

INTERTANKVOY 76

TANKER VOYAGE CHARTER PARTY

Adopted by



The Baltic and International
Maritime Conference
(BIMCO). Distribution
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It is this day, 19 mutually agreed between 1
 of 2
 3
OWNERS/CHARTERED OWNERS/DISPONENT OWNERS (hereinafter called "Owners") of the 4
 motor/turbine tank vessel called (hereinafter called "the vessel") flying 5
 the flag and 6
 7
 of 8
 (hereinafter called "Charterers") that the transportation(s) herein provided for will be performed 9
 subject to the terms and conditions of this Charter Party which includes Part I and Part II. 10

PART I

- (a) Description of the vessel: 11
 - Classed 12
 - Deadweight metric/long tons (of 2,240 lbs) on a saltwater draft on summer 13
 - marks of 14
 - Length overall m/ft Beam extreme m/ft 15
 - Capacity available for cargo metric/long tons, per cent more or less at Owners' 16
 - option. 17
 - Cubic capacity for cargo m³/cu.ft (at 100 %) including 18
 - slop tank(s) with a cubic capacity of m³/cu.ft (at 100 %) 19
 - Last cargo before commencement of this Charter Party: 20
 - 21
 - Penultimate cargo: 22
 - Owners undertake that the vessel is: 23
 - Fitted with heating coils in good working order in cargo tanks and capable of 24
 - maintaining a temperature of the cargo when loaded not in excess of degrees 25
 - Fahrenheit/Centigrade. 26
 - Equipped with cargo pumps with an aggregate maximum capacity of 27
 - m³/tons fresh water per hour against a back-pressure of 28
 - at ship's rail. 29
 - Equipped with derricks with a maximum safe working load of 30
 - tons each for lifting submarine hoses to the vessel's port and starboard 31
 - manifolds. 32
 - Internal tank coating as follows 33
 - 34
- (b) Present position of the vessel 35
 - Expected readiness to load 36
 - Commitments prior to commencement of this Charter Party 37
 - 38
 - 39
 - Owners undertake to keep Charterers currently informed as to the vessel's position and any 40
 - change of the vessel's expected readiness to load. 41



(c) Description of cargo:	42
.....	43
.....	44
Unless otherwise stated above this Charter Party is for a full and complete cargo having regard	45
to the permissible freeboard for the voyage in accordance with the International Loadline	46
regulations currently in force and to the limitations provided in (a) above.	47
No cargo shall be shipped which is injurious to the vessel.	48
No cargo shall be shipped having a Vapour Pressure at 100 degrees Fahrenheit in excess of	49
13.5/ lbs/sq.in. as determined by the current A.S.T.M. Method (Reid) D. 323.	50
(d) Loading range	51
.....	52
.....	53
Discharging range	54
.....	55
.....	56
(e) Laydays shall not commence before unless with Charterers' consent.	57
(f) Cancelling date	58
(g) Laytime running hours Sundays and holidays included.	59
(h) Freight rate shall be per cent of the applicable rate of Worldscale in force at the date of	60
commencement of loading.	61
(i) Freight shall be due and payable:	62
(at the time of)	63
(place)	64
(payee)	65
.....	66
(j) Demurrage rate based on the vessel's summer deadweight shall be per cent of the	67
Worldscale rate in force at the date of commencement of loading	68
(k) All other terms and conditions of Worldscale in force at the date of commencement of loading	69
shall apply.	70
(l) General average shall be adjusted in	71
(m) Arbitration shall take place in London in accordance with Part II, Clause 32 and this Charter	72
Party shall be governed by English Law.	73
(n) Special provisions:	74
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"INTERTANKVOY 76"

Part II

1.—Condition of Vessel:

The vessel's class as specified in Part I shall be maintained during the currency of this Charter Party.

The Owners shall

- (a) before and at the beginning of the loaded voyage exercise due diligence to make the vessel seaworthy and in every way fit for the voyage, with her tanks, valves, pumps and pipelines tight, staunch, strong and in good order and condition and with a full and efficient complement of master, officers and crew for a vessel of her type, tonnage and flag;
- (b) throughout the voyage have the responsibilities and immunities of the Hague Rules as incorporated in Clause 25 hereof.

2.—Nomination/Re-nomination:

The necessary loading orders shall be given by Charterers before the vessel sails from her previous port or place of call (or concurrently with the fixture of this Charter Party if the vessel has already sailed) but Charterers shall have the option of ordering the vessel to a safe port or place en route to loading or discharging ranges for orders.

If Charterers exercise such option they shall nominate actual loading or discharging port or place in sufficient time to avoid delay to or deviation of the vessel.

If after loading or discharging port or place have been nominated, Charterers desire to vary them, Owners agree to issue such revised instructions as are necessary to give effect to Charterers' revised orders.

Charterers shall reimburse Owners for any expenses resulting from any such revision of orders including additional bunkers consumed at cost price where and when bunkers are next taken. Charterers shall pay for loss of time caused by such revision at the rate of demurrage stipulated in Part I (j) less the value of the vessel's daily bunkers consumption in port at cost price. Charterers shall indemnify Owners for any claim brought against Owners by reason of such deviation, including all legal costs and expenses.

Charterers shall not be liable for any other loss resulting from Charterers revising their orders, unless upon receiving the new orders Owners promptly notify Charterers that such other loss may occur. Unless Charterers then give new orders which will avoid such other loss it shall when proved be recoverable from Charterers.

3.—Voyage:

The vessel shall proceed with all convenient despatch as soon as her prior commitments, as specified in Part I (b) are completed, to a berth, dock, anchorage, submarine line, alongside a lighter or lighters or any other place as ordered by Charterers within the limits specified in Part I (d), or so near thereto as she may safely get, lie and depart from, and there load, always afloat, the cargo as described in Part I (c) and being so loaded shall proceed as ordered on signing bills of lading direct to a berth, dock, anchorage, submarine line, alongside a lighter or lighters or any other place as ordered by Charterers within the limits specified in Part I (d) or so near thereto as she may safely get and lie, and there deliver the cargo always afloat. Should it appear that the aforesaid conditions for ship and cargo are not fulfilled, the ship shall not be obliged to proceed.

Charterers shall exercise due diligence to ascertain that any places to which they order the vessel are safe for the vessel and that she will lie there always afloat. Charterers shall, however, not be deemed to warrant the safety of any place and shall be under no liability in respect thereof except for loss or damage caused by their failure to exercise due diligence as aforesaid.

Transfer of oil from and to the vessel to and from another ocean-going ship made fast alongside or while under way shall be allowed in accordance with the ICS/OCIMF Ship to Ship Transfer Guide and under the conditions for lighterage in Clause 18, provided Owners have been given reasonable notice in advance and only to the extent such operation is safe. All extra equipment required for such transfer operation shall be provided by Charterers who undertake to reimburse Owners any additional insurance premiums.

4.—Disposal of Residues:

Owners shall ensure that the vessel's personnel will:

- (a) During the ballast passage and before presenting for loading hereunder, retain on board all oil residues remaining in the vessel from her previous cargo;
- (b) during tank washing collect the washings into a separate compartment and, after maximum separation of free water, discharge such water overboard;
- (c) thereafter notify Charterers as soon as possible through Owners of the amounts of oil and water in the segregated tank washings.

On the vessel's arrival at or off loading port or place, Charterers shall provide facilities for the reception of any such tank washings, the cost of such facilities and the ultimate disposal of the tank washings being for Charterers' account. Any delay in the provision of the necessary facilities shall count as laytime.

Should Charterers fail to provide facilities for the reception of part or all of the tank washings remaining on board, freight shall be payable thereon as specified in Part I (h) up to a maximum tonnage equivalent to 1% (one per cent) of the vessel's deadweight on tropical marks, the water contained in such tank washings not to exceed 0.15% of such deadweight.

Should Charterers require segregation of the cargo to be loaded from the tank washings remaining on board they shall pay any deadfreight so incurred.

5.—Cleaning:

The Master is bound to keep the tanks, pipes and pumps of the vessel suitable for the cargo specified in Part I (c). For clean cargoes, cleaning shall be effected to Charterers' inspector's satisfaction.

The vessel shall not be responsible for any admixture if more than one quality of oil is shipped, nor for leakage, contamination or deterioration in quality of the cargo unless the admixture, leakage, contamination or deterioration results from (a) unseaworthiness existing at the time of loading or at the inception of the voyage which was discoverable by the exercise of due diligence, or (b) error or fault of the servants of Owners in the loading, care or discharge of the cargo.

6.—Charterers' Option of Cancelling:

If the vessel has not given a valid notice of readiness as provided in Clause 8 by 12 midnight (2400 hours) local time on the cancelling date specified in Part I (f), Charterers shall have the option of cancelling this Charter Party, unless the vessel has been delayed due to ice risks as mentioned in Clauses 21 and 22 or to Charterers' revision of orders under Clause 2, in which cases the cancelling date shall be extended by any time so lost. Whether or not Charterers exercise their option of cancelling no claim they may have on Owners shall be prejudiced thereby.

Nevertheless, if it clearly appears that despite due diligence on the part of Owners the vessel will be delayed beyond the cancelling date Owners may, at the earliest 72 hours before the vessel is to sail for the loading port or place and as soon as they are in a position to state — with reasonable certainty — a new readiness date, ask Charterers whether or not they will exercise their option of cancelling. The option must then be declared within 7 days thereafter but not later than one day after the cancelling date. If Charterers do not cancel the Charter Party within such time limit, the seventh day after the new readiness date stated shall be the new cancelling date unless otherwise agreed.

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7.—Owners' Option of Cancelling:	277
If for reasons not attributable to the vessel and/or Owners	278
(a) Charterers fail in their duty to furnish voyage instructions or loading orders in accordance with Clause 2, and such failure has lasted for not less than 10 days,	279
or	280
(b) loading has not commenced and 20 days have passed after valid notice of readiness has been tendered,	281
Owners shall have the option of cancelling this Charter Party.	282
If such option is exercised and the delay is attributable to Charterers, they shall be liable for loss of charter. Whether or not Owners exercise this option no claim they may have on Charterers for loss of time or otherwise shall be prejudiced thereby.	283
8.—Notice of Readiness:	284
When the vessel has arrived at a loading or discharging port or place, or at a usual waiting place off such port or place if vessel cannot enter or berth by reason of any cause beyond the control of Owners, and the vessel is ready to load or discharge, a notice of readiness, which may be tendered at any time on any day of the year, shall be given to Charterers or their agent. The vessel shall be deemed ready within the meaning of this clause whether or not she has ballast water or residues or washings in her tanks.	285
Subject to Part I (e) laytime shall commence at the first loading and discharging port or place at the expiration of six running hours after tendering such notice or upon connection of hoses, whichever first occurs.	286
At subsequent port or place laytime shall resume when notice of readiness is tendered.	287
9.—Laytime:	288
The running hours specified in Part I (g) shall be allowed Charterers for the loading and discharging of the cargo and other Charterers' purposes connected therewith.	289
If Charterers, suppliers, consignees or the regulations of the port authorities prohibit loading or discharging at night, time so lost shall count as laytime.	290
Laytime shall count until the hoses have been disconnected or until Charterers or their agents have fulfilled their obligation to produce any necessary documents, whichever is the later.	291
Time lost by any of the following causes shall not count for laytime or for demurrage even if the vessel is already on demurrage:	292
(a) waiting for pilot or tug, or while moving from anchorage to place of loading or discharging;	293
(b) cleaning of tanks, discharging of ballast water, residues or washings;	294
(c) stoppages on the vessel's orders or breakdown or inefficiency of the vessel, or negligence or default on the part of Owners or their servants or agents or a strike of the crew.	295
10.—Demurrage:	296
Charterers shall pay demurrage at the rate specified in Part I (j).	297
If, however, demurrage is incurred due to any of the events set out below which commences or occurs before the expiry of the allowed laytime, the rate of demurrage shall be reduced to one-half until the said event ceases:	298
(a) fire, explosion or breakdown of machinery at shore installation not caused by negligence on the part of Charterers or the shippers or the receivers or their servants or agents;	299
(b) or any of the exceptions set out in the last sentence of Clause 25 (save for quarantine as provided in Clause 23).	300
11.—Loading and Discharging:	301
(a) The cargo shall be loaded into the vessel at the expense of and at the risk and peril of Charterers as far as the vessel's permanent hose connections only, and shall be pumped out of the vessel at the expense of and at the risk and peril of the vessel as far as the vessel's permanent hose connections only.	302
Hoses for loading and discharging shall be furnished by Charterers and shall be connected and disconnected by Charterers or, at the option of Charterers, by Owners at Charterers' risk and expense.	303
The vessel shall provide her pumps and the necessary motive power for discharging in all ports where regulations so permit, as well as the necessary personnel, but if shore regulations do not permit fire on board and steam is necessary for discharging purposes, Charterers shall supply such steam at their expense.	304
(b) Overtime: Loading and discharging may be carried out at any time on any day of the year, Charterers paying all extra expenses, including overtime, incurred ashore only.	305
12.—Freight Payment:	306
Freight shall be paid at the rate specified in Part I (h), and calculated on the intaken quantity of cargo, plus any residues or washings remaining on board as specified in Clause 4, no deduction being made for water and/or sediment contained in the cargo. Payment of freight as specified in Part I (i) shall be made by Charterers in cash without discount.	307
13.—Deadfreight:	308
Should Charterers or their agents fail to supply a cargo as specified in Part I (c), deadfreight shall be payable, but in no event shall Charterers be required to furnish cargo in excess of the quantity stated in Part I (a) as the vessel's capacity for cargo.	309
14.—Slack Tanks:	310
The vessel shall not be required to proceed to sea until such of her tanks are filled as will place her in a seaworthy condition.	311
15.—Lien:	312
Owners shall have a lien on the cargo for all claims under this Charter Party and costs of recovering same.	313
16.—Dues and other Charges:	314
Dues, taxes and other charges upon the vessel, including those assessed with reference to the quantity of cargo loaded or discharged shall be paid by Owners, and dues and other charges upon the cargo and taxes on the freight shall be paid by Charterers. However, irrespective of the foregoing, where under a provision of <i>Worldscale</i> any such dues and charges are expressly for the account of Owners or Charterers, then they shall be payable in accordance therewith.	315
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17.—Shifting:	343
Charterers shall have the right to load and/or discharge at more than one berth at each port or place on payment of all expenses incurred in moving the vessel from the first to the second and any subsequent berth or place, including any extra bunkers consumed whilst shifting and any dues incurred in excess of those which would have been incurred if all the cargo had been loaded or discharged at the first berth or place only. Time used in shifting between berths or places shall count as laytime.	344 345 346 347
18.—Lighterage:	348
Any lighterage shall be at the expense, risk and peril of Charterers and any time lost to the vessel on account of lighterage shall count as laytime. Lighterage shall be effected only in port or place where the vessel can continuously lie safely always afloat, and Charterers shall indemnify Owners against the consequences of any spillage of cargo not due to the negligence of officers, master or crew of the vessel.	349 350 351 352
19.—Heating:	353
When heating of cargo is required by Charterers in accordance with Part I (a), Owners shall exercise due diligence to maintain the temperature requested on passage to and whilst at the discharging port or place.	354 355
20.—Liberty:	356
The vessel shall have liberty to sail with or without pilots to tow or go to the assistance of vessels in distress, to call at any port or place for oil fuel supplies, and to deviate for the purpose of saving life or property, or for any other reasonable purpose whatsoever.	357 358 359
21.—Ice on Voyage:	360
In case port or place of loading or discharge should be inaccessible owing to ice, the vessel shall direct her course according to Master's judgment, notifying by telegraph or radio, if available. Charterers, the shipper or consignee, who is bound to telegraph or radio orders for another port, which is free from ice and where there are facilities for the loading or reception of the cargo in bulk. The whole of the time occupied from the time the vessel is diverted by reason of the ice until her arrival at an ice-free port of loading or discharge, as the case may be, shall be paid for by Charterers at the demurrage rate stipulated in Part I (j) plus the cost of actual consumption of bunkers less normal bunker consumption in port.	361 362 363 364 365 366
22.— Ice at Loading/Discharge Port or Place.	367
If, on account of ice the Master considers it dangerous to enter or remain at any loading or discharging port or place for fear of the vessel being frozen in or damaged, the Master shall communicate by telegraph or radio, if available, with Charterers, the shipper or consignee of the cargo, who shall telegraph or radio him in reply, giving orders to proceed to another port or place as per Clause 21 where there is no danger of ice and where there are the necessary facilities for the loading or reception of the cargo in bulk, or to remain at the original port or place at their risk, and in either case Charterers to pay for the time that the vessel may be delayed, at the demurrage rate stipulated in Part I (j) plus the cost of actual consumption of bunkers less normal bunker consumption in port.	368 369 370 371 372 373 374
23.—Quarantine:	375
If at the time of nomination quarantine is in force at the nominated port or place of loading or discharging any time thereby lost by the vessel to count as laytime. If, however, quarantine comes into force at such port or place after nomination only half the time thereby lost by the vessel shall count as laytime except that full time shall count for demurrage after the expiry of the laytime.	376 377 378 379
24.—Agency:	380
The vessel shall be addressed to Owners' agents at port(s) or place(s) of loading and discharging.	381
25.— Responsibility and Immunities:	382
The provisions of Articles III (other than Rule 8), IV, VIII and IX of the Carriage of Goods by Sea Act, 1924 of the United Kingdom shall apply to this Charter Party and shall be deemed to be inserted in extenso herein. This Charter Party shall be deemed to be a contract for the carriage of cargo by sea to which the said articles apply and Owners shall be entitled to the protection of the said articles in respect of any claim made hereunder. Charterers shall not, save to the extent otherwise in this Charter Party expressly provided, be responsible for any loss or damage or delay or failure in performance hereunder arising or resulting from Act of God; act of war; seizure under legal process; quarantine restrictions; strikes; boycotts; lockouts; riots; civil commotions; and arrest or restraint of princes, rulers or peoples.	383 384 385 386 387 388 389
26.—Both to Blame Clause:	390
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:	391 392
"If the vessel comes into collision with another vessel as a result of the negligence of the other vessel and/or any act, neglect or default of the Master, mariner, pilot or the servants of Owners in the navigation or in the management of the vessel, the owners of the cargo carried hereunder will indemnify 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 cargo, paid or payable by the other or non-carrying vessel or her owners to the owners of the said cargo and set off, recouped or recovered by the other or non-carrying vessel or her owners as part of their claim against the carrying vessels or Owners.	393 394 395 397 398 399
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."	400 401
and Charterers shall procure that all bills of lading issued under this Charter Party shall contain this clause.	402
27.—General Average: New Jason Clause:	403
General average shall be payable according to the York/Antwerp Rules, 1974, but if, notwithstanding the provisions specified in Part I (l), the adjustment is made in accordance with the law and practice of the United States of America, the following clause shall apply:	404 405 406
"In the event of accident, danger, damage or disaster before or after the commencement of the voyage, resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequence of which, Owners are not responsible, by statute, contract or otherwise, the cargo, shippers, consignees or owners of the cargo shall contribute with Owners in general average to the payment of any sacrifices, loss 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 cargo.	410 411
If a salving vessel is owned or operated by Owners, salvage shall be paid for as fully as if the said salving vessel or vessels belonged to strangers. Such deposit as Owners, or their agents, may seem sufficient to cover the estimated contribution of the cargo and any salvage and special charges thereon shall, if required, be made by the cargo, shippers, consignees or owners of the cargo to Owners before delivery."	412 413 414 415
and Charterers shall procure that all bills of lading issued under this Charter Party shall contain this clause.	416

28.—Paramount Clause:	417
Charterers shall procure that all bills of lading issued pursuant to this Charter Party shall contain the following Paramount Clause:	418
"This bill of lading shall:	419
(a) in relation to the carriage of any cargo from any port in Great Britain or Northern Ireland to any other port whether in or outside Great Britain or Northern Ireland have effect subject to the provisions of the Carriage of Goods by Sea Act, 1924, of the United Kingdom (or any statutory modification or re-enactment thereof), and to the Rules contained in the Schedule thereto as applied by that Act and nothing herein contained shall be deemed a surrender by Owners of any of their rights or immunities or an increase of any of their responsibilities or liabilities under the said Act;	420
(b) in relation to the carriage of any cargo from any port of shipment in territory in which legislation similar in effect to the Carriage of Goods by Sea Act, 1924, of the United Kingdom (or any statutory modification or re-enactment thereof), is in force have effect subject to such legislation and to the Rules contained in the Schedule thereto as applied by such legislation and nothing herein contained shall be deemed to be a surrender by Owners of any of their rights or immunities under the said legislation or an increase of any of their responsibilities or liabilities under the said legislation; and	421
(c) in any other case have effect as if the contract of carriage herein contained were a contract of carriage to which the provisions of the Carriage of Goods by Sea Act, 1924, of the United Kingdom (or any statutory modification or re-enactment thereof) applied and Owners shall be entitled to the benefit of the privileges, rights and immunities conferred by the said Act and the Rules contained in the Schedule thereto as if the same were herein specifically set out.	422
If any terms of this bill of lading be repugnant to the provisions of the said Act or to the said legislation to any extent, such term shall be void to that extent but no further."	423
29.—War Risks:	424
(a) The Master shall not be required or bound to sign bills of lading for any blockaded port or for any port which the Master or Owners in his or their discretion consider dangerous or impossible to enter or reach.	425
(b) If any port of loading or of discharge named in this Charter Party or to which the vessel may properly be ordered pursuant to the terms of the bills of lading be blockaded, or	426
if owing to any war, hostilities, warlike operations, civil war, civil commotions, revolutions, or the operation of international law (1) entry to any such port of loading or of discharge or the loading or discharge of cargo at any such port be considered by the Master or Owners in his or their discretion dangerous or prohibited, or (2) it be considered by the Master or Owners in his or their discretion dangerous or impossible for the vessel to reach any such port of loading or of discharge Charterers shall have the right to order the cargo or such part of it as may be affected to be loaded or discharged at any other safe port of loading or of discharge within the range of loading or discharging ports respectively established under the provisions of the Charter Party (provided such other port is not blockaded or that entry thereto or loading or discharge of cargo thereat is not in the Master's or Owners' discretion dangerous or prohibited). If in respect of a port of discharge no orders be received from Charterers within 48 hours after they or their agents have received from Owners a request for the nomination of a substitute port, Owners shall then be at liberty to discharge the cargo at any safe port which they or the Master may in their or his discretion decide on (whether within the range of discharging ports established under the provisions of the Charter Party or not) and such discharge shall be deemed to be due fulfillment of the contract or contracts of affreightment so far as cargo so discharged is concerned. In the event of the cargo being loaded or discharged at any such other port within the respective range of loading or discharging ports established under the provisions of the Charter Party, the Charter Party shall be read in respect of freight and all other conditions whatsoever as if the voyage performed were that originally designated. In the event, however, that the vessel discharges the cargo at a port outside the range of discharging ports established under the provisions of the Charter Party, freight shall be paid as for the voyage originally designated and all extra expenses involved in reaching the actual port of discharge and/or discharging the cargo thereat shall be paid by Charterers or cargo owners. In this latter event Owners shall have a lien on the cargo for all such extra expenses.	427
(c) The vessel shall have liberty to comply with any directions or recommendations as to departure, arrival, routes, ports of call, stoppages, destinations, zones, waters, delivery or in any other wise whatsoever given by the government of the nation under whose flag the vessel sails or any other government or local authority including any de facto government or local authority or by any person or body acting or purporting to act as or with the authority of any such government or authority or by any committee or person having under the terms of the war risks insurance on the vessel the right to give any such directions or recommendations. If by reason of or in compliance with any such directions or recommendations, anything is done or is not done such shall not be deemed a deviation.	428
If by reason of or in compliance with any such direction or recommendation the vessel does not proceed to the port or ports of discharge originally designated or to which she may have been ordered pursuant to the terms of the bills of lading, the vessel may proceed to any safe port of discharge which the Master or Owners in his or their discretion may decide on and there discharge the cargo. Such discharge shall be deemed to be due fulfillment of the contract or contracts of affreightment and Owners shall be entitled to freight as if discharge has been effected at the port or ports originally designated or to which the vessel may have been ordered pursuant to the terms of the bills of lading. All extra expenses involved in reaching and discharging the cargo at any such other port of discharge shall be paid by Charterers and/or cargo owners and Owners shall have a lien on the cargo for freight and all such expenses.	429
Charterers to procure that all bills of lading issued under this Charter Party shall contain this clause.	430
30.—TOVALOP:	431
The vessel to be entered into TOVALOP and the current P & I Clubs' Recommended TOVALOP Clause shall be deemed to be incorporated unless any other TOVALOP clause is attached hereto.	432
31.—Bills of Lading:	433
Bills of lading are to be signed as presented without prejudice to this Charter Party, and Charterers hereby indemnify Owners against all liabilities and expenses including legal costs that may arise from the signing of bills of lading as presented to the extent that the terms of such bills of lading are more onerous to Owners than are the terms of this Charter Party.	434
Neither Owners nor their servants shall be required to sign or endorse bills of lading showing freight prepaid until the freight due to Owners has actually been paid.	435
32.—Arbitration:	436
Any dispute or difference arising out of this Charter Party shall be referred to arbitration in London to the arbitrament of three persons, one to be appointed by each of the parties hereto and the third by the two so appointed; their decision, or that of any two of them, shall be final and binding upon the parties, and for the purpose of enforcing any award this agreement and any such award may be made a rule or order or judgment of the Court without the merits of the dispute or difference being re-opened.	437
33.—Subletting/Assigning:	438
Charterers shall have the liberty of subletting or assigning this Charter Party to any individual or company, but Charterers shall always remain responsible for the due fulfillment of all the terms and conditions of this Charter Party and shall warrant that any such sublet or assignment will not result in the vessel being restricted in her future trading.	439