



Adopted by
the Documentary Committee of the General
Council of British Shipping, London

Adopted by
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1. Company name/logo (print or stamp)		2. Place and Date	
3. Owners/full style and address		4. Charterers/full style and address	
5. Vessel's name	6. Vessel's flag	7. Warranted average speed in knots on a daily bunker consumption of (also state grade(s) of bunker oil) (Cl. 4(b))	
8. Vessel's d.w. all told on summer freeboard			
Vessel's tank capacity (state number of stainless steel tanks and coated tanks and total capacity of each category of tanks (100%) in cubic metres) (Cl. 4(a))		9. Vessel's cargo pumps (state number of pumps and designed capacity (cbm./w./h.)) (Cl. 4(a))	
10. Status of cargo tanks on delivery (Cl. 4(c))		11. Status of cargo tanks on redelivery (Cl. 13(b))	
12. Maximum heating temperature (state if max. heating temperature is the same for centre- and wing tanks) (Cl. 14)		13. Maximum number of types of cargo with complete segregation (Cl. 25)	
14. Details of products to be carried (Cl. 4(a))			
15. Period of hire (Cl. 1)		16. Port or place of delivery (if applicable, also state time for declaration of port of delivery) (Cl. 2)	
		17. Earliest time for delivery (Cl. 2)	18. Cancelling date (Cl. 3)
19. Port or place of re-delivery (Cl. 12)		20. Number of days' notice of port and place of re-delivery (Cl. 12)	
21. Trading limits and exclusions (Cl. 5)			
22. Bunkers on delivery (Cl. 9)		23. Bunkers on re-delivery (Cl. 9)	
24. Charter hire (also state lump sum for overtime and extras) (Cl. 10 & Cl. 16)		25. Hire payment (state currency, mode and place of payment; also beneficiary and bank account) (Cl. 10)	
per			
Lump sum for overtime and extras specified in Cl. 16			
26. Drydocking (state period between periodical drydockings and also when vessel last drydocked) (Cl. 20)		27. Overhaul and maintenance (indicate no. of hours agreed) (Cl. 21)	
28. Compliance with regulations (Cl. 22)		29. War (state value of vessel acc. to sub-cl.(b) and names of countries acc. to sub-cl. (e)) (Cl. 32)	
Indicate whether sub-clause (c) agreed or not (state "yes" or "no")		30. General average to be settled in (only to be filled in if place other than London agreed) (Cl. 34)	
31. Applicable law (if not filled in, English law shall apply) (Cl. 42)		32. Place of arbitration/arbitration court (if not filled in, arbitration in London shall apply) (Cl. 43)	
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 Party consisting of Part I including additional clauses, if any agreed and stated in Box 33, and Part II including the specification as per the TECHNICAL FORM as well as the Tank Coating and/or Stainless Steel Resistance List referred to in Part II, Clause 4(a) and Clause 7, respectively. 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)
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PART II
"BIMCHEMETIME" Charter Party

8. Charterers to Provide	139		
Whilst the Vessel is on hire, the Charterers shall provide and pay for all fuel including for galley and heating, port charges including any charges retroactively imposed, light dues, dock dues, canal and channel tolls, pilotage, towage and other tug services, consular fees except those pertaining to the Master, Officers and Crew, agency fees, commissions, expenses of loading and discharging cargoes, communication expenses incurred at the Charterers' request and all other charges whatsoever except those stated as being payable by the Owners.	140		
The Charterers may use flexible hoses for loading and discharging as on board at their risk; however, if such use necessitates replacement or if extra equipment is required same shall be provided and paid for by the Charterers.	141		
All taxes and dues on the Vessel and/or cargo and on charter hire and freights arising out of cargoes carried or ports visited under this Charter Party shall be for the Charterers' account.	142		
The Charterers shall ensure that port agents appointed and paid by them shall render all customary services to the Owners and the Vessel without any charge to the Owners. Any expenses for the Owners' account shall be settled as per Clause 23, unless otherwise agreed between the parties involved.	143		
Unless otherwise stipulated in this Charter Party, the Charterers shall also provide and pay for:	144		
(a) any material required for tank cleaning and/or preparing the tanks to receive and carry subsequent cargoes;	145		
(b) all fresh water for boilers and tank cleaning; and	146		
(c) any product required for inhibition of cargo and shall also furnish the Master with a Certificate of Inhibition and all relevant inhibition details, as and when required.	147		
The Charterers shall inform the Owners well in advance of the Vessel's itinerary as well as any changes thereof. The Charterers shall also provide the Owners with an up-to-date list of their agents.	148		
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9. Bunkers	171		
The Charterers shall accept and pay for all bunkers and boiler water on board at the time of delivery, and the Owners shall, on the expiry of this Charter Party, pay for all bunkers and boiler water remaining on board. The prices for the bunkers shall be those prevailing at the time of delivery/redelivery at the respective ports. Quantities of bunkers on board on delivery and redelivery shall be in accordance with Part I, Boxes 22 and 23, respectively, but in any case sufficient to reach nearest recognised bunkering port.	172		
Should the Vessel be delivered or redelivered at sea or at a port which is not a recognised bunkering port, the party taking over bunkers from the other shall pay the net unit price of the Vessel's last main bunkering.	173		
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10. Hire	182		
The Charterers shall pay hire at the rate stated in Box 24 from the time the Vessel is delivered to the Charterers until her redelivery to the Owners.	183		
Payment of hire shall be made in cash in full and without discount, per calendar month in advance, in the manner described in Box 25. If hire or any instalment thereof is not paid as aforesaid, the Charterers shall pay interest at the rate of 0.1 per cent. per day on the amount outstanding from and including the due date until the date of payment.	184		
In default of punctual and regular payment as herein specified, the Owners may require the Charterers to make payment of the amount due within 96 hours of receipt of notification from the Owners; failing which the Owners will have the right to withdraw the Vessel without prejudice to any claim the Owners may have against the Charterers under this Charter Party. Further, so long as the hire remains unpaid the Owners shall be entitled to suspend the performance of any and all of their obligations hereunder and shall have no responsibility whatsoever for any consequences thereof in respect of which the Charterers hereby indemnify the Owners and hire shall continue to accrue and any extra expenses resulting from such suspension shall be for the Charterers' account.	185		
Should the Vessel be on her voyage towards the port of redelivery at the time a payment of hire becomes due, said payment shall be made for such length of time as the Owners or their Agents and the Charterers or their Agents may agree upon as the estimated time necessary to complete the voyage less disbursements arranged by the Charterers for the Owners' account, and when the Vessel is redelivered to the Owners any difference shall be refunded to or paid by the Charterers as the case may require, but not later than three months after the redelivery of the Vessel.	186		
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11. Slow Speed - Steaming	209		
The Charterers shall be entitled from time to time to instruct the Vessel to proceed at reduced speed for economic or other reasons subject to prior consultation with the Owners concerning the peculiar characteristics of the Vessel and its machinery in this respect.	210		
The Charterers shall indemnify the Owners and hold them harmless against all consequences or liabilities towards third parties resulting from such instructions.	211		
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12. Port of Redelivery/Time of Redelivery	217		
The Vessel, on the expiry of the Charter Party, shall be redelivered at a safe and ice-free port or place as stated in Box 19, in the Charterers' option, always provided the Vessel can freely and safely depart therefrom.	218		
Notice of redelivery shall be given in accordance with Box 20.	219		
The Charterers undertake to arrange the Vessel's trading so as to permit redelivery within the period and area stipulated in Part I, Boxes 15 and 19, respectively. Should, however, the Vessel be sent on a final voyage reasonably calculated to allow redelivery within such period at a port of redelivery as provided by this Charter Party, and the voyage is prolonged for reasons outside the Charterers' control, and which they could not reasonably have foreseen or guarded against, the Charterers shall have the use of the Vessel at the rate and on the conditions of this Charter Party for such extended time as may be required for completion of said voyage and redelivery as aforesaid. For the purpose of this Clause, "final voyage" shall be taken to include the ballast trip to the loading port.	220		
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13. Vessel's Condition on Redelivery	233		
(a) <i>Condition of Vessel</i>	234		
The Vessel shall be redelivered on the expiry of the Charter Party in the same good order and condition as when delivered to the Charterers, fair wear and tear excepted.	235		
(b) <i>Status of Cargo Tanks</i>	236		
On redelivery of the Vessel, the cargo tanks shall be in the condition as stated in Box 11.	237		
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14. Cargo Temperature	241		
Always subject to the technical characteristics set out in the TECHNICAL FORM annexed to this Charter Party, the Owners warrant that the Vessel is capable of heating the cargo up to the maximum temperature stated in Box 12.	242		
The Charterers hereby agree to indemnify the Owners in full against all claims for loss of or damage to the cargo resulting from Owners complying with the Charterers' heating instructions.	243		
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15. Employment and Indemnity - Bills of Lading	249		
The Master shall be under the orders and direction of the Charterers as regards employment of the Vessel, agency or other arrangements. Bills of Lading are to be signed at any rate of freight which the Charterers or their Agents may direct without prejudice to this Charter Party. The Charterers shall indemnify the Owners against all consequences or liabilities that may arise from the Master, the Charterers or their Agents signing Bills of Lading or other documents or from the Master otherwise complying with the orders of the Charterers or their Agents as well as from any irregularities in papers supplied by the Charterers or their Agents.	250		
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16. Duties of Master and Crew	259		
(a) The Master shall prosecute all voyages with the utmost despatch unless ordered otherwise and shall render all reasonable assistance with the Vessel's Officers and Crew who shall, if so required by the Charterers, and so far as allowed, connect and disconnect electric cables, fuel, cargo and water lines and hoses when placed on board the Vessel.	260		
(b) <i>Cleaning of Tanks</i>	261		
Always subject to the technical characteristics of the cleaning equipment available on board as set out in the TECHNICAL FORM annexed to this Charter Party and always subject to the number of crew members available for this purpose, upon completion of discharge of each cargo, the crew shall render customary assistance in cleaning all cargo tanks in preparation for the next cargo, if required by the Charterers and if not prevented by any re-	262		
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PART II
"BIMCHEMTIME" Charter Party

gulations or agreement whatsoever. Such cleaning work may be performed while the Vessel is en route to next loading port, provided that this can be safely done and that the duration of voyage is sufficient. The Owners will endeavour to effect such cleaning best possible, but without any guarantee that the cargo tanks will be sufficiently cleaned and accepted on arrival at the loading port and the Owners shall not be responsible for any consequences arising from the fact that the crew has been employed in cleaning.	272 273 274 275 276 277 278 279
All time used and all costs incurred in connection with the cleaning of tanks shall be for the Charterers' account.	280 281
(c) The lump sum as specified in Box 24 per calendar month or pro rata for part of a month shall be paid by the Charterers covering overtime and victualling, this amount to be paid simultaneously with hire.	282 283 284
(d) The Master shall be furnished by the Charterers in good time with all requisite instructions and sailing directions and shall keep full and correct deck and engine room logs of the voyages and of all cargo handling, gas freeing and cargo changing operations which shall be open to inspection by the Charterers or their Agents. Abstracts of such logs shall, if so required by the Charterers, be forwarded to them at regular intervals.	285 286 287 288 289 290
(e) If the Charterers have reason to be dissatisfied with the conduct of the Master, Officers or Engineers, the Owners, on receiving particulars of the complaint, promptly to investigate the matter and, if necessary and practicable, to make a change in the appointments.	291 292 293 294
17. Off-Hire	295
In the event of loss of time:	296
(a) due to deficiency of personnel or stores, repairs, breakdown (whether partial or otherwise) of hull, machinery, boilers and cargo installation of the Vessel, collision or stranding or accident or damage to the Vessel or any other cause preventing the efficient working of the Vessel; or	297 298 299 300
(b) due to strikes, refusal to sail, breach of orders or neglect of duty on the part of the Master, Officers or Crew; or	301 302
(c) for the purposes of obtaining medical advice or treatment for or landing any sick, injured or dead person (other than a person carried at the Charterers' request or for their benefit or purpose),	303 304 305
no hire shall be due or payable in respect of any time lost during which the Vessel is unable to perform the service immediately required of her.	306 307
In the event of the Vessel deviating (which expression includes putting back, or putting into any port or place other than that to which she is bound under the instructions of the Charterers) for any cause or purpose previously mentioned in this Clause, hire shall cease to be payable from the commencement of such deviation until the time when the Vessel is again ready to resume her service from a position not less favourable to the Charterers than that at which the deviation commenced, provided always that due allowance shall be given for any distance made good towards the Vessel's destination and any bunkers saved. However, should the Vessel be driven into port or anchorage by stress of weather the Vessel shall remain on hire and all costs thereby incurred shall be for the Charterers' account.	308 309 310 311 312 313 314 315 316 317 318
In the event of detention of the Vessel by any authority in consequence of legal action against the Owners (unless brought about by the act or neglect of the Charterers), whereby the Vessel is rendered unavailable for the Charterers' service, the Vessel shall be off-hire until the service can be resumed.	319 320 321 322
Any time during which the Vessel is off-hire under the terms of this Charter Party shall count as part of the period provided for in Clause 1 of this Charter Party.	323 324 325
18. Loss of Vessel	326
Should the Vessel be lost, or become a constructive total loss, hire shall cease at noon on the day of her loss or constructive total loss, and if missing, from noon on the date when last heard of, and any hire paid in advance and not earned shall be returned to the Charterers. If the Vessel is missing at the time when hire becomes payable, payment shall be suspended until the Vessel is reported safe.	327 328 329 330 331 332
19. Requisition	333
If the Vessel is requisitioned for use it shall be deemed off-hire during the period of requisition and any hire paid in respect of such requisition period shall be for the Owners' benefit. Any period during which the Vessel is requisitioned shall count as part of the period provided for in Clause 1 of this Charter Party.	334 335 336 337 338
20. Drydocking	339
(a) It is agreed that, within the period stipulated in Box 26 since the Vessel was last drydocked, and at the expiry there after of similar periods of use under this Charter Party, the Charterers shall, upon receiving 3 months notice from the Owners, offer to place the Vessel at the Owners' disposal free of cargo and gas-free for the purpose of drydocking at a port having accommodation suitable and available for the purpose, and the Owners shall then at their expense put the Vessel into drydock for cleaning, painting, survey, routine repairs and maintenance.	340 341 342 343 344 345 346 347
(b) At the last discharge prior to drydocking (or upon completion of discharge if the Vessel discharges at the drydocking port), the Charterers shall arrange the best possible discharge from cargo tanks, lines and pumps.	348 349 350
(c) Time lost and expenses incurred in making tanks free of gas for the purpose of drydocking shall be for account of the Charterers provided the Owners shall have exercised due diligence to make the tanks free of gas before the arrival of the Vessel at the drydocking port or as soon as practicable thereafter. The Vessel shall be off-hire from the time of arrival at or off the drydocking port, or from arrival at the drydocking yard if the Vessel is loading, discharging or bunkering at that port, but provided due diligence is exercised as aforesaid any time lost thereafter in gas-freeing for the purpose aforesaid shall be excluded from the off-hire period and shall count as time on hire. The Vessel shall remain off-hire until she is again in every way ready to resume the Charterers' service at the position at which the off-hire period commenced, or at a position not less favourable to the Charterers. The Owners shall be entitled to demand that drydocking shall take place at a port in the Owners' option instead of at the port named by the Charterers. In such case, the above provisions shall apply, but the Owners shall bear any additional expenses and loss of time caused thereby.	351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366
21. Overhaul and Maintenance	367
Notwithstanding the provisions of Clause 17 hereof, loss of time due to any of the reasons specified therein or to cleaning of boilers and/or opening up of pistons and/or overhauling of machinery and/or cargo installation shall be allowed on hire between the commencement of the charter period and the first periodical drydocking as provided for in Clause 20 hereof and thereafter between each consecutive periodical drydocking up to a total calculated at the rate of 96 hours per year (unless otherwise stated in Box 27) and pro rata for part of a year from the commencement of the charter period, it being understood that the Owners shall be entitled to offset any unused portion of such allowance against off-hire time in drydock under this Charter Party. However, the Owners shall, if practicable, endeavour to carry out such work during periods when the Vessel is otherwise idle.	368 369 370 371 372 373 374 375 376 377 378 379
22. Compliance with Regulations	380
(a) The Owners warrant that at the date of this Charter Party the Vessel is in possession of appropriate Certificates or Letters of Compliance issued by the various regulatory bodies named in Box 28, certifying the Vessel's compliance with the relevant requirements of such bodies. However, notwithstanding the above, in the event that the Vessel's trading pattern prior to delivery prevents the renewal of any such Certificate or Letter of Compliance, the Owners shall not be deemed to be in breach of this Charter Party but the Vessel shall be off-hire for any loss of time incurred in renewing such Certificate or Letter of Compliance.	381 382 383 384 385 386 387 388 389
(b) The Owners further warrant that the Vessel shall continue to comply with the requirements of the various regulatory bodies named in Box 28 throughout the period of this Charter Party so far as it is practically possible, and provided such continued compliance shall not entail major structural alteration or addition to the Vessel, but any loss of time in renewing any such Certificate or Letter of Compliance which has once been valid during the period of this Charter Party shall be for the Charterers' account unless resulting from the fault or neglect of the Owners or their servants or from failure of the Vessel to comply.	390 391 392 393 394 395 396 397 398
* Sub-clause (c) is optional and shall only apply if expressly stated in Box 28.	399
* (c) In the event that such continued compliance shall entail major structural alteration or addition to the Vessel, the Charterers shall have the right to put such work in hand at the earliest convenient opportunity with all costs for the Charterers' account. All the time taken in respect hereof shall count as time on hire and shall form part of the charter period. Should the Charterers elect not to comply with the provisions of Lines 401 to 403 of sub-clause (c) of this clause, the Owners shall have the right to put such work in hand at the earliest convenient opportunity with all costs for the Owners' account. All the time taken in respect hereof shall not count as time on hire and shall not form part of the charter period.	400 401 402 403 404 405 406 407 408 409

PART II
"BIMCHEMETIME" Charter Party

on any service which will bring the Vessel within a zone which is dangerous as a result of any actual or threatened act of war, war, hostilities, warlike operations, acts of piracy or of hostility or malicious damage against this or any other vessel or its cargo by any person, body or State whatsoever, revolution, civil war, civil commotion or the operation of international law, nor be exposed in any way to any risks or penalties whatsoever consequent upon the imposition of Sanctions, nor carry any goods that may in any way expose her to any risks of seizure, capture, penalties or any other interference of any kind whatsoever by the belligerent or fighting powers or parties or by any Government or Rulers.	539 540 541 542 543 544 545 546 547 548
(b) Should the Vessel approach or be brought or ordered within such zone, or be exposed in any way to the said risks,	549 550
(i) the Owners shall maintain at their own cost basic war risk insurance, if any, for trading to areas which are not subject to any extra or increased insurance premium but notwithstanding the provisions of Clause 7 of this Charter Party, any increase in the basic war risk insurance after the date of this Charter Party shall be for the Charterers' account.	551 552 553 554 555
If the Vessel is ordered to areas which are excluded in the Owners' basic war risk insurance for the Vessel or where extra or additional war risk insurance premiums are payable, the Owners shall be entitled to take out additional war risk insurance as well as "blocking and trapping" cover and "loss of hire" cover. The costs of all such extra and/or additional insurances shall be for the Charterers' account.	556 557 558 559 560 561
For the purpose of assessing the premiums for such extra or additional war risk insurance as well as "blocking and trapping" cover, the value of the Vessel shall be the amount stated in Box 29. For the purpose of assessing the premiums for "loss of hire" cover, the rate of charter hire stated in Box 24 shall apply.	562 563 564 565 566
(ii) Notwithstanding the terms of Clause 17 hire shall be payable for all time lost including any loss owing to loss or injury to the Master, Officers or Crew or to refusal by the Master, Officers or Crew to proceed to such zone or to be exposed to such risks.	567 568 569 570
(c) In the event of the wages of the Master and/or Officers and/or Crew and/or the cost of provisions and/or stores for deck and/or engine room and/or insurance being increased by reason of or during the existence of any of the matters mentioned in Section (a) the amount of any increase shall be added to the hire and paid by the Charterers on production of the Owners' account therefor, such account being rendered monthly.	571 572 573 574 575 576
Furthermore, notwithstanding any other provision of this Charter Party, any war bonus payable to Master and/or Officers and/or Crew shall be for the Charterers' account.	577 578 579
(d) The Vessel shall have liberty to comply with any orders or directions as to departure, arrival, routes, ports of call, stoppages, destination, delivery or in any other way whatsoever given by the Government of the nation under whose flag the Vessel sails or any other Government or any person (or body) acting or purporting to act with the authority of such Government or by any committee or person having under the terms of the war risks insurance on the Vessel the right to give any such orders or directions.	580 581 582 583 584 585 586
(e) In the event of the outbreak of war (whether there be a declaration of war or not) between any of the countries mentioned in Box 29 or in the event of the nation under whose flag the Vessel sails becoming involved in war (whether there be a declaration of war or not) either the Owners or the Charterers may terminate this Charter Party, whereupon the Charterers shall redeliver the Vessel to the Owners in accordance with Part I if it has cargo on board after discharge thereof at destination or if debarred under this Clause from reaching or entering it at a near, open and safe port or place as directed by the Owners, or if the Vessel has no cargo on board, at the port or place at which it then is or if at sea at a near, open and safe port or place as directed by the Owners. In all cases hire shall continue to be paid in accordance with Part I, Boxes 24 and 25, and, except as aforesaid, all other provisions of this Charter Party shall apply until redelivery.	587 588 589 590 591 592 593 594 595 596 597 598 599
(f) If in compliance with the provisions of this Clause anything is done or is not done, such shall not be deemed to be a deviation.	600 601
The Charterers shall procure that all Bills of Lading issued under this Charter Party shall contain the stipulations contained in Sections (a), (d) and (f) in this Clause.	602 603 604
33. Ice Clause	605
The Vessel shall not be ordered to nor be bound to enter any ice-bound port or place or any port or place where lights, lightships, marks and buoys are or are likely to be withdrawn by reason of ice on the Vessel's arrival or where there is risk that the Vessel will not be able on account of ice to reach the port or place or to depart there from after completing loading or discharging.	606 607 608 609 610
If on account of ice the Master considers it dangerous to remain at the load-	611
ing or discharging port or place for fear of the Vessel being frozen in and/or damaged, he shall have liberty to sail to a convenient open port or place and await the Charterers' fresh instructions.	612 613 614
Any time lost through any of the foregoing causes or on account of the Vessel being frozen in shall be for the Charterers' account.	615 616
The Vessel shall not be obliged to force ice, nor to follow ice-breakers.	617
34. General Average and New Jason Clause	618
General Average shall be adjusted and settled in London unless otherwise agreed in Box 30, according to York/Antwerp Rules, 1974. Hire shall not contribute to General Average. Should adjustment be made in accordance with the law and practice of the United States of America, the following provision shall apply:	619 620 621 622 623
"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.	624 625 626 627 628 629 630 631
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 deem 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".	632 633 634 635 636 637
The Charterers shall procure that all Bills of Lading issued under this Charter Party shall contain a provision in the foregoing terms and shall also contain a provision to the effect that General Average shall be adjusted according to York/Antwerp Rules, 1974.	638 639 640 641
35. Liability	642
Any provisions of this Charter Party to the contrary notwithstanding, the Owners shall have the benefit of all limitations of, and exemptions from, liability accorded to the Owners or Chartered Owners of vessels by any applicable statute or rule of law for the time being in force, and the same benefits to apply regardless of the form of signatures given to this Contract.	643 644 645 646 647
36. Both-to-Blame Collision Clause	648
The Charterers shall procure that all Bills of Lading issued under this Charter Party shall include the following clause:	649 650
"If the Vessel comes into collision with another ship as a result of the negligence of the other ship and any act, neglect or default of the Master, Mariner, Pilot or the servants of the Carrier in the navigation or in the management of the Vessel, the owners of the cargo carried hereunder will indemnify the Carrier against all loss or liability to the other or non-carrying ship or her owners in so far as such loss or liability represents loss of, or damage to, or any claim whatsoever of the owners of said cargo, paid or payable by the other or non-carrying ship or her owners to the owners of said cargo and set-off, recouped or recovered by the other or non-carrying ship or her owners as part of their claim against the carrying Vessel or Carrier. The foregoing provisions shall also apply where the owners, operators or those in charge of any ship or ships or objects other than, or in addition to, the colliding ships or objects are at fault in respect of a collision or contact".	651 652 653 654 655 656 657 658 659 660 661 662 663
37. General Paramount Clause	664
The Charterers shall procure that all Bills of Lading issued under this Charter Party shall include the following clause:	665 666
"The Hague Rules contained in the International Convention for the Unification of certain rules relating to Bills of Lading, dated Brussels the 25th August 1924 as enacted in the country of shipment shall apply to this contract. When no such enactment is in force in the country of shipment, the corresponding legislation of the country of destination shall apply, but in respect of shipments to which no such enactments are compulsorily applicable, the terms of the said Convention shall apply.	667 668 669 670 671 672 673
In trades where the International Brussels Convention 1924 as amended by the Protocol signed at Brussels on February 23rd 1968 - The Hague-Visby Rules - apply compulsorily, the provisions of the respective legislation shall be considered incorporated in this Bill of Lading.	674 675 676 677
The Carrier makes all reservations possible under such applicable legisla-	678

PART II
"BIMCHEMETIME" Charter Party

tion, relating to the period before loading and after discharging and while 679
the goods are in the charge of another Carrier, and to deck cargo and live 680
animals". 681

38. Demise 682
Nothing herein contained shall be construed as creating a demise of the 683
Vessel to the Charterers. 684

39. Financial Responsibility for Pollution 685
The Owners by production of a Certificate of Insurance or otherwise shall 686
satisfy the requirements of: 687
(a) Section 311 (p) of the United States Federal Water Pollution Control Act, 688
as amended through 1978 (Title 33 U.S. Code, Section 1321(p)), and 689
(b) Article VII of the International Convention on Civil Liability for Oil Pollution 690
Damage, 1969, as far as applicable. 691
Save as aforesaid Owners shall not be required by Charterers to establish 692
or maintain financial security or responsibility in respect of oil or other pol- 693
lution damage to enable the Vessel lawfully to enter, remain in or leave any 694
port, place, territorial or contiguous waters of any country, state or territory 695
in performance of this Charter Party. 696

40. Sublet 697
The Charterers shall have the right of subletting the Vessel, giving advice to 698
the Owners, but the Charterers shall always remain responsible to the Own- 699
ers for due fulfilment of the Charter Party. 700

41. Owners P. & I. Club Clause 701
The Owners warrant that throughout the period of this Charter Party the Ves- 702
sel shall be entered with a Protection & Indemnity Club for liabilities of the 703
Owners and the Vessel. 704

42. Law 705
Unless otherwise provided in Box 31, this Charter Party shall be governed by 706
English law. 707

43. Arbitration 708
Any dispute or difference arising out of this Charter Party shall be referred to 709
arbitration in London (unless otherwise specified in Box 32) to the arbitra- 710
ment of three persons, one to be appointed by each of the parties hereto 711
and the third by the two so appointed. Their decision, or that of any two of 712
them, shall be final and binding upon the parties, and for the purpose of en- 713
forcing any award this agreement and any such award may be made a rule 714
or order or judgment of the Court without the merits of the dispute or differ- 715
ence being re-opened. 716