



**THE BALTIC AND INTERNATIONAL MARITIME COUNCIL
STANDARD ORE CHARTER PARTY
CODE NAME: "OREVOY"**

Part I

1. Shipbroker		2. Place and date of Charter Party	
3. Owners/Disponent Owners/Time-Chartered Owners (indicate name, address & telex number)		4. Charterers (indicate name, address & telex number)	
5. Vessel's name and flag		6. Rate in tons per hour (load.) (Cl. 1.4.)	
7. Vessel's particulars, if required (Cl. 1)		8. Present position and prior commitments, if known (Cl. 2.2.)	
9. Laydays date (Cl. 2.1.)			
10. Expected readiness to load (Cl. 2.2.)		11. Cancelling date (also state if other period of declaration of cancelling agreed) (Cl. 2.3.)	
12. Substitution (state "no" if not agreed) (Cl. 4)			
13. Cargo (5 per cent. more or less in Owners' option unless other margin agreed) in tons of 1000 kilos (if full and complete cargo not agreed indicate "part cargo") (Cl. 5.1.)		14. Advance notices (load. and disch.) (State number of running days' notice to be given and to whom) (Cl. 6)	
15. Loading port(s)/berth(s) (Cl. 7.1.)		16. Discharging port(s)/berth(s) (Cl. 7.2.)	
17. Reduced voyage speed (state "no" if not agreed) (Cl. 7.2.)			
18. Notice time in running hours (load. and disch.) (only to be filled in if agreed) (Cl. 8.2.1.)			
19. Laytime (if separate laytime for load. and disch. is agreed, fill in a) and b); if total laytime for load. and disch., fill in c) only) (Cl. 8.2.5. & 8.2.6.) <hr/> a) Laytime for loading <hr/> b) Laytime for discharging <hr/> c) Total laytime for loading and discharging			
20. Laytime exceptions (loading) (Cl. 8.3.1.)		21. Laytime exceptions (discharging) (Cl. 8.3.1.)	
		22. Demurrage rate (loading) (Cl. 8.5.2.)	
23. Demurrage rate (discharging) (Cl. 8.5.2.)		24. Despatch money (load. &/or disch.) (Optional; if agreed indicate rate of despatch money) (Cl. 8.5.3.)	
25. Freight tax (state whether for Owners' or Charterers' account) (Cl. 11.3.)		26. Agents at loading port(s) (Cl. 12)	
27. Agents at discharging port(s) (Cl. 12)			
28. Freight rate per metric ton (state whether fully or partly prepaid) (Cl. 13)		29. Freight payment (currency and when/where payable; also state beneficiary and bank account) (Cl. 13)	

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30. General average shall be adjusted/settled at (Cl. 20)

31. Law and Arbitration (state 23.1., 23.2. or 23.3. of Cl. 23, as agreed; if 23.3.

32. Brokerage commission and to whom payable (Cl. 24)

33. Numbers of additional clauses covering special provisions, if agreed

It is mutually agreed that this Contract shall be performed subject to the conditions contained in the Charter consisting of PART I including additional clauses, if any agreed and stated in Box 33 and PART II. In the event of a conflict of conditions, the provisions of PART I shall prevail over those of PART II to the extent of such conflict but no further.

Signature (Owners)

Signature (Charterers)

PART II
"OREVOY" Charter Party

- 1 **1. Vessel**
- 2 The Owners shall
- 3 1.1. before and at the beginning of the loaded voyage exercise due
4 diligence to make the Vessel seaworthy and in every way fit for the
5 voyage, with a full complement of Master, officers and crew for a
6 vessel of her type, tonnage and flag;
- 7 1.2. ensure that the Vessel and her Master and crew will comply with
8 all safety and health regulations and other statutory rules or regu-
9 lations and internationally recognized requirements necessary to
10 secure safe and unhindered loading of the cargo, performance of
11 the voyage and discharge of the cargo.
- 12 The Vessel shall
- 13 1.3. be classed Lloyd's 100 A1 or equivalent unless otherwise agreed
14 in Box 7, the Owners exercising due diligence to maintain that class
15 during the currency of this Charter Party;
- 16 1.4. be suitable for mechanical loading of the cargo and capable of
17 receiving the cargo at the rate (if any) specified in Box 6 and be
18 suitable for grab discharge, failing which Clause 8.3.3. shall apply
19 and the Owners shall reimburse the Charterers any actual extra dis-
20 charge costs;
- 21 1.5. be equipped to meet the technical requirements if and as
22 specified in Box 7.
- 23 **2. Laydays Date, Expected Time of Arrival (E.T.A.) and Cancelling**
- 24 2.1. Laydays shall not commence before 00.00 hours on the date
25 stated in Box 9. However, notice of readiness may be given before
26 that date and notice time, if provided for in Box 18, shall run forth-
27 with.
- 28 2.2. Present position of Vessel as per Box 8.
29 Commitments prior to commencement of this Charter as per Box 8.
30 Expected readiness to load as per Box 10.
- 31 2.3. The Charterers shall have the option of cancelling the Charter
32 Party if the Vessel be not ready to load on or before twelve midnight
33 (24.00 hours) on the cancelling date stated in Box 11.
34 If it appears that the Vessel will be delayed beyond the cancelling
35 date stated in Box 11 the Owners shall, as soon as they are in a
36 position to state with reasonable certainty the day on which the
37 Vessel should be ready, give notice thereof to the Charterers asking
38 whether they will exercise their option of cancelling the Charter
39 Party. The option must then be declared within five (5) running days
40 (unless otherwise agreed in Box 11) of the receipt by the Charterers
41 of such notice, but not earlier than twenty (20) running days before
42 the revised date of loadreadiness. If the Charterers do not then

43 exercise their option of cancelling, the seventh (7th) day after the
44 readiness date stated in the Owners' notice shall be regarded as a
45 new canceling date. This provision shall operate only once, and
46 should the Vessel not be ready to load on the new canceling date
47 the Charterers shall have the option of cancelling the Charter Party.
48 The Charterers shall in any event declare whether they exercise any
49 option of cancelling under sub-clause 2.3. no later than the time of
50 the Vessel's readiness to load.

51 **3. Subletting, Assigning**

52 The Charterers shall have the liberty of subletting or assigning this
53 Charter Party to any individual or company, but the Charterers shall
54 always remain responsible for the due fulfilment of all the terms and
55 conditions of this Charter Party and shall warrant that any such sublet
56 or assignment will not result in the Vessel being restricted in her
57 future trading.

58 **4. Substitution**

59 The Owners shall have liberty to substitute a Vessel, provided that
60 such substitute Vessel's main particulars and position shall be sub-
61 ject to the Charterers' prior approval, which is not to be unreason-
62 ably withheld, but the Owners under this Charter Party shall remain
63 responsible to the Charterers for the due fulfilment of this Charter
64 Party.
65 This Clause shall not apply if "No" inserted in Box 12.

66 **5. Cargo**

67 5.1. The Charterers warrant that unless otherwise specified in Part I,
68 the cargo referred to in Box 13 is non-hazardous and non-dangerous
69 for carriage according to applicable safety regulations Including
70 IMCO Code(s).

71 5.2. The Charterers shall have the right to ship parcels of different
72 qualities and/or for different receivers in separate holds within the
73 Vessel's natural segregation and suitable for her trim provided that
74 such parcels can be loaded, carried and discharged in accordance
75 with the Vessel's seaworthiness. Other means of separation of dif-
76 ferent parcels may be specified in Part I.

77 5.3. Unless otherwise agreed in Part I, all quantities shall be expres-
78 sed in tons of 1,000 kilograms.

79 **6. Advance Notices**

80 The Owners or the Master shall give notices of expected readiness
81 to load/discharge as specified in Box 14 to the parties named therein
82 and shall keep those parties advised of any alteration in expected
83 readiness.

84 **7. Port of Loading, Voyage, Port of Discharge**

85 7.1. After completion of prior commitments as may be stated in Box
86 8, the Vessel shall proceed to the loading port(s)/berth(s) as stated
87 in Box 15.

88 7.2. The Vessel shall carry the cargo with all possible despatch to
89 the port(s)/berth(s) of discharge stated in Box 16. However, unless
90 "No" is inserted in Box 17, the Owners may order the Vessel to pro-
91 ceed at reduced speed solely to conserve fuel.
92 If the Charterers have the right to order the Vessel to discharge at
93 one or more ports out of several ports named or within a specific
94 range, the Charterers shall declare the actual port(s) of discharge
95 to be inserted in the Bills of Lading prior to the arrival of the Vessel

96 at the port of loading.

97 7.3. Only when the loading/discharging port(s)/berth(s) are not specifically mentioned herein, the Charterers warrant the safety of port(s)/
98 berth(s) nominated and that the Vessel will be loaded and discharged
99 always afloat.
100

101 7.4. The Vessel shall be left in seaworthy trim for shifting between
102 berths and ports.

103 7.5. Unless otherwise agreed, loading and/or discharging at two or
104 more ports shall be effected in geographical rotation.

105 **8. Notices of Readiness, Laytime, Demurrage/Despatch Money**

106 8.1. Notice of Readiness

107 8.1.1. At each port of loading and discharging notice of readiness
108 shall be given to the Charterers or their Agents when the Vessel is
109 in all respects ready to load/discharge at the loading/discharging
110 berth.

111 8.1.2. If a loading/discharging berth is not designated or if such
112 designated berth is not available upon the Vessel's arrival at or off
113 the port, notice of readiness may be given upon arrival at the
114 iting place at or off the port.
115 wever, if the Vessel is at that time prevented from proceeding to
116 the loading/discharging berth due to her inefficiency, weather, tidal
117 conditions, strikes of tugs or pilots or mandatory regulations, notice
118 readiness may be given only when such hindrance(s) has (have)
119 ceased.

120 8.1.3. Notice of readiness may be given on any day at any time.

121 8.2. Laytime

122 8.2.1. The laytime shall commence when notice of readiness has
123 en given and after expiration of notice time, if any, provided for
124 in Box 18.
125 Should the Vessel arrive at the (first) loading port and be ready to
126 load before the date stated in Box 9, the Charterers shall have the
127 right to start loading. The Charterers shall also have the right to
128 load/discharge before the expiration of notice time. In either event
129 during such periods only time actually used shall count as laytime
130 or as time on demurrage.

131 8.2.2. The notice time shall run continuously.

132 8.2.3. The notice time, if any, shall only apply at first or sole loading
133 and discharging port, respectively.

134 8.2.4. If total time for loading and discharging has been agreed in
135 Box 19 notice time, if any, at port of discharge shall be applied
136 whether the Vessel be on demurrage or not on sailing from the (last)
137 loading port.

138 8.2.5. Separate laytime. - The cargo shall be loaded within the number
139 of hours/days of 24 consecutive hours or at the average loading rate
140 per day of 24 consecutive hours as stated in Box 19a).
141 The cargo shall be discharged within the number of hours/days of
142 24 consecutive hours or at the average discharging rate per day of
143 24 consecutive hours as stated in Box 19b).

144 8.2.6. Total laytime. - The cargo shall be loaded and discharged within
145 the number of hours/days of 24 consecutive hours stated in Box 19c).

146 8.2.7. In the case of loading and/or discharging at more than one
147 berth, laytime shall run continuously as if loading/discharging had been
148 effected at one berth only but without prejudice to sub-clause 8.3.

149 8.3. Suspension of Laytime

150 8.3.1. Unless the Vessel is on demurrage, laytime shall not count

151 (i) during periods excepted as per Boxes 20 and 21, unless used,
152 in which case only time actually used shall count;

153 (ii) for the duration of bad weather or sea conditions which actually
154 prevent the Vessel's loading, discharging or the shifting between
155 loading/discharging berths of the Vessel;

156 (iii) if so provided for in Clause 14.

157 8.3.2. Time shall not count as laytime or as time on demurrage whilst
158 Vessel actually moving from waiting place whether at or off the port
159 or from a lightening place off the port, until the Vessel is securely
160 moored at the designated loading/discharging berth.

161 8.3.3. Time lost due to inefficiency or any other cause attributable
162 to the Vessel, her Master, her crew or the Owners shall not count
163 as notice time or as laytime or as time on demurrage to the extent
164 that loading or discharging or the matters covered by sub-clause
165 8.4.1. are thereby affected.

166 8.3.4. If pursuant to Clause 9.13. the Vessel has to vacate the loading/
167 discharging berth, notice time or laytime or time on demurrage
168 shall not count from that time until she be in all respects ready to
169 load/discharge and notification has been given to the Charterers
170 accordingly.

171 8.3.5. If due to the matters referred to in sub-clauses 8.3.3. or 8.3.4.,
172 the Vessel loses her turn, time shall count again only as from 24
173 hours after notification of the Vessel's new readiness has been given
174 to the Charterers or when loading/discharging resumes whichever
175 may be the sooner.

176 8.4. Termination of Laytime

177 8.4.1. Laytime/Demurrage shall stop counting on completion of:
178 (a) loading/discharging at the relevant port, (b) cargo documentation
179 and/or draft survey for determination of cargo weight, (c) repairs to
180 stevedore damage under Clause 10.2., whichever may be the later.

181 8.4.2. If required, the Vessel shall leave the berth as soon as pos-
182 sible within her control on completion of loading/discharging, failing
183 which the Charterers shall be entitled to proved damages provided
184 that if she then has to wait for reasons (b) and/or (c) above, there
185 must be a place available at which she can safely wait, and any
186 extra expenses shall be for the Charterers' account.

187 8.5 Demurrage/Despatch Money

188 8.5.1. Demurrage accrued under this Charter Party shall be con-
189 sidered as constituting liquidated damages for exceeding the laytime
190 provided for herein. However, if the Vessel has been on demurrage
191 for 15 days or more and no cargo has been loaded, the Owners shall
192 have the option of cancelling this Charter Party. No claim which the
193 Owners may otherwise have against the Charterers shall be pre-
194 judiced by the Owners exercising their option of cancelling.

195 8.5.2. Demurrage shall be due and payable by the Charterers day by
196 day at the rate specified in Boxes 22 and 23 and in the manner pro-
197 vided for in Box 29.

198 8.5.3. Despatch money, if agreed upon in Box 24, shall be paid
199 promptly by the Owners to the Charterers at half the demurrage rate
200 or as otherwise agreed upon in Box 24 for laytime saved in loading
201 and/or discharging .

202 **9. Loading and Discharging**

203 9.1. The Vessel shall be loaded and discharged as and where ordered
204 by the Charterers.

205 9.2. If the Charterers have not nominated a suitable loading or dis-
206 charging berth on the Vessel's arrival off the port, or if such berth
207 should not be available, the Vessel is to wait at a suitable place
208 at or off the port.
209 The Charterers shall have the right to designate a safe waiting
210 place, otherwise the Master shall choose a waiting place using due
211 diligence to minimize extra shifting costs provided for in sub-
212 clause 9.4.

213 9.3. The Charterers shall have the right to load and/or discharge at
214 two berths at each port or place subject to sub-clause 9.4.

215 9.4. *Shifting.* - Costs of moving the Vessel, including bunkers, in
216 excess of those which would have been incurred if the Charterers
217 had nominated a free loading or discharging berth on arrival, pro-
218 vided the Vessel arrives on or after the date stated in Box 9, and/or
219 if all cargo had been loaded or discharged during one operation at
220 the first berth only other than a lightening place off the port, shall be
221 for the Charterers' account unless caused by the Vessel's default.

222 Other costs on board the Vessel including wages and officers' and
223 crew's overtime charges to be for the Owners' account.

224 9.5. The Owners or the Master shall in due time prior to commence-
225 ment of loading submit to the Charterers (or their nominees) at the
226 loading port a loading plan which shall be based on a reasonable
227 number of shiftings between hatches and also meet applicable rules
228 and regulations, including IMCO Code(s). The Charterers shall inform
229 the Owners/Master of any special composition of cargo required in
230 sufficient time to permit the Owners/Master to work out and submit
231 such loading plan.

232 9.6. Prior to loading, the Vessel's holds shall be adequately cleaned
233 for loading the contracted cargo.

234 9.7. The Charterers shall, always within the capacity of the loading
235 installations, load and trim the cargo as per the loading plan, free
236 of any risk, liability and expense to the Vessel. Any extra trimming
237 and/or levelling required by the Master or Owners shall be per-
238 formed at the Owners' expense and any time lost thereby shall not
239 count as laytime/demurrage. Discharging, including shovel cleaning,
240 shall be effected by the Charterers free of any risk, liability and
241 expense to the Vessel.

242 9.8. The Vessel shall move along any one berth, as reasonably
243 required by the Charterers, solely for the purpose of making any
244 hatch or hatches available to the loading/discharging appliances at
245 that berth, and costs on board the Vessel including bunkers, wages
246 and officers' and crew's overtime charges shall be for the Owners'
247 account. However, the costs of any necessary outside services shall
248 be for the Charterers' account . Laytime or time on demurrage shall
249 not be interrupted thereby.

250 9.9. The Vessel shall work day and night and during any time as may
251 be excepted as per Box 20 and Box 21, as required by the Charterers.

252 9.10. The Vessel shall, at her own risk and expense, open and close
253 hatches prior to and after loading/discharging and also during load-
254 ing/discharging as may be required by the Charterers to protect the
255 cargo, provided local shore regulations permit. If same, however, is
256 not permitted by local shore labour regulations, shore labour is to
257 be employed by the Charterers at their risk, liability and expense.
258 The Vessel shall furnish and give free use of sufficient light for deck
259 and holds, as on board.

260 9.11. The Charterers shall have the right to order the Vessel to leave
261 without having loaded a full cargo, always provided that the Vessel
262 be in seaworthy condition and that the Charterers pay deadfreight
263 according to Clause 13.7.

264 9.12. Overtime for loading and discharging to be for the account of
265 the party ordering the same. If overtime be ordered by Port Author-
266 ities or any other Governmental Agencies, the Charterers to pay any
267 extra expenses incurred. Officers' and crew's overtime charges
268 always to be paid by the Owners.

269 9.13. In the event of loading/discharging being impossible due to
270 inefficiency or any other cause attributable to the Vessel, her Master,
271 her crew or the Owners and such impossibility continuing for more

272 than three consecutive hours, the Charterers shall have the right to
273 order the Vessel to vacate the berth and shifting from and back to
274 berth shall be at the Owners' expense and time.

275 **10. Stevedore Damage**

276 10.1. The Charterers shall be responsible for damage (beyond ordi-
277 nary wear and tear) to any part of the Vessel caused by Stevedores
278 at both ends. Such damage, as soon as apparent, shall be notified
279 immediately by the Master to the Charterers or their port agents
280 and to their Stevedores. The Owners/Master shall endeavour to
281 obtain the Stevedores' written acknowledgment of liability and to
282 settle stevedore damage claims direct with the Stevedores.

283 10.2. The Charterers have the right to perform any repairs of steve-
284 dore damage at any moment prior to or before the completion of
285 the voyage, but must repair stevedore damage affecting the Vessel's
286 seaworthiness before the Vessel sails from the port where such
287 damage was caused.

288 **11. Dues, Taxes and Charges, Extra Insurance**

289 11.1. On the Vessel. - The Owners shall pay all dues, duties, taxes
290 and other charges customarily levied on the Vessel, howsoever the
291 amount thereof may be assessed.

292 11.2. On the cargo. - The Charterers shall pay all dues, duties, taxes
293 and charges levied on the cargo at the port of loading/discharging,
294 howsoever the amount thereof may be assessed.

295 11.3. On the freight. - Taxes levied on the freight shall be paid by the
296 Owners or the Charterers as agreed in Box 25.

297 11.4. Extra Insurance. - Any extra insurance on cargo actually paid
298 by the Charterers owing to Vessel's age, class, flag or ownership
299 shall be for the Owners' account and may be deducted from the
300 freight. The Charterers shall furnish evidence of payment supporting
301 any such deduction. Unless a maximum amount has been agreed in

302 Part I, such extra insurance shall not exceed the lowest extra pre-
303 mium which would be charged for the Vessel and voyage in the
304 London insurance market.

305 **12. Agents**

306 At the port(s) of loading the Vessel shall be consigned to the Agents
307 as tated in Box 26 and at the port(s) of discharge to the Agents as
308 stipulated in Box 27, the Owners always paying the customary fees.

309 **13. Freight**

310 The freight at the rate stated in Box 28 shall be calculated on
311 intaken quantity.

312 13.1. Prepaid. - If according to Boxes 28 or 29 freight is to be paid on
313 shipment, it shall be deemed earned and non-returnable Vessel and/or
314 cargo lost or not lost.
315 Bills of Lading showing "Freight prepaid" or the like shall not be
316 released until the freight has been duly paid.

317 13.2. After shipment. - If according to Box 29 freight shall be payable
318 within a number of days after shipment, the freight shall be deemed
319 earned as per sub-clause 13.1.
320 In such case Bills of Lading shall not be endorsed "Freight prepaid"
321 or the like, unless the freight has been paid.

322 13.3. Partly on Delivery. - If according to Boxes 28 or 29 a percentage
323 of the freight shall be payable as per sub-clauses 13.1. or 13.2. the
324 balance shall be paid as per sub-clause 13.4. However, in such case
325 the total freight shall be deemed earned as per sub-clause 13.1. and
326 the Charterers shall not have the option referred to in sub-clause
327 13.4.1.

328 13.4. On Delivery. - If according to Boxes 28 or 29 freight is payable
329 at destination or on right and true delivery of the cargo, it shall
330 not be deemed earned until the cargo is thus delivered.

331 13.4.1. On Delivered Weight. - When the freight is payable on delivery
332 of cargo the Charterers shall have the option of paying freight on
333 delivered weight, provided such option be declared in writing before
334 breaking bulk and the weight be ascertained by official weighing ma-
335 chine, otherwise by joint draught survey. The Charterers shall pay
336 all costs incurred in connection with weighing or draught survey.
337 The Owners shall be at liberty to appoint check clerks at their own
338 expense.

339 13.5. Deductions. - The freight shall be paid in cash without discount
340 in the manner described in Box 29. The Charterers shall only be
341 entitled to deduct from the freight any freight advances made as per
342 sub-clause 13.6., despatch money and extra insurance, provided
343 properly documented, as per Clause 11.4.

344 13.6. Freight Advances. - The Owners shall put the Agents at the load-
345 ing port(s) in funds to cover the Vessel's ordinary disbursements
346 for Owners' account, prior to the Vessel's sailing from the port(s)
347 of loading. Otherwise the amount shall be advanced by Charterers
348 and be endorsed upon Bills of Lading as advance freight, with the
349 addition of 3 per cent. to cover interest, commission and the cost
350 of insurance.

351 13.7. Deadfreight. - If the Charterers fail to supply a cargo as speci-
352 fied in Box 13, deadfreight shall be payable but the Charterers shall
353 not be bound to supply cargo in excess of any quantity stated by
354 the Owners as the Vessel's capacity made available to the Charterers.

355 The laytime shall be calculated on that quantity.
356 The Owners/Master shall be entitled to clause Bills of Lading for
357 any deadfreight due.
358 If the Shippers/Suppliers state in writing that no more cargo will be
359 shipped, the Owners shall not need to have any such statement con-
360 firmed by the Charterers.

361 **14. Strikes and Other Hindrances**

362 In the event of any of the causes referred to in Clause 21.2. either
363 preventing or delaying or, being already in existence, threatening to
364 prevent or delay the loading of the cargo intended for the Vessel,
365 or its discharging, the following provisions shall apply:

366 14.1. Loading Port. - When the Vessel is ready to proceed from her
367 last port or at any time during the voyage to the port or ports of
368 loading or after her arrival there, the Owners may ask the Charterers
369 to declare that they agree to count the laytime as if there were to
370 be no such hindrance. Unless the Charterers have given such de-
371 clarations in writing (by telegram or telex if necessary) on the second
372 business day after receipt of the request, the Owners shall have the
373 option of cancelling this Charter Party. If part cargo has already
374 been loaded the Vessel must carry it to the port of discharge
375 (freight payable on loaded quantity only) having liberty to complete
376 with other cargo on the way for the Owners' own account, but the
377 Owners are entitled to keep the Vessel waiting at the loading port
378 without time counting. In case of more than one loading port and
379 if the causes referred to above do not prevent the loading in all
380 ports, the Charterers are entitled to order the Vessel to proceed to
381 the second or subsequent port and there to load a full cargo; in
382 such event, the Owners are not entitled to cancel the Charter Party
383 as hereabove stipulated.

384 14.2. Discharging Port. - On or after the Vessel's arrival at or off the
385 port of discharge, the Vessel shall wait until any such hindrance is
386 at an end, the Charterers paying half demurrage after expiration of
387 the laytime (unless the Vessel is already on demurrage in which
388 event full demurrage remains payable) full demurrage being payable
389 from the moment when the hindrance is at an end.
390 The Charterers shall have the option at any time of ordering the
391 Vessel to another safe port within 600 nautical miles' distance where
392 she can safely discharge without being detained by any cause
393 enumerated above. Shifting time shall count as laytime or as full
394 demurrage time as the case may be.
395 The Charterers shall reimburse the Owners additional port charges
396 including pilotage and canal dues, if any, incurred thereby; however,
397 the Owners shall bear the costs of bunkers consumed. All conditions
398 of this Charter Party and/or of the Bills of Lading issued hereunder
399 shall apply to the delivery of the cargo at the substituted port and
400 the Owners shall receive the same freight as if the cargo had been
401 discharged at the original destination.

402 **15. Ice**

403 Loading Port

404 15.1. If the Vessel cannot reach the loading port by reason of ice
405 when she is ready to proceed from her last port, or at any time during
406 the voyage, or on her arrival, or if frost sets in after her arrival, the
407 Master - for fear of the Vessel being frozen in - is at liberty to leave
408 without cargo; in such cases this Charter Party shall become null
409 and void.

410 15.2 . If during the loading the Master, for fear of the Vessel being
411 frozen in, deems it advisable to leave, he has liberty to do so with
412 what cargo he has on board and to proceed to any other port with

413 option of completing with cargo for the Owners' own account to any
414 port or ports including the port of discharge. Any part cargo thus
415 loaded under this Charter Party is to be forwarded to destination
416 at the Vessel's expense against payment of the agreed freight, pro-
417 vided that no extra expenses be thereby caused to the Charterers,
418 freight being paid on the quantity delivered (in proportion if lump
419 sum), all other conditions as per Charter Party.

420 15.3. In the case of more than one loading port, and if one or more
421 of the ports are closed by ice, the Master or Owners are to be at
422 liberty either to load the part cargo at the open port and fill up else-
423 where for the Owners' own account as under sub-clause 15.2. or to
424 declare the Charter Party null and void, unless the Charterers
425 agree to load full cargo at the open port.
426 *Voyage and Discharging Port*

427 15.4. Should ice prevent the Vessel from reaching the port of dis-
428 charge, the Charterers shall have the option of keeping the Vessel
429 waiting until the re-opening of navigation and paying demurrage, or
430 of ordering the Vessel to a safe and immediately accessible port
431 where she can safely discharge without risk of detention by ice. Such
432 orders are to be given within 48 hours after the Owners or Master
433 have given notice to the Charterers of the impossibility of reaching
434 the port of destination.

435 15.5. If during discharging the Master, for fear of the Vessel being
436 frozen in, deems it advisable to leave, he has liberty to do so with
437 what cargo he has on board and to proceed to the nearest safe and
438 accessible port. Such port to be nominated by the Charterers as
439 soon as possible, but not later than 24 running hours, Sundays
440 and holidays excluded, of receipt of the Owners' request for nomi-
441 nation of a substitute discharging port, failing which the Master will
442 himself choose such port.

443 15.6. On delivery of the cargo at such port, all conditions of the Bill
444 of Lading shall apply and the Owners shall receive the same freight
445 as if the Vessel had discharged at the original port of destination
446 except that if the distance to the substitute port exceeds 100 nautical
447 miles, the freight on the cargo delivered at that port is to be in-
448 creased in proportion.

449 **16. War Risks ("Voywar 1950")**

450 16.1. In these Clauses "war risks" shall include any blockade or any
451 action which is announced as a blockade by any Government or by
452 any belligerent or by any organized body, sabotage, piracy, and any
453 actual or threatened war, hostilities, warlike operations, civil war,
454 civil commotion, or revolution.

455 16.2. If at any time before the Vessel commences loading, it appears
456 that performance of the contract will subject the Vessel or her Master
457 and crew or her cargo to war risks at any stage of the adventure,
458 the Owners shall be entitled by letter or telegram despatched to the
459 Charterers, to cancel this Charter Party.

460 16.3. The Master shall not be required to load cargo or to continue
461 loading or to proceed on or to sign Bill(s) of Lading for any adventure
462 on which or any port at which it appears that the Vessel, her Master
463 and crew or her cargo will be subjected to war risks. In the event of
464 the exercise by the Master of his right under this Clause after part
465 or full cargo has been loaded, the Master shall be at liberty either
466 to discharge such cargo at the loading port or to proceed therewith.
467 In the latter case the Vessel shall have liberty to carry other cargo
468 for Owners' benefit and accordingly to proceed to and load or
469 discharge such other cargo at any other port or ports whatsoever,
470 backwards or forwards, although in a contrary direction to or out of

471 or beyond the ordinary route. In the event of the Master electing to
472 proceed with part cargo under this Clause freight shall in any case
473 be payable on the quantity delivered.

474 16.4. If at the time the Master elects to proceed with part or full
475 cargo under Clause 16.3. or after the Vessel has left the loading port,
476 or the last of the loading ports if more than one, it appears that

477 further performance of the Charter Party will subject the Vessel,
478 her Master and crew or her cargo, to war risks, the cargo shall be
479 discharged, or if the discharge has been commenced shall be com-
480 pleted, at any safe port in vicinity of the port of discharge as may
481 be ordered by the Charterers. If no such orders shall be received
482 from the Charterers within 48 hours after the Owners have despatched
483 a request by telegram or telex to the Charterers for the nomination
484 of a substitute discharging port, the Owners shall be at liberty to
485 discharge the cargo at any safe port which they may, in their discre-
486 tion, decide on and such discharge shall be deemed to be due ful-
487 filment of the Charter Party. In the event of cargo being discharged
488 at any such other port, the Owners shall be entitled to freight as if
489 the discharge had been effected at the port or ports named in the
490 Bill(s) of Lading, or to which the Vessel may have been ordered
491 pursuant thereto.

492 16.5. (a) The Vessel shall have liberty to comply with any directions
493 or recommendations as to loading, departure, arrival, routes, ports
494 of all, stoppages, destination, zones, waters, discharges, delivery or
495 in any other wise whatsoever (including any direction or recommen-
496 dation not to go to the port of destination or to delay proceeding
497 thereto or to proceed to some other port) given by any Government
498 or by any belligerent or by any organized body engaged in civil war,
499 hostilities or warlike operations or by any person or body acting or
500 purporting to act as or with the authority of any Government or bel-
501 ligerent or of any such organized body or by any committee or person
502 having under the terms of the war risks insurance on the Vessel, the
503 right to give any such directions or recommendations. If, by reason
504 of or in compliance with any such direction or recommendation, any-
505 thing is done or is not done, such shall not be deemed a deviation.
506 (b) If, by reason of or in compliance with any such directions or
507 recommendations, the Vessel does not proceed to the port or ports
508 named in the Bill(s) of Lading or to which she may have been
509 ordered pursuant thereto, the Vessel may proceed to any port as
510 directed or recommended or to any safe port which the Owners in
511 their discretion may decide on and there discharge the cargo. Such
512 discharge shall be deemed to be due fulfilment of the Charter Party
513 and the Owners shall be entitled to freight as if discharge had been
514 effected at the port or ports named in the Bill(s) of Lading or to
515 which the Vessel may have been ordered pursuant thereto.

516 16.6. All extra expenses (including insurance costs) involved in dis-
517 charging cargo at the loading port or in reaching or discharging the
518 cargo at any port as provided in Clauses 16.4. and 16.5.(b) hereof
519 shall be paid by the Charterers and/or cargo owners, and the Owners
520 shall have a lien on the cargo for all moneys due under these
521 Clauses.

522 **17. Lien**

523 The Owners shall have a lien on the cargo for freight, deadfreight,
524 demurrage and damages for detention. The Charterers shall remain
525 responsible for deadfreight and demurrage (including damages for
526 detention), incurred at port of loading. The Charterers shall also
527 remain responsible for freight and demurrage (including damages
528 for detention) incurred at port of discharge, but only to such extent
529 as the Owners have been unable to obtain payment thereof by exer-
530 cising the lien on the cargo.

531 **18. Liberty**

532 The Vessel shall have liberty to sail with or without pilots, to tow or
533 go to the assistance of vessels in distress, to call at any port or
534 place for oil fuel supplies, and to deviate for the purpose of saving
535 life or property, or for any other reasonable purpose whatsoever.

536 **19. Both-to-Blame Collision Clause**

537 If the Vessel comes into collision with another vessel as a result of
538 the negligence of the other vessel and any act, neglect or default of
539 the Master, mariner, pilot or the servants of the Owners in the naviga-
540 tion or in the management of the Vessel, the owners of the cargo
541 carried hereunder will indemnify Owners against all loss or liability
542 to the other or non-carrying vessel or her Owners in so far as such
543 loss or liability represents loss of, or damage to, or any claim what-
544 soever of the owners of said cargo, paid or payable by the other or
545 non-carrying vessel or her Owners to the owners of said cargo and
546 set-off, recouped or recovered by the other or non-carrying vessel
547 or her Owners as part of their claim against the carrying vessel or
548 Owners.

549 The foregoing provisions shall also apply where the owners, ope-
550 rators or those in charge of any vessel or vessels or objects other
551 than, or in addition to, the colliding vessels or objects are at fault
552 in respect of a collision or contact.

553 **20. General Average and New Jason Clause**

554 General Average shall be adjusted and settled at the place indicated
555 in Box 30 according to the York/Antwerp Rules, 1974, or any modi-
556 fication thereof, but if, notwithstanding the provisions specified in
557 Box 30, the adjustment is made in accordance with the law and
558 practice of the United States of America, the following clause shall
559 apply:

560 "In the event of accident, danger, damage or disaster before or after
561 the commencement of the voyage, resulting from any cause what-
562 soever, whether due to negligence or not, for which, or for the con-
563 sequence of which, Owners are not responsible, by statute, contract
564 or otherwise, the goods, shippers, consignees or owners of the goods
565 shall contribute with Owners in general average to the payment of
566 any sacrifices, losses or expenses of a general average nature that
567 may be made or incurred and shall pay salvage and special charges
568 incurred in respect of the goods. If a salving Vessel is owned or
569 operated by Owners, salvage shall be paid for as fully as if the said
570 salving Vessel or vessels belonged to strangers. Such deposit as
571 Owners, or their agents, may deem sufficient to cover the estimated
572 contribution of the goods and any salvage and special charges
573 thereon shall, if required, be made by the goods, shippers, con-
574 signees or owners of the goods to Owners before delivery".

575 **21. Responsibilities and Immunities**

576 21.1.1. The Hague Rules contained in the International Convention
577 for the Unification of certain rules relating to Bills of Lading, dated
578 Brussels the 25th August 1924 as enacted in the country of shipment
579 shall apply to this Contract and to any Bill of Lading issued here-
580 under.

581 When no such enactment is in force in the country of shipment, the
582 corresponding legislation of the country of destination shall apply,
583 but in respect of shipments to which no such enactments are com-
584 pulsorily applicable, the terms of the said Convention shall apply.

585 21.1.2. In trades where the International Brussels Convention 1924 as
586 amended by the Protocol signed at Brussels on February 23rd, 1968
587 -The Hague-Visby Rules - apply compulsorily, the provisions of the
588 respective legislation shall apply.

589 21.1.3. The Owners shall in no case be responsible for loss of or
590 damage to cargo howsoever arising prior to loading into and after
591 discharge from the Vessel or while the goods are in the charge of
592 another owner nor in respect of deck cargo and live animals. This
593 sub-clause shall not detract from the Owners' obligations under

594 Clause 4.

595 21.2. Save to the extent otherwise in this Charter Party expressly
596 provided, neither party shall be responsible for any loss or damage
597 or delay or failure in performance hereunder resulting from Act of
598 God, war, civil commotion, quarantine, strikes, lockouts, arrest or
599 restraint of princes, rulers and peoples or any other event what-
600 soever which cannot be avoided or guarded against.

601 **22. Bills of Lading**

602 22.1. Bills of Lading are to be signed as per the "Orevoybill" Bill of
603 Lading without prejudice to this Charter Party, and the Charterers
604 hereby indemnify the Owners against all liabilities that may arise
605 from the signing of Bills of Lading as presented to the extent that
606 the terms of such Bills of Lading impose more onerous liabilities
607 upon the Owners than those assumed by the Owners under the terms
608 of this Charter Party.

609 Neither the Owners nor their Servants shall be required to sign or
610 endorse Bills of Lading showing freight prepaid unless and until the
611 freight due to the Owners has actually been paid.

612 22.2. The Master may be required to sign separate Bills of Lading
613 for cargo in different holds or for parcels properly separated upon
614 shipment by the Charterers or their Agents, the Owners not being
615 answerable for separate delivery, nor for the cost of cargo short-
616 delivered (if any) provided all the cargo taken on board is delivered.

617 **23. Law and Arbitration**

618 23.1. Unless otherwise agreed in Box 31, this Charter Party shall be
619 governed by English Law and any dispute arising out of this Charter
620 Party or any Bill of Lading issued thereunder shall be referred to
621 arbitration in London, one arbitrator being appointed by each party,
622 in accordance with the Arbitration Acts 1950 and 1979 or any statutory
623 modification or re-enactment thereof for the time being in force.
624 On the receipt by one party of the notification in writing of the
625 appointment of the other party's arbitrator, that party shall appoint
626 their arbitrator within fourteen days failing which the decision of the
627 single arbitrator appointed shall apply. If two arbitrators properly
628 appointed shall not agree they shall appoint an umpire whose deci-
629 sion shall be final.

630 23.2. If agreed and stated in Box 31, this Charter Party shall be
631 governed by U.S. Law and all disputes arising out of this Charter
632 Party or any Bill of Lading issued thereunder shall be arbitrated at
633 New York in the following manner:

634 One arbitrator is to be appointed by each of the parties hereto and
635 a third by the two so chosen. Their decision or that of any two of
636 them shall be final, and for the purpose of enforcing any award, this
637 agreement may be made a rule of the court. The arbitrators shall be
636 them shall be final, and for the purpose of enforcing any award, this
637 agreement may be made a rule of the court. The arbitrators shall be

638 commercial men. Such arbitration is to be conducted in accordance
639 with the rules of the Society of Maritime Arbitrators, Inc.

640 For disputes where the total amount claimed by either party does
641 not exceed U.S. \$ 3,500.00, or an amount as mutually agreed, the
642 arbitration may be conducted in accordance with the Simplified Arbi-

643 tration Procedure of the Society of Maritime Arbitrators Inc. if so
644 desired by both parties.

645 23.3. If agreed and stated in Box 31, any disputes arising out of this
646 Charter Party or any Bill of Lading issued thereunder shall be re-
647 ferred to arbitration at the place or before the arbitration tribunal
648 indicated in Box 31, subject to the law and procedures applicable
649 there.

650 **24. Brokerage**

651 24.1. The brokerage as stated in Box 32 on freight and deadfreight
652 shall be paid by the Owners and is deemed to be earned by the
653 Brokers upon shipment of cargo.

654 24.2. In case of cancellation pursuant to Clause 2.3., at least one
655 third of the brokerage on the estimated amount of freight shall be
656 paid by the Owners as indemnity to the Brokers.

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