

SIGNALS

Issue 48, July 2002

the worldwide newsletter for nepia members

1 July - A day to celebrate?

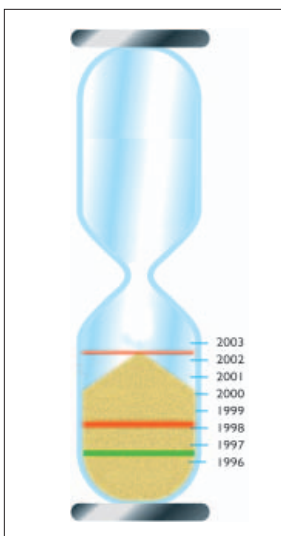
Few people will need reminding that 1 July 2002 is the final deadline for phase 2 vessels to comply with the requirements of the ISM Code and Chapter IX of the SOLAS Convention.

Phase 1 vessels - oil tankers, chemical tankers, gas carriers, bulk carriers, cargo high-speed craft and passenger vessels had to comply by 1 July 1998. The remaining cargo ships and mobile offshore drilling units of 500 gross tonnage and above - the phase 2 vessels must now have their Documents of Compliance in the office ashore and the individual Safety Management Certificates on board each ship to confirm compliance.

PSC activities - CIC

Both the Paris MOU and the Tokyo MOU have given notice that they will apply strict enforcement of the ISM Code from 1 July during a 3 month Concentrated Inspection Campaign (CIC). They have also made it clear that no extensions will be granted.

Whilst the CIC may be focussing on phase 2 vessels - it has also been made very clear that phase 1 vessels will be subject to the inspection campaign to verify that the safety management system (SMS) is actually working on board.



The Secretariat of the Paris MOU - in a notice posted on their website (<http://www.parismou.org>) - have advised that Port State Control officers in the MOU countries will be using a standard inspection form to verify critical areas of the management system. Deficiencies in any of these areas will be considered as 'major non-conformities' which will lead to the detention of the ship. Ships which have not been certified will also be detained.

The Secretariat suggest that it expects approximately 3500 inspections will be carried out during the CIC.

Amendments to the ISM Code

The original version of the ISM Code has undergone some minor amendments, resolution MSC.104(73), and the amended version will enter into force on 1 July 2002.

The amendments mainly involve a new 'Part B' which includes an expanded section 13 and new sections 14, 15 and 16 along with a new appendix containing model DOC and SMC certificate forms. Well in advance of phase 1 implementation IMO had issued resolution A.788(19) - Guidelines on Implementation of the International Safety Management (ISM) Code by Administrations. This was an attempt to encourage national Administrations to adopt a uniform system of implementation of the ISM Code and the issuing of the relevant certification. Many of the important recommendations of that resolution have now been specifically incorporated into the ISM Code itself - and consequently into Chapter IX of the SOLAS Convention.

Copies of the new version of the ISM Code as well as the revised Guidelines on implementation of the International Safety Management (ISM) Code by Administrations - Resolution A.913(22), can be obtained from the IMO or viewed on the IMO website - <http://www.imo.org>

LAN initiative

Another, related, initiative will also be implemented on 1 July - most of the so-called LAN initiative of Lloyds Register, ABS and



DNV. The whole of the LAN initiative is wide ranging but of special relevance to this article is that part of the LAN initiative specifically addressing certain criteria which will be applied relating to ISM verification and certification.

The three Societies had caused some concern in the industry a few months ago when they announced their intention to align ISM with other safety control measures by linking issuance of SMC certificates to the classification of the vessel.

Their belief is that the current system, which permits a period of up to three years between audits, does not provide an effective mechanism to monitor the management of maintenance on board a vessel. Their intention is to decline to issue SMC certificates on vessels they do not class, and not to renew SMC certificates they may

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have issued previously on vessels not in class with the Society. There is certain flexibility with managed fleets.

Any Member concerned about the implications of the LAN initiative is urged to contact their Classification Society directly for clarification as soon as possible.

Eurasian Dream - a most timely judgement

At the time of preparing this issue of Signals the official publication of a judgement by the Honourable Mr. Justice Cresswell from the High Court in London was awaited. However, a draft copy of the judgement on the car carrier Eurasian Dream has been reviewed and a few of the general issues can be identified here since they will have a very significant bearing upon ISM implementation.

Very briefly, Eurasian Dream was discharging motor vehicles in Sharjah. A fire occurred in one of the vehicles which led to the vessels being abandoned and destroyed by the fire. Although the vessel was an ISM phase 2 ship - the judge never the less applied the ISM code as a 'bench mark' - particularly since the ship managers had put certain ISM related documentation on board.

The judge was very critical of the companies recruitment and training practices - the Master was not only new to the vessel, he was also new to car carriers and to the ship management company. He had, reportedly, received no relevant training in carrying cars or in the fire fighting system on board. The Master had apparently been instructed to read the 100 or so manuals on board.

The judge was highly critical of the SMS documentation on board - much of which was irrelevant and inappropriate for that particular vessel. He was also highly critical of the way in which many of the SMS procedures and requirements of the ISM Code had been implemented on board. He was also critical of many technical defects which had been found. He found almost all the witnesses from the ship and the management company unreliable.

In conclusion he found that the ship operators had failed to exercise due diligence to make the vessel seaworthy - largely on the basis that their ISM system was utterly deficient.

The SMS must be a dynamic living system and not a number of paper files on a book shelf. Merely having a DOC and SMC and a set of procedures manuals will not be sufficient to demonstrate compliance with the ISM Code. Any ship operator who is using a generic or 'off the shelf' ISM system must realise that they may be running a very serious risk of being found in serious non-compliance with the ISM Code with such a system.

STCW reprieve - 31 July deadline

Members will no doubt be aware that as from 1 February 2002 every Master and officer must

hold a valid certificate complying with the regulations of STCW 95 and endorsement issued by the flag state.

However, it became apparent in February that many seafarers had still not obtained the necessary documentation. IMO therefore



asked port State control officers to refrain from detaining vessels who had on board Masters and officers who had not met the deadlines. What this meant in practice was that a six month amnesty or extension was granted. However, all the indications are that there will be no further periods of grace. As from 31 July 2002 port State control inspectors will be examining the certificates of Masters and officers and if they do not comply with the requirements of STCW 95 then the ship is likely to be detained. More specific detail can be obtained from the IMO website at <http://www.imo.org>

Lifeboat accidents continue to give cause for concern

In issue 44 of Signals, attention was drawn to the report by the United Kingdom Marine Accident Investigation Branch (MAIB), which highlighted the large number of injuries and deaths occurring during lifeboat drills.

Unfortunately the situation does not seem to have improved in the past year as reports continue to be received of seafarers being injured or killed during what should be routine lifeboat drills. The Association has been informed of two recent incidents on Members' ships where seafarers were killed during lifeboat drills. Both incidents involved the use of on-load hook release mechanisms.

The Safety of Life at Sea Convention (SOLAS) requires such on-load release hooks to be fitted to lifeboats on ships built after 1 July 1986. The mechanisms allow the lifeboat to be released from the falls automatically as the load comes off the hooks when the lifeboat floats in the water, but also for it to be

overridden in an emergency and released while it is still on-load. The system must be fitted with a suitable safety interlock mechanism to prevent accidental release.

The MAIB report makes a number of observations regarding the use of on-load release hooks. It notes that many of the mechanisms designed by various manufacturers have become over-complicated. The MAIB also notes that crew generally have a poor understanding of the operating principles. This may be because of poor training, but also because of poor labelling, complex mechanisms and poor operating instructions in manufacturers' manuals.

The MAIB also identified that failure to re-set the hook release mechanism correctly when the lifeboat is recovered following a drill means that the hook is liable to spontaneous release at any time before the lifeboat is next put in the water.

These factors all increase the risk of an accident occurring when carrying out lifeboat drills. The MAIB observes that without specific training for the equipment in use, or the provision of high quality instruction and operational instruction material, seafarers are unlikely to have an adequate understanding of the designs. The release devices also require reliable and comprehensive maintenance and the MAIB recommends that maintenance and servicing should only be carried out by manufacturers and their agents or personnel who have undertaken manufacturers' approved courses.

Copies of the MAIB report "Safety Study 1/2001 - Review of Lifeboat and Launching Systems' Accidents" can be obtained from the Marine Accident Investigation Branch, Carlton House, Carlton Place, Southampton, SO15 2DZ, United Kingdom. Tel: +44 23 8039 5500, fax: +44 23 8023 2459, email: maib@detr.gsi.gov.uk, website: www.maib.detr.gov.uk

Direct reduced iron and derivatives

The Association has received an increased number of queries from Members concerning cargoes of direct reduced iron or its derivatives being offered to them under various names and in various forms. There has been much published on the dangers of carrying direct reduced iron and this is an opportune time to repeat the information.

The dangers of DRI are well known in that, when moist with either sea water or, in certain circumstances, water contaminated with atmospheric pollution, the iron heats significantly, breaks down the water into hydrogen and oxygen, absorbs the oxygen and gives off the hydrogen. The heat can be extreme, so that the DRI glows white hot. It has been known to melt through steel plate. The dangers of hydrogen in an enclosed space need no explanation.

'Cold moulded briquettes' - These are DRI pellets which have been compressed into the shape of a cake of soap, the intention being to reduce the accessible surface area of the pellets in order to reduce the area available for reacting with moisture. The briquettes can also be passivated. The problem with this cargo is that the briquettes are relatively fragile as they are compressed when cool. They can break open during normal cargo operations which increases the amount of surface area available for reaction with moisture and the cargo becomes dangerous in a similar way to pellets.

'Hot moulded briquettes' - These are pellets which have been compressed at high temperatures as they emerge from the furnace. As such, the briquettes are less fragile and, therefore, less prone to breaking

'iron ore broken pellets'. The shipper confirmed to the Member that the cargo was not dangerous and the ship accepted it on that basis. However, the description was misleading as it turned out that the cargo in question was a mixture of DRI fines and clarifier fines, described on the bill of lading as 'iron oxide fines'. The cargo oxidised during the voyage and an explosion occurred, caused by the hydrogen it released, which killed two seamen, seriously injured another and caused significant damage to the ship.

We are also advised that there is a producer in South America which is offering 'DRI fines' for shipment. This is the raw product of the reducing process before pelletisation. As a cargo, this is possibly more dangerous than DRI pellets.



Initially, most DRI was shipped in the form of pellets. This form was found to be most at risk of heating and methods of treating DRI were tried in order to reduce the danger.

'Passivated' pellets - These are ordinary DRI pellets coated with a substance which is intended to protect the iron from moisture. Producers in different countries use different forms of coating, some of which are more effective and durable than others. However, no coating renders the DRI entirely safe. The coating can chip off and it will break down over time.

up during cargo handling. They can also be passivated. This is possibly one of the safer forms of DRI but, even so, is still prone to heating and giving off hydrogen in certain conditions.

Hot moulded briquettes are also known as Hot Briquetted Iron (HBI) and have been referred to as 'Briquettes of Iron Ore', 'Iron Ore Briquettes' and 'DRI Briquettes'.

DRI and its derivatives can also be referred to by other names. In a recent case dealt with by the Association, the cargo was described as

The International Group, has issued various circulars about DRI in the past, all of which are available on the Associations website. Experts advise that the safest way to carry DRI and its derivatives is under an inert nitrogen atmosphere which has been pumped into the stow from the bottom in order to fully expel the air. The present IMDG Code entry for DRI and its derivatives has further recommendations which should be regarded as an absolute minimum and followed very carefully.

Importance of back to back clauses

As any Member who charters vessels knows, it is important to fix both the head and sub-charterers on back to back terms. This is particularly important when choosing the governing law to be applied to the charterparties. It is important to make both charters subject to the same law, either English or US for example, to avoid the risk of different results which can result from different jurisdiction's interpretation of the same clauses.

An example of the difference between US and English interpretation of charterparty clauses is in the area of the warranty of safe berth or port. Under English law, a warranty of safe berth or port is treated as a warranty which places strict liability on the charterer if it is found that the berth or port was unsafe. Whether the charterer knew, should have known, or could not have known that the berth was unsafe, for example, is irrelevant to the charterer's liability. However, in the US the warranty is not interpreted in the same manner, nor is it interpreted the same throughout all US Courts. In certain parts of the United States (for instance New Orleans or US Gulf Coast area) governing legal precedent does not treat the warranty of safe berth as a warranty but instead only requires the charterer to exercise due diligence in nominating a safe berth or port. Consequently,

a charterer may not be liable for breach of the warranty if it is found that the charterer could not have known, by exercising due diligence or reasonable care, of the unsafe condition. This result is contrary to English law which could still hold the charterer liable. On the other hand, New York arbitrations, have interpreted the warranty of safe berth or port the same as English governing precedent: that is by treating it as a warranty with its strict liability on charterers.

Therefore, it is possible for a Member who charters a vessel from an owner under a charterparty that is subject to English law, and then sub-charterers the vessel under a charterparty that is subject to US law, to find themselves liable for a claim for unsafe berth from the head owner, while being unable to pass that claim on to the sub-charterer because of the difference in the US and English interpretation of the clause. In order to avoid inconsistent results from the same facts, it is important to use the same governing law in the two charters. If Members are contemplating entering into a sub-charter, for example, which proposes a different governing law than that in the head charter with owners, they may wish to contact the Association for advice on the effect the different law may have on their rights or obligations.

Arbitration clauses - be precise!

Most widely used charterparties these days already contain a suitable arbitration clause. There are however still some forms in current use that do not contain an arbitration clause, such as the 1976 GENCON form. There may also be practical or commercial reasons why it may be felt desirable to amend or replace a standard arbitration clause in a charterparty.

Where a form is used that does not already contain an arbitration clause it is extremely important that a clause should be added to the charterparty. Failure to do so will mean that there is no agreement to arbitrate and it may then be possible to pursue the other party only in their national courts, which, in the circumstances, may not be a desirable prospect. However, where, a clause is added, or a standard clause is amended or replaced, it is important that the new clause be properly worded.

In particular there are two points on which precision is required. Firstly the clause needs to make clear what the constitution of the arbitration tribunal is to be. How many arbitrators are to be appointed? Secondly, it may need to set out how the tribunal is to be completed if one of the parties refuses to cooperate and appoint their own arbitrator. In the case of arbitration clauses that call for either two or three arbitrators, and which are subject to English law, the law already provides a procedure. It is more important to include something if the clause provides for a sole arbitrator. If the clause requires the sole arbitrator and the parties cannot agree English law says that it is necessary for one of the parties, usually the claimant, to apply to the High Court in London for an order appointing an arbitrator on behalf of both parties. This can obviously be an expensive and time consuming exercise, particularly where the other party is not based in the United Kingdom. It is therefore useful, to include an easier mechanism for establishing the arbitration tribunal, for example by saying that in the absence of agreement each party is to appoint their own arbitrator.

Members would also be well advised to avoid such simple arbitration clauses as, for example, 'arbitration in London, English law to apply'. This sort of clause does not indicate how many arbitrators are to be appointed. English law therefore says that this is an agreement that a sole arbitrator is to be appointed. If agreement cannot be reached on the identity of that arbitrator an application would have to be made to the High Court.

If Members require specific guidance on the suitability of particular arbitration clauses they should contact the Association's FD&D department.

Notifying Class

The Association has recently been involved in two incidents where repairs have been carried out to the ship's main engine apparently without the Classification Society being advised. In both cases the repairs were as a result of damage to the engine, rather than normal wear and tear.

In general, Class should be kept fully and promptly informed of all damage, failure, deterioration or repairs to hull, machinery and equipment which affects or may affect the classification of the vessel. Failure to do so may result in the suspension of the classification of the vessel.

The Association's Rule 29 covers Classification and Statutory Requirements and requires a Member to promptly report to their Classification Society any incident or condition in respect of which it might make recommendations as to repairs or other actions to be taken by the Member. It is crucial

that Members ensure that their ships remain classed with a classification society approved by the Association's managers. To ensure that P&I cover is not affected, Members must also promptly inform the managers of any changes in classification society and advise them of all outstanding recommendations, requirements or restrictions relating to that ship at the date of such change.

Section 10 of the ISM Code deals with 'Maintenance of the Ship and Equipment'. At 10.1 it states: '...The Company should establish procedures to ensure that the ship is maintained in conformity with the provisions of the relevant rules and regulations...'. Accordingly, failure to notify Class may result in a serious 'non conformity' under ISM.

Members requiring further information about the effect of changes to classification on P&I cover should contact the underwriting or survey department at the Association.

Auto shut-downs

The Marine Accident Investigation Branch has just published its report into the grounding of the "FINREEL" off Rauma in March 2001.

The "FINREEL" was outward bound under pilotage in the channel at about 12½ knots when the main engine oil mist detector alarm was activated. This led to the immediate shutdown of the main engine and to the tripping of the shaft generator which prevented the use of the fore and aft thrusters.

The shutdown of the main engine was not noticed on the bridge because the ship is normally vibration free and the warning light did not operate.

On the bridge the helmsman noticed that the ship was swinging to starboard and the helm had no effect. The Master who had just seen the alarm that the thrusters had tripped, immediately adjusted the propeller pitch to slow and then full astern. This had no effect

and the ship continued to sheer to starboard and grounded.

The MAIB concluded that the sheer was caused by "bank" effect enhanced by "shallow water" effect and squat.

The reason why the oil mist detector alarm was triggered was never positively identified. The "FINREEL" has been modified so that activation of the oil mist detector alarm in future will lead to an immediate pitch reduction rather than an automatic main engine shutdown.

The MAIB concluded that the action of those on the bridge and engine room were appropriate and there was little more which could have been done to prevent the grounding.

The full report can be found at <http://www.maib.dtlr.gov.uk/reports/reports-2002.htm>

NSW Government plans increase to marine oil spill fines

The New South Wales Government announced plans to increase the maximum pollution fine to A\$10,000,000 for corporations and A\$500,000 for individuals. Our Sydney correspondents Ebsworth & Ebsworth have issued an alert on this matter advising that not only were the proposed fines increasing by 10



fold but that the proposed legislation would remove any possibility of the wear and tear defence currently available to owners. At present if it can be proved that oil escaped from the ship in consequence of damage, other than intentional damage to the ship or its equipment and all reasonable precautions were taken after the occurrence of the damage or the discovery of the discharge for the purpose of preventing or minimising the escape of oil, then owners have a viable defence.

The NSW Government is closing this possible defence to ensure that vessels entering their waters are properly maintained. It should be noted that the government has responsibility for NSW waters, including up to 3 miles out to sea and for Sydney Harbour and other waterways within the state. Ebsworth & Ebsworth also advise that whilst the massive increases appear hard to justify it is unlikely there will be any substantial opposition to the legislation in the NSW Parliament at a date to be announced. Owners should, as at present, continue to pay attention to any operations which could give rise to an oil spill, in particular bunkering and internal oil transfer operations.

The Association will continue to monitor the situation and keep Members advised of developments.



"The Roman Emperor's new edict on over-manning was not popular with the galley crews".

New signage poster series

A short series of posters is being launched by the Association to provide information about various types of signs and symbols.

The first poster, which accompanies this issue of Signals, illustrates the use of prohibition signs. These are probably the most recognised signs with their familiar red circle on a white background and a red diagonal bar passing across an illustration of the action or operation that is prohibited. Future posters will

illustrate warning and mandatory signs as well as other types of permanent signs regularly found on board ship.

Later this year the Association will be publishing a video that can be used on board ship to provide familiarisation training about signs, symbols and alarm signals. The training module will also be available in CD format to run on a personal computer. The video or CD will be made available to all Members and entered ships.



Rule 17 - Action by the stand-on vessel

Quite surprisingly we find the advice contained in the rules concerning the action of the stand-on vessel to be far more detailed than that for the give-way vessel.

How can that be, surely all the stand-on vessel has to do is maintain her course and speed until the risk of a collision has passed?

In a perfect world that may be the case, unfortunately the navigational world as we know it is far from perfect. The officer standing on the bridge of the stand-on vessel would be foolish to assume the give-way vessel would act in accordance with the rules on each and every occasion. All too often the Association is seeing collision cases which arise out of the inaction of one or both vessels when a close quarters/collision situation is developing.

The most difficult decision to be made by the officer of the stand-on vessel is when he must take avoiding action in accordance with Rule 17 in order to avoid a collision.

Two options are available to him, Rule 17(a)(ii) advises the officer of the stand-on vessel that he is permitted to take avoiding action by his manoeuvre alone, when it becomes apparent that the give-way vessel is failing to take avoiding action in accordance with the Rules. At what point in time this situation arises is down to the judgement of the ship's officer, however, it is assumed that all necessary attempts will have been made to alert the give-way vessel of his concerns, by use of the light and sound signals detailed in Rule 34(d) of the COLREGS. The only restriction placed on such a manoeuvre is the recommendation that an alteration to port for a vessel on his own port side should, if possible, be avoided.

It should also be noted that action permitted by Rule 17(a)(ii) is not prescriptive and is available to the officer of the stand-on vessel if he deems it necessary. However, good seamanship would suggest that failure to take such action might stand his vessel into danger.

The second option available to the officer on the stand-on vessel, arises in extremis, at that point when it becomes apparent that a collision cannot be avoided by the action of the give-way vessel alone. Any action taken by the officer or Master of the stand-on vessel to avoid a collision at this point will rarely be criticised as it is taken in the 'agony of the moment' and is often a desperate measure to avoid a collision. Obviously it is preferable that such a situation is not allowed to arise by either vessel in a crossing situation.

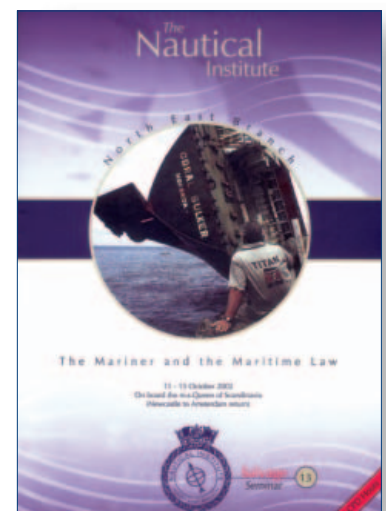


Salvage seminar

This years Mariner and the Maritime Law seminar will focus on a subject which always evokes considerable interest - Salvage. A brochure and registration form accompany this issue of Signals and early registration is strongly recommended to avoid disappointment.

The Association is again pleased to act as a major sponsor of this Nautical Institute annual event which is now in its 13th year. This year will see a significant change in the structure of the event. The seminar will in fact take place on board the DFDS Seaways passenger ship m.s. Queen of Scandinavia where many eminent speakers will present topical papers. Delegates will board in the River Tyne on Friday 11 October, sail on the vessel to Amsterdam (Ijmuiden) and return to the Tyne for Sunday 13 October. There will be opportunities for delegates to relax in between the seminar sessions.

Delegate places are strictly limited and it is anticipated that the seminar will fill up very quickly - so don't delay submitting your registration.



High profile seminar in India

The Association was delighted to sponsor a major seminar in Mumbai - organised by the Nautical Institute - India (West) branch. The event was held on 19 April at the Taj President Hotel attracting nearly 150 delegates with many distinguished guests. Ministry of Shipping Secretary M.P. Pinto honoured the occasion as Chief Guest and Director General of Shipping, D.T. Joseph, presided over the event. The local Institute Chairman, Captain Subramanian, also chaired one of the sessions.

The seminar focused on the idea of Loss Prevention being the hub of ISM. The Association's loss prevention manager, Phil Anderson, provided feedback from the private research he had conducted into ISM implementation. This was followed by Captain Savraj Mehta who explored various statistical data to determine whether there was yet any evidence about the beneficial effect of ISM.

A very interesting paper considering what lessons have been learnt following phase one implementation was presented by Mr R.C Bhavnani - local manager of the American Bureau of Shipping. A very topical and emotive issue was addressed by Captain Faz Peer Mohamed - a Partner with the London Solicitors Ince and Co. - who provided an overview of the 'Criminalisation of the

Master'. Finally a senior maritime lecturer, Captain S.G. Deshpande provided a most stimulating insight into the area of 'Training to manage safety'.*

Secretary of Shipping, Mr Pinto, also very kindly launched a new book which had just been published by North of England - 'A Seafarers Guide to ISM'.**



* The text of the speakers papers, where available, can be found on the Association's website - <http://www.nepia.com> in Loss Prevention - Education and Training - Review of Recent Events.

**Copies of 'A Seafarers Guide to ISM' and its accompanying volume 'What have the World Cup and ISM got in common?' are available from the Loss Prevention Department of the Association.

Residential Course 2002

This year's annual Residential Training Course in P&I Insurance and Loss Prevention was again full to capacity in all three parts with delegates coming from twelve different countries. Many of the delegates had registered as a result of personal recommendations from delegates from previous years.

Those who attended all three parts of the course found themselves moving between the class room and the deck of a ship loading steel. Between the bridge of a working Ro-Ro vessel

to reviewing the manning levels on board ships today. From interactive workshop sessions in the state rooms of a medieval castle to a state of the art full bridge simulator at South Tyneside College. A very intense seven days of lectures and workshops were interspersed with opportunities to relax on board a sail training vessel cruising down the River Tyne and an Elizabethan Banquet in the Barons Hall of Lumley Castle.

Feedback from the delegates indicated that a very enjoyable and useful time was had by all!



ISM seminar

An influential gathering of industry and government figures participated in a major two day seminar examining ISM implementation post phase one and considered the position in the lead up to the final deadline for phase two implementation on 1st July this year. The event had been organised by the Institute of Marine Engineering, Science and Technology and the UK Government - Maritime and Coastguard Agency.

The event was opened by the UK shipping minister, David Jamieson, who set the scene by stressing that an important element in the concept was about changing attitudes with the ISM Code being one of the principal tools for eliminating substandard shipping and instilling a safety culture.

The Association's head of loss prevention, Phil Anderson, had been involved on the seminar organising panel as well as presenting a paper setting out some of the more significant findings and conclusions from his major study into ISM implementation which he has been undertaking in a private capacity.

Iranian seminar

Several staff from the Association had an enjoyable visit to Iran in April and provided a number of seminars at the Islamic Republic of Iran Shipping Lines' (IRISL) training institute in Tehran.

Each of the four one-day seminars examined particular aspects of cargo claims, collision claims or legal costs insurance and was attended by delegates from other Iranian shipping companies as well as from the different departments of IRISL. On one of the days, the delegates were a group of serving masters from the IRISL fleet. The deliberately small group sizes enabled a useful, and often lively, exchange of ideas during the presentations and the accompanying practical workshop sessions.

The mix of staff from the claims, loss prevention and FD&D departments of the Association allowed the various commercial, insurance and loss prevention aspects of each topic to be discussed in detail.

Further seminars are planned in the future as part of the Association's commitment to training in Iran.

The lighter side of marine incidents...



"The first mate was found to be drunk one day and that day it happened to be the captain's turn to write in the ship's log so he wrote:

"The first mate was drunk today."

He begged and pleaded to the captain to remove that entry but the

captain argued that once an entry was made in the company's log it couldn't be deleted. The first mate decided to get even. The next time it was the first mate's turn to write in the log, he wrote:

"The captain was sober today."



Signals swot 12 Quiz Winner

Mr Chris Bravery - Ropner Ship Management Ltd

Runners-up

Miss Dorcas Goh - Glory Ship Management

Mr JR Ward - Stirling Ship Management

Mr Simon Milne - Maritime and Coastguard Agency

Captain Y Nazarov - PANDI Services East

Captain A Bischiniotis

well done!!!!!!

Signals Swot Quiz

Welcome to Signals Swot number 13. We invite you to pit your wits against "**Bosun Bo**" and become a *Signals Swotter!*

This is not a general knowledge quiz but rather the answers to all the questions are to be found within this particular issue of Signals.

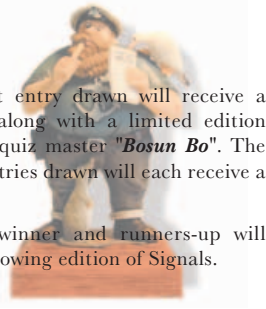
- The quiz is open to all readers of Signals.
- The quiz comprises 10 multiple choice questions - simply tick the correct answer ✓

- Send a photocopy of your answers, along with your name and, if appropriate, name of ship, position on board, company and address to the Editor of Signals at the Association.
- All correct entries received by the closing date will be entered in a prize draw.
- Closing date 14 September 2002.

PRIZES!

The first correct entry drawn will receive a 'Winners Plate' along with a limited edition statuette of our quiz master "**Bosun Bo**". The next 5 correct entries drawn will each receive a statuette.

Details of the winner and runners-up will appear in the following edition of Signals.



signals swot

Good luck to all you Signals Swotters!!

<p>1 What category of sign is being described here 'A red circle on a white background with a red diagonal bar passing across an illustration?'</p> <p>Warning sign..... <input type="radio"/></p> <p>Prohibition sign..... <input type="radio"/></p> <p>Information sign..... <input type="radio"/></p>	<p>4 What is initially required of the stand-on vessel under Rule 17?</p> <p>Make a broad and substantial alteration of course to starboard..... <input type="radio"/></p> <p>Make a substantial alteration of course to port..... <input type="radio"/></p> <p>Maintain her course and speed..... <input type="radio"/></p>	<p>7 When will the 'period of grace' expire for full STCW 95 compliance?</p> <p>1 July 2002..... <input type="radio"/></p> <p>31 July 2002..... <input type="radio"/></p> <p>1 February 2003..... <input type="radio"/></p>	<p>9 Which of the following will most likely lead to the greatest problem if charters are not on a back-to-back basis?</p> <p>Different legal interpretation..... <input type="radio"/></p> <p>Different charter hire rates..... <input type="radio"/></p> <p>Different commencement dates..... <input type="radio"/></p>
<p>2 What is the new upper limit of a pollution fine against an individual in NSW?</p> <p>A\$ 500,000..... <input type="radio"/></p> <p>A\$ 1,000,000..... <input type="radio"/></p> <p>A\$ 10,000,000..... <input type="radio"/></p>	<p>5 Where will this years Mariner and Maritime Law seminar be held?</p> <p>Marriott Gosforth Park Hotel..... <input type="radio"/></p> <p>Lumley Castle..... <input type="radio"/></p> <p>Queen of Scandinavia..... <input type="radio"/></p>	<p>8 According to English Law how many arbitrators would be appointed pursuant to the following charterparty clause 'Arbitration in London, English Law to apply?'</p> <p>One..... <input type="radio"/></p> <p>Two..... <input type="radio"/></p> <p>Three..... <input type="radio"/></p>	<p>10 What is the subject of Section 10 of the ISM code?</p> <p>Development of plans for shipboard operations..... <input type="radio"/></p> <p>Emergency preparedness..... <input type="radio"/></p> <p>Maintenance of the ship and equipment..... <input type="radio"/></p>
<p>3 Which of the following is unlikely to be an ISM phase 2 vessel?</p> <p>Container ship..... <input type="radio"/></p> <p>Refrigerated cargo ship..... <input type="radio"/></p> <p>Gas carrier..... <input type="radio"/></p>	<p>6 Who is invoking a 3 month CIC on ISM from 1 July?</p> <p>Paris MOU..... <input type="radio"/></p> <p>IMO..... <input type="radio"/></p> <p>NEPIA..... <input type="radio"/></p>		

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