

BIMCO Standard Grain Voyage Charter Party

Code Name: GRAINCON

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Date and place 1

It is this day mutually agreed, between 2

..... Owners* / Disponent Owners* of the m.v. 3

..... Self / Non-Self Trimming Bulk Carrier* / Tween Decker*, 4

Call Sign Built at of 5

..... metric ton deadweight tonnage, and with a grain stowage capacity available for cargo of 6

..... cubic metres (including cubic metres in self-baling wing spaces closed 7

in low 8

..... 9

(insert Vessel's itinerary) and 10

of Charterers. 11

*Delete as appropriate 12

1. Loading Port(s) 13

That the said Vessel, being tight, staunch, strong and in every way fit for the voyage, shall with all due despatch proceed to 14

the port(s) of or 15

alternatively safe port(s) within the range and there load 16

at safe loading berth(s) and/or safe anchorage(s) in the Charterers' option, 17

always afloat, a full and complete cargo*/part cargo*/quantity* of (commodity) in bulk of 18

..... metric tons percent more or less, quantity at the Owners' option. 19

*Delete as appropriate. 20

2. Notice and Loading Port Orders 21

The Master or the Owners shall give the Charterers or their Agents in writing at 22

..... (contact address) 23

15 and 7 days notice of the Vessel's expected readiness to load date, and approximate quantity of cargo required with 24

the 15 days notice, such quantity to be based on a cargo of Heavy Grain, unless the cargo composition has been 25

declared or indicated. 26

The Charterers are to be kept continuously advised by telex/fax of any alteration in the Vessel's readiness to load date. 27

Master to apply to the contact address for first or sole loading port orders 6 days before Vessel's expected readiness to load 28

date but not sooner than 6 days before the laydays in Clause 4 and Charterers or their Agents are to give orders for first or sole 29

loading port within three days of receipt of Master's application. If the Charterers fail to give such first or sole loading port 30

orders within said three days then any time lost and/or additional bunkers used shall be for the Charterers' account. Orders for 31

the second or subsequent port of loading if used to be given to the Master not later than upon the Vessel's arrival at the first 32

loading port, unless already in the port of loading, in which case to be given to the Master not later than upon completion of 33

her previous employment or works. Master to give Charterers or their Agents 72 and 24 hours notice in writing of Vessel's 34

estimated time of arrival at the first or sole loading port together with the Vessel's estimated date of readiness to load. 35

In all instances the Vessel's expected date of readiness to load is based on all going well, unforeseen circumstances 36

always excepted. 37

3. Vessel Inspection 38

The Vessel shall pass the inspections of the relevant Port, State or National Authority and/or Grain Inspection Bureau at the 39

first or sole port or place of loading, certifying the Vessel's readiness in all compartments to be loaded with the cargo covered 40

by this Charter Party. If the Vessel completes loading at a port in a different country than the first loading port, she shall pass 41

the inspections of such subsequent national and/or regulatory bodies as may be required. The cost of such inspections shall 42

be borne by the Owner and should the Vessel fail to pass inspection, the time from such failure until the Vessel has been 43

passed shall not count as laytime or demurrage. Unless the conditions of Clause 18 apply the Master's notice of 44

readiness at the first or sole loading port shall be accompanied by the certificate issued in accordance with this Clause. 45

4. Laydays/Cancelling 46

(a) Laydays for loading shall not commence before (time) on (date). 47

(b) Should the Vessel's notice of readiness not be validly tendered as per Clause 18 (Time Counting) before 1600 on 48

..... (date) the Charterers have the option of cancelling this Charter Party any time 49

thereafter, but not later than one hour after the tender of notice of readiness as per Clause 18 (Time Counting). 50

* (c) If, prior to tendering notice of readiness, the Vessel's cancelling date has already passed or the Vessel is ready to begin 51

her voyage to the loading port (whichever first occurs) and in the ordinary course of events would be unable to tender 52

notice before the cancelling date, the Owners having given a revised date of expected readiness to load, may require the 53

Charterers to declare whether they elect to cancel the Charter Party and the Charterers shall be given up to 48 running 54

hours to make this declaration. Should the Charterers elect not to cancel, the cancelling date shall be extended by three 55

running days, Sundays and holidays excluded, from the Vessel's revised date of expected readiness to load. This provision 56

shall be without prejudice to any claim the Charterers may have as to the Owners' possible misrepresentations of the 57

expected date of readiness to load and/or laydays/cancelling dates contained herein. 58

*Sub-clause 4(c) is optional and shall not apply unless agreed to by the parties and so indicated by marking the following 59

box 60

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5. Destination	61
On being so loaded, the Vessel shall proceed with all due despatch to the following port(s)	62
.....as ordered by the Charterers, and deliver the cargo, according to Bills	63
of Lading at	64
safe discharging berth(s) and/or	65
anchorage(s) in Charterers' option, the Vessel being always afloat on having been paid freight as per Clauses 8 (Freight)	66
and 9 (Freight Payment).	67
<i>Discharging Port Orders</i>	68
The Master shall apply in writing to	69
for first or	70
sole discharging port orders 96 hours before the Vessel is due off/at	71
and they are to give first or sole discharging port orders in writing within 48 hours of receipt of the Master's application	72
unless given earlier. If such first or sole discharging port orders are not given within said 48 hours then any time lost and/	73
or additional bunkers used shall be for the Charterers' account.	74
The Charterers or their Agents shall give the Master/Owners orders for second and/or subsequent port(s) of discharge not	75
later than the Vessel's arrival at first port.	76
The Master/Owners shall give the Charterers or their Agents 48 and 24 hours notice in writing of the Vessel's estimated	77
time of arrival at first or sole discharging port. The Charterers or their Agents are to be kept continuously advised of any	
alterations in such estimated time of arrival.	
6. Rotation of Ports	78
Rotation of loading ports is to be in Owners*/Charterers'* option.	79
Rotation of discharging ports is to be in Owners*/Charterers'* option, but if more than two (2) ports of discharge are used	80
rotation is to be geographic	81
to	82
<i>*Delete as appropriate.</i>	
7. Bills of Lading	83
The Master shall sign Bills of Lading as presented on the GRAINCONBILL Bill of Lading form, in accordance with mate's	84
receipts, without prejudice to the terms, conditions and exceptions of this Charter Party. If the Master elects to delegate the	85
signing of Bills of Lading to the Vessel's agents he shall give them authority to do so in writing, copy of which is to be	86
furnished to the Charterers if so required.	87
8. Freight	88
Freight shall be paid in US Dollars per ton of 1,000 Kilos.	89
Charterers shall bear all bank charges incurred in paying freight to the account stated in Clause 9.	90
The freight rate shall be USD	91
Charterers have the option of ordering the Vessel to load at	92
in which case the freight rate shall be USD	93
Charterers have the option of ordering the Vessel to discharge at	94
in which case the freight rate shall be USD	95
If more than one port of loading and/or discharging is used, the freight rate shall be increased by USD	96
for each additional loading and/or discharging port on the entire cargo.	97
9. Freight Payment	98
Freight shall be deemed earned as cargo is loaded on board, without discount and non-returnable, Vessel and/or cargo	99
lost or not lost.	100
*(a) Freight shall be fully paid on release of signed Bills of Lading marked "freight payable as per Charter Party" at	101
..... (state place)	102
to the bank account	103
..... (state bank account details) on Bill of Lading weight.	104
If required by the Charterers, the Owners undertake to endorse Bills of Lading "freight paid" immediately upon receipt of	105
advice from the Owners' bank that freight has been paid.	106
Once the Bills of Lading have been signed, and the Charterers call for release of Original Bills of Lading against receipt of	107
freight, it will be incumbent upon the Owners or their Agents to comply immediately with such call for release during office	108
hours, Mondays to Fridays inclusive.	109
*(b) per cent. of freight shall be paid on Bills of Lading weight within	110
banking days on release	111
of Bills of Lading marked "freight payable as per Charter Party" at	112
..... (state place) to the bank account	113
..... (state bank account details).	114
Balance of freight is to be paid upon right and true delivery of the cargo after receipt by Charterers of copies of relevant	115
Statements of Fact and Notices of Readiness along with settlement of demurrage/despatch accounts at loading/discharging	116
ports or within 30 days after completion of discharging, whichever is earlier.	117
<i>*Delete as appropriate.</i>	
10. Cost of Loading and Discharging	118
Cargo is to be loaded and spout trimmed to the Master's satisfaction in respect of seaworthiness, free of risk and expense	119
to the Vessel. Any manual or mechanical trimming over and above spout trimming required by the Vessel shall be for the	120
Owners' account. Cargo is to be discharged to the Master's satisfaction in respect of seaworthiness, free of risk and	121
expense to the Vessel.	122

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11. Stevedores at Loading Port(s) and Discharging Port(s)	123
Stevedores (including crane-drivers/winch-men) at loading and discharging port(s) shall be appointed and paid for by the Charterers.	124
In all cases, stevedores shall be deemed to be the servants of the Owners*/Charterers* and shall work under the supervision of the Master.	125
<i>*Delete as appropriate.</i>	126
12. Cargo Spaces	127
Cargo shall be loaded in unobstructed main holds only, unless the Owners require, solely for trim and stability purposes, cargo to be loaded into wing spaces, always provided the cargo can bleed into centre holds. Wing spaces are to be spout trimmed; any further trimming in wing spaces and any additional expenses in loading or discharging to be for the Owners' account and additional time so used is not to count as laytime or time on demurrage.	128
13. Overtime	129
<i>(a) Expenses</i>	130
(i) All overtime expenses at loading and discharging ports shall be for account of the party ordering same.	131
(ii) If overtime is ordered by port authorities or the operators of the loading and/or discharging terminal or facility, all overtime expenses are to be equally shared between the Owners and the Charterers.	132
(iii) Overtime expenses for the Vessel's officers and crew shall always be for the Owners' account.	133
<i>(b) Time Counting</i>	134
If overtime ordered by the Owners be worked during periods excepted from laytime the actual time used shall count; if ordered by the Charterers, the actual time used shall not count; if ordered by port authorities or the operators of the loading and/or discharging terminal or facility half the actual time used shall count.	135
14. Separations	136
<i>*(a) The laying of cargo separations, including their removal from the Vessel and their proper disposal ashore, shall be for the Charterers' account and risk and all time used shall count as laytime or time on demurrage. Separations ordered by the Charterers shall be made to the Master's satisfaction and must comply with the requirements of the competent authorities. Any claims arising out of or in connection with the commingling and/or admixing and/or contamination of the cargoes shall be the Charterers' responsibility.</i>	137
<i>*(b) The laying of cargo separations required by the Owners shall be for the Owners' account and risk and time lost shall not count as laytime or time on demurrage. Any claims arising out of or in connection with the commingling and/or admixing and/or contamination of the cargoes shall be the Owners' responsibility.</i>	138
<i>*Delete as appropriate.</i>	139
15. Securing	140
<i>*(a) For the Owners' account</i>	141
Any securing required for safe trim/stowage to be supplied by and paid for by the Owners, and time so used shall not count as laytime or time on demurrage. Bleeding of bags, if any, at discharge port(s) shall be at the Owners' expense, and time actually lost shall not count.	142
<i>*(b) For the Charterers' account</i>	143
Any securing required for safe trim/stowage to be supplied by and paid for by the Charterers, and time so used shall count as laytime or time on demurrage. Bleeding of bags, if any, at discharge port(s) shall be at the Charterers' expense, and time actually lost shall count.	144
<i>*Delete as appropriate.</i>	145
16. Fumigation	146
If after loading has commenced, and at any time thereafter until completion of discharge, the cargo is required to be fumigated in the Vessel's holds, the Owners are to permit same to take place at the Charterers' risk and expense. If local authorities require the crew to be accommodated ashore as a result of fumigation, all associated expenses shall be for the Charterers' account.	147
The Charterers warrant that the fumigants used will not expose the Vessel's personnel to any known health hazards, and will comply with current IMO regulations.	148
Time lost to the Vessel shall count as laytime or time on demurrage.	149
17. Opening/Closing Hatches	150
At each loading and discharging port, the first opening and last closing of hatches shall be performed by the crew, provided shore regulations permit, otherwise shore labour shall be employed at Charterers' risk and expense. Cost of all other opening and closing of hatches shall be for the Charterers' account.	151
18. Time Counting	152
<i>(a) Notice of Readiness</i>	153
Notification of the Vessel's readiness to load and discharge at the first or sole loading and discharging port shall be tendered in writing at the office of Charterers or their Agents between 0900 and 1700 on all days except Sundays (or the local equivalent) and holidays, and between 0900 and 1200 on Saturdays (or the local equivalent). Such notice of readiness shall be tendered when the Vessel is in the loading or discharging berth, if vacant, failing which from a lay-by berth or customary anchorage or waiting place within limits of the port, or otherwise as provided in Clause 18 (b) hereunder.	154

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<i>(b) Waiting for Berth Outside Port Limits</i>	183
If the Vessel is prevented from entering the limits of the loading/discharging port(s) because the first or sole loading/discharging berth or a lay-by berth or anchorage or waiting place is not available within the port limits, or as a result of waiting for the Charterers' orders, or pursuant to the orders of the Charterers or any competent official body or authority, and the Master warrants that the Vessel is physically ready in all respects to load or discharge, he may tender Vessel's notice of readiness in writing from the customary anchorage or waiting place outside the limits of the port, whether in free pratique or not, whether customs cleared or not. If after entering the limits of the loading port, the Vessel fails to pass inspections as per Clause 3 any time so lost shall not count as laytime or time on demurrage from the time the Vessel fails inspections until she is passed.	184 185 186 187 188 189 190 191
<i>(c) Commencement of Laytime</i>	192
Following receipt of notice of readiness laytime will commence at 0800 on the next day not excepted from laytime. Time actually used before commencement of laytime shall count.	193 194
Regardless of whether a valid notice of readiness has been tendered laytime or time on demurrage shall begin at 0800 on the next day not excepted from laytime following the commencement of loading or discharging of the cargo.	195 196
<i>(d) Subsequent Ports</i>	197
At second or subsequent port(s) of loading and/or discharging, laytime or time on demurrage shall resume counting from the Vessel's arrival within the limits of the port or as provided in Clause 18 (b) if applicable.	198 199
19. Laytime	200
<i>*(a) Total laytime for loading and discharging</i>	201
The Vessel shall be loaded and discharged within working days of twenty-four (24) consecutive hours each, weather permitting, Sundays (or the local equivalent) and holidays excepted, unless used, in which event time used shall count.	202 203 204
<i>*(b) Separate laytime for loading and discharging</i>	205
(i) The Vessel shall be loaded at the average rate of metric tons per day*/within working days of twenty-four (24) consecutive hours each*, weather permitting, Sundays (or the local equivalent) and holidays excepted, unless used, in which event time used shall count.	206 207 208
(ii) The Vessel shall be discharged at the average rate of metric tons per working day of twenty-four (24) consecutive hours, calculated on the basis of the Bill of Lading weight, weather permitting, Sundays (or the local equivalent) and holidays excepted, unless used, in which event time used shall count.	209 210 211
(c) Notwithstanding any custom of the port to the contrary, Saturdays (or the local equivalent) shall not count as laytime at loading and discharging port or ports where stevedoring labour and/or grain handling facilities are unavailable on Saturdays (or the local equivalent) or available only at overtime and/or premium rates.	212 213 214
In ports where only part of Saturdays (or the local equivalent) is affected by such conditions, as described above, laytime shall count until the expiration of the last straight time period. Where six or more hours of work are performed at normal rates, Saturday (or the local equivalent) shall count as a full layday.	215 216 217
(d) In the event that the Vessel is waiting for a loading or discharging berth, no time is to be deducted during such period for reasons of weather unless the vessel occupying the loading or discharging berth in question is actually prevented from working due to weather conditions in which case time so lost is not to count.	218 219 220
<i>*Delete as appropriate.</i>	221
20. Demurrage/Despatch	222
On expiry of laytime, demurrage at loading and/or discharging ports is to be paid at the rate of per day or pro rata for part of a day and shall be paid by the Charterers. Despatch shall be paid by the Owners at half the demurrage rate for all laytime saved at loading and/or discharging ports.	223 224 225
Any time lost for which the Owners are not responsible, shall count as laytime, until same has expired, thereafter as time on demurrage.	226 227
21. Shifting	228
<i>(a) Shifting expenses and time</i>	229
(i) The cost of shifting between loading berths and the cost of shifting between discharging berths and/or anchorages, including bunker fuel used, shall be for the Owners'*/Charterers'* account. Laytime or time on demurrage used in shifting shall count.	230 231 232
(ii) If the Vessel is required to shift from one loading or discharging berth and/or anchorage to a lay-by berth or anchorage due to subsequent loading or discharging berth(s) not being available, all such shifting expenses, as defined above shall be for the Owners'*/Charterers'* account. Laytime or time on demurrage used in shifting shall count.	233 234 235
(iii) If the Vessel shifts from the anchorage or waiting place outside the port limits either directly to the first loading or discharging berth and/or anchorage or to a lay-by berth or anchorage within the port limits, the cost of that shifting shall be for the Owners' account and time so used shall not count even if the Vessel is on demurrage.	236 237 238
(iv) The cost of shifting from lay-by berth or anchorage within the port limits to first loading or first discharging berth and/or anchorage shall be for the Owners' account, and time so used shall count as laytime or time on demurrage.	239 240
(v) Warping, if required, to facilitate loading and discharging operations shall be performed by crew, provided shore labour permits, at the Owners' expense, otherwise shore labour to be used at the Charterers' expense. Laytime or time on demurrage used in warping shall count, but not to be considered as shifting.	241 242 243
<i>(b) Shifting in and out of the same berth</i>	244
Unless required by the Owners, should the Vessel be ordered to shift out of the loading berth and/or anchorage or the discharging berth and/or anchorage and back to the same berth, one berth shall be deemed to have been used. All shifting expenses incurred shall be for the account of the Charterers and time used in shifting shall count as laytime or	245 246 247

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time on demurrage. In the event such shifting was caused by any act, neglect, default or omission on the part of the Vessel 248
or her Owners the shifting expenses shall be for the Owners' account. Time used shall not count as laytime but it shall count 249
as time on demurrage. 250
(c) Overtime expenses for the Vessel's officers and crew shall always be for the Owners' account. 251
**Delete as appropriate.* 252

22. Gear and Lights 253

If required, the Master shall give free use of the Vessel's cargo gear, including runners, ropes and slings as on board, and 254
power to operate the same. 255
Unless caused by stevedores' negligence, time lost by breakdown of the Vessel's cargo handling gear or motive power 256
essential to the loading or discharging of this cargo – pro rata to the total number of cranes/winches available for the 257
loading/discharging of cargo under this Charter Party – shall not count as laytime or time on demurrage. Any stevedore 258
standby time charges incurred as a consequence thereof shall be for Owners' account. 259
If required by the Charterers or in Owners' option, shore equipment may be hired in lieu of faulty cargo handling gear or 260
motive power, the cost of which to be for the Owners' account, but in such case time to count as laytime or time on 261
demurrage. 262
If required, the Master shall give free use of the Vessel's lighting as on board for night work. 263

23. Seaworthy Condition 264

If loaded or discharged at two or more berths and/or anchorages and/or ports, the Vessel shall at the Charterers' expense 265
be left in seaworthy condition, to the Master's satisfaction (not exceeding the requirements of the Safety of Life at Sea 266
Convention) for the passage between such berths and/or ports, and time used for placing the Vessel in seaworthy condition 267
shall count as laytime or time on demurrage. 268

24. Draft/Lightage 269

The Owners warrant that the Vessel's deepest Salt Water*/Brackish Water*/Fresh Water* draft on completion of loading 270
shall not exceed metres and metres at first or sole discharging port. 271
Should the Vessel be ordered to discharge at a place where there is insufficient water for the Vessel to get the first tide after 272
arrival without lightening and lie always afloat at a safe anchorage for similar vessels bound for such a place, time shall 273
count as per Clause 18 and any lighterage expenses incurred to enable the Vessel to reach the place of discharge shall be 274
at the expense and risk of the Charterers, notwithstanding any custom of the port or place to the contrary, but time used 275
actually proceeding from the anchorage to the discharging berth shall not count as laytime or time on demurrage. 276
Unless loading and/or discharging ports are named in this Charter Party, the Charterers shall be responsible for providing 277
a safe port/safe berths/safe anchorage of loading and/or discharging, the Owners having complied with the maximum draft 278
limitations in accordance with lines 270/271. In all instances the Charterers shall be responsible for providing a safe berth 279
or anchorage for loading and discharging. 280
**Delete as appropriate.* 281

25. Port Costs and/or Taxes 282

(a) The Owners shall pay all port costs, dues, charges and taxes customarily levied on the Vessel, howsoever the amount 283
thereof may be assessed. 284
(b) The Charterers shall pay all port costs, dues, charges, duties and taxes customarily levied on the cargo, howsoever the 285
amount thereof may be assessed. 286
(c) Taxes levied on the freight, if applicable, shall be for the Owners' account. 287

26. Certificates 288

The Vessel shall have valid certificates evidencing compliance with all safety-, health-, environmental- and other statutory 289
rules, regulations and internationally recognised requirements as are necessary to ensure safe and unhindered loading, 290
performance of the voyage and discharge of the cargo. 291
Any time lost on account of the Vessel's non-compliance with Government and/or State regulations shall not count as 292
laytime or time on demurrage. 293

27. Agents 294

The Owners*/Charterers* shall nominate agents at loading port(s) and the Owners*/Charterers* shall nominate agents at 295
discharging port(s). 296
The Owners shall appoint agents as nominated above. In all instances, agency fees shall be for the Owners' account but 297
shall not exceed customary applicable fees. 298
**Delete as appropriate.* 299

28. Strikes, Stoppages, etc. 300

If the cargo cannot be loaded or discharged by reason of riots, civil commotions or of a strike or lock-out of any class of 301
workmen essential to the loading or discharging of the cargo, or by reason of obstructions or stoppages beyond the 302
control of the Charterers caused by riots, civil commotions or a strike or lock-out on the railway or in the docks or other 303
loading or discharging places, the time for loading or discharging, as the case may be, shall not count during the 304
continuance of such causes, provided that a strike or lock-out of shippers' and/or receivers' men shall not interrupt 305
laytime if by the use of reasonable diligence they could have obtained other suitable labour at rates current before the 306
strike or lock-out. In case of any delay by reason of the before mentioned causes, no claim for damages or demurrage 307
shall be made by the Charterers or the Owners of the Vessel. For the purpose, however, of settling despatch rebate 308

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accounts, any time lost by the Vessel through any of the above causes shall be counted as time used in loading, or discharging, as the case may be.	309 310
29. Ice	311
The Vessel shall not be obliged to force ice but, subject to the Owners' approval and having due regard to its size, construction and class, may follow ice-breakers when reasonably required.	312 313
<i>Port of Loading</i>	314
(a) If at any time after setting out on the approach voyage the Vessel's passage is impeded by ice, or if on arrival the loading port is inaccessible by reason of ice, the Master or Owners shall notify the Charterers thereof and request them to nominate a safe and accessible alternative port.	315 316 317
If the Charterers fail within 48 running hours, Sundays and holidays included, to make such nomination or agree to reckon laytime as if the port named in the Charter Party were accessible or declare that they cancel the Charter Party, the Owners shall have the option of cancelling the Charter Party. In the event of cancellation by either party, the Charterers shall compensate the Owners for all proven loss of earnings under this Charter Party.	318 319 320 321
(b) If at any loading port the Master considers that there is a danger of the Vessel being frozen in, and provided that the Master or Owners immediately notify the Charterers thereof, the Vessel may leave with cargo loaded on board and proceed to the nearest safe and ice free place and there await the Charterers' nomination of a safe and accessible alternative port within 24 running hours, Sundays and holidays excluded, of the Master's or Owners' notification. If the Charterers fail to nominate such alternative port, the Vessel may proceed to any port(s), whether or not on the customary route for the chartered voyage, to complete with cargo for the Owners' account.	322 323 324 325 326 327
<i>Port of Discharge</i>	328
(a) If the voyage to the discharging port is impeded by ice, or if on arrival the discharging port is inaccessible by reason of ice, the Master or Owners shall notify the Charterers thereof. In such case, the Charterers shall have the option of keeping the Vessel waiting until the port is accessible against paying compensation in an amount equivalent to the rate of demurrage or of ordering the Vessel to a safe and accessible alternative port.	329 330 331 332
If the Charterers fail to make such declaration within 48 running hours, Sundays and holidays included, of the Master or Owners having given notice to the Charterers, the Master may proceed without further notice to the nearest safe and accessible port and there discharge the cargo.	333 334 335
(b) If at any discharging port the Master considers that there is a danger of the Vessel being frozen in, and provided that the Master or Owners immediately notify the Charterers thereof, the Vessel may leave with cargo remaining on board and proceed to the nearest safe and ice free place and there await the Charterers' nomination of a safe and accessible alternative port within 24 running hours, Sundays and holidays excluded, of the Master's or Owners' notification. If the Charterers fail to nominate such alternative port, the Vessel may proceed to the nearest safe and accessible port and there discharge the remaining cargo.	336 337 338 339 340 341
(c) On delivery of the cargo other than at the port(s) named in the Charter Party, all conditions of the Bill of Lading shall apply and the Vessel shall receive the same freight as if discharge had been at the original port(s) of destination, except that if the distance of the substituted port(s) exceeds 100 nautical miles, the freight on the cargo delivered at the substituted port(s) shall be increased proportionately.	342 343 344 345
30. Extra Insurance	346
Any extra insurance on cargo actually paid by the Charterers owing to Vessel's age, class or flag shall be for the Owners' account up to a maximum of but the rates and terms shall not exceed the minimum quoted in the current advisory schedules of basic additional premiums payable as a result of any of the above reasons for shipments by vessels held covered in London in the Institute Classification Clause. Any such premium may be deducted from the freight. The Charterers shall provide evidence of payment supporting such deduction.	347 348 349 350 351
31. P&I Bunker Clause	352
The Vessel shall have the liberty as part of the contract voyage to proceed to any port or ports at which bunker oil is available for the purpose of bunkering at any stage of the voyage whatsoever and whether such ports are on or off the direct and/or customary route or routes between any of the ports of loading or discharge named in this Charter Party and may there take oil bunkers in any quantity in the discretion of the Owners even to the full capacity of bunker tanks and deep tanks and any other compartment in which oil can be carried whether such amount is or is not required for the chartered voyage.	353 354 355 356 357 358
32. Deviation	359
Any deviation in saving or attempting to save life or property at sea or any reasonable deviation shall not be deemed an infringement or breach of this Charter Party and the Owners shall not be liable for any loss or damage resulting therefrom.	360 361
33. Lien and Cesser	362
The Owners shall have a lien on the cargo and on all sub-freights payable in respect of the cargo for freight, deadfreight, demurrage, general average contributions and for all other amounts due under this Charter Party including costs of recovering same.	363 364 365
The Charterers' liability under this Charter Party is to cease on cargo being shipped except for payment of freight, deadfreight, and demurrage, and except for all other matters provided for in this Charter Party where the Charterers' responsibility is specified.	366 367 368
34. General Clause Paramount	369
The International Convention for the Unification of certain Rules of Law relating to Bills of Lading signed at Brussels on 24	370

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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 Owner 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.

- 35. Mutual Exceptions** 383
Save to the extent otherwise in this Charter Party expressly provided, neither party shall be responsible for any loss or damage or delay or failure in performance hereunder resulting from Act of God, war, civil commotion, quarantine, arrest or restraint of princes, rulers and peoples or any other events whatsoever which cannot be avoided or guarded against. 386
- 36. Both-to-Blame Collision Clause** 387
If the liability for any collision in which the Vessel is involved while performing this Charter Party falls to be determined in accordance with the laws of the United States of America, the following clause shall apply: 388
"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 goods carried hereunder will indemnify the Owners against all loss or liability to the other or non-carrying vessel 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 the said goods, paid or payable by the other or non-carrying vessel or her owners to the owners of the said goods 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. 392
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 to a collision or contact." 398
The Charterers shall procure that all Bills of Lading issued under this Charter Party shall contain the same clause. 399
- 37. General Average/New Jason Clause** 400
General Average shall be adjusted according to the York/Antwerp Rules 1994 and any subsequent modification thereof and shall be settled in Where the adjustment is made in accordance with the law and practice of the United States of America, the following clause shall apply: 402
"In the event of accident, danger, damage or disaster before or after commencement of the voyage, resulting from any cause whatsoever, whether due to negligence or not, for the consequences of which, the Owners are not responsible, by Statute, contract or otherwise, the goods, shippers, consignees or owners of the goods 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 the goods. 408
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 goods, shippers, consignees or owners of the goods to the Owners before delivery." 412
The Charterers shall procure that all Bills of Lading issued under this Charter Party shall contain the same clause. 413
- 38. War Risks ("Voywar 1993")** 414
(a) For the purpose of this Clause, the words: 415
(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 417
(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. 424
(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 within a range of ports, and at the port or ports nominated by the Charterers the Vessel, her cargo, crew, or other persons on board 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. 434

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(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 or to 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.

(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.

(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.

39. Address Commission 477

An address commission of per cent. on gross freight, deadfreight and demurrage is due to Charterers at the time freight and/or demurrage is paid, Vessel lost or not lost, Charterers having the right to deduct such commission from payment of freight and/or demurrage. 478
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40. Brokerage 481

A brokerage of per cent. on gross freight, deadfreight, and demurrage is payable by the Owners to (broker(s) name) at the time of receiving freight payment and/or demurrage payment(s), Vessel lost or not lost. In case of non-execution, one third of the brokerage on the estimated amount of 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 agreed. 482
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41. Notices 487

(a) All notices given by either party or their agents to the other party or their agents in accordance with the provisions of this Charter Party shall be in writing. 488
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(b) For the purposes of this Charter Party, "in writing" shall mean any method of legible communication. A notice may be given by any effective means including, but not limited to, cable, telex, fax, e-mail, registered or recorded mail, or by personal service. 490
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42. Dispute Resolution Clause 493

*(a) 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. 494
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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 binding on both parties as if he had been appointed by agreement.

Nothing herein shall prevent the parties agreeing in writing to vary these provisions to provide for the appointment of a sole arbitrator.

In cases where neither the claim nor any counterclaim exceeds the sum of US\$50,000 (or such other sum as the parties may agree) the arbitration shall be conducted in accordance with the LMAA Small Claims Procedure current at the time when the arbitration proceedings are commenced.

**(b) This Charter Party shall be governed by and construed in accordance with Title 9 of the United States Code and the Maritime Law of the United States and any dispute arising out of or in connection with this Charter Party shall be referred to three persons at New York, one to be appointed by each of the parties hereto, and the third by the two so chosen; their decision or that of any two of them shall be final, and for the purposes of enforcing any award, judgement may be entered on an award by any court of competent jurisdiction. The proceedings shall be conducted in accordance with the rules of the Society of Maritime Arbitrators, Inc.*

In cases where neither the claim nor any counterclaim exceeds the sum of US\$50,000 (or such other sum as the parties may agree) the arbitration shall be conducted in accordance with the Shortened Arbitration Procedure of the Society of Maritime Arbitrators, Inc. current at the time when the arbitration proceedings are commenced.

**(c) This Charter Party shall be governed by and construed in accordance with the laws of the place mutually agreed by the parties and any dispute arising out of or in connection with this Charter Party shall be referred to arbitration at a mutually agreed place, subject to the procedures applicable there.*

(d) Notwithstanding 42(a), 42(b) or 42(c) above, the parties may agree at any time to refer to mediation any difference and/or dispute arising out of or in connection with this Charter Party.

In the case of a dispute in respect of which arbitration has been commenced under 42(a), 42(b) or 42(c) above, the following shall apply:-

- (i) Either party may at any time and from time to time elect to refer the dispute or part of the dispute to mediation by service on the other party of a written notice (the "Mediation Notice") calling on the other party to agree to mediation.
- (ii) The other party shall thereupon within 14 calendar days of receipt of the Mediation Notice confirm that they agree to mediation, in which case the parties shall thereafter agree a mediator within a further 14 calendar days, failing which on the application of either party a mediator will be appointed promptly by the Arbitration Tribunal ("the Tribunal") or such person as the Tribunal may designate for that purpose. The mediation shall be conducted in such place and in accordance with such procedure and on such terms as the parties may agree or, in the event of disagreement, as may be set by the mediator.
- (iii) If the other party does not agree to mediate, that fact may be brought to the attention of the Tribunal and may be taken into account by the Tribunal when allocating the costs of the arbitration as between the parties.
- (iv) The mediation shall not affect the right of either party to seek such relief or take such steps as it considers necessary to protect its interest.
- (v) Either party may advise the Tribunal that they have agreed to mediation. The arbitration procedure shall continue during the conduct of the mediation but the Tribunal may take the mediation timetable into account when setting the timetable for steps in the arbitration.
- (vi) Unless otherwise agreed or specified in the mediation terms, each party shall bear its own costs incurred in the mediation and the parties shall share equally the mediator's costs and expenses.
- (vii) The mediation process shall be without prejudice and confidential and no information or documents disclosed during it shall be revealed to the Tribunal except to the extent that they are disclosable under the law and procedure governing the arbitration.

(Note: The parties should be aware that the mediation process may not necessarily interrupt time limits.)

** Sub-clauses 42(a), 42(b) and 42(c) are alternatives; delete as appropriate, failing which sub-clause 42(a) shall apply. Sub-clause 42(d) shall apply in all cases.*

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Signature (Owners)

.....
Signature (Charterers)