall be for the Charterers' account or benefit, whichever the case may be. In any case, the increase shall not be any more, or the decrease any less, than that obtainable at the relevant time on the London market.	712 713 714 715 716 717	41. Title to Cargo Clause It is mutually accepted and agreed that this Charter Party is made between the Vessel's Owners as specified in Part I of this Charter Party (Box 4) and the United Nations World Food Programme as Charterers and that the latter have full rights to claim and receive substantial and not merely nominal damages for any damage to and/or loss of cargo carried under this Charter Party and/or under any Cargo Receipt(s) issued pursuant to this Charter Party and/or any claim arising out of this Charter Party and/or any non-negotiable Cargo Receipt(s) issued pursuant to this Charter Party.	763 764 765 766 767 768 769 770 771 772
37. Agency The Owners are to appoint the Charterers' nominated agent(s) with the Owners paying the customary fee except in ports where national agency	718 719 720	42. Fumigation The Charterers shall have the right to fumigate cargo on board after completion of loading, prior to or during discharging at Charterers' time, risk and expense. Costs of crew accommodation ashore, if required by local authorities, shall be paid by the Charterers.	773 774 775 776 777 778
		43. Law and Arbitration This Charter Party shall be governed by and construed in accordance with English law and any dispute arising out of or in connection with this Charter Party shall be referred to arbitration in London in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment thereof save to the extent necessary to give effect to the provisions of this Clause. The arbitration shall be conducted in accordance with the London Maritime Arbitrators Association (LMAA) terms current at the time when the arbitration proceedings are commenced. The reference shall be to three arbitrators. A party wishing to refer a dispute to arbitration shall appoint its arbitrator and send notice of such appointment in writing to the other party requiring the other party to appoint its own arbitrator within 14 calendar days of that notice and stating that it will appoint its arbitrator as sole arbitrator unless the other party appoints its own arbitrator and gives notice that it has done so within the 14 days specified. If the other party does not appoint its own arbitrator and give notice that it has done so within the 14 days specified, the party referring a dispute to arbitration may, without the requirement of any further prior notice to the other party, appoint its arbitrator as sole arbitrator and shall advise the other party accordingly. The award of a sole arbitrator shall be	779 780 781 782 783 784 785 786 787 788 789 790 791 792 793 794 795 796 797 798 799

PART II
"Worldfood 99" Charter Party

binding on both parties as if he had been appointed by agreement.	799
Nothing herein shall prevent the parties agreeing in writing to vary these	800
provisions to provide for the appointment of a sole arbitrator.	801
In cases where neither the claim nor any counterclaim exceeds the sum of	802
USD50,000 (or such other sum as the parties may agree) the arbitration	803
shall be conducted in accordance with the LMAA small claims procedure	804
current at the time when the arbitration proceedings are commenced.	805