

**PART II**

**"SLOTHIRE" Standard Slot Charter Party**

It is agreed on the date as indicated in Box 2 between the party named in Box 3 (hereinafter referred to as "the Owners") of the Vessel named in Box 5 and with the call sign as stated in Box 6, and the party named in Box 4 (hereinafter referred to as "the Charterers") as follows:

**Definitions**

In this Slot Charter Party, the following words shall have the meanings hereby assigned to them:

"TEU" means a Twenty Foot Equivalent Unit.

"Slot" means the space on board the Vessel necessary to accommodate one TEU.

"Container" means any Standard ISO Container.

"Goods" means the whole or any part of the cargo received from the Charterers and includes any Container not owned or hired by the Charterers.

"Sub-contractor" shall include direct and/or indirect sub-contractors and/or their respective servants and agents.

**1. Slot and Weight Allocation**

- (a) The Owners shall let and the Charterers shall hire the number of Slots as agreed in Box 7 for the carriage of Goods and Containers, of which the number of Containers as indicated in Box 9 may be connected to the Vessel's refrigerating machinery and/or power supply, provided that the total weight of said Goods and Containers does not exceed the weight shown in Box 8.
- (b) Slots shall be available to the Charterers on a voyage basis as specified in Box 15 and may be used by the Charterers for the carriage of Goods and Containers between all the specified ports.
- (c) The Owners shall have free use of any Slot or weight allocation unused by the Charterers on any voyage leg, provided that such Slot or weight allocation is available to the Charterers at the next port at which the Charterers are entitled to load.

**2. Period**

This Slot Charter Party shall commence on the date and at the place shown in Box 11 and shall terminate upon either party giving notice in writing as agreed in Box 12, which notice shall not be given before the date agreed in Box 13. Alternatively, the parties may agree that the termination of this Slot Charter Party shall be effected upon discharge at a port and on a scheduled date or within a scheduled period as agreed in Box 14.

**3. Trading Limits**

The Vessel shall be employed in lawful trades within the Institute Warranty Limits for the carriage of lawful merchandise.

**4. Permitted Cargoes**

Except as provided below, the Slots shall be used exclusively for the carriage of Goods properly packed and stowed in Containers complying with the International Convention for Safe Containers. The following items may only be shipped with the prior approval of the Owners (see also Clause 12):

- (a) Uncontainerised Goods
- (b) Containers of Non-Standard Sizes and Specifications
- (c) Live Animals
- (d) Hazardous Goods, provided also that such Goods are loaded, stowed, discharged and documented in accordance with IMO Regulations
- (e) Radioactive Materials provided that
  - (i) previous written full particulars of such Goods have been given to the Owners by or on behalf of the Charterers and;
  - (ii) all the relevant requirements and recommendations and the law in force in the port of loading and discharge and any intermediate scheduled port of call as well as the law of the country in which the Vessel is registered, have been complied with;
  - (iii) the carriage of such Goods is not excluded under the Owners' P&I cover.

**5. Slot Charter Hire**

Slot Charter Hire at the rate shown in Box 15 and an additional amount (per day) indicated in Box 16 for each Container receiving a supply of power from the Vessel, if any, shall be payable at the place indicated in Box 17 within the number of days shown in Box 18 after commencement of the voyage. Such Slot Charter Hire and additional amount, if any, shall be deemed earned upon the commencement of the voyage, irrespective of the number of Slots used, and shall be non-returnable in any event. Late payment shall entitle the Owners to an interest rate per annum as agreed in Box 19. If Box 19 has not been filled in, the official discount rate on bills of exchange as valid at the place of payment indicated in Box 17, increased by 3 per cent., shall apply.

6. Itinerary	74
(a) The schedule of the itinerary as specified in Box 10 shall be advised to the Charterers as early as possible together with prompt advice of any amendments thereto.	75
(b) The Owners shall be entitled to exercise the liberty to deviate as provided in the Hague-Visby Rules at any time without notice to the Charterers. However, if during the course of a voyage the Vessel should deviate in circumstances which are not permitted by a bill of lading or other contract of carriage covering Goods for which the Charterers have used a Slot, the Owners shall indemnify the Charterers for any liability thereby incurred, unless the Owners have given at least 48 hours prior notice to the Charterers of such intended deviation, in which case this indemnity shall not operate.	76
7. Opening Containers	87
The Owners shall be entitled at any time to open any Container or package and to inspect the contents. Any Container opened must be re-sealed and the Charterers advised accordingly.	88
8. Stowaways	91
Any costs incurred in respect of stowaways shall be for the Owners' account, unless it can be established that the means by which the stowaways gained access to the Vessel was by secreting away in the Charterers' Goods and/or Containers prior to loading, in which case all such costs shall be for the Charterers' account.	92
9. Drugs	97
In the event that contraband and/or unmanifested drugs or goods are found to have been shipped as part of the Charterers' Goods and/or in the Charterers' Containers on board the Vessel, any fines or imposts levied and legal and all other costs incurred, including but not limited to, loss of time for the Vessel shall be for the Charterers' account and the Charterers shall, on demand, provide the security required to enable the Vessel to sail. However, if it can be established that the presence of contraband and/or unmanifested drugs or goods was due solely to the act, neglect or default by the Owners, their servants, agents or Sub-contractors, such fines or imposts levied and legal and other costs incurred shall be for the Owners' account.	93
10. Repairs	108
The Owners shall have liberty to take the Vessel out of service for maintenance and repairs, with reasonable notice to the Charterers.	109
11. Owners' Obligations	111
(a) The Owners shall arrange for the loading onto, securing and discharging from the Vessel of the Charterers' Goods and Containers as agent for, and for the account of, the Charterers.	112
(b) If required by the Charterers, the Owners shall sign a receipt for the tally of Goods and Containers loaded on board the Vessel at each port of loading. In the absence of such receipt, both parties agree to accept terminal tallies as conclusive evidence of the tally of Goods and Containers loaded and discharged.	113
(c) During the voyage, the Master and Engineer shall keep full and correct logs and adequate records concerning the care and condition of the Goods and Containers and all such logs and records shall be accessible to the Charterers or their agents.	114
12. Charterers' Obligations	124
(a) The Charterers shall provide such information and/or documentation and comply with the Owners' procedures in relation to any Goods and Containers under this Slot Charter Party as the Owners may reasonably require and the Charterers warrant that such information and/or documentation shall be complete, accurate and in time for loading/discharging operations to be planned.	125
(b) The Charterers shall undertake that all Goods and Containers within the Charterers' allocation shall be delivered at the loading terminal at least 24 hours before the arrival of the Vessel.	126
13. Indemnity and Agency	134
(a) The Charterers undertake that no claim or allegation shall be made against the Owners or any servant, agent or Sub-contractor of the Owners by any person whomsoever, other than the Charterers, which imposes or attempts to impose upon the Owners or any such servant, agent or Sub-contractor or any Vessel owned by any of them, any liability whatsoever in connection with Goods and Containers, or their carriage, (even if such liability arises wholly or in part by reason of the act, neglect or default of the Owners or of such servant, agent or Sub-contractor), and in the event of any such claim or allegation nevertheless being made, the Charterers shall indemnify the Owners and such servant, agent or Sub-contractor against all consequences whatsoever thereof.	137
The Charterers further undertake that bills of lading issued for the	145

## PART II

### "SLOTHIRE" Standard Slot Charter Party

<p>Charterers' Goods and Containers carried under this Slot Charter Party shall contain:</p> <p>(i) <b>No</b> Identity of Carrier Clause which purports to establish a contractual relationship between the Owners and the cargo interests of the Charterers.</p> <p>(ii) A Clause Paramount applying the Hague or Hague-Visby Rules as enacted in the country of shipment.</p> <p>(iii) A Himalaya Clause or Circular Indemnity Clause giving the Owners the benefit of the bill of lading terms and conditions and/or protection from tortious claims by third parties.</p> <p>If, despite the provisions of (i) above, a contractual relationship between the Owners and the Charterers' cargo interests is construed, the Charterers shall indemnify the Owners against all consequences thereof.</p> <p>(b) The Charterers shall not make any claim or allegation against any servant, agent or Sub-contractor of the Owners which imposes or attempts to impose on any such servant, agent or Sub-contractor any liability whatsoever in connection with Goods and Containers, or their carriage, (even if such liability arises wholly or in part by reason of the act, neglect or default of the Owners or of such servant, agent or Sub-contractor), and, in the event of any such claim or allegation nevertheless being made, the provisions of sub-clause 13(a) shall apply as if such claim or allegation had been made by persons other than the Charterers.</p> <p>(c) Without prejudice to sub-clause 13(a) the Owners authorise and empower the Charterers to act as the Owners' agents and/or trustees to stipulate for the Owners to have as against other persons the benefit of any immunities, exemptions or liberties regarding the Goods and Containers, or their carriage, but the Charterers shall have no authority to make any contract imposing any obligations upon the Owners in connection with the Goods and Containers or their carriage.</p> <p>(d) Nothing in this Clause shall preclude any claim made by the owners of any property on board the Vessel for a General Average contribution in accordance with the York-Antwerp Rules 1974, as amended 1990, or any subsequent modification thereof.</p> <p>(e) If the Owners are not the actual owners of the Vessel, the provisions of sub-clauses 13(a), (b) and (c) shall also apply to the actual owners of the Vessel, their servants, agents and Sub-contractors in the same manner as they apply to the Owners, their servants, agents and Sub-contractors.</p>	<p>147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183</p>	<p>Rules, the quantum of liability of the Owners to the Charterers shall be determined by the relevant legislation of that country as if this Slot Charter Party were a Bill of Lading with no declaration of value.</p> <p>(iii) In all other cases the quantum of liability of the Owners to the Charterers shall be determined by reference to the Hague Rules Articles I-VIII only as if this Slot Charter Party were a Bill of Lading with no declaration of value, save that the limitation sum for the purposes of Article IV Rule 5 of the Hague Rules shall be GBP 100 sterling.</p> <p>(iv) If quantum of limitation is calculated by reference to packages, the quantum of liability of the Owners to the Charterers shall be calculated by reference to the same tally as is applicable between the Charterers and their customer.</p> <p>(v) In addition to the liability as outlined in (i) to (iv) above, the Owners will reimburse the Charterers for reasonable legal and other costs necessarily incurred in connection with claims for which the Owners are liable under this Slot Charter Party.</p> <p>(g) The Owners shall indemnify the Charterers against any claims for personal injury incurred on or about the Vessel unless caused by the negligence of the Charterers, their servants, agents or Sub-contractors or any defect in the Charterers' Goods and/or Containers.</p>	<p>226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245</p>
<p>14. Owners' Responsibilities and Liabilities</p> <p>Except as otherwise provided elsewhere in this Slot Charter Party, the responsibilities and liabilities of the Owners shall be as follows:</p> <p>(a) The Owners shall be responsible for the seaworthiness of the Vessel in accordance with Article III Rule 1 and Article IV Rule 1 of the Hague-Visby Rules and for all purposes in connection with this Slot Charter Party they shall be entitled to the rights and immunities set out in Article IV Rules 2, 4 and 6 of the said Hague-Visby Rules.</p> <p>(b) Subject to sub-clause 14(a), the Owners shall be responsible for the proper and careful carriage, custody and care of the Goods and Containers whilst on board the Vessel, and for discharging, handling and storing Goods and Containers discharged solely in order to be re-loaded or in order to load or discharge other goods and containers, and for re-loading and re-stowing the same.</p> <p>(c) The Owners shall provide electrical power to integral refrigerated unit Containers and to refrigeration clip-on units attached to insulated Containers shipped on the Vessel. The Owners shall use all reasonable endeavors to monitor and record the performance of all such units whilst on board, and, at the expense of the Charterers, to repair and rectify any breakdown, fault or deficiency which may occur in respect of such units, using the resources on board the Vessel.</p> <p>If such resources are insufficient, the Owners, at the expense of the Charterers, shall use all reasonable endeavors promptly to obtain any required spares or specialized repair facilities.</p> <p>Except as provided above, the Owners shall not be liable for malfunctioning of integral refrigerated Containers and power packs put on board by the Charterers.</p> <p>(d) The liability of the Owners under this Clause shall be subject to Article III Rule 6 (including 6bis) of the Hague-Visby Rules.</p> <p>(e) In respect of loss of or damage to Containers owned or hired by the Charterers, the quantum of liability of the Owners shall not in any event exceed the lesser of the reasonable cost of repair or market value of the Container, however, the Charterers shall make no claim for damage to any Container of less than USD 500 on any one voyage.</p> <p>(f) In respect of loss of or damage to Goods, the quantum of liability of the Owners shall be determined as follows:</p> <p>(i) If the port of loading is in a country which is a party to the Hague-Visby Rules the quantum of liability of the Owners to the Charterers shall be determined by the relevant legislation of that country as if this Slot Charter Party were a Bill of Lading with no declaration of value.</p> <p>(ii) If the port of loading is in a country which is a party to the Hague</p>	<p>184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225</p>	<p>15. Charterers' Responsibilities and Liabilities</p> <p>(a) Whilst the Charterers are responsible for all costs incurred prior to placing into stow in the Vessel and after removal from stow in the Vessel, the Owners acting as the Charterers' agents to arrange such services (see Clause 11(a)), the Charterers shall only be liable to the Owners for any loss of or damage to the Vessel or to other goods and containers caused by stevedores during such services to the extent that a recovery is made from the stevedores. This recovery right is herewith assigned to the Owners which assignment is accepted by the Owners.</p> <p>(b) The Charterers shall be responsible for the proper and careful loading, stowage, lashing and securing of the Goods in the Containers offered by them for shipment and shall be liable for all loss or damage (including loss of or damage to the Vessel) caused to the Owners as a result of improper or careless performance of such operations.</p> <p>(c) The Charterers shall indemnify the Owners against any expenses, liabilities, losses, damages, claims or demands which the Owners may incur or suffer by reason of any failure to comply with any relevant laws, regulations, directions or notices of Customs, port and any other authorities, or by reason of any infestation, contamination or condemnation of Goods and/or Containers, insofar as such failure, infestation, contamination or condemnation arises from any act, neglect or default of the Charterers, the consignors or consignees of their Goods and/or Containers, or their servants, agents or Sub-contractors.</p> <p>(d) Whenever possible, the Charterers shall give all reasonable facilities to the Owners for inspecting damaged Goods and Containers for which they intend to seek reimbursement from the Owners.</p> <p>(e) The Charterers shall make no payment in excess of the amount as stated in Box 20 in settlement of a claim for which they will seek recovery from the Owners without prior notice to the Owners. The Owners authorise the Charterers to grant extensions of time in respect of such claims provided the Charterers give the Owners immediate notice thereof.</p> <p>(f) In any event, the Charterers shall be discharged from all liabilities arising under this Slot Charter Party unless suit is brought within 15 months of the occurrence of the incident giving rise to the liability or the date upon which the Owners became aware of such occurrence.</p>	<p>246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280</p>
<p>16. Mutual Exemption Clause</p> <p>(a) Neither the Owners nor the Charterers shall be responsible for any loss or damage or delay or failure in performance under this Slot Charter Party resulting from Act of God, war, civil commotion, quarantine, strikes, lock-outs, arrest or restraint of princes, rulers and peoples or any other event whatsoever which cannot be avoided or guarded against.</p> <p>(b) Except as elsewhere provided, neither the Owners nor the Charterers shall be responsible for any indirect or consequential loss, including but not limited to damage or decline in the market value of the Vessel or Goods during delays, loss of profit or loss of business opportunities in respect of any claim that the one may have against the other.</p>	<p>281 282 283 284 285 286 287 288 289 290 291</p>	<p>17. Lien</p> <p>The Owners shall have a lien, including after discharge, upon the Charterers' Goods and Containers for all sums due to the Owners from the Charterers, their servants, agents, Sub-contractors or principals in respect of services provided by the Owners to the Charterers under the terms of this Slot Charter Party.</p>	<p>292 293 294 295 296 297</p>
<p>18. Dues, Charges and Taxes</p> <p>(a) The Owners shall pay all dues, charges and taxes customarily levied on the Vessel, howsoever the amount thereof may be assessed.</p> <p>(b) The Charterers shall pay all dues, charges, duties and taxes customarily</p>	<p>298 299 300 301</p>		

PART II

"SLOTHIRE" Standard Slot Charter Party

levied on the Goods and/or Containers, howsoever the amount thereof may be assessed.	302 303
19. General Average	304
General Average shall be adjusted at the place as indicated in Box 21 according to the York-Antwerp Rules 1974, as amended 1990, or any subsequent modification thereof. Slot Charter Hire shall not contribute to General Average. The Owners authorise and empower the Charterers to act as the agents of the Owners in the collection of General Average security. The Charterers shall guarantee the contributions properly due to the Owners in respect of:	305 306 307 308 309 310 311
(a) Goods for which the Charterers are the contracting carrier unless such Goods are delivered to the Charterers prior to notice being given by the Owners to the Charterers that General Average security is required; and	312 313 314 315
(b) Containers shipped by the Charterers under this Slot Charter Party.	316
20. Salvage	317
In the event of the Vessel needing to engage salvage services and in order to secure the release of Goods and/or Containers for on-carriage, the Owners shall be required to give any undertaking to salvors to assist in the collection of security and not to release Goods and/or Containers until acceptable salvage security has been provided. The Charterers shall guarantee to the Owners that the requirements of such undertaking will be met in respect of Goods, for which the Charterers are the contracting carrier and Containers shipped by the Charterers under this Slot Charter Party, provided that these requirements are notified to the Charterers prior to the delivery of the Goods and/or Containers to the Charterers.	318 319 320 321 322 323 324 325 326 327
21. Deck Carriage	328
Goods and Containers may be carried on deck and shall contribute in General Average whether carried on or under deck.	329 330
22. Sub-letting	331
The Charterers shall not assign this Slot Charter Party and shall not sub-let the Slots without the prior approval of the Owners.	332 333
23. Law and Arbitration	334
*) (a) This Slot Charter Party shall be governed by and construed in accordance with English law and any dispute arising out of this Slot Charter Party shall be referred to arbitration in London in accordance with the Arbitration Acts 1950 and 1979 or any statutory modification or re-enactment thereof for the time being in force, one arbitrator being appointed by each party. On the receipt by one party of the nomination in writing of the other party's arbitrator, that party shall appoint their arbitrator within fourteen days, failing which the decision of the single Arbitrator appointed shall apply. If two Arbitrators properly appointed shall not agree they shall appoint an umpire whose decision shall be final. The Arbitrators shall be commercial men engaged in shipping.	335 336 337 338 339 340 341 342 343 344 345
*) (b) <del>This Slot Charter Party shall be governed by and construed in accordance with Title 9 of the United States Code and the Maritime Law of the United States and should any dispute arise out of this Slot Charter Party, the matter in dispute shall be referred to three persons at New York, one to be appointed by each of the parties hereto, and the third by the two so chosen; their decision or that of any two of them shall be final, and for purpose of enforcing any award, this agreement may be made a rule of the Court. The Arbitrators shall be commercial men engaged in shipping.</del>	346 347 348 349 350 351 352 353 354
*) (c) Any dispute arising out of this Slot Charter Party shall be referred to arbitration at the place indicated in Box 23, subject to the procedures applicable there. The laws of the place indicated in Box 23 shall govern this Slot Charter Party.	355 356 357 358
(d) If Box 23 in PART I is not filled in, sub-clause (a) of this Clause shall apply.	359 360
*) (a), (b) and (c) are alternatives; indicate alternative agreed in Box 23.	361