

**Simple Guidelines, and Pitfalls
to avoid when drafting your
Contracts
(A Lawyers Perspective)**

THE
INTERNATIONAL
SALE OF GOODS

THIRD EDITION

M G BRIDGE



OXFORD

TIME CHARTERS

SIXTH EDITION

TERENCE COGHLIN
ANDREW W. BAKER
JULIAN KENNY

—
JOHN D. KIMBALL

Praise for *Time Charters*, 5th Edition

*"... an excellent user-friendly book.
No serious law firm, FD&D Club or shipping
company can afford to be without it"*

Nick Parton of Jackson Parton in Shipping and Transport Lawyer

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VOYAGE CHARTERS

THIRD EDITION

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Contract No.48

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THE GRAIN AND FEED TRADE ASSOCIATION

CONTRACT FOR THE SHIPMENT OF GOODS FROM CENTRAL AND EASTERN EUROPE IN BULK PARCELS OR CARGOES TALE QUALE – CIF/CIFFO/C&F/C&FFO TERMS

*delete/specify as appropriate

Date.....

1 **SELLERS**.....

2 **INTERVENING AS BROKERS**.....

3 **BUYERS**.....

4 have this day entered into a contract on the following terms and conditions.

5 **1. GOODS**.....

6 **2. QUANTITY**..... 5% more or less.

7 In the event of the quantity contracted being for a full and complete cargo and/or cargoes the margin of contract quantity to be 10 %
8 more or less, excess or deficiency over 5% to be settled at the market price on the date of the last bill of lading and on the quantity
9 thereof; the value to be fixed by arbitration, unless mutually agreed. In the event of more than one shipment being made each
10 shipment to be considered a separate contract, but the margin on the mean quantity sold not to be affected thereby.

11 **3. PRICE AND DESTINATION**

12 At the price per tonne of 1,000 kilograms gross weight of.....

13 *cost, insurance and freight to.....

14 *cost, insurance and freight free out to.....

15 *cost and freight to.....

16 *cost and freight free out to.....

17 **4. BROKERAGE**..... per tonne, to be paid by Sellers on the mean contract quantity, goods lost
18 or not lost, contract fulfilled or not fulfilled unless such non-fulfilment is due to the cancellation of the contract under the terms of
19 the Prohibition or Force Majeure Clause. Brokerage shall be due on the day shipping documents are exchanged, or if the goods are
20 not appropriated then brokerage shall be due on the 30th consecutive day after the last day for appropriation.

21 **5. QUALITY**

22 Specifications.....

23 To be certified by.....

24 Certificate of inspection at time of loading shall be final as to quality.

25 **Condition.** Shipment shall be made in good condition.

26 **6. PERIOD OF SHIPMENT**

27 As per bill(s) of lading dated or to be dated.....

28 The bill(s) of lading to be dated when the goods are actually on board. Date of the bill(s) of lading to be considered proof of date of
29 shipment in the absence of evidence to the contrary. In any month containing an odd number of days, the middle day shall be accepted
30 as belonging to both halves of the month

31 **7. SALES BY NAMED VESSELS**

32 For all sales by named vessels, the following shall apply:-

- 47 (a) Position of vessel is mutually agreed between Buyers and Sellers;
48 (b) The "now" to be inserted before the word "classed" in the Shipment and Classification Clause;
49 (c) Appropriation Clause cancelled if sold "shipped".
50

51 **B. SHIPMENT AND CLASSIFICATION**

52 Shipment from
53 by first class mechanically self-propelled vessel(s) classed in accordance with the Institute Classification Clause of the International
54 Underwriting Association in force at the time of shipment, excluding tankers and vessels which are either classified in Lloyd's Register or
55 described in Lloyd's Shipping Index as "Ore/Oil" vessels.
56

57 **9. EXTENSION OF SHIPMENT**

58 The contract period for shipment, if such be 31 days or less, shall be extended by an additional period of not more than 8 days, provided
59 that Sellers serve notice claiming extension not later than the next business day following the last day of the originally stipulated period.
60 The notice need not state the number of additional days claimed.

61 Sellers shall make an allowance to Buyers, to be deducted in the invoice from the contract price, based on the number of days by which
62 the originally stipulated period is exceeded, in accordance with the following scale: -

- 63 1 to 4 additional days, 0.50%;
64 5 or 6 additional days, 1%;
65 7 or 8 additional days 1.50% of the gross contract price.

66 If, however, after having served notice to Buyers as above, Sellers fail to make shipment within such 8 days, then the contract shall be
67 deemed to have called for shipment during the originally stipulated period plus 8 days, at contract price less 1.50%, and any settlement
68 for default shall be calculated on that basis. If any allowance becomes due under this clause, the contract price shall be deemed to be
69 the original contract price less the allowance and any other contractual differences shall be settled on the basis of such reduced price.
70

71 **10. APPROPRIATION**

72 (a) Notice of appropriation shall state the vessel's name, the port of shipment, the presumed weight shipped, and the date or the
73 presumed date of the bill of lading.

74 (b) The notice of appropriation shall within 3 business days from the date of the last bill(s) of lading be served by or on behalf of the
75 Shipper direct on his Buyers or on the Selling Agent or Brokers named in the contract. The Non-Business Days Clause shall not
76 apply.

77 (c) Notice of appropriation shall, within the period stated in sub-clause (b) be served by or on behalf of subsequent Sellers on their
78 Buyers or on the Selling Agent or Brokers named in the contract, but if notice of appropriation is received by subsequent Sellers on
79 the last day or after the period stated in sub-clause (b) from the date of the bill of lading, their notice of appropriation shall be
80 deemed to be in time if served: -

- 81 (1) On the same calendar day, if received not later than 1600 hours on any business day, or
82 (2) Not later than 1600 hours on the next business day, if received after 1600 hours or on a non-business day.

83 (d) A notice of appropriation served on a Selling Agent or Brokers named in the contract shall be considered an appropriation
84 served on Buyers. A Selling Agent or Brokers receiving a notice of appropriation shall serve like notice of appropriation in
85 accordance with the provisions of this clause. Where the Shipper or subsequent Sellers serves the notice of appropriation on the
86 Selling Agent, such Selling Agent may serve notice of appropriation either direct to the Buyers or to the Brokers.

87 (e) The bill of lading date stated in the notice of appropriation shall be for information only and shall not be binding, but in fixing the
88 period laid down by this clause for serving notices of appropriation the actual date of the bill of lading shall prevail.

89 (f) Every notice of appropriation shall be open to correction of any errors occurring in transmission, provided that the sender is not
90 responsible for such errors, and for any previous error in transmission which has been repeated in good faith.

91 (g) Should the vessel arrive before receipt of the appropriation and any extra expenses are incurred thereby, such expenses shall be
92 borne by Sellers.

93 (h) When a valid notice of appropriation has been received by Buyers, it shall not be withdrawn except with their consent.

94 (i) In the event of less than 95 tonnes being tendered by any one vessel Buyers shall be entitled to refund of any proved extra expenses
95 for sampling, analysis and lighterage incurred thereby at port of discharge.

96
97 **11. PAYMENT**

98 (a) Payment% of invoice amount by cash in

99 (b)

100 * in exchange for and on presentation of shipping documents;

101 * in exchange for shipping documents on or before arrival of the vessel at destination, at Buyers' option;

102 Sellers, however, have the option of calling upon Buyers to take up and pay for the documents on or after
103 consecutive days from the date of the bill(s) of lading.

104 (c) **Shipping documents** - shall consist of - 1. Invoice. 2. Full set(s) of on board Bill(s) of Lading and/or Ship's Delivery Order(s)
105 and/or other Delivery Order(s) in negotiable and transferable form. Such other Delivery Order(s) if required by Buyers, to be
106 countersigned by the Shipowners, their Agents or a recognised bank. 3. For Cif/CIFFO terms Policy (ies) and/or Insurance
107 Certificate(s) and/or Letter(s) of Insurance in the currency of the contract. The Letter(s) of Insurance to be certified by a
108 recognised bank if required by Buyers. 4. Other documents as called for under the contract. Buyers agree to accept documents
109

172 insurance documents originally received from them and shall, if required, subrogate to Sellers all right of claim against the insurers in
173 respect of such matters.

174 **13.2 For Contracts Concluded on C&F/C&FFO terms** - Buyers shall be responsible for obtaining insurance cover as per
175 Clause 13.1 above and shall, if required by Sellers, provide evidence to Sellers prior to the commencement of loading that
176 they have obtained suitable cover. If Buyers refuse or fail to provide evidence Sellers are entitled (but not obliged) to cover
177 insurance on the same terms as the Buyers' expense.

178
179 **14. DISCHARGE**

180 (a) For Cif/C&F terms, discharge shall be as fast as the vessel can deliver in accordance with the custom of the port, but in
181 the event of shipment being made under liner bill(s) of lading, discharge shall be as fast as the vessel can deliver in
182 accordance with the terms of the bill(s) of lading. The cost of discharge from hold to ship's rail shall be for Sellers' account,
183 from ship's rail overboard for Buyers' account.

184 (b) For C&FFO/CIFFO terms, the cost of discharge shall be for Buyers' account.

185 Discharge shall be at the average rate of tonnes per Weather Working Day, Saturdays, Sundays, Holidays
186 Excepted, Unless Used, (WWD SSHEX UU), in which case actual time used to count. Notice of Readiness (NOR) shall be
187 tendered during ordinary office hours on arrival, Whether in Port or Not, (WIPON), Whether in Berth Or Not, (WIBON),
188 Whether in Free Pratique Or Not, (WIFPON), Whether Customs Cleared Or Not (WCCON) and laytime shall commence at
189 0800 hours on the next working day. Rate of demurrage/despatch as per Charter Party. In the event of a time charter, the
190 daily hire rate shall be taken as the rate of demurrage, half despatch.

191 (c) If documents are tendered which do not provide for discharging as above or contain contrary stipulations, Sellers shall
192 be responsible to Buyers for all extra expenses incurred thereby. Discharge by grab(s) shall be permitted unless specifically
193 excluded at time of contract. If shipment is effected by lash barge, then the last day of discharge shall be the day of
194 discharging the last lash barge at the port of destination.

195
196
197 **15. WEIGHING**

198 The terms and conditions of GAFTA Weighing Rules No.123 are deemed to be incorporated into this contract. Unless otherwise
199 agreed, final settlement shall be made on the basis of gross delivered weights at time and place of discharge at Buyers' expense. If
200 the place of destination is outside the port limits, Buyers agree to pay the extra expenses incurred by Sellers or their agents for
201 weighing. No payment shall be made for increase in weight occasioned by water and/or oil during the voyage. If final at time and
202 place of loading, as per GAFTA registered superintendents' certificate at Sellers' choice and expense, (in which case the Deficiency
203 Clause will not apply).

204
205 **16. DEFICIENCY**

206 Any deficiency in the bill of lading weight shall be paid for by Sellers and any excess over bill of lading weight shall be paid for by
207 Buyers at contract price, (unless the Pro-rata clause applies).

208
209 **17. SAMPLING, ANALYSIS AND CERTIFICATES OF ANALYSIS**

210 The terms and conditions of GAFTA Sampling Rules No.124 are deemed to be incorporated into this contract. Samples shall be
211 taken at the time of discharge on or before removal from the ship or quay, unless the parties agree that quality final at loading
212 applies, in which event samples shall be taken at time and place of loading. The parties shall appoint superintendents, for the
213 purposes of supervision and sampling of the goods, from the GAFTA Register of Superintendents. Unless otherwise agreed,
214 analysts shall be appointed from the GAFTA Register of Analysts.

215
216 **18. PROHIBITION**

217 In case of prohibition of export, blockade or hostilities or in case of any executive or legislative act done by or on behalf of the
218 government of the country of origin or of the territory where the port or parts of shipment named herein is/are situate, restricting
219 export, whether partially or otherwise, any such restriction shall be deemed by both parties to apply to this contract and to the extent
220 of such total or partial restriction to prevent fulfilment whether by shipment or by any other means whatsoever and to that extent this
221 contract or any unfulfilled portion thereof shall be cancelled. Sellers shall advise Buyers without delay with the reasons therefor and, if
222 required, Sellers must produce proof to justify the cancellation.

223
224 **19. FORCE MAJEURE, STRIKES ETC.**

225 Sellers shall not be responsible for delay in delivery of the goods or any part thereof occasioned by any Act of God, strike, lockout, riot
226 or civil commotion, combination of workmen, breakdown of machinery, fire, or unforeseeable and unavoidable impediment to
227 navigation, or any cause comprehended in the term "force majeure", if delay in delivery is likely to occur for any of the above reasons
228 Sellers shall serve a notice on Buyers within 7 consecutive days of the occurrence, or not less than 21 consecutive days before the
229 commencement of the contract period, whichever is later. The notice shall state the reason(s) for the anticipated delay.
230 If after serving such notice an extension to the delivery period is required, then Sellers shall serve a further notice without delay, but in
231 any case not later than the last day of the contract period of delivery. If delivery be delayed for more than 30 consecutive days, Buyer
232 shall have the option of cancelling the delayed portion of the contract, such option to be exercised by Buyers serving notice to be
233 received by Sellers not later than the first business day after the additional 30 consecutive days.
234 If Buyers do not exercise this option, such delayed portion shall be automatically extended for a further period of 30 consecutive days

CONTINENT GRAIN CHARTERPARTY
Code name: "SYNACOMEX 2000"

Adopted PARIS 1957 by SYNDICAT NATIONAL DU COMMERCE EXTÉRIEUR DES CÉRÉALES
amended 1960, 1974, 1980 and 2000 in agreement with COMITÉ CENTRAL DES ARMATEURS DE FRANCE
in cooperation with Chambre Arbitrale Maritime de Paris and the French Chartering and S. & P. Brokers' Association

PART I

1. Shipbroker(s)	2. Place and date of Charter Party
3. Owners and place of business (state full style and address) (Cl. 1)	4. Charterers and place of business (state full style and address) (Cl. 1)
5. Vessel's name (Cl. 1) flag / built / class: NT/GT: summer DWT:	6. First layday date (Cl. 6) Cancelling date (Cl. 6)
8. Loading port(s) (Cl. 2) a) Always afloat (*) b) "safely aground" (*)	7. Present position / expected ready to load (Cl. 1) 9. Advance notices (Cl. 7) - at load port to: - at discharging port, number of days / to:
10. Discharging port(s) (Cl. 3) a) Always afloat (*) b) "safely aground" (*)	12. Freight rate (Cl. 4)
11. Cargo nature and quantities (Cl. 2) a) No bags (*) b) Maximum in bags for stowage (*)	13. Freight payment (state currency and method of payment, beneficiary and bank account) (Cl. 4)
17. Agents at loading port(s) (Cl. 13)	14. Loading rate (Cl. 5)
19. Extra assistance, maximum (Cl. 14)	15. Discharging rate (Cl. 5)
21. Address Commission (Cl. 16)	16. Demurrage / Despatch money (Cl. 9)
22. Numbers of the additional clauses covering special provisions, if any agreed	18. Agents at discharging port(s) (Cl. 13)
	20. Brokerage commission and to whom payable (Cl. 15)
	21. Address Commission (Cl. 16) a) Deductible (*) b) Non-deductible (*)
<p>It is mutually agreed that this Charter Party shall be performed subject to the conditions contained herein consisting of PART I and PART II including additional clauses if any agreed and stated in Box 22. 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.</p>	
For the Owners	For the Charterers

Approved by
The Documentary Committee of
The Baltic and International Maritime Council (BIMCO)



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(*) Delete as appropriate; if no deletion, alternative a) to apply.

PART II
"SYNCOMEX 2000" Continent Grain Charterparty

1. Owners, Charterers	1	discharging or lightering for the purpose of inspecting the	67
It is this day agreed between the party designated in Box 3,	2	cargo and/or weighing. Charterers and Owners are allowed	68
Owners of the Vessel named and described in Box 5, being	3	to work overtime, such expenses shall be for account of	69
now in position and expected ready to load as mentioned in	4	the party ordering same. If ordered by Port Authorities,	70
Box 7, and the party designated in Box 4 as Charterers, THAT	5	overtime shall be for Charterers' account. Overtime services	71
		rendered by ship's crew shall be in all cases for Owners'	72
		account.	73
2. Loading Port(s) and Cargo	6		
The said Vessel being tight, staunch and in every way fit for	7		
the voyage, shall with all convenient speed proceed to the	8	6. Laydays, Cancelling	74
place designated in Box 8, which in case of named port(s)	9	At port of loading laytime shall not count before 08.00 hours	75
Owners acknowledge as safe and suitable for this Vessel	10	on the layday date stated in Box 6 and in any case not	76
and there load always afloat, unless "safely aground" has	11	before the date notified by the 10 days notice as per Clause 7.	77
been specifically agreed in Box 8, in such safe berth, dock,	12	Should the Vessel's notice of readiness not be validly	78
wharf or anchorage as Charterers or their Agents or	13	tendered as per Clause 8 before 09.00 hours on the	79
Shippers may direct a full and complete cargo of wheat	14	cancelling date stated in Box 6, Charterers shall have the	80
and/or maize and/or rye and/or barley as described in Box	15	option of cancelling this charter at any time thereafter, but	81
11, in metric tons (5 % more or less in Owners' option) in bulk.	16	not later than one hour after the notice is validly tendered.	82
Shippers have the option of using a second safe berth. The	17		
time for shifting between the two berths shall count as	18	7. Vessel's Positions, Notices	83
laytime, but shifting expenses shall be for Vessel's account.	19	Master and/or Owners shall give 76 days and thereafter 6	84
Owners shall provide and install at their risk and expense	20	days notice of Vessel's expected readiness to load to the	85
and on their time all that is required for safe stowage of	21	party designated in Box 8.	86
grain according to local and international regulations.	22	Master and/or Owners shall give notice of Vessel's	87
The cargo shall not exceed what the Vessel can reasonably	23	Expected Time of Arrival (ETA) of discharging port as	88
stow and carry over and above her bunkers, apparel, stores,	24	specified in Box 9.	89
provisions and accommodation. The whole cargo shall be	25	Master and/or Owners shall give the relevant parties prompt	90
carried and stowed under deck in unobstructed main holds.	26	advice of any substantial change in Vessel's ETA at loading	91
All cargo on board to be delivered.	27	and at discharging ports.	92
Furthermore, if stowage bags have been specifically agreed,	28		
the following shall apply:	29	8. Laytime	93
Charterers shall supply for stowage purposes a quantity of	30	Vessel's written notice of readiness to load and/or discharge	94
bagged cargo not exceeding the quantity specified in Box	31	shall be tendered by hand or by any means of tele-	95
11, which shall be stowed at their risk and expense. The	32	communication at the offices of Shippers/Charterers/	96
number of bags signed for on Bills of Lading to be binding	33	Receivers or their Agents between 08.00 and 17.00 hours	97
on Vessel and Owners, unless error or fraud be proved.	34	on all days except Saturdays, Sundays and Holidays and	98
		between 08.00 hours and 12.00 hours on Saturdays unless	99
		a Holiday. Such notice of readiness shall be delivered when	100
3. Discharging Port(s)	35	Vessel is in the loading or discharging berth and in all	101
Being so loaded, the Vessel shall proceed with all convenient	36	respects ready to load/discharge. At loading port Shippers/	102
speed direct to the place designated in Box 10, which in	37	Charterers or their Agents have the privilege to inspect	103
case of named port(s) Owners acknowledge as safe and	38	Vessel's holds and reject the notice when holds are not	104
suitable for this Vessel, and there discharge the cargo	39	clean, dry, odourless and in all respects ready to receive	105
always afloat, unless "safely aground" has been specifically	40	the cargo.	106
agreed in Box 10, in such safe berth, dock, wharf or	41	In case of dispute, an independent surveyor shall decide	107
anchorage as Charterers or their Agents or Receivers may	42	about Vessel's readiness to load, the party in the wrong	108
direct. Receivers have the option of using a second safe	43	bearing the costs. If the rejection of notice of readiness is	109
berth. The time for shifting between the two berths shall	44	undisputed or confirmed by surveyor the laytime will only	110
count as laytime, but shifting expenses shall be for Vessel's	45	start to count after the Vessel has validly tendered again	111
account.	46	when ready.	112
		Only when the loading and/or discharging berth is	113
4. Freight	47	unavailable, Master may warrant that the Vessel is in all	114
The freight agreed under this Charter Party shall be as	48	respects ready and may tender notice of readiness to load	115
stated in Box 12, per metric ton on nett Bill of Lading weight	49	and/or discharge from any usual waiting place, whether in	116
and shall be deemed earned as cargo is loaded on board,	50	port or not, whether in free pratique or not, whether customs	117
prepaid discounts and non-returnable, Vessel and/or	51	cleared or not.	118
cargo lost or not lost.	52	Laytime shall commence at 14.00 hours if notice of	119
The freight shall be paid as specified in Box 13.	53	readiness to load and/or discharge is validly tendered at or	120
All charges and dues levied on the cargo shall be for	54	before 12.00 hours and at 08.00 hours on the next working	121
Charterers' account and those levied on the Vessel	55	day if notice of readiness is validly tendered after 12.00	122
howsoever assessed shall be for Owners' account.	56	hours. Time used before commencement of laytime shall	123
		not count. Laytime shall not count between 12.00 hours on	124
5. Loading and Discharging	57	Saturdays or 17.00 hours on days preceding a Holiday and	125
Cargo shall be loaded, spout-trimmed and/or stowed at the	58	08.00 hours on the following working day, unless used in	126
risk and expense of Shippers/Charterers at the average	59	which case half time actually used shall count.	127
rate stated in Box 14, weather permitting.	60	Any delays caused by ice, floods, quarantine, or by cases	128
Cargo shall be discharged at the risk and expense of	61	of "force majeure" shall not count as laytime unless the	129
Receivers/Charterers at the average rate stated in Box 15,	62	Vessel is already on demurrage.	130
weather permitting.	63	When Master has tendered notice of readiness to load or	131
Stowage shall be under Master's direction and respon-	64	discharge from a waiting place and Vessel is subsequently	132
sibility. Shippers' and/or Charterers' representatives	65	found unready in application of the above provisions, laytime	133
have the right to be on board the Vessel during loading.	66		

F.I.O.S.T. Clause in the Gencon charterparty

(b) F.i.o. and free stowed/trimmed

The cargo shall be brought into the holds, loaded, stowed and/or trimmed and taken from the holds and discharged by the Charterers or their Agents, free of any risk, liability and expense whatsoever to the Owners.

The Owners shall provide winches, motive power and winchmen from the Crew if requested and permitted; if not, the Charterers shall provide and pay for winchmen from shore and/or cranes, if any. (This provision shall not apply if vessel is gearless and stated as such in Box 15).

Note : When the f.i.o.s.t. alternative is selected a provision may be added to the effect that loading, stowage or discharging shall be carried out under the captain's "supervision and full responsibility ". A provision that the operations are to be carried out under the "responsibility" of the captain will effectively transfer the liability for proper performance



Lien Clause in the Gencon

The Owners shall have a lien on the cargo and on all sub-freight payable in respect on the cargo, for freight, deadfreight, demurrage, claims for damages and for all other amounts due under this Charter Party including costs of recovering same.

Hague Visby Rules

Article III

Responsibilities and Liabilities

- 1. The carrier shall be bound, before and at the beginning of the voyage, to exercise due diligence to
- (a) make the ship seaworthy;
- (b) properly man, equip and supply the ship;
- (c) make the holds, refrigerating and cool chambers, and all other parts of the ship in which goods are carried, fit and safe for their reception, carriage and preservation.

Hamburg Rules

Article 5

Basis of liability

1. The carrier is liable for loss resulting from loss of or damage to the goods, as well as from delay in delivery, if the occurrence which caused the loss, damage or delay took place while the goods were in his charge as defined in article 4, unless the carrier proves that he, his servants or agents took all measures that could reasonably be required to avoid the occurrence and its consequences.



SIGNATORIES TO HAMBURG RULES

State	Notes	Signature	Ratification, Accession(*), Approval(†), Acceptance(‡) or Succession(§)	Entry into force
Albania			20/07/2006(*)	01/08/2007
Austria		30/04/1979	29/07/1993	01/08/1994
Barbados			02/02/1981(*)	01/11/1992
Botswana			16/02/1988(*)	01/11/1992
Brazil		31/03/1978		
Burkina Faso			14/08/1989(*)	01/11/1992
Burundi			04/09/1998(*)	01/10/1999
Cameroon			21/10/1993(*)	01/11/1994
Chile		31/03/1978	09/07/1982	01/11/1992
Czech Republic	(a)	02/06/1993	23/06/1995	01/07/1996
Democratic Republic of the Congo		19/04/1979		
Denmark		18/04/1979		
Dominican Republic			28/09/2007(*)	01/10/2008
Ecuador		31/03/1978		
Egypt		31/03/1978	23/04/1979	01/11/1992
Finland		18/04/1979		
France		18/04/1979		
Gambia			07/02/1996(*)	01/03/1997
Georgia			21/03/1996(*)	01/04/1997
Germany		31/03/1978		
Ghana		31/03/1978		
Guinea			23/01/1991(*)	01/11/1992
Holy See		31/03/1978		
Hungary		23/04/1979	05/07/1984	01/11/1992
Jordan			10/05/2001(*)	01/06/2002
Kazakhstan			18/06/2008(*)	01/07/2009
Kenya			31/07/1989(*)	01/11/1992



Arbitration Rules

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Summary of simple pointers in contract drafting

1. Understand the overall context of your contract clearly-what exactly are you trying to achieve-bear in mind how will it work if there is a problem.
2. Take action in advance don't wait till there is an actual problem – get what you want in your contract now.
3. Get some good text books.
4. Understand exactly what the essential terms of your contracts are and what they mean.
5. Seek advance from an experienced broker who has had a life time of trouble shooting-tap into their experience in drafting your contract.
6. Understand the underlying voyage charter in a cif contract-plan ahead and don't get surprised by these nasty terms -have a long term strategic plan.
7. Get first class insurance-it will save you money.
8. Know your customer-look at their corporate profile. Any concerns seek a performance bond/guarantees in place



9. Be very sure of the contract terms you are contracting on. Make sure the underlying contract terms are properly incorporated –eg Gafta 48, 88.
10. Ascertain what is the best legal forum for you if there is a dispute.
11. Use the trade organisations-they are there to serve their members interest and do so well. Use Gafta /Fosfa standard terms.
12. Make sure your law and jurisdiction provision in your contract is very clear.
13. Don't tie your hands by signing up to a scott and avery clause that prevents you securing a claim in the event of a dispute- that doesn't assist your negotiating position.
14. Last but not least a plug for my own industry-if in doubt about terms of contract seek some advise from your lawyer. A lawyer can be a good friend to a client and can provide you with invaluable assistance. They know a lot about contract terms, they see the problems that arise and can give you some good tips about how your contract should be drafted to serve your interest. They are only a phone call away.