

Guide on new security code

Members will find a complimentary copy of International Chamber of Shipping's new guide on the International Ship and Port Facility Security (ISPS) Code included with this issue of *Signals*.

Whereas many Members are already well advanced with their preparations for complying with the Code, it appears that there is still some lack of understanding of the scope and nature of the new security requirements which come into force on 1 July 2004.

The Association has already distributed a special issue of *Signals* on the ISPS Code to all Members in January this year. However, it was felt that many Members would appreciate a more detailed commentary.

The new ICS guide *Maritime Security: Guidance for Ship Operators on the IMO International Ship and Port Facility Security (ISPS) Code* fulfils the role well, so the Association has arranged a bulk order for distribution to all Members' offices.

Summarises and interprets requirements

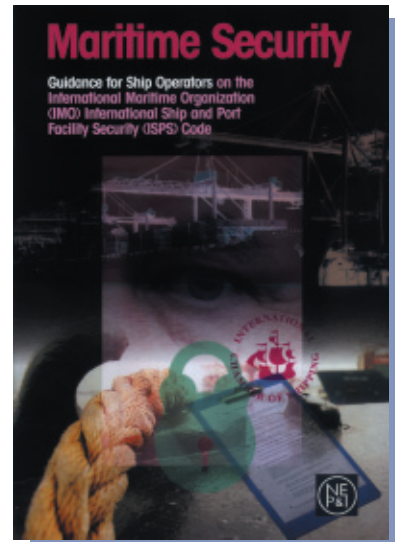
The guide does not repeat the text of the Code but summarises, interprets and analyses the Code's requirements. It includes sections on:

- ship modifications and additional carriage requirements
- company responsibilities, such as the appointment of Company Security Officers and Ship Security Officers
- documentary and information requirements for ships, such as Security Assessments and Security Plans
- the ISPS Code in operation
- obligations of contracting governments
- requirements for port facilities.

Contact details for guide and Code:

Additional copies of the guide can be obtained directly from: The International Chamber of Shipping, 12 Carthusian Street, London EC1M 6EZ

telephone +44 20 7417 8844
fax +44 20 7417 8877 email ics@marisec.org
web www.marisec.org



Copies of the ISPS Code itself can be obtained from: The International Maritime Organisation, 4 Albert Embankment, London SE1 7SR

telephone +44 20 7735 7611
fax +44 20 7587 3210
email publications-sales@imo.org
web www.imo.org

Port State Control guide revised

North of England has published a second edition of its popular *Port State Control* loss prevention guide, which is written by Peter Kidman of the International Association of Dry Cargo Shipowners (INTERCARGO). Members and their ships will receive a complimentary copy with this issue of *Signals*.

Since the guide was originally published in 2001, two events have occurred that are expected to have a significant impact on Port State Control practice.

Firstly, new rules were incorporated in the Paris Memorandum of Understanding on Port State Control (the Paris MOU) on 22 July 2003. These are aimed at targeting high-risk ships calling at European Union ports and will introduce a much stricter control regime.

Similar changes are likely to be introduced by other regional port State organisations in due course.

Secondly, the International Maritime Organization has adopted new SOLAS regulations on maritime security and the International Ship and Port Facility Security (ISPS) Code, which enter into force on 1 July 2004.

The regulations will extend the port State regime out to port approaches and will be subject to the same port State provisions that currently apply to SOLAS safety regulations, increasing the inspection requirement on all ships.

Peter Kidman, INTERCARGO and North of England have cooperated to produce a second edition of the guide that takes the new measures and other recent developments into account.

The guide describes routine Port State Control practice and gives advice on how to manage inspections and what to do when things go wrong. It also includes a comprehensive new section describing some of the commercial and legal implications of Port State Control.



Obtaining additional copies:

Members can obtain additional copies from the Risk-Management department for £10. Non-members can obtain copies from: Anchorage Associates, tel: +44 (0)20 8892 9905, fax: +44 (0)20 8891 2462.

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Maintaining crew first-aid skills

Skills such as riding a bicycle are once learned and never forgotten. Unfortunately the same cannot be said of the ability to provide first aid at sea – and failure of shipowners to give regular training to crews may result in negligence and unseaworthiness claims.

First-aid skills soon deteriorate if they are not practised or used regularly. Continuing training is thus needed, not only to retain prior skills but also to keep up to date with new techniques.

First-aid training is essential from a humanitarian perspective but also because some jurisdictions, particularly the USA, require that shipowners ensure their crews can provide as much medical care as is reasonably possible. Though seafarers are not expected to have the expertise of doctors or paramedics, they should at least be trained and remain capable as first responders.

Lack of training leads to negligence claims

Since crewmembers are initially trained to provide medical care when they obtain their certificates, a shipowner's greatest legal exposure arises from not maintaining, enhancing or updating these medical skills.

Improper treatment of an injured crewmember or passenger could persuade a jury or judge to find a shipowner negligent because of an improperly trained crew.

The owner's duty to provide reasonable medical care to its crewmembers cannot be delegated. However, if a properly trained crewmember errs in a judgement when providing medical care, the owner might not be held responsible.

Untrained crews render vessels unseaworthy

Further, it is now settled law that a vessel becomes unseaworthy if the crew is inadequately trained. It is thus necessary for owners to adequately train the crew and to maintain the level of competency through continuing education and practice.

On passenger vessels the shipowner too often relies on the doctor and nursing staff but neglects to maintain the training that crewmembers should have as first responders to emergencies.

The presence of a medical doctor on board is not sufficient to relieve the owner of their duty to provide medical training to crewmembers.



No right to limitation of liability

A finding of negligence or unseaworthiness would also deny an owner's right to limit its liability under, for example, the US Limitation of Shipowners Liability Act. On the other hand, when an owner has established proper continuing training, such diligent efforts have been used to rebut a presumption of incompetence.

For purposes of establishing privity or knowledge, the privity or knowledge of the Master of the vessel is deemed conclusively the privity or knowledge of the owner. So, if the Master does not properly drill the crew, the owner will be imputed with this knowledge and the limitation protection will not be afforded.

We thus strongly urge Members regularly to review their programme for medical training and ensure that all crewmembers are fully up to date.

This article is based on an article by Cary R Wiener of De Orchis & Partners in New York.

New Crew ID rules in Australia

From 1 November 2003 all ship crews calling at Australia will be required to carry both a valid passport and an identity document if they want to go ashore. Shipowners will be fined A\$5,000 (approximately US\$3,300) for any crewmember found ashore without both forms of documentation.



Crewmembers travelling independently to Australia, to join a ship there, will also be required to carry an identity document in addition to a valid passport and visa.

The identity document must identify the holder and confirm that the crewmember is a seafarer employed on the relevant vessel for that purpose. It can be in a form of a Sea Service Record Book or Discharge Book.

The regulations are being introduced in an effort to improve security arrangements at Australian ports and airports.

Australia is not alone in introducing such regulations and Members should check regularly with their agents in all ports regarding local changes in order to ensure that all crewmembers are properly documented and thus avoid fines, or even delays to the vessel.

New South African penalties for stowaways

Ships arriving at South Africa with stowaways on board now face penalties of up to US\$1,500 per stowaway.



The South African Immigration Authority has added a new regulation to the South African Aliens Control Act, which introduces a non-refundable penalty for ship owners of SAR 2,500 (approximately US\$300) per stowaway on board.

In addition, should the Master fail to declare a stowaway, there will be a further fine ranging from SAR 5,000 to SAR 10,000 (approximately US\$600 to US\$1,200). The final amount is left to the discretion of the attending immigration officer.

Fortunately the South African Immigration Authorities have made no plans to amend the present rules on landing stowaways. Provided ship owners cover all expenses incurred in detention and repatriation then, in the majority of cases, stowaways can still be disembarked and repatriated from South African ports.

Monster waves – fact not fiction

A recent BBC television programme confirming that monster waves can exist anywhere at any time could help shipowners defend cargo damage claims after encountering such waves.

In parts of the world, notably off the eastern coast of South Africa, monster waves are relatively frequent in certain weather conditions – usually when the wind direction suddenly changes to blow against the prevailing current. However, the BBC reported that monster waves can occur randomly throughout the oceans regardless of wind and current conditions.

Claims discounted for lack of proof

Monster waves have been reported by seafarers to explain ship and cargo damage but the explanations have usually been discounted due to lack of proof that they can exist. The damage is thus put down to poor maintenance of the ship and the owner is found responsible.

A Member's ship recently experienced a monster wave in the middle of the Indian Ocean and suffered hull damage causing water ingress and cargo damage. Needless to say, cargo interests are alleging the ship was structurally unsound and therefore unseaworthy.

However, the Association commissioned a technical analysis of the damage suffered by the ship and of the water pressure required to cause the damage. The analysis found that water pressures experienced were significantly greater

than the design pressure, though it is yet to be seen whether the analysis will enable the owner to defeat the cargo claim on the grounds of 'perils of the sea'.

Structural maintenance still vital

Nevertheless, the fact that the existence of random monster waves has now been brought to

public attention by the BBC could assist owners suffering damage from such waves in future.

They will still need to show however that structural maintenance is carried out properly and carefully, and that any diminution of steel is within both the classification society's limits and the limit that would be adopted by a prudent owner.



FIOS – What does it mean?

Responsibility for cargo operations

Members often ask how they can be responsible for cargo damage or shortage when it was carried on FIOS ('free in and out, stowed') terms. The problem is that such terms are interpreted differently in different legal regimes, so the answer is dependent on the jurisdiction in which the claim is brought.

Almost all contracts of carriage are subject either to the Hague or Hague Visby Rules. The Rules impose a duty on the carrier to 'properly and carefully load, handle, stow, carry, keep, care for and discharge' the cargo. Many jurisdictions regard this as placing an absolute obligation on the carrier to ensure cargo operations are carried out properly. Any attempt to argue that FIOS terms relieve the carrier from the obligation will fail because Article III Rule 8 provides that the carrier cannot 'contract out' of the duty imposed by the Rules.

England and jurisdictions which follow English law principles are among the few regimes in which the

courts may allow the carrier to contract out of the duty. In these jurisdictions, case law has established that there is no obligation upon the carrier to load or discharge but that if it does conduct these operations, it should do so properly and carefully.

Free of expense but not risk

Even in English law jurisdictions, however, the expression FIOS does not have the effect that some shipowners think it does. A recent case (*Jindal Iron and Steel Co Ltd and others v Islamic Solidarity Co Jordan Inc and another* [2003]) has reaffirmed that the word 'free' in the expression 'free in and out' does not mean 'free of risk and expense' to the carrier but simply 'free of expense'. This means, therefore, that an owner can find itself responsible for the results of poor cargo handling caused by stevedores even though, it did not appoint or pay them and did not give them orders.

The Appeal Court indicated that it would look for other clear indications in the contract of carriage that the parties had intended to transfer the

obligation to load, stow and discharge from the carrier before it would find that the parties had indeed intended to pass the risk of the cargo operations to someone other than the carrier.

How can owners protect themselves? There are two steps which owners can take to protect themselves.

1. The first is to add the words 'Cargo operations free of risk and expense to shipowner/carrier' on the face of the bill of lading together with the expression FIOS or FIOST.
2. Secondly, an additional or rider clause should be added in the charterparty making it clear that all cargo operations, whether carried out by the crew or third party contractors or the charterer's agents or employees, are carried out free of risk and expense to the owner or carrier and at the sole responsibility of the charterer, shipper or receiver.

Members requiring further information or advice should contact the Association.

Fax confirmation defeats US maritime lien

Members may be interested to know that one of the Association's Members was recently successful in defending a claim brought against their vessel "Japan Rainbow II" in the United States Court of Appeal's Fifth Circuit. The claim had been brought by Stevens Shipping and Terminal Company Inc for agency and stevedoring services rendered by them to the vessel in Savannah, Georgia, in February 2001 at the request of the vessel's time charterer, Tokai Shipping Company Limited, Tokyo. Stevens alleged that they had a valid maritime lien on the "Japan Rainbow II" pursuant to the US Maritime Liens Act, notwithstanding that before the vessel arrived at Savannah the operations manager in Members' office had faxed notice to Stevens stating that the vessel was on time charter to Tokai and that the terms of the charterparty contained a "prohibition of liens clause". Such clauses usually provide that the charterer will not suffer, nor permit to be continued any lien or encumbrance incurred by their agents, which might have priority over the title and interests of the owner and the vessel. Members' fax also requested that Stevens return an acknowledgement of the notice to the Members. In fact, no reply was received by Members acknowledging receipt but they did have confirmation of the successful transmission of the fax to Stevens' fax number, which was the fax number listed in the voyage instructions provided by Tokai.

Stevens, in fact, provided about US\$50,000 of stevedoring services and about US\$35,000 of third party goods and services to the vessel at Tokai's request, but Tokai failed to pay and Stevens therefore arrested the vessel. The US District Court



and subsequently the US Fifth Circuit Court of Appeals have now confirmed the effectiveness of such faxes giving prior warning to the supplier of services that such services are being supplied at the request of the time charterer whose charterparty prohibits the creation of liens against the vessel. Furthermore, the courts held that the fax transmission sheet was sufficient for Members to show that the notice had, indeed, been delivered and that it was not necessary for Members to prove that the fax had actually been read by somebody who understood its contents.

This case is a useful reminder of the importance of Members being vigilant when their time charterers get into financial difficulties and the usefulness of sending "prohibition of lien notices" such as that sent in this case. Members wanting further advice in relation of how to deal with this particular problem can contact the Association's FD&D department.

Incorporation of Jurisdiction clauses in bills of lading

It has been clear as a matter of English law for sometime now, as a result of cases such as the "Federal Bulker"⁽¹⁾, that arbitration clauses in charterparties are not incorporated into bills of lading by general words of incorporation alone, such as "all terms of the charterparty referred to overleaf are incorporated herein". An arbitration clause will only be incorporated if there is a specific incorporation clause that refers to the arbitration clause.

There has recently been a further decision of the English High Court, in the case of the "Siboti"⁽²⁾ which extends this principle further to any law and jurisdiction clause. The Court has confirmed that not only as a matter of English law but also as a matter of European community law, a jurisdiction clause in a charterparty will not be incorporated into a bill of lading where there are only general words of incorporation.

It therefore remains that if Members wish to ensure that the terms and conditions of a charterparty are incorporated into a bill of lading clear words of incorporation should be used, for example, words such as "all terms and conditions, liberties and exceptions of the charterparty, dated as overleaf, including the law and arbitration / jurisdiction clause, are herewith incorporated".

If Members require specific guidance tailored to the terms of the particular charterparties and bills of lading that they are using they should contact the FD&D department.

(1) [1989] 1 Lloyds Regs 103.

(2) 11 June 2003, unreported at the time of going to press.

Straight bills of lading

For some time it has remained a matter of debate whether such straight bills of lading, naming a specific consignee, are capable of acting as a document of title for the cargo and whether delivery should take place only against production of the bill of lading. There has been a question whether straight bills should be treated as seaway bills, which do not normally have to be produced before the cargo can be delivered, or in the same way as negotiable bills.

These questions were considered by the Commercial Court in London in April 2002 in the case of the "Rafaela S". The decision of the court then was that a straight bill of lading was not a document of title and that it did not have to be surrendered in return for delivery of the cargo.

That decision was appealed and the Court of Appeal has recently issued its decision, reversing the Commercial Court judgment.

The Court of Appeal has decided that notwithstanding that a straight bill of lading is not negotiable it is nevertheless a bill of lading for the purposes of the Hague or Hague Visby Rules. This is an important point as it means that a straight bill of lading may therefore be subject to the Rules and the carrier under the bill of lading may therefore be able to rely on the defences and limitation of liability available under them.

It was also held that a straight bill of lading is capable of being a document of title to the cargo.

Perhaps the most important decision from a practical point of view though is that the Court of Appeal held that cargo carried under a straight bill of lading should only be delivered against production of that bill, in the same way as if the bill of lading had been an ordinary negotiable bill. A straight bill of lading is not to be treated in the same way as a seaway bill.

Of particular relevance to the court in reaching this decision was the fact that the bill of lading contained a usual clause that "one of the bills of lading must be surrendered duly endorsed in exchange for goods or delivery order". Clearly therefore where a bill of lading does contain such words it must be surrendered before the cargo can be delivered, even though the bill of lading is straight and not negotiable. The court did however go on to suggest, although it did not need to make a decision on this point, that the position would be the same even if the bill of lading did not contain such a clause.

The practical implications of this decision are therefore that Members should treat straight bills of lading in the same way that they would a negotiable bill and that cargo should only be delivered against presentation of the bill of lading, if P&I cover is not to be prejudiced.

Ballast water management

The Problem

The introduction of invasive marine species into new environments by ships' ballast water has been identified as one of the four greatest threats to the world's oceans, the others being marine pollution, over exploitation of living marine resources and physical alteration or destruction of marine habitats.

Ballasting results in the potential transfer of species from one location to another, which can be ecologically harmful to non-native environments.

Ballast water is absolutely essential to the safe and efficient operation of modern shipping, providing balance and stability to unladen ships. However, it may also pose a serious ecological, economic and health threat.

The use of water as ballast, and the development of larger, faster ships completing their voyages in ever shorter times, combined with rapidly increasing world trade, means that the natural barriers to the dispersal of species across the oceans are being reduced. This provides a method for temperate marine species to enter the tropical zones, typically northern temperate species invading southern temperate waters, and vice versa.

By way of example, the absorption by filter-feeding shellfish of microscopic so-called 'red-tide' algae (*toxic dinoflagellates*) can cause paralysis and even death when eaten by humans. It is believed that serious diseases such as cholera might also be able to be transported in ballast water. There are hundreds of other examples of catastrophic introductions around the world, causing severe human health, economic and/or ecological impacts in their host environments.

State and IMO regulations while effectively managing the operational risks to any particular vessel in the fleet.

Many port states now require the ship's master to demonstrate that he or she has taken such steps to manage ballast water exchanges in line with Port State and IMO guidelines and to document that such steps have been taken to reduce the transfer of harmful organisms from ships' ballast water in to the marine environment.

Management and control measures recommended by the IMO's voluntary guidelines include

- minimising the uptake of organisms during ballasting, by avoiding areas in ports where populations of harmful organisms are known to occur, in shallow water and in darkness, when bottom-dwelling organisms may rise in the water column
- cleaning ballast tanks and removing mud and sediments that will accumulate in these tanks on a regular basis, which may harbour harmful organisms
- avoiding unnecessary discharge of ballast in environmentally sensitive areas
- undertaking ballast water management procedures, including
 - exchanging ballast water at sea, replacing it with 'clean' open ocean water - any marine species taken on at the source port are less likely to survive in the open ocean, where environmental conditions are different from coastal and port waters
 - non-release or minimal release of ballast water
 - discharge to onshore reception and treatment facilities.

practical guidance for the implementation of the IMO guidelines on board ships.

Safety concerns with sequential method

Some investigations have raised serious concerns for the safety of most existing ship types when using the sequential method of ballast water exchange. Air pipes are not designed to be exposed to high volumes of water being pumped for prolonged periods and tank tops and bulkheads of ballast spaces may suffer abnormal loading that was not incorporated into the original ship design.

But overpressure is not the only problem. In some cases more significant damage can occur due to under pressure when there is a large drop in pressure due to a rapid change in the contents of a tank. This should be accommodated in new ship design, but many old ships will continue to face a very real problem.

Whatever method is adopted for ballast water management, it should be applied with extreme caution since the steps taken may have adverse effect on the ships safety that may include, but shall not be limited to longitudinal strength, internal dynamic stress, sloshing, overpressure, loss of structural strength or stability and perhaps reduction or loss of maneuverability and navigational requirements.

IMO is well aware of the safety issues and the International Association of Classification Societies is active in the education of ship owners in the individual requirements of each vessel in all conditions.

Legal application

All of the approaches recommended under the IMO guidelines are subject to limitations. Re-ballasting at sea currently provides the best-available risk minimisation measure, but is subject to serious ship-safety limits. Even when it can be fully implemented, the technique is less than 100% effective in removing organisms from ballast water.

In recognition of the limitations of the current IMO guidelines, the current lack of a totally effective solution and the serious threats still posed by invasive marine species, IMO member countries have agreed to develop a mandatory international legal regime to regulate and control ballast water. This is well progressed and may take effect during 2003.

More information on ballast water management can be found on the IMO website <http://globallast.imo.org>. Further advice can also be obtained from the Association.

The editor is grateful to Mr Lefteris Karaminas of Lloyds Register in Piraeus whose thoughts stimulated many of the ideas which have appeared in this article. Also to the IMO for permission to reproduce the diagrams incorporated in this article.



IMO guidelines

The International Maritime Organization (IMO) currently recognises two ballast water exchange at sea methods, the sequential and the flow-through. Other options being considered by IMO include

- mechanical treatment methods such as filtration and separation
- physical treatment methods such as sterilisation by ozone, ultra-violet light, electric currents and heat treatment
- chemical treatment methods such as adding biocides to ballast water to kill organisms
- various combinations of the above, but dealing with huge amounts of ballast water raises technical challenges and cost implications.

Ongoing developments now require that our Members' attention is given to ballast water management so as to comply with emerging Port

Model ballast water management plan developed

Many port states now require the ship's master to demonstrate that he or she has taken such steps to manage ballast water exchanges in line with Port State and IMO guidelines and to document that such steps have been taken to reduce the transfer of harmful organisms from ships' ballast water in to the marine environment.

The shipping industry has been very active in helping to address invasive marine species and participates actively in the IMO Marine Environment Protection Committee (MEPC) Ballast Water Working Group. In particular, the International Chamber of Shipping (ICS) and the International Association of Independent Tanker Owners (INTERTANKO) have published an excellent *Model Ballast Water Management Plan*. This gives

RULE 10 – Traffic Separation Schemes

The final poster in the COLREGS poster series addresses one of the most frequently misunderstood sections of the collision regulations – the conduct of vessels in traffic separation schemes (TSS).

The purpose of a Traffic Separation Scheme is to keep on-coming traffic separated from each other, nothing more, nothing less and yet the confusion which often arises over their purpose and use is alarming.

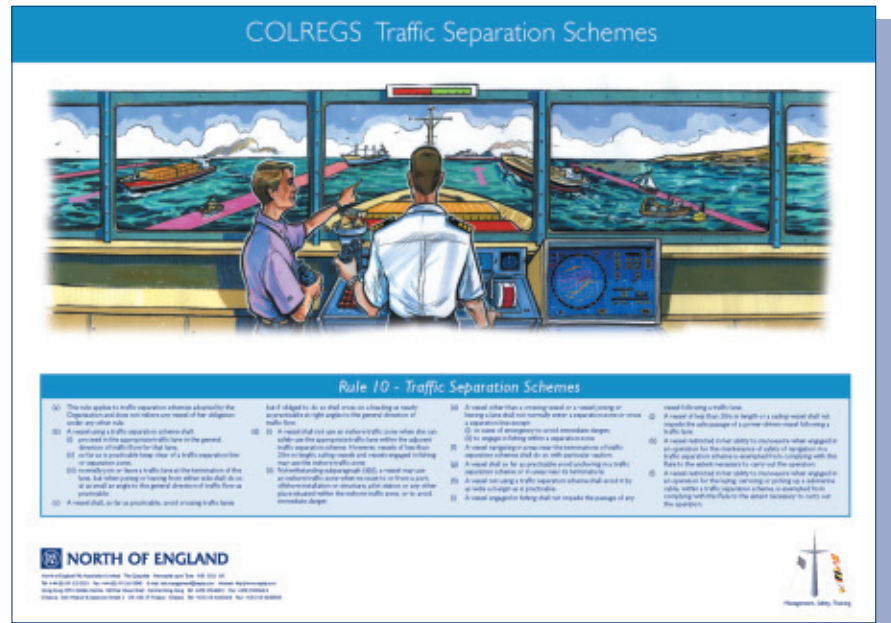
A review of the radio log for a 24 hour period at Dover or Ushant and the number of rogue vessel sightings provides clear evidence of the problems that can and do arise. However, the implementation of TSS has made a significant contribution to the avoidance of collisions and close quarters situations in congested waters. The principle of the system is good and the rules of use should be clear, it is the application of these rules to real time navigational situations which would appear to be in need of improvement.

Contravention of Rule 10 in the waters of many coastal states can result in serious consequences. Many jurisdictions apply civil and sometimes criminal sanctions in such circumstances which can be both an unpleasant experience for the individual master or officer and a costly mistake for shipowners when faced with hefty fines and costly delays to their vessels.

An officer of the watch (OOV) navigating in or around a TSS must remain extra vigilant at all times. Unfortunately it would appear that quite the opposite situation can arise; as the vessel enters the TSS the OOV may drop his/her guard feeling a sense of relief that their vessel is entering a position of safety. The magenta lines etched onto the chart may provide the inexperienced officer with a false sense of security. It must be remembered that the Rules in Sections I and II of the Steering and Sailing Rules still apply and the vessel is not afforded any special privileges because she is navigating within such a system.

Passage planners who insist on laying off their course lines down the centre of the traffic lane, often with little thought to the navigational situations which may be encountered ahead, do little to help the situation. In such situations the OOV who may be rigorously following such course lines may find themselves in a procession of traffic down the centre line of the traffic lane. When faced with an overtaking situation they may fail to allow sufficient passing room for fear of moving off the line on the chart and/or moving too close to the separation line or zone.

Vessels should use the full width of the lane to best suit the needs of their navigational routing.



Careful thought should be given to the location of waypoints to ensure the movements of the vessel such that it causes the least inconvenience to other traffic whilst joining, leaving or navigating within the traffic lane or scheme.

Whilst head-on situations will be encountered less frequently it is still likely that crossing and/or overtaking situations will be encountered where the normal rules apply. In such circumstances extra vigilance will be required since other ships are likely to be in the vicinity and a multi-ship situation might exist. Early and effective action is always to be recommended in such situations.

Other misconceptions that can and do arise include:

- Crossing ferries and fast craft will avoid vessels following a TSS.
WRONG this is **NOT** the case and the OOV should apply the normal rules of collision avoidance to each and every close quarter situation regardless of the type or size of approaching vessel.
- Fishing vessels are prohibited from fishing in a TSS.

WRONG fishing vessels are permitted to fish within a separation scheme and when fishing in a traffic lane, should conduct their fishing activities as if they were following the scheme ie. they should **NOT** fish/proceed against the flow of traffic. Fishing vessels should avoid impeding the passage of any vessel following a traffic lane. Practically speaking the fishing vessel should take early action to permit sufficient sea room to allow the safe passage of any vessel following a traffic lane and thereby

avoid the development of a risk of collision. If a risk of collision does exist then the normal rules of collision avoidance apply.

- Sailing vessels and vessels of less than 20m in length are required to keep out of the way of vessels transiting the TSS.

WRONG once again such vessels are **NOT** under an obligation to give way, they are however directed not to impede the safe passage of power driven vessels following a traffic lane. Once again if a close quarters and/or collision situation continues to develop in spite of this obligation not to impede then the normal rules of collision avoidance will apply.

- In no circumstances can a power driven vessel following a traffic lane enter a separation line or zone.
WRONG such a vessel may do so in case of emergency and/or to avoid immediate danger.
- When transiting a TSS in restricted visibility Rule 19 does not apply.

WRONG, whilst *Rule 10 Traffic Separation Schemes* applies to vessels in any state of visibility, action taken by such vessels to avoid a close quarters or collision situation with another vessel will be dictated by *Rule 19 Restricted Visibility*.

In summary, TSS are adopted by the IMO to improve the safety of life at sea and reduce the risk of collision to vessels navigating in congested waters. When following traffic lanes the OOV should not be lulled into a false sense of security and should avoid falling for any of the popular misconceptions we have highlighted above.

Forthcoming ISM and ISPS Conference

The UK Institute of Marine Engineering, Science and Technology (IMarEST) and the UK Maritime and Coast Guard Agency (MCA) are organising an international conference in London in November on the theme 'ISM yesterday...ISM and ISPS today!' The primary purpose of the conference is to provide a forum in which to discuss the practical implications of both Codes.

According to the organisers, the conference objectives are to

- bring together all major shipping stakeholders to review best practice in management systems implementation and its importance in meeting both ISM and ISPS Code requirements
- identify, discuss and learn the lessons from experiences with ISM, and from other complementary industries
- identify and discuss efficient methods and tools available to assist the industry to meet the requirements of the Codes
- provide an opportunity to shape future Code development.

The Association's Risk-Management Director, Dr Phil Anderson, is on the conference organising panel and will chair one of the conference sessions as well as present a paper exploring issues arising out of his research into ISM implementation.

The two-day conference will be held at the IMarEST City Conference Centre in London on 20 and 21 November 2003. Full details and registration form can be found on the IMarEST website at: www.imarest.org



In office training courses – a reminder

Members are reminded that individuals on their staff are welcome to spend up to two weeks attending a personal training programme at the Association's head office in England.

The structure of each programme can be tailored to suit the requirements and experience of the individuals involved. A menu of possible topics can be found in the Risk Management section of the club's website at www.nepia.com

Because of the personal nature of the training programme, only one or two people can be accommodated at a time. However, there are still some dates available during the months ahead.

To arrange an 'in-office' course please contact the Risk Management department.

Capacity attendance at Residential Course

The 2003 Residential Course was held between 13 and 20 June and all delegate places had been taken many weeks before the start date - indeed it was unfortunate that many potential delegates who applied late could not be accommodated.

A total of 35 delegates attended over different sections of the three part programme representing geographical areas as far afield as Russia and the Ukraine, the Arabian Gulf, West Africa, South East Asia, the United States, Turkey, Scandinavia and Europe.

Delegates attending Part I of the course spent one day visiting the port of Middlesbrough where they had the opportunity to go aboard a Cape Size bulk carrier as well as a Ro-Ro freight ship which brought alive some of the theory they had studied the previous day at the South Tyneside College Marine Safety Training Centre.

Whilst much of Parts II and III of the course were spent in the 14th century Lumley Castle the ship collision workshop was carried out on the full bridge simulator at South Tyneside College. Here the delegates experienced at first hand, standing on the bridge of their respective ships, a collision involving a ferry and a bulk carrier in the Straits of Gibraltar. In addition to considering the potential P&I and H&M implications, the workshop exercise also involved the delegates from each ship making an assessment of the causal factors leading to the collision, consideration of what evidence could be collected as well as reaching a negotiated settlement on the apportionment of liability. Even

in a simulated exercise it became apparent that emotions can still run high!

The delegates worked very hard during the seven day programme but all work and no play was not the agenda. Extracurricular activities included a cruise on the river Tyne onboard the College Sail Training boat *St Hilda* - although it was noted that the motley crew all jumped ship on arrival at the Newcastle Quayside and were last seen heading for the nearest night club! The cobwebs were blown away midweek by a stroll along Hadrian's Wall in the wilds of Northumberland - although the ramblers soon found a typical English pub called *the Hadrian* in a village called *Wall* - where they spent the rest of the evening. Here they were introduced to a Geordie orator - Erasmus Bottle -

who was to complete their maritime education by presenting an 'alternative maritime history of the world as viewed from the Mill Dam at South Shields'!

The saddest part of these annual residential courses is always the farewells on Friday afternoon - all delegates passed the assessments with flying colours, many great friendships were made and many happy memories were taken home.

The 2004 residential course will be held from 11 June to 18 June and already there are a significant number of potential delegates who have tentatively reserved places on that course! Any reader wishing to similarly secure a provisional place on next years course should contact the Risk Management Department at the Association.



New recruit to Risk Management

Steven Jones joined the Association's risk-management team this August, bringing valuable seagoing and maritime security experience. Having initially served as a deck officer on a variety of vessels, he went on to complete an honours degree in maritime studies at Liverpool John Moores University. He then worked as a vessel traffic service officer in the port of Liverpool before becoming a consultant with one of the UK's leading maritime security organisations.



Swot Quiz 17 - Answers Due to a number of requests from Signals readers, Swot Quiz answers from the previous issues of *Signals* will now appear in the following issue.

1. Art. III Rule 3 2. Pig iron dust 3. US\$78,000 4. Richard Erskine 5. A vessel that flies just above water level
6. Parametric rolling 7. 1996 8. 2-7 days 9. 1 July 2004 10. Survey Department

Signals swot 17

Quiz Winner

Captain Nikolados Konstantinos

Master M/T Niris, Greece

Runners-up

Alan Cross - Marsh, Norwich

Robin Taylor - Caledonian MacBrayne, Scotland

Captain Aumer Ihsan Shaad - United Arab Shipping, Pakistan

Loretta Mennone - PL Ferrari, Italy

Marvin Galos - Philippines

well done!!!!!!

Signals Swot Quiz

Welcome to Signals Swot number 18. 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 15 December 2003.

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*.



signalswot

Good luck to all you Signals Swotters!!

1 Which committee at IMO has been actively involved in addressing the problems associated with invasive marine species and ballast water management?

- MSC
- MEPC
- MARPOL
- MSBP

2 What level of penalty may the South African Authorities now impose on vessels for each Stowaway on board?

- US\$500
- US\$1,500
- US\$5,000
- US\$10,000



3 Who introduced new rules on 23 July 2003 targeting high risk ships calling at EU ports?

- USCG
- NEPIA
- Paris MOU
- INTERCARGO

4 What is the ordinary English Law understanding of the term 'Free' in FIOS terms?

- Free of expense to the carrier
- Free of risk to the carrier
- Free of risk and expense to the carrier

5 Are fishing vessels prohibited from fishing in a TSS?

- Yes
- No

6 What documentation must a seafarer carry to go ashore in Australia?

- Passport
- Shore pass
- Identity document
- Passport + Identity document

7 Who would normally be identified as the consignee in a 'straight' bill of lading?

- A named individual or organisation
- No individual - marked 'to order'
- No individual - left blank

8 When will the 2004 Residential Course be held at Lumley Castle?

- 7 - 14 May
- 21 - 28 May
- 11 - 18 June

9 Where is the 'ISM and ISPS' conference being held on 20 / 21 November 2003?

- IMarEST City Conference Centre - London
- NEPIA offices Newcastle
- Lumley Castle
- Marine Club - Akti Miaouli - Piraeus

10 Which Code, due to come into effect on 1st July 2004, relates to security issues?

- ISM Code
- ISPS Code
- IPSS Code
- ISMS Code

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• In this publication all references to the masculine gender are for convenience only and are also intended as a reference to the female gender. Unless the contrary is indicated, all articles are written with reference to English Law. However it should be noted that the content of this publication does not constitute legal advice and should not be construed as such. Members with appropriate cover should contact the Association's FD&D dept. for legal advice on particular matters.

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