Codename: "Multiform 1982" (Revised 1986)

This Charter Party is not designed for use in the Container trade.



The Shipbroking Organisations of Austria, Brazil, Denmark, Finland, France, Federal Republic of Germany, Greece, Ireland, Italy, Malta, Morocco, Netherlands, Norway, Portugal, Singapore, South Africa, Spain, Sweden, United Kingdom, U.S.A., Uruguay and Yugoslavia, have approved this document.

# The Federation of National Associations of Ship Brokers and Agents

## F O N A S B A

## MULTI-PURPOSE CHARTER PARTY 1982

		Place19
	1.	iT IS THIS DAY MUTUALLY AGREED between
		the Owners/disponent Owners, hereinafter called the Owners, of the vessel.
		(as described hereunder), now
		and expected ready to load under this Charter Party about
		and
		of, the Charterers.
17-		
ssel's scription		The Owners describe the vessel as: Built 19 Flag
		Callsign
		Number of decks
		Type of hatch covers in main and tweendecks (and sizes if required)
		Cubic feet grain/bale in main holds and tweendecks
		Cubic feet grain/bale in main notos and tweendecks
		Cubic feet grain/bale in other compartments available for cargo
	,	Cubic feet grain/bale in other compartments available for cargo
		Engines placed Bridge placed Length overall Extreme breadth
		Type, number and capacity of cargo lifting gear
		metric/long tons S.W.L.
ding Place	2.	That the said vessel, being tight, staunch and strong and in every way fit for the voyage, shall with all convenient speed proceed to
Cargo		
		as ordered by Charterers, or so near thereto as she may safely get and there load at one or two safe berths, as ordered by Charterers,
		always afloat, a full and complete/part cargo of minimum
		tons of 1000 kilos, quantity in the
		Master's option, of
d 6		
rders for oading Port(s)		The loading port(s) shall be declared by Charterers not later than
otation 		If the vessel loads at more than one port, the rotation shall be
ischarging ace	3.	Being so loaded, the vessel shall proceed to
		,
		as ordered by Charterers, or so near thereto as she may safely get and there deliver the cargo at one or two safe berths, as ordered by
		Charterers, always afloat. Owners guarantee the vessel's deepest draft in saltwater on arrival at first or sole discharging port shall no
		exceed
lers for charging Port(		The discharging port(s) shall be declared by Charterers not later than
inarging r or c	.(5)	
ation		If the vessel discharges at more than one port, the rotation shall be
		Laytime for loading shall not commence before 0800 hours on
ancelling		of readiness not be given before 1700 hours on
		If, prior to tendering notice under this Charter Party, the vessel's cancelling date has already passed or, which ever first occurs, the
		vessel has begun her approach voyage and in the ordinary course of events would be unable to tender notice before the cancelling
		date, the Owners, having given a revised expected readiness to load date, may require the Charterers to declare whether they elect to

to cancel, the cancelling date shall be extended by three running days, Sundays (or their equivalents) and holidays excluded, from the vessel's revised expected readiness to load date. This provision shall be without prejudice to any claim the Charterers may have as to Owners' possible misrepresentation of the vessel's expected readiness date and/or laydays/cancelling dates contained herein. Freight 5. The freight is to be paid at the rate of.....per ton of 1000 kilos on gross Bill of Lading weight and is to be paid in the following manner:-The freight shall be deemed earned as cargo is loaded on board and shall be discountless and non-returnable, vessel and/or cargo lost or not lost. Cost of Loading 6. The cargo shall be loaded, stowed/trimmed and discharged, to the Master's satisfaction in respect of seaworthiness, free of expense to and Discharging Stevedores Stevedores at loading and discharging ports are to be appointed and paid by Charterers. The stevedores shall be deemed to be the servants of the Owners and shall work under the supervision of the Master. Notice of 7. Notification of the vessel's readiness to load/discharge at the first or sole loading/discharging port shall be delivered in writing at the Readiness/Time office of the Shippers/Receivers or their agents between 0900 hours and 1700 hours on any day except Sunday (or its local equivalent) Counting and holidays, and between 0900 hours and 1200 hours on Saturday (or its local equivalent). Such notice of readiness shall be delivered when the vessel is in the loading/discharging berth and is in all respects ready to load/discharge. However, if the loading/discharging berth is unavailable, the Master may give notice of readiness on the vessel's arrival within the port or at a customary waiting place outside the port limits, whether or not in free pratique and whether or not cleared by Customs. At the first or sole loading/discharging port laytime shall commence at 1300 hours if notice of readiness is given before noon and at 0800 hours on the next working day that is not excepted from laytime, if notice is given after noon, unless sooner commenced, in which case only time actually used shall count against laytime. At any other loading/discharging port laytime shall commence on vessel's arrival as above. However time shifting from the waiting place(s) to the loading/discharging berth shall not count even if the vessel is already on demurrage. If the vessel is found not to be ready to load or discharge, the time taken to make the vessel ready is not to count as laytime or time on demurrage and all expenses to make the vessel ready shall be for Owners' account. Provided Charterers consent to loading before lay days (as shown in Line 45) commences, any such time actually used shall count against Rate of Loading 8. The cargo shall be:— (a) loaded and stowed/trimmed at the average rate of......tons of 1000 kilos and discharged at the and Discharging .....tons of 1000 kilos, both per working day of 24 consecutive hours, weather permitting, Sundays and (or their local equivalents) and Holidays excepted unless used when only time actually used shall count. **Excepted Time** OR (b) loaded, stowed/trimmed and discharged within.....working days of 24 consecutive hours, weather permitting, Sundays (or their local equivalents) and Holidays excepted, unless used when only time actually used shall count. Demurrage and 9. If the vessel is longer detained in loading/discharging, demurrage is to be paid by Charterers to Owners at the rate of...... Despatch .....per day or pro rata. For laytime saved in loading/discharging, Owners are to pay Charterers despatch money at the rate of half the demurrage rate per day or pro rata. Notices 10. (a) The Owners shall give......days' approximate and.......days' definite notice of the vessel's readiness to load date and shall confirm her ETA at the first loading port 48 and 24 hours in advance, to..... giving the sailing time, the quantity of cargo loaded and the vessel's ETA at first or sole discharging port and shall thereafter radio hours' and hours' notice of her ETA to. Opening and 11. At each loading and discharging port, provided local regulations permit, the first opening and last closing of hatches including removal Closing of and replacing of beams, if any, shall be effected by the vessel's crew at Owners' expense. If local regulations do not so permit, then Hatches these operations shall be effected by shore labour at Charterers' expense. In either event, time so used shall not count as laytime. Any other such operations shall be effected by shore labour at Charterers' expense and time so used shall count as laytime. Gear and 12. The vessel shall give, free of expense to Charterers, full use of vessel's lighting on deck and in the cargo compartments, also full and Lights free use of her tackle, derricks and winches and/or cranes, with the necessary power to work all gear simultaneously at all times, as may be required by Charterers. Shore winchmen/crane drivers shall be for Charterers' account. The vessel's cargo gear and runners shall be in good working order, the vessel having a valid gear certificate on board. Owners warrant that the vessel's gear complies with Clause 1. In the event of a breakdown of a winch or winches or crane(s), not caused by Charterers, their Agents or contractors, the period of delay thereby caused to the vessel is not to count as laytime or time on demurrage and the cost of any stevedore stand-by time and all other expenses thereby directly incurred shall be for Owners' account. Separations 13. Any separations required by Charterers between parcels within the vessel's compartments shall be at their risk and expense and to the Master's satisfaction Grab 14. The vessel is to be suitable for grab discharge. No cargo shall be loaded in any cargo compartments not readily accessible for grab Discharge discharge. However, should any cargo be loaded in any inaccessible spaces, all extra expenses so incurred shall be for Owners' account and any time lost to the vessel shall not count as laytime or time on demurrage. Stevedore 15. Stevedore damage to the vessel shall be for Charterers' account, subject to the following conditions:— Damage At the time of the occurrence the Master is to notify the Charterers by telecommunication the details of the stevedore damage in the case of damage discoverable by the exercise of due diligence and otherwise on discovery thereof, but in no case later than completion of discharge of the cargo, failing which any claim shall be deemed to be waived. Furthermore, immediately visible damage occurs the Master shall place the stevedores on notice in writing holding them responsible, and endeavour to obtain their acknowledgement of liability therefor. Stevedore damage affecting the seaworthiness of the vessel shall be repaired by the Charterers at their expense in the port where the damage occurs and they are to compensate Owners at the demurrage rate for any time so used, over and above that required for cargo handling purposes. Damage not affecting vessel's seaworthiness shall be for Charterers' account when actually repaired, but no compensation is to be paid

to Owners for any time so used.

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#### **Packaged** 16. Tallying, if ordered by Owners, shall be arranged and paid for by the Owners. If tallying is ordered by any other party, it shall be paid 124 Cargo for by Charterers. 125 **Tallying** If cargo in units/packages is loaded, the vessel shall be fully net or wooden cargo batten fitted. Any missing battens shall be replaced 126 by any suitable material to protect the cargo from the ship's steel plating at Owners' expense and in their time. Any other dunnage 127 Cargo Battens required shall be provided, laid and paid for by Charterers. 128 Overtime 17. All overtime expenses at loading and discharging port(s) shall be for account of the party ordering same. If overtime is ordered by 129 port authorities or the party controlling the loading and/or discharging terminal or facility, all such expenses shall be for Charterers' 130 131 account. Overtime expenses for the vessel's officers and crew shall always be for Owners' account. 132 Seaworthy 18. If ordered to load or discharge at two berths and/or ports, the vessel is to be left in seaworthy trim to the Master's satisfaction for the 133 Trim passage between such berths and/or ports at Charterers' expense. Time used for placing the vessel in seaworthy trim shall count as 134 laytime or time on demurrage. 135 Shifting 19. If two loading/discharging berths are used, the cost of shifting between berths shall be for Charterers' account and time so used shall 136 count. 137 20. Any dues and/or wharfage and/or taxes on the vessel shall be for Owners' account and any on the cargo shall be for Charterers' account Dues and 138 Taxes Any other Taxes 140 Agents 21. Owners shall appoint their own agents at loading port(s) and their own agents at discharging port(s). 141 Bills of 22. The Master shall sign Bills of Lading as presented (but in accordance with Mate's receipts) without prejudice to the terms, conditions 142 Lading and exceptions of this Charter Party. Should it be impracticable for the Master to sign Bills of Lading, he may authorise in writing the 143 port agents to sign them on his behalf in accordance with Mate's receipts. See also Clause 34. 144 23. Provided the vessel has complied with the draft provision in Clause 3, any lightening necessary at port(s) of discharge to enable the Lightening 145 vessel to reach her discharging berth(s) shall be at Charterers' risk and expense, time counting as laytime or time on demurrage but time 146 shifting from the place of lightening to the discharging berth(s) is not to count. 147 Lien and 24. The Owners shall have a lien on the cargo for freight, deadfreight, demurrage and average contributions due to them under this Charter 148 Cesser Party. Charterers' liability under this Charter Party shall cease on the cargo being shipped except for payment of freight, deadfreight 149 and demurrage and except for all other matters provided for in this Charter Party where the Charterers' responsibility is specified. Deviation 25. Any deviation in saving or attempting to save life and/or property at sea shall not be deemed to be an infringement or breach of this 151 Charter Party and the Owners shall not be liable for any loss or damage resulting therefrom. 152 Should the vessel put into unscheduled port(s) whilst on the voyage, the Owners are to inform Charterers and agents at discharging 153 port(s) thereof immediately. 154 General 26. General Average shall be settled according to the York/Antwerp Rules 1974 and shall be adjusted in.... 155 Average and paid in..... 156 New Jason Where the adjustment is made in accordance with the law and practice of the United States of America, the following clause shall apply: 157 Clause "In the event of accident, danger, damage or disaster before or after the commencement of the voyage, resulting from any cause 158 whatsoever, whether due to negligence or not, for which, or for the consequences of which, the carrier is not responsible, by Statute, 159 contract or otherwise, the goods, shippers, consignees or owners of the goods shall contribute with the carrier in general average to the 160 payment of any sacrifices, losses, or expenses of a general average nature that may be made or incurred and shall pay salvage and special 161 charges incurred in respect of the goods. 162 If a salving vessel is owned or operated by the carrier, salvage shall be paid for as fully as if the said salving vessel or vessels belonged 163 to strangers. Such deposit as the carrier or his agents may deem sufficient to cover the estimated contribution of the goods and any 164 salvage and special charges thereon shall, if required, be made by the goods, shippers, consignees, or owners of the goods to the carrier 165 before delivery. 166 The Charterers shall procure that all Bills of Lading issued under this Charter Party shall contain this clause. 167 Strikes 27. Neither Charterers nor Owners shall be responsible for the consequences of any strikes or lock-outs preventing or delaying the fulfilment 168 of any obligations under this contract. If there is a strike or lock-out affecting the loading of the cargo, or any part of it, when the 169 vessel is ready to proceed from her last port or at any time during the voyage to the port or ports of loading or after her arrival there, 170 the Master or Owners may ask Charterers to declare that they agree to reckon the laytime as if there were no strike or lock-out. 171 Unless Charterers have given such declaration in writing (by telecommunication, if necessary) within 24 hours, Owners shall have the 172 option of cancelling this contract. If part cargo has already been loaded, the vessel must proceed with same and the freight shall be 173 payable only on the quantity loaded, the Owners having the liberty to complete with other cargo on the way for their own account. 174 If there is a strike or lock-out affecting the discharge of the cargo on or after the vessel's arrival at or off port of discharge and same 175 has not been settled within 48 hours, Charterers shall have the option of keeping vessel waiting until such strike or lock-out is at an 176 end against paying half demurrage after expiration of the time provided for discharging or of ordering the vessel to a safe port where 177 she can safely discharge without risk of being detained by strike or lock-out. Such orders shall be given within 48 hours after Captain 178 or Owners have given notice to Charterers of the strike or lock-out affecting the discharge. On delivery of the cargo at the substituted 179 port, all conditions of this Charter Party and the Bill of Lading shall apply and the vessel shall receive the same freight as if she had 180 discharged at the original port of destination, except that if the distance of the substituted port exceeds 100 nautical miles the freight 181 on the cargo delivered at the substituted port shall be increased in proportion. 182 Exceptions 28. The vessel, her Master, the Owners and the Charterers shall not, unless otherwise expressly provided for in this Charter Party, be 183 responsible for loss of or damage or delay to or failure to supply, load, discharge or deliver the cargo arising or resulting from: 184 Act of God, act of war, act of public enemies, pirates or assailing thieves; arrest or restraints of princes, rulers or people; seizure under 185 legal process provided a bond is promptly furnished to release the vessel or cargo; floods; fires; blockades; riots; insurrections; Civil

No exceptions afforded the Charterers or Receivers under this clause shall relieve the Charterers or Receivers of or diminish their

29. Charterers have the privilege of reletting all or part of this Charter Party to others, subject to Owners' approval, which shall not be

obligations for payment of any sums due to the Owners under the provisions of this Charter Party.

unreasonably withheld, Charterers guaranteeing to the Owners the due fulfilment of this Charter Party.

Commotions; earthquakes; explosions.

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### Arhitration

Except where it is the general practice in the selected arbitral forum for such disputes to be arbitrated by a tripartite tribunal, one arbitrator is to be appointed by each of the parties, and in the case the arbitrators shall not agree, the issues in contention shall be submitted to an umpire selected by the two arbitrators. Otherwise, on the second or tripartite basis, one arbitrator is to be appointed by each of the parties, and a third by the two so chosen.

The decision of the arbitrators or umpire in the first case and that of the tripartite tribunal or a majority of it in the second case shall be binding on the parties, subject to the applicable law.

### Brokerage

on gross freight, deadfreight and demurrage is payable by Owners at the time of receiving freight, respectively demurrage, vessel lost or not lost.

## Protecting Clauses

32. The following clauses are fully incorporated in, and are to form part of, this Charter Party:

#### P. & I. Bunkering clause:

The vessel shall have the liberty as part of the contract voyage to proceed to any port or ports at which bunker fuel 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 bunkers in any quantity in the discretion of Owners even to the full capacity of fuel tanks and deep tanks and any other compartment in which fuel can be carried, whether such amount is or is not required for the chartered voyage.

## Both to Blame Collision clause:

If the liability for any collision in which the vessel is invoived 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:

"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 Carrier in the navigation or in the management of the vessel, the owners of the goods carried hereunder will indemnify the Carrier 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 damageto 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 carrier.

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."

The Charterers shall procure that all Bills of Lading issued under this Charter Party shall contain the same clause.

### Ice clause:

### Port of loading.

(a) In the event of the loading port being inaccessible by reason of ice when vessel is ready to proceed from her last port or at any time during the voyage or on vessel's arrival or in case frost sets in after vessel's arrival, the Captain for fear of being frozen in is at liberty to leave without cargo, and this Charter shall be null and void.

(b) If during loading the Captain, for fear of vessel being frozen in, deems it advisable to leave, he has liberty to do so with what cargo he has on board and to proceed to any other port or ports with option of completing cargo for Owners' benefit for any port or ports including port of discharge. Any part of cargo thus loaded under this Charter shall be forwarded to destination at vessel's expense but against payment of freight, provided that no extra expenses be thereby caused to the Receivers, freight being paid on quantity delivered (in proportion if lumpsum), all other conditions as per this Charter Party.

(c) In case of more than one loading port, and if one or more of the ports are closed by ice, the Captain or Owners shall be at liberty either to load the part cargo at the open port and fill up elsewhere for their own account as under section (b) or to declare the Charter null and void unless Charterers agree to load full cargo at the open port.

(d) This Ice Clause is not to apply in the Spring.

## Port of discharge.

(a) Should ice (except in the Spring) prevent vessel from reaching port of discharge Receivers shall have the option of keeping vessel waiting until the re-opening of navigation and paying demurrage, or of ordering the vessel to a safe and immediately accessible port where she can safely discharge without risk of detention by ice. Such orders shall be given within 48 hours after Captain or Owners have given notice to Charterers of the impossibility of reaching port of destination.

(b) If during discharging the Captain for fear of vessel being frozen in deems it advisable to leave, he has liberty to do so with what cargo he has on board and to proceed to the nearest accessible port where she can safely discharge.

(c) On delivery of the cargo at such port, all conditions of the Bill of Lading shall apply and vessel shall receive the same freight as if she had discharged at the original port of destination, except that if the distance of the substituted port exceeds 100 nautical miles, the freight on the cargo delivered at the substituted port shall be increased in proportion.

## War Risks clause:

(1) In these clauses "War Risks" shall include any blockade or any action which is announced as a blockade by any Government or by any belligerent or by any organized body, sabotage, piracy, and any actual or threatened war, hostilities, warlike operations, civil war, civil commotion, or revolution.

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

(3) The Master shall not be required to load cargo or to continue loading or to proceed on or to sign Bill(s) of Lading for any adventure on which or any port at which it appears that the Vessel, her Master and crew or her cargo will be subjected to war risks. In the event of the exercise by the Master of his right under this Clause after part or full cargo has been loaded, the Master shall be at liberty either to discharge such cargo at the loading port or to proceed therewith. In the latter case the Vessel shall have liberty to carry other cargo for Owners' benefit and accordingly to proceed to and load or discharge such other cargo at any other port or ports whatsoever, backwards or forwards, although in a contrary direction to or out of or beyond the ordinary route. In the event of the Master electing to proceed with part cargo under this Clause freight shall in any case be payable on the quantity delivered.

(4) If at the time the Master elects to proceed with part or full cargo under Clause 3, or after the Vessel has left the loading port, or the last of the loading ports, if more than one, it appears that further performance of the contract will subject the Vessel, her Master and crew or her, cargo, to war risks, the cargo shall be discharged, or if the discharge has been commenced shall be completed, at any safe port in vicinity of the port of discharge as may be ordered by the Charterers. If no such orders shall be received from the Charterers within 48 hours after the Owners have despatched a request by telegram to the Charterers for the nomination of a substitute discharging port, the Owners shall be at liberty to discharge the cargo at any safe port which they may in their discretion, decide on and such discharge shall be deemed to be due fulfilment of the contract of affreightment. In the event of cargo being discharged at any such other port, the Owners shall be entitled to freight as if the discharge had been effected at the port or ports named in the Bill(s) of Lading or to which the Vessel may have been ordered pursuant thereto.

(5) (a) The Vessel shall have liberty to comply with any directions or recommendations as to loading, departure, arrival, routes, ports of call, stoppages, destination, zones, waters, discharge, delivery or in any other wise whatsoever (including any direction or recommendation not to go to the port of destination or to delay proceeding thereto or to proceed to some other port) given by any Government or by any belligerent or by any organized body engaged in civil war, hostilities or warlike operations or by any person or body acting or belligerent or of any such organized body 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 direction or recommendation, anything is done or is not done, such shall not be deemed a deviation.

(b) If, by reason of or in compliance with any such directions or recommendations, the Vessel does not proceed to the port or ports named in the Bill(s) of Lading or to which she may have been ordered pursuant thereto, the Vessel may proceed to any port as directed or recommended or to any safe port which the Owners in their discretion may decide on and there discharge the cargo. Such discharge shall be deemed to be due fulfilment of the contract of affreightment and the Owners shall be entitled to freight as if discharge had been effected at the port or ports named in the Bill(s) of Lading or to which the Vessel may have been ordered pursuant thereto.

(6) All extra expenses (including insurance costs) involved in discharging cargo at the loading port or in reaching or discharging the cargo at any port as provided in Clauses 4 and 5 (b) hereof shall be paid by the Charterers and/or cargo owners, and the Owners shall have a lien on the cargo for all moneys due under these Clauses.

## Clause Paramount

33. The Hague Rules as Amended by the Brussels Protocol 1968 shall apply to this Charter Party and to any Bills of Lading issued hereunder. The Charterers shall procure that all Bills of Lading issued under this Charter Party shall contain a clause to include these rules.