

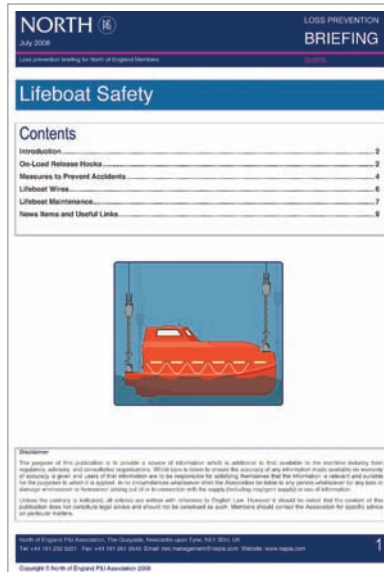
Loss Prevention newsletter for North of England Members

## Loss-prevention briefings

A new series of online *Loss Prevention Briefings* has been launched as part of revisions to North of England's website. The new briefings, which are in pdf format, provide information about topics of common concern to Members and are freely available to download and print from the loss-prevention pages.

Improvements have also been made to the popular online *Industry News* service, which provides Members with information about current issues, changing legislation and any potential difficulties with particular cargoes or trades. The changes are designed to enable Members to find and sort items of interest more easily.

See back page for full story.



## New safety poster

The sixth poster in North of England's Safe Work series is intended to act as a reminder to seafarers to look after their own safety by always using suitable personal protective equipment for the particular task they are undertaking.

The poster uses two typical examples - painting and using a grinding tool - to compare the casual approach still taken by some seafarers with the proper precautions taken by a conscientious seafarer.

A copy of the new poster, entitled *Safe Work, Protective Equipment*, is enclosed with this issue of *Signals* for all Members and entered ships.



Liquefied lateritic nickel ore

## Cargo Safety

Two practical issues relating to cargo are included in this issue. The first considers the precautions to be taken on a ship when cargo is fumigated or fumigated cargo containers are carried. The other provides an update to the continuing problem of loading and carrying nickel ore cargoes.

Also in this issue is a summary of changes to contracts of carriage likely to be introduced as a result of the introduction of the new cargo convention developed by the UN Commission on International Trade Law and now awaiting signature by governments in Rotterdam next year.

See pages 4, 5 and 6 for full stories.

## Caring for kidneys

The series about common illnesses amongst seafarers is continued in this issue with an article about the care of kidneys. These organs provide a number of vital functions but may be damaged, leading to serious health problems.

The article examines the symptoms of renal disease and care that should be taken to avoid problems.

See page 2 for full stories.

## Gulf piracy

The issue of piracy off Somalia is addressed again in this issue with a look at reporting schemes. As the pirates have moved their area of operation into the Gulf of Aden, routing for ships in transit is also considered.

See page 8 for full story.

## Achilleas overturned

Previous decisions in arbitration, the High Court and the Court of Appeal in London had awarded the owner of the *Achilleas* a substantial award for actual losses in a late redelivery charterparty dispute. However, the House of Lords has now overturned those decisions.

The decision means that the most an owner will be entitled to recover when its ship is redelivered late is the difference between the original charterparty rate and the redelivery market rate for the period that the charter overruns.

See page 3 for full story.



# Caring for kidneys

The Association unfortunately sees many cases of crew members affected by kidney damage, sometimes irreversible, resulting in failure of these vital organs.

Kidneys undertake the following essential roles

- maintaining balance of water and level of chemical constituents within the body
- regulating blood pressure
- helping maintain acid base balance of the blood
- eliminating chemical waste from the body
- acting as a gland producing hormones and enzymes which, among other functions, regulates blood pressure, assists bone formation and stimulates the production of red blood cells.

## Symptoms of renal disease

As with all health issues, people need to listen to their bodies since warning signs that provide early recognition of symptoms can often mean quicker diagnosis and treatment. Such warning signs include

- painful urination, which can be caused by inflammation of the neck of the bladder due to infection, or to the presence of kidney stones in the urinary passage
- haematuria (blood in the urine) - a sign which must not be ignored and can result from the presence of kidney stones, an acute infection or even cancer of the kidney or bladder
- the need to pass urine frequently during the night.

Patients with gradual but progressive damage of the kidneys may have no sign of any symptoms in the early stages and this can cause it to be detected too late.

General symptoms include pallor and fatigue resulting from anaemia, weight loss and body malaise due to an increased metabolic rate, as well as loss of appetite and an accumulation of excess water presenting itself as facial puffiness or swelling of the lower extremities and abdomen. There may also be headaches, nausea and vomiting.

## Causes of renal damage

Kidney problems can be genetic, but other common causes are

- prolonged usage of antibiotics, pain relievers, epilepsy drugs and alcohol
- an excessive intake of red meat which the kidney is unable to process
- hypertension, where persistently uncontrolled
- uncontrolled diabetes mellitus
- excessive salty and spicy foods, which may lead to an increase in blood pressure
- inadequate water intake.

## Taking care of the body

Whereas it is impossible to control medical factors entirely, a healthy approach to life is as always the best form of prevention - and this relates to taking care of kidneys as much as anything else. People should follow a healthy diet, enjoy a sensible consumption of safe drinking water every day, keep fit and watch out for anything unusual.

*The Association is grateful to Dr Bacungan of SM Lazo clinic in Manila, Philippines, for information used in this article.*

## Myth or truth?



### Myth or truth - singing in the rain can cause a cold

It is often suggested that getting caught in the rain, getting a chill or even sleeping in front of a fan or an open window can cause a cold. This is actually a myth - cold or wet weather does not cause a cold, however unpopular this idea seems.

The common cold is caused by a virus. Unfortunately such viruses are everywhere and it is difficult to avoid them. When exposed to someone who has a cold, people are more likely to become ill themselves so it makes sense to be careful about close contact. Washing hands is definitely recommended.

Insufficient sleep and a bad diet can also reduce resistance to infection. It should also be remembered that antibiotics will not fight an everyday cold, they work only against bacteria.

To take care of a cold, rest well, eat well and wait for it to pass.

# Differentiating between next of kin and beneficiaries

Many crew members have contracts of employment which, in the unfortunate event of their death, enable their chosen beneficiary to receive compensation.

Such crew contracts will often contain a 'next of kin' clause, or it may instead be contained within an accompanying letter or document, and will allow the crew member to name an individual and provide their contact details in the event of death.

It is generally assumed that the named party will also be the beneficiary of any compensation due. However, in several jurisdictions, the courts have found that the named next of kin is simply the party who should be notified - not who is entitled to

benefits. The Association has to handle many difficult cases where there is a dispute between family members as to who should receive funds, sometimes resulting in legal action and always resulting in delay and distress.

It is strongly recommend that crew contracts contain a 'next of kin' clause. Just as importantly, this should be accompanied by a statement confirming whether the named person is also the chosen beneficiary for any compensation due under that contract. If the individual who is to benefit is different, they should be named.

Although problems have been experienced with such claims in countries as diverse as the Ukraine and India,

North of England has recently become aware of similar difficulties in Poland. Wherever the claim arises, it is strongly advisable that such misunderstandings be avoided by the inclusion, or adoption, of a simple clause. Without this, the legal battle that can ensue to establish who is a beneficiary can be expensive, complicated, time-consuming and, most of all, extremely distressing.

*Members requiring assistance in reviewing and possibly amending existing contracts can contact any member of the Association's personal injury department.*



# Guaranteeing third-party performance

Third-party performance guarantees in shipping are legally binding agreements by which a third party guarantees a charterer's obligations under a charterparty. This article explains how to make sure they are watertight.

There are many good reasons why shipowners chartering their vessels may want third-party performance guarantees: for example, they may have no previous experience with a particular charterer; or they may have concerns about a charterer's ability to fulfil its obligations under the charterparty.

Whatever the reason, owners will want the performance guarantee to answer if they call upon it. To ensure this is the case, they should always consider carefully the terms of any performance guarantee which is being negotiated, and satisfy themselves that it is adequate for their needs.

Set out below are some of the common issues which arise in the context of performance guarantees governed by English law.

## Signing performance guarantee

Performance guarantees will probably be subject to the Statute of Frauds Act 1677. This old but still valid Act requires guarantees to be signed by the guarantor or someone lawfully authorised by the guarantor. Failure to comply with this requirement will almost certainly mean that the guarantor's obligations under the performance guarantee will be unenforceable.

**Members should therefore always ensure that they receive a signed performance guarantee.**

## A separate contract

Performance guarantees are contracts which arise in the context of, but are separate from, the charterparty itself. It is therefore essential that Members ensure that the performance guarantee

satisfies all the formalities which are required for creating a legally binding contract.

A legally binding contract requires, amongst other things, 'consideration'. Usually the consideration in a performance guarantee is the promise that the Member will enter into the charterparty (and does so), in return for which the guarantor agrees to guarantee the charterer's obligations under the charterparty.

Difficulties can arise if the performance guarantee is given after the charterparty has been concluded because the consideration for the performance guarantee will be 'past', and past consideration is not valid consideration. To try to get around this problem, the performance guarantee may be supported by some other consideration, even if nominal, for example

*'in consideration of the payment of the sum of US\$1, the receipt and sufficiency of which we hereby acknowledge.'*

**Members should always try to ensure that the signed performance guarantee is given before the charterparty is concluded, that is before there is a firm fixture.**

## Keeping guarantors informed

Guarantors may be able to avoid their obligations under the performance guarantee if the whole charterparty agreement (including any addenda, side letters, novation agreements and so on) has not been brought to their attention at the time the performance guarantee is given.

Furthermore, a material change to the terms of the charterparty after the performance guarantee has been given will discharge guarantors from liability, unless the guarantors have consented to the change, or unless the terms of guarantee provide otherwise.

Accordingly, Members should always

- ensure that guarantors have seen the final terms of the charterparty before signing the performance guarantee
- ensure any addenda or other additions to the charterparty are drawn to guarantors' attention and, if possible, make express reference to them in the performance guarantee itself
- inform guarantors in advance if the terms of the charterparty are to be changed in any way after the performance guarantee has been signed and obtain confirmation in writing from guarantors that they consent to the changes.

## Agreements to procure guarantees

The parties may agree that the charterer will procure a performance guarantee in favour of the Member. In those circumstances, if the charterer were to fail to procure the performance guarantee, the Member would have a claim against the charterer. However, the Member would almost certainly have no rights against the proposed guarantor in the event of the charterer defaulting under the charterparty. This is because, unless and until the performance guarantee is given, there is no legally binding agreement between the Member and the guarantor.

**If the charterer agrees to procure a performance guarantee, Members should try to ensure that the relevant charterparty clause sets out clearly the charterer's obligations and the consequences if the charterer fails to comply with its obligations.**

*The issues highlighted above are not intended to be exhaustive. If Members are in any doubt, they should always consult the Association's FD&D team.*

# Lords lay down the law on late redelivery

The House of Lords has recently overturned previous decisions in the *Achilleas* late-redelivery case and clarified the law relating to compensation for charters which overrun.

As described in *Signals* issue 70, *Achilleas* owner Mercator Shipping Inc. appeared to have successfully recovered US\$1.3 million from charterer Transfield after a late redelivery. Towards the end of the charter, Transfield had given a 10-day definite notice of redelivery and Mercator had fixed a four-to-six month follow-on fixture with Cargill at US\$39,500 a day. However, Transfield redelivered the ship nine days late such that Mercator would miss the laycan for the Cargill fixture. With a falling market and faced with losing the follow-on fixture, Mercator was forced to accept Cargill's reduced offer of US\$31,500 a day. As the follow-on fixture lasted 192 days, Mercator was effectively out of

pocket by US\$1,364,584 due to the late redelivery and it was this sum they claimed from Transfield.

Based on previous legal decisions, Transfield argued that it only had to pay to Mercator the difference in hire between the original charterparty rate and the redelivery market rate for the nine days the charter period overran, a sum of US\$158,301. Unusually the arbitration tribunal and subsequently High Court and Court of Appeal awarded Mercator the full US\$1,364,584 sum on the basis it reflected its actual loss. All three held that the loss could have been foreseen if the ship was redelivered late.

## Loss not reasonably foreseeable

However, on 9 July 2008, the House of Lords reversed the three previous decisions. The Lords held that the most an owner will be entitled to recover when his ship is redelivered late is the difference between the original charterparty rate and the

redelivery market rate for the period that the charter overruns. They considered that at the time Transfield had entered into the charter with Mercator, neither party would have contemplated that an overrun of nine days would 'in the ordinary course of things' cause the owner the kind of loss for which it was claiming damages. That loss was not reasonably foreseeable and therefore could not be recovered.

The shipping industry now has certainty therefore, that - barring any special charterparty clauses - the most an owner will be able to recover from a charterer who redelivers late will be the difference between the original charterparty rate and the redelivery market rate, for the period of overrun.

The decision does not of course change the fact that an owner is still entitled to refuse an order for a last voyage which cannot be completed within the maximum charterparty period.



# New fumigation safety recommendations published

Recent operational accidents, including a crew fatality and a cargo fire, suggest that hazards associated with the use of fumigants are not fully understood.

The lack of understanding persists despite detailed information on the safe use of pesticides being published in appendix 8 of the IMO Code of Safe Practice for Solid Bulk Cargoes (BC Code) and the supplement to the International Maritime Dangerous Goods (IMDG) Code.

Following its 84th session earlier this year, the IMO has thus published revised recommendations on the use of pesticides in cargo holds and containers on board.

## Fumigation of cargo spaces

*MSC.1/Circ.1264 - Recommendations on the safe use of pesticides in ships applicable to the fumigation of cargo holds* - applies to the carriage of bulk cargoes in keeping with the requirements of the International Convention for the Safety of Life at Sea (SOLAS) chapter VI, regulation 4, as amended.

The hazardous properties of chemicals used and the technical nature of application necessitate the use of specialist contractors when fumigation is required. Fumigants act in a gaseous state irrespective of whether they are introduced in a solid or liquid form. Type, amount and length of exposure will be dependent on the size of the space, nature of the cargo and the length of the anticipated voyage. A 'fumigator in charge' appointed by the specialist contractor is required to provide the master with instructions specific to the fumigant being used and the method of application.

## Fumigation in port

Fumigation followed by ventilation in port should only be carried out after the crew have been landed ashore. Necessary access to the vessel must be strictly controlled by the fumigator in charge.

Any spaces that require crew occupancy during fumigation must be strictly monitored and non-essential crew should not be permitted to return on board until a gas-free certificate has been issued. This should only take place once all cargo spaces and adjacent accessible spaces have been tested and residual levels of gas dispersed.

## Fumigation continued during the voyage

An initial assessment of the suitability of cargo spaces by the fumigator in charge prior to fumigation is extremely important. Quite often difficulties can arise in rendering a cargo space gas-tight and particular care is required when assessing bilge/cargo-line systems and the adjoining bulkheads of accommodation or work spaces. Documentation of this inspection should be supplied to the master, detailing findings and the suitability of cargo spaces.

Fumigation should only be carried out at the discretion of the master. Masters must therefore be fully aware of the Flag State administration's regulations concerning in-transit fumigation. Recent accidents have occurred during fumigation on voyages after the contractor's expert has left the vessel. The master is expected to monitor the condition of the cargo and respond when necessary

to the escape of harmful gases, often without receiving a suitably comprehensive briefing from contractors.

Special precautions are required when fumigation is to be continued into a voyage. This should include appropriate training for at least two members of crew, who will act as the trained representatives of the master, responsible for ensuring the safe condition of accommodation and work spaces after the fumigator has handed over responsibility. The ship's crew should also receive a full briefing from the trained representatives before the fumigation takes place.

During the course of the voyage, all accommodation and work spaces adjacent to fumigated holds should be monitored at intervals not exceeding eight hours and more frequently if considered necessary by the fumigator in charge at the time of loading. A record of 'gas concentration safety checks', carried out at appropriate locations, should be recorded in the vessel's deck log book.

Entry into spaces under fumigation should be as a last resort in an extreme emergency, and only after the IMO recommendations for entering enclosed spaces included in the annex to IMO Resolution A.864(20) have been fully complied with.

At least 24 hours prior to arrival at the discharge port, the master is required to notify the appropriate authorities of the fumigation procedure and any ventilation that has taken place. Reception procedures on arrival for fumigated cargoes must also be established. On arrival, cargo spaces should be assessed by representatives from the fumigation company or other authorised individuals wearing appropriate respiratory protection. Any ventilation required should be carried out in such a manner that accommodation and work spaces will not be adversely affected.

Should hold access be necessary during discharge, personnel should be issued with appropriate respiratory protection and suitable continuous monitoring carried out to ensure the safety of those involved. Cargo spaces are required to be verified as gas-free when it becomes necessary for personnel to enter the hold at the final stages of discharge. Upon completion of discharge, the vessel should be fumigant free and certified accordingly with details recorded in the deck log book.

A description of fumigants suitable for shipboard use and model checklists for 'in-transit fumigation' are contained in the appendix to circular MSC.1/Circ.1264.

## Fumigation of cargo units

*MSC.1/Circ.1265 - Recommendations on the safe use of pesticides in ships applicable to the fumigation of cargo transport units* - applies to the carriage of goods in accordance with the requirements of SOLAS chapter VI, regulation 4, and the IMDG Code. When addressing hazards to personnel during the carriage of fumigated containers, it is worth bearing in mind that while the cargo may not be subject to the IMDG Code, fumigated containers are and, as such, should be marked with placards and documented accordingly.

The reasons for fumigation and the chemicals used may well be the same as those used for bulk cargoes.

However, once a fumigated container leaves the location where the fumigation has taken place, no-one can practically supervise the hazard unless they are aware of the fumigant.

## Fumigated containers which have been ventilated

Containers ventilated after fumigation should have warning signs posted to show that they are fumigant-free and therefore no longer subject to any other IMDG Code requirements.

Care is required after a container has been declared as ventilated, as gas can be held in packages of cargo, or sachets and tablets of fumigant trapped at the far end of a container.

## Containers loaded without ventilation after fumigation

Variations in loading conditions for containers that continue to be fumigated during the voyage necessitate case-by-case assessment. However, a period of approximately 24 hours is required to ensure consistent dispersal within the container has taken place.

Fumigated containers are assigned UN number UN3359, and as such should be carried in accordance with class 9 requirements.

Containers must be marked with warning signs where they can be easily seen by persons attempting to enter the container. The method of sealing should be sufficiently robust to only allow authorised entry. If locked, the locking mechanism should permit rapid access in an emergency. Stowage location on board the vessel should be at least 6m away from ventilation intake ducts, crew quarters and other regularly occupied spaces.

Transportation documentation required by the IMDG Code should include the type and amount of fumigant used as well as the date and time of fumigation.

Stowage below deck should be avoided if possible. However, if unavoidable, stowage below deck should only be permitted when mechanical hold ventilation can produce at least two hold changes per hour and maintain fumigant concentrations below the toxicity levels set by national agencies. When these requirements cannot be met, cargo spaces carrying fumigated freight containers should be treated as if under fumigation.

## Hazards to personnel

Great care is required if the ship's crew or other personnel are required to open a container declared as being under fumigation. Gas characteristics, detection, signs of use and residual levels vary from product to product. Material data sheets should be referred to before any access is attempted.

## Improving crew awareness

Whether fumigated cargo is carried in bulk or containers, all of those associated with or affected by its carriage must be made fully aware of the hazards involved and educated to enable them to respond accordingly should a leak be suspected or detected during the course of the voyage.

Crew should be made aware of gas characteristics including expected odour in the event of gas escaping.



# Nickel ore shipment problems continue

North of England has regularly highlighted problems associated with the carriage of nickel ore in *Signals* and in *Industry News* items on its website. Ken Grant of Minton, Teharne & Davies (S) Pte Ltd has previously written an article in *Signals 69* on the failure of the nickel ore mines to accurately determine the flow moisture point (FMP) and moisture content (MC) of lateritic nickel ore, which is essential for its safe shipment. In this new article he provides further information about problems with the carriage of nickel ore.

There are continued problems with the carriage of nickel ore, which has been exacerbated by an increase in the number of 'new' mines, where the operators may have little or no experience of its properties or shipment. Attempts to control its quality are being severely hindered by the mines more aggressive approach, in preventing attendance at the remote sites and threatening cargo experts and surveyors.

## 'New' operations

In the past year we have dealt with a number of problems on the Indonesian Island of Sulawesi. Generally, we expect further problems as new mines have also started operation on the islands of Halmahera and Papua. Not all of these mines have testing facilities, with the flow moisture point (FMP) being "estimated", which is contrary to SOLAS and the BC Code. When facilities are available they tend to focus on the nickel content of the ore to maximize its value. The ore is an inhomogeneous mixture of fine clay-like particles and larger rock-like particles, which needs to be sampled and processed to give a homogeneous fine powder for analysis. Processing cannot be accurately achieved when the cargo is too wet, but it is facilitated by natural drying. We have observed these samples also being used to determine the commercial moisture content (MC) of the cargo, which receivers use to minimise the amount of water they are paying for. This commercial MC has also been used to represent the

MC of the cargo to be shipped. This is not acceptable as the MC of the partly 'air dried' sample is no longer representative of the cargo from which it was taken. Also, as it is the fines/clay like material that undergoes liquefaction (the stones will not liquefy, but their presence will not prevent liquefaction of the cargo), it is critical that we know the MC of this fraction for comparison with transportable moisture limit (TML); the latter being determined only on less than 7mm particles. The larger stones have a significantly lower MC and their inclusion in the MC samples can make it appear that the cargo is below TML, while the liquefiable portion is actually above TML.

It is also important not to confuse the commercial MC with FMP. Even though a receiver may be willing to accept cargo with a MC of 35% by weight, it can only be accepted by the vessel if this is below TML.

## Established operations

Identification of a 'flow state' is required for determining a FMP. We reported previously that the Halmahera mines used a sample cone expansion of 3mm to identify a 'flow state'. During a recent visit to one of these mines, the operators had changed this criterion to a subjective change in the shape of the cone.

Appendix 2 of the BC Code states that when the FMP is passed "the moulded sides of the sample may deform". Despite the cone being deformed, with a recorded cone expansion more than 6mm, it was regarded as being below FMP. The sample was not failed until the cone had expanded by a massive 20mm with a declared FMP of 33.8% (see adjacent photographs). The previous criterion would have given a FMP less than 31%. The mine were unable to justify their change of methodology, which ignored all the key indicators of a flow state (see page 252 of BC Code – 2004 Ed.), and enabled them to ship wetter cargo at a greater risk to the carrier.



Typical shape of sample cone prior to testing



Change in shape of sample cone after testing, corresponding to a 6.5 mm cone expansion



Sample cone after testing with 20 mm expansion at base

## Liquefaction of lateritic nickel ore

Lateritic nickel ore is known to liquefy. In 1988 the Mega Taurus was carrying ore from the Philippines when it capsized with the loss of all 20 crew. In 1998 the Sea Prospect was shipping ore from Indonesia when it capsized with the loss of 10 lives. Other vessels have been more fortunate. In 1990 the Oriental Angel developed a list after loading cargo in New Caledonia; this being repeated in 1999 with the Padang Hawk. The same fate befell the Jag Rahul in 2005 when carrying ore from Indonesia. In December 2007 we attended a vessel after its Philippine cargo had liquefied (see adjacent photograph).

Through correspondence with interested parties I am aware of many other incidents that go unreported, as the vessels have managed to reach discharge port without serious incident (although not without significant risk). This has a negative impact on attempts to improve safety, as it is perceived that there is no problem. I would encourage ship owners and charterers to monitor their shipments of nickel ore for evidence of cargo movement and accuracy of shipper's declarations. In this respect MTD (Singapore) are happy to act as a focus point and we are currently collating a database. The more knowledge we have on nickel ore the safer we can make its shipment.

The Association is grateful to Ken Grant for providing this article. Minton, Teharne & Davies (S) Pte Ltd, 50A Bussarah Street, Singapore 199466. Tel: +65 6341 5060, email: mtd@minton.com.sg, website: www.minton.co.uk



Liquefied lateritic nickel ore



# New Cargo Convention

## Getting ready for the Rotterdam Rules

A new convention on Contracts for the International Carriage of Goods Wholly or Partly by Sea – likely to be referred to as the 'Rotterdam Rules' – has been finalised by a working party of the United Nations Commission on International Trade Law (UNCITRAL). The convention is expected to be adopted by the United Nations General Assembly in November 2008 and will then come into force 12 months after 20 states have ratified it.

The convention seeks to codify almost all aspects of maritime carriage. If ratified, it may significantly increase the burden of liability of ship owners in respect of cargoes they carry. In particular the long established exclusion of nautical fault will be lost in its entirety. Maritime carriers will be responsible for physical loss or damage resulting from delay but not for economic loss, unless subject to agreement between the carrier and shipper. Shipowners will also become liable for the negligence of so-called 'maritime performing parties' such as sub-contracted sea carriers, stevedores and terminals. The obligation to exercise due diligence in relation to seaworthiness of a vessel has been extended to the duration of the voyage, rather than restricted to before and at the beginning of the voyage as under the Hague and Hague-Visby Rules.

The effect of the new convention may not, however, be wholly negative. Its scope will extend to door-to-door carriage as well as tackle-to-tackle and port-to-port carriage. Many of the beneficial aspects of existing conventions and regimes are retained.

Some of the principal aspects of the new convention are summarised below.

## Terminology

The Rotterdam Rules adopt new terminology referring to 'transport documents', which will include all forms of contracts of carriage including electronic documents. The terms bills of lading, waybills and so on are likely to continue to be used in practice – indeed this article continues to refer to bills of lading.

## Maritime Performing Parties

The Rotterdam Rules will introduce the concept of a 'maritime performing party', which is a party other than the contracting carrier who performs any part of the sea leg or provides services ancillary to the sea leg. Stevedores and terminals acting normally as sub-contractors of the carrier would become 'maritime performing parties'. Such a performing party would be subject to the same liabilities and responsibilities as the carrier whilst it has custody of the cargo, but the carrier remains liable for the whole of the performance of the contract of carriage. Sub-contractors who perform a non-maritime leg such as road hauliers or rail operators would be excluded from the operation of the convention. The fact that the carrier may be liable, under the convention, for the acts of a 'maritime performing party' represents a potential increase in

the carrier's exposure in much the same way as the 'actual carrier' concept introduced in the Hamburg Rules.

## Period of responsibility

The carrier will be responsible from receipt of the goods into its care until their delivery. This goes further than the Hague-Visby Rules which extend only from loading to discharge. The rules allow for mandatory delivery to a third party, such as a customs or port authority, and for a shipper and carrier to agree that parts of the contract of carriage are not to be the carrier's responsibility – which should be stated on the bill of lading.

## Issuing bills of lading

Issuing bills of lading remains much the same as the present practice, although 'apparent order and condition' is defined and the number of originals must be inserted on any negotiable bill of lading. The convention also specifically provides that the carrier may clause a bill of lading, which should assist Members in disputes with shippers at load ports.

## Carriers' obligations

Carriers' obligations are similar to those in the Hague-Visby Rules although, most importantly, there is an obligation to exercise due diligence to keep the vessel seaworthy during the voyage as well as before and at the beginning. The duty to care for the cargo is expressed in much the same terms as in the Hague-Visby Rules.

## Deck cargo

Deck cargo is specifically provided for in the convention which seeks to clarify the position for certain trades, such as container shipping. Such carriage is permitted if it is required by law or is in accordance with the contract of carriage or if it is the practice of the trade or if the cargo is in containers/vehicles fit for the purpose, which are stowed on decks fitted to carry them. Unless the cargo is in such containers/vehicles, bills of lading should still state that carriage is on deck.

The carrier is not liable for the special risks of carriage on deck but, if not carried in accordance with the special provisions set out in the convention, the carrier will not be entitled to benefit from the exceptions from liability and may not limit liability if it had agreed under-deck carriage with the shipper.

## Delivery

The carrier can demand acknowledgement of receipt by the consignee or the receiver and may, in fact, withhold delivery unless such receipt is given. This may afford carriers an opportunity of avoiding spurious claims if the form of the receipt used requires the person taking delivery to confirm the 'apparent order and condition' of the goods on receipt.

The convention also makes provision as to what the carrier should do if no-one comes forward to take delivery. The carrier can request instructions from

the bill of lading holder, the shipper or the party which arranged the shipping documents (in that order), and these parties are obliged to give instructions as to delivery. Such instructions supersede the terms of the bill of lading and delivery in accordance with them is good delivery.

If the goods are still undelivered, the carrier is permitted, after having given notice, to deal with the goods as reasonably required and at the expense of the goods.

## Carriers' liability

Carriers' liability is similar to that under the Hague-Visby Rules except that the carrier will be liable for delay as well as for loss or damage where the time of delivery is agreed in the contract. There is still a list of defences to carriers' liability which are largely the same as in the Hague-Visby Rules, but which omit the nautical defences such as error of navigation. A new defence of damage arising out of measures taken to avoid environmental damage is added.

As regards liability for delayed delivery of the cargo, it is unclear whether the agreement or the time by which the cargo has to be delivered should be express or can be implied. No doubt courts in some countries will seek to imply agreement by reference, for example, to the vessel's published schedule in a liner trade.

## Time limits

Cargo interests should give notice of loss of or damage to the goods at the time of delivery where the loss or damage is apparent or within seven working days if not apparent. Notice does not have to be given in respect of loss or damage which is ascertained in a joint inspection involving the contractual or actual carriers. Notice of a claim for delay must be given within 21 days of the date of actual delivery of the goods.

Claimants have two years as from the date of delivery to bring their claim and agreed extensions are permitted. Claims may be used as set-off even after the two years has expired and claims for an indemnity may be commenced, in specified circumstances, after the two years.

## Damages

Damages are calculated by reference to the value of such goods at the place and time of delivery. This is deliberately designed to disallow claims of consequential losses. Different values may be agreed between the shipper and carrier in the same way as present ad valorem bills.

## Limitation of liability

The convention provides for a package and weight-based limitation system as is the case in Hague-Visby. Limits of liability have been set at 875 Special Drawing Rights (SDR) per package or 3 SDR per kilogram of goods subject of the claim, whichever is the higher. The requirements for breaking the carrier's right to limit liability remain the same as



those in the Hague-Visby rules. The carrier will lose the right to limit liability if the claimant proves that the loss, damage or delay results from a personal act or omission done with intent or recklessly knowing that the loss or damage would probably result.

### Recovery from the shipper

The shipper is obliged to deliver the goods to the carrier in such condition as they will be able to withstand the rigours of the intended carriage and will not cause harm to persons or property. They are also to give carriage instructions or information about the goods to enable the carrier to carry them safely. The carrier and the shipper must provide each other with such information as each has or has the ability to provide in order to achieve safe carriage. The shipper will be liable to the extent that the carrier shows that loss or damage arose as a result of the shipper's failure in respect of its obligations.

As for dangerous goods, the shipper is required to mark them and inform the carrier of their properties. The shipper will be liable to the carrier for the consequences of a failure to discharge these obligations, except where the carrier was already aware of the dangerous nature of the goods.

### Jurisdiction and arbitration

The new convention deals with jurisdiction and arbitration and the relevant provisions are essentially based on the overly restrictive approach of the Hamburg Rules. Under the convention, cargo owners are effectively able to choose from a number of jurisdictions where they can sue the carrier and exclusive jurisdiction agreements contained in contracts of carriage largely do not have primacy. However, the provisions are subject to an opt-in by states and it is most unlikely, for example, that EU states will opt-in.

### Volume contracts

The convention provides that, in certain circumstances, those entering into 'volume contracts', (e.g. contracts of affreightment or service contracts) may derogate from the rules. By the nature of such contracts, they are likely to involve only major shippers and larger carriers, both of whom will no doubt have the benefit of legal advice when negotiating such contracts.

However, as with all occasions when internationally agreed regimes of liability are varied, Members should be careful to ensure that they keep the Association informed so that additional insurance can be purchased if necessary.

*This article only provides a brief summary of the new convention. Members with specific questions or who require further information should contact Mike Salthouse, Adrian Durkin or Peter Scott at the Association.*

## Draught surveys follow-up

An article on draught surveys published in *Signals* 72 drew Members' and ship masters' attention to the importance of such surveys when defending shortage claims on bulk carriers and offered suggestions on how to avoid errors when carrying out such surveys.

In addition to prompting an editorial in *Lloyd's List* on 28 July 2008, a number of responses have been received from readers that raise some useful additional points.

With regard to completion of draught survey working papers, it is suggested that these are completed in ink rather than pencil so figures cannot be erased and replaced. If a mistake is made, it can be crossed out and the changes initialled by relevant parties on both the initial and final survey working papers.

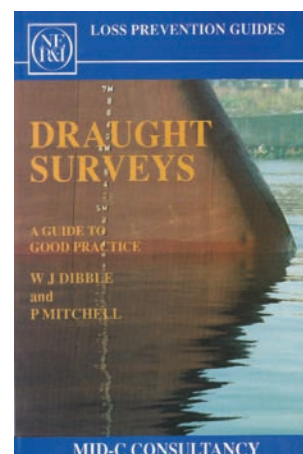
With regard to taking density samples, the article suggested they should be taken from half-draught depths from at least two offshore and two inshore locations.

However, in some parts of the world, local conditions may mean the water is subject to tidal changes or changing density stratification at various depths, significantly affecting the result. If this is the case, additional density samples at intervening depths should be taken. It is therefore important for ships' officers to be

aware of local conditions when preparing for a draught survey.

*North of England is grateful to Joseph Lynn, Port of Mobile, US, and Tim Stanley, Richards Bay, South Africa, for their feedback.*

*The Association's loss-prevention guide Draught Surveys – A Guide to Good Practice provides a detailed description of the information, equipment and procedures required to complete an accurate survey report. Members can order additional copies from the loss-prevention department.*



## IMO publishes companion to the BLU Code

The International Maritime Organization (IMO) has published a new manual on loading and unloading of solid bulk cargoes for terminal representatives. Entitled the *BLU Manual*, it is intended to be used as a supplement to the Code of Safe Practice for the Safe Loading and Unloading of Bulk Carriers, otherwise known as the BLU Code.

The BLU Code was developed as one of a number of measures to improve the operation and structural safety of bulk carriers. Its purpose is to provide guidance to masters of bulk carriers, terminal operators and other parties for the safe handling of solid bulk cargoes.

The new manual is designed to provide more detailed guidance on good practice, regardless of ship size, terminal capacity or cargo quantity, to terminal representatives and others involved in the handling of solid bulk cargoes.

The publication is primarily intended to assist terminal representatives understand the key issues to be dealt with at the interface between the ship and terminal. However, it should also assist ships' personnel to understand the issues involved from a terminal perspective.

Guidelines include relevant text from the BLU Code accompanied by an explanation or

interpretation from a terminal representative's point of view. Subjects include the suitability of ships, preparations required pre-arrival and prior to loading/unloading, ballast operations and the avoidance of cargo damage during handling.

*The BLU Manual is published by IMO Publications: ISBN 978 92 801 1492 8*





## Avoiding piracy off Somalia

Piracy off Somalia has become a very serious problem with a spate of hijackings and attacks over recent months.

In *Signals 72* it was noted that the safe recommended distance from Somalia's Indian Ocean coastline is 200 nautical miles, but even this is no guarantee of safety as pirates are now targeting vessels much further off the coastline than was previously the case.

With ships now staying a long way off Somalia's Indian Ocean coast it is now clear that the pirates are becoming increasingly sophisticated and daring and are targeting ships transiting the Gulf of Aden on the way to and from the Red Sea and Suez Canal.

Members and ships' masters should therefore carefully consider their voyage planning and reporting arrangements in the region.

### Recommended Gulf route

A Maritime Security Patrol Area (MSPA) has been established in the Gulf of Aden. This area is being patrolled by a force of coalition navy warships and aircraft. The establishment of the MSPA is intended to improve security while governments and the International Maritime Organization continue to work for a long term solution.

The waypoint coordinates of the route are shown in the adjacent box and form a corridor off the coast of Yemen, as the area of highest pirate activity is to the south of this area.

In addition, ships transiting the Gulf have been recommended not to pass between the island of Socotra and Somalia, and to remain at least 50 nautical miles to the north or east of the coast of Socotra.

### Reporting procedures

The UK Royal Navy's Maritime Trade Operations (UKMTO) runs a merchant vessel voluntary reporting scheme. Although the UKMTO team focuses on supporting UK-flag and UK-interest shipping in the area, it is available to provide support across the entire maritime industry regardless of Flag State or ownership. Details of the voluntary reporting scheme are shown in the adjacent box.

The International Maritime Bureau (IMB) piracy reporting centre coordinates reports and issues alerts about pirate-type activities and publishes a *Weekly Piracy Report* on the internet containing details of areas at risk, suspicious craft and attacks.

Members and ships are advised to maintain anti-piracy watches in areas at risk and report immediately any attacks and suspicious movements of craft to UKMTO in the first instance and then to the IMB piracy reporting centre. Details are shown in the adjacent box.

The latest information about piracy is available in the Association's *Industry News* article 'Piracy: Worldwide Updates' on the Association's website: [www.nepia.com](http://www.nepia.com)

### Maritime Security Patrol Area (MSPA)

The waypoint coordinates of the suggested corridor through the Gulf of Aden, which is patrolled by coalition navy forces, are as follows:

12 15N 45E	12 35N 45E
13 35N 49E	13 40N 49E
14 10N 50E	14 15N 50E
14 35N 53E	14 45N 53E

### Royal Navy MTO merchant vessel voluntary reporting scheme

Ships of any flag or ownership are invited to report, on a voluntary basis only, to the UK Royal Navy Maritime Trade Operations (UKMTO) team on passing the following reference points

- Suez for vessels entering or leaving the region via the Red Sea
- 5S for ships entering or leaving the region via the Indian Ocean (south)
- 78E for ships entering or leaving the region via the Indian Ocean (east).

The initial report should contain the following

- ship name
- international radio call sign
- Flag State
- IMO number
- maritime mobile service identity
- Inmarsat telephone number including satellite prefix
- telex and fax number
- email address
- name of company having day-to-day management
- type of ship
- date/time of current position course and speed
- itinerary in the region with route way points and destination port(s)
- British personnel onboard (if any).

Subsequently ships are requested to report their noon positions and speed, actual departure times and estimated arrival times at ports and destination when outward bound from the defined area. All timings are requested in UTC and the preferred method of communication is email.

Telephone: +971 50 552 3215

fax: +971 4 306 5710, email: [ukmto@eim.ae](mailto:ukmto@eim.ae)

### IMB Piracy Reporting Centre

The IMB Piracy Reporting Centre coordinates reports and issues alerts about pirate-type activities and publishes a *Weekly Piracy Report* on the internet containing details of areas at risk, suspicious craft and attacks.

Information is available from the IMB Far East regional office, PO Box 12559, 50782 Kuala Lumpur, Malaysia. Telephone: +60 3 2078 5763, fax: +60 3 2078 5769, email: [imbkl@icc-ccs.org](mailto:imbkl@icc-ccs.org), website: [www.icc-ccs.org](http://www.icc-ccs.org)

There is also a 24-hour anti-piracy helpline. Telephone: +60 3 2031 0014.

## Bunkers Convention enters into force

The International Convention on Civil Liability for Bunker Oil Pollution 2001 (Bunkers Convention) will enter into force in states party to the convention on 21 November 2008.

North of England, along with the other clubs in the International Group of P&I Clubs, will be issuing the required Bunkers Convention 'blue cards' to enable convention states to issue appropriate certificates to Members.

Members registered in a convention state only need to obtain a certificate from that state. This will then be treated as evidence of insurance when calling at any port or terminal in any other convention state.

Ships flagged in non-convention states must also obtain a certificate from a state signatory to the convention. The number and identity of states prepared to issue certificates to ships flagged in non-convention states continues to develop and Members can obtain an up-to-date position by contacting the Association, or by downloading club circulars on the convention.

### Application forms on website

All Members still requiring certification are urged to contact the Association immediately to commence the application procedure. A blank schedule for vessel details can be downloaded from the Bunker Convention circular dated 8 July 2008 on the Association's website.

### War risks not included

Blue cards will be issued on condition that when any payment by the Association under the certificate is in respect of war risks, Members shall indemnify the Association to the extent that such payment is recoverable under Members' P&I war risks policies – or would have been recoverable if Members had maintained and complied with the terms and conditions of a standard P&I war risks insurance policy. By requesting a blue card, Members will be deemed to have agreed these conditions.

Members requesting blue cards should thus ensure that they have P&I war risks cover on standard terms with a separate limit for P&I liabilities. Members should also contact their primary war risks underwriters to notify them of the assignment of rights/recovery under the policy.

*A Loss Prevention Briefing has been prepared with more information and answers to frequently asked questions about the Bunkers Convention. This can be downloaded from the Association's website: [www.nepia.com](http://www.nepia.com)*





# Anchoring – luck or judgement?

Seamanship books say that the more cable a ship has out when anchored, the less likely it is to drag its anchor. A common 'rule of thumb' is that the amount of anchor cable should be at least four times the depth of water.

But is this always sufficient – and what are the options when the weather deteriorates? This is a question the Association wishes to put to *Signals* readers by asking for responses to a case study.

## Case study

A handy-size bulk carrier has anchored off an imaginary UK port in position 50°10'N, 3°50'W (see chart below) on 15 January. The anchored position is about 2.5 nautical miles off the coast, near the inner limit of the designated harbour anchorage, in 22m of water. The ship has four shackles on the port anchor and is sheltered from the wind, which is currently southerly force 4. There are 11 other ships in the anchorage.

The ship is expected to berth in the next two to three days and, in preparation, the master has reduced the ballast to a minimum to maintain 50% propeller immersion (the propeller axis is submerged by one propeller radius with the upper propeller blades just below the waterline). During the afternoon and evening of 15 January, the wind continues to blow from the south at about force 3 to 4 with good visibility.

At 1115 on the morning of 16 January the third mate on anchor watch calls the master to the bridge to view the following weather forecast received by Navtex.

Issued by Bracknell UK at 0800

UTC 16 January

General Synopsis

At 1600 UTC low 49 North 26 West 972 expected 59 North 12 West 961 by 1700 UTC.

Area forecast for the next 24 hours

Fitzroy: South-westerly veering westerly 7 to severe gale 9. Rain at times. Moderate becoming good.

Sole: South-westerly veering westerly 7 to severe gale 9. Rain at times. Moderate becoming good.

During the afternoon of the 16 January, the wind veers to the south west but remains at about force 4. The master decides to lay out a further three shackles on the port anchor in anticipation of the worsening weather and later that evening he writes his night orders asking the officer of the watch to call him 'at 0500 so that the situation can be reviewed or at any earlier time should the weather deteriorate significantly'.

The master goes to his cabin for the evening, wondering whether he will get called before 0500 and if so what he should do to deal with the situation that confronts him. The master has a number of options to consider and these include

- veer more cable to increase the holding power of the anchor and its cable

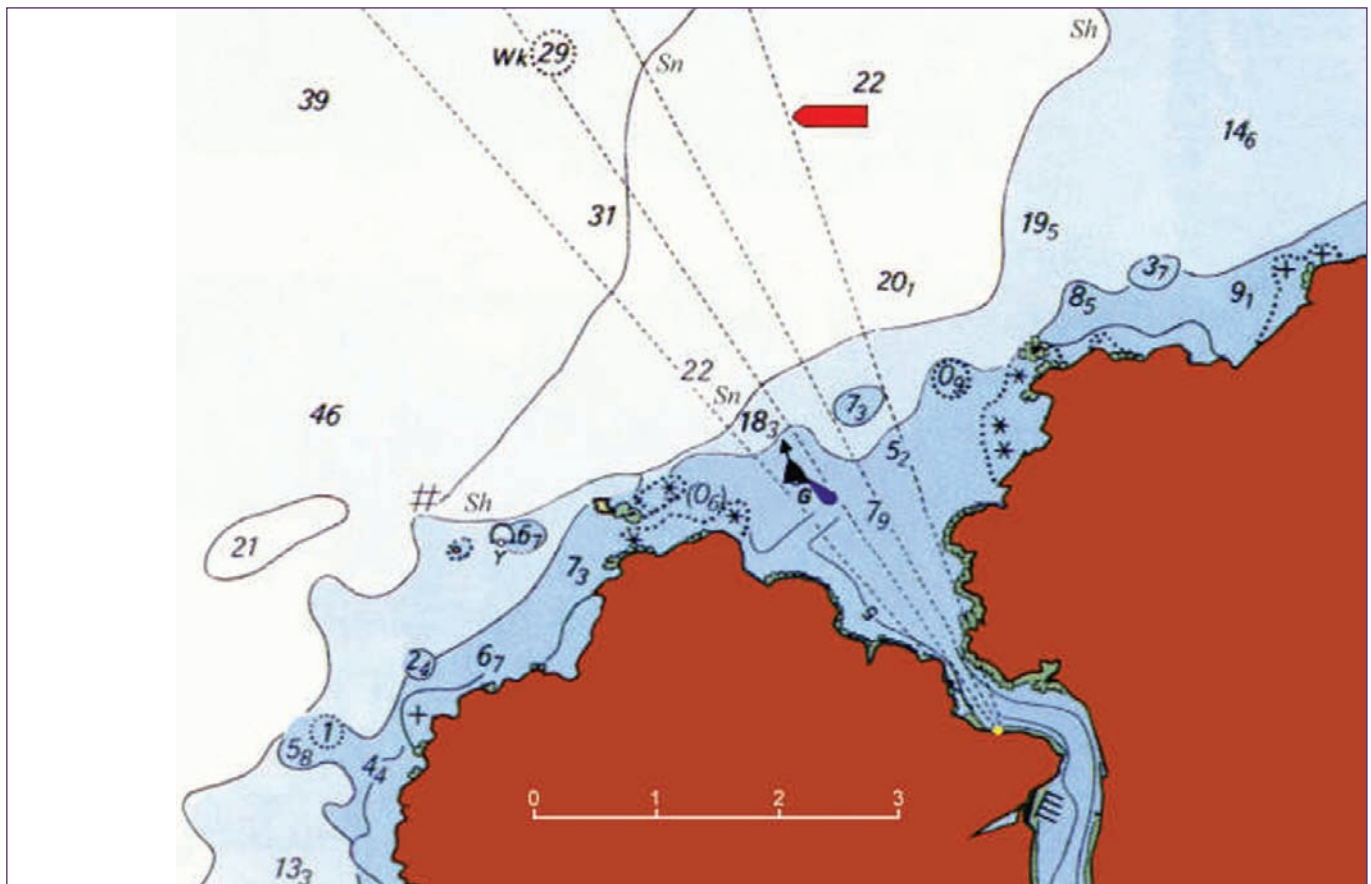
- put out the second anchor to increase the combined holding power and reduce the movement about a single anchor
- use the ship's engines to steam onto the anchor and reduce the strain on the anchor and its cable
- weigh anchor and proceed to sea to ride out the bad weather.

## What do you think?

What do you consider to be the most prudent course of action and why? Please submit your answers in confidence to the Association's risk management department (contact details below).

The additional factors that the master should consider will be discussed in the next issue of *Signals* (74) along with a suggested solution.

Answers should be sent by fax or email to Andrew Kirkham at the Association's loss prevention department. Fax: +44 191 261 0540, email: [loss.prevention@nepia.com](mailto:loss.prevention@nepia.com)  
All solutions submitted that match the decision taken by a panel at the Association will be entered into a prize draw.





## USA update

### Non-tank vessel response plans

From 22 August 2008, the US Coast Guard (USCG) has been enforcing the requirement for owners and operators of non-tank vessels operating in US waters to prepare and submit a non-tank-vessel response plan (NTRVP) in accordance with the requirements of the Coast Guard and Maritime Transportation Act of 2004.

Although the Act is applicable to self-propelled vessels of 400 GT or more carrying oil as fuel for main propulsion, interim enforcement will focus on the screening of non-tank vessels of 1,600 GT or more prior to their port arrival.

### Enforcement of oily-water-separator violations

The Environmental Crimes Section (ECS) of the Department of Justice and USCG have continued to reinforce their commitment to trace, investigate and prosecute all violations of the International Convention for the Prevention of Pollution from Ships (MARPOL).

Cases are not generally tried on allegations of discharge of engine waste but on the fact that the oil record book does not contain truthful entries of any such discharges. Prosecutions are on the basis of false records having been presented to USCG.

Recent security demands for alleged MARPOL violations include bonds exceeding US\$1.5 million and the removal and detention of more crewmembers for extended periods of time. Owners are having to pay substantial sums of money under security agreements only later to have the matter dismissed because the allegations were either false or the government had insufficient evidence. In such circumstances, the owner has no recourse against the government to recover the costs incurred, including legal fees.

The US Defence Bar is challenging the US government and has succeeded in persuading the Court of Appeal that time spent in prison for oily-water-separator cases is not supported by the sentencing guidelines. Also there have been recent challenges against the amount of security demanded by USCG and a judge has stated that appropriate security would be a bond in the amount of US\$500,000. If upheld this could weaken USCG security agreement demands.

ECS and USCG also actively publicise that they will pay substantial sums of money to any whistleblower

providing information of wrongdoing leading to a conviction. The US government has also been challenged on cases where whistleblowers are believed to have falsified allegations of wrongdoing to get a reward.

There are two pending appeals challenging the government's jurisdiction for events that occur on the high seas and which under the MARPOL treaty should be referred to a Flag State. Rulings are expected in the coming months.

### New California air-emission regulations

Despite a legal ruling by the US Ninth Circuit Court that the proposed Californian regulations pre-empt the federal Clean Air Act and enforceability of the Californian legislation is questionable, the California Air Resources Board (CARB) has recently announced it will be enforcing the CARB legislation, pending a further decision by the court.

CARB's new measure requires ocean-going vessels within 24 nautical miles of California's coastline to use low-sulphur marine distillates in their main and auxiliary engines and auxiliary boilers. The regulation is intended to be implemented in two steps, each requiring lower sulphur content in the fuel. The first step, effective from 1 July 2009, would reduce the limit of sulphur in diesel oil to 0.5% and the second, effective from 1 January 2012, would implement a further reduction to 0.1%.

Both US and foreign-flagged vessels would be subject to the regulation, which is the most stringent and comprehensive requirement for marine fuel-use in the world. It would however seem that the USA may shortly ratify MARPOL annex VI, which may force California to retract its state legislation.

### Container seals

From 15 October 2008, the US Customs and Borders Protection (CBP) will require that every container shipped to the USA is secured with a high-security seal.

Although the amendment to the Safe Port Act is a new regulation, current C-TPAT operational procedures have required the use of similar seals for some time. Seals are required to satisfy the standards described in international standard ISO/PAS 17712 - Freight containers - mechanical seals.

## IMO update

### Making cabin balconies safer

Amendments to the International Convention for the Safety of Life at Sea (SOLAS), chapter II-2, and the International Code for Fire Safety Systems (FSS Code) to strengthen the fire protection arrangements on cabin balconies on passenger ships entered into force on 1 July 2008.

### Reducing lifeboat accidents

Also entering into force on 1 July 2008 was an amendment to SOLAS, chapter III, regulation 19.3.3.4, concerning provisions for the launch of free-fall lifeboats during abandon-ship drills. The amendment allows the lifeboat to either be launched by free-fall with only the required operating crew on board, or lowered into the water by means of the secondary means of launching without the operating crew on board. The aim is to prevent accidents with lifeboats occurring during abandon-ship drills.

### Protecting ballast tanks

Amendments to SOLAS, chapter II-1 make the performance standard for protective coatings of dedicated seawater ballast tanks mandatory on all new ships and for double-side skin spaces of bulk carriers. The performance standard applies to ships for which the building contract is placed on or after 1 July 2008 or, in the absence of a building contract, the keels of which are laid on or after 1 January 2009, or the delivery of which is on or after 1 July 2012.

### AFS 2001

The International Convention on the Control of Harmful Anti-fouling Systems on Ships (AFS 2001) entered into force on 17 September 2008. Compliance is certified by an International Anti-fouling System Certificate (for ships of at least 400 GT) or by a Declaration of Anti-fouling System (for ships of less than 400 GT but at least 24m length).

### MARPOL annex IV

MARPOL annex IV (sewage) entered into force on 27 September 2008 for existing ships and introduced requirements for ships' equipment - such as treatment plant and control of sewage discharge. An "International Sewage Pollution Prevention Certificate is issued after an initial survey under the provisions of the harmonised system of ship survey and certification (HSSC).

### Ballast water management

From 1 January 2009, at the time of the first intermediate or renewal survey, existing ships with

## New TMSA published

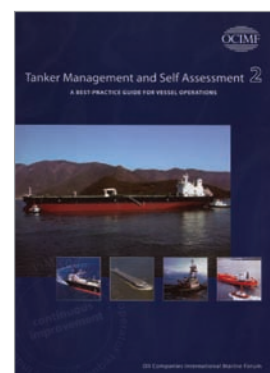
The Oil Companies International Marine Forum (OCIMF) has released a second edition of *Tanker Management and Self Assessment (TMSA 2)*.

TMSA 2 includes updated guidance based on the experience and feedback from OCIMF members, vessel operators and other industry organisations. The update also ensures consistency with current international conventions and industry practices.

One of the primary changes is in expanding the scope of TMSA to help encourage the programme to be fully utilised by all tank vessel operators, including those operating small coastal vessels and barges.

*TMSA 2 is published by Witherby Seamanship International Limited. Website: [www.witherbyseamanship.com](http://www.witherbyseamanship.com)*

*ISBN 9781905331239*





ballast water capacity of between 1,500m<sup>3</sup> and 5,000m<sup>3</sup> will be required to comply with either the ballast water exchange standard (D-1) or with the performance standard (D-2). After 1 January 2014, D-2 must be complied with.

Ships built from January 2009 to January 2010 with a ballast capacity of less than 5,000m<sup>3</sup> will have to comply with either D-1 or D-2. After 1 January 2012, D-2 must be complied with.

**Long-range identification and tracking**  
With SOLAS chapter V, regulation 19 (long-range identification and tracking (LRIT)) entering into force on 1 January 2009, governments will be able to identify and track ships navigating within 1,000 nautical miles of the coast. The LRIT system is intended to be operational with respect to the transmission of LRIT information by ships from the 30 December 2008. It is applicable to ships constructed on or after 31 December 2008 and with a phased implementation schedule for ships constructed before this date.

#### New guidelines published

The IMO has also recently issued a number of guidelines that were approved by its maritime safety committee at its 84th session in May 2008, including the following

- MSC.1/Circ.1255 – Guidelines for Owners/ Operators on Preparing Emergency Towing Procedures
- MSC.1/Circ.1261 – Prevention of Maritime Accidents Due to Driftwood and Other Floating Obstacles
- MSC.1/Circ.1267 – Amendments to Revised Guidelines for the Approval of Equivalent Fixed Gas Fire-Extinguishing Systems
- MSC.1/Circ.1270 – Revised Guidelines for the Approval of Fixed Aerosol Fire-Extinguishing Systems Equivalent to Fixed Gas Fire-Extinguishing Systems
- MSC.1/Circ.1271 – Guidelines for the Approval of High-Expansion Foam Systems Using Inside Air for the Protection of Machinery Spaces and Cargo Pump-Rooms
- MSC.1/Circ.1275 – Unified Interpretation of SOLAS chapter II-2 on the Number and Arrangement of Portable Fire Extinguishers on Board Ships
- MSC.1/Circ.1278 – Guidance on Wearing Immersion Suits in Totally Enclosed Lifeboats
- MSC.1/Circ.1279 – Guidelines for Corrosion Protection of Permanent Means of Access Arrangements
- MSC.1/Circ.1280 – Night-Time Lookout – Photochromic Lenses and Dark Adaptation.

#### London Protocol Compliance Group launched

The newly formed London Protocol Compliance Group is due to hold its first meeting in October 2008 following concerns expressed by the secretariat for the London Convention about the low volume of dump permits being issued. The aim of the group is to identify individual and systematic cases of non-compliance with the 1996 Protocol and recommend measures for the meeting of parties to promote and improve compliance.

## Training and education services

North of England has provided training and education services to assist Member's own programmes for many years. In addition to the seminar and workshop visits loss prevention staff make to Members' own offices, the principal services currently offered are summarised below.

#### Distance learning course

North of England's unique distance learning course provides an introduction to the subject of marine liability insurance and also lays a foundation to many other aspects of maritime law. The course is suitable for sea and shore staff and the material supplied contains everything needed to complete the training programme, including study notes, supporting books and other material to provide in-depth coverage of the topic areas.

#### Residential training course

The Association's annual residential training course in P&I insurance and loss prevention will take place from 12 to 19 June 2009 near Newcastle, UK. The course consists of three distinct parts providing an introduction to ships and shipping, and introduction to P&I insurance and a more detailed look at P&I insurance. Delegates can choose which part or parts they attend and the course is therefore suitable for people with a widely different range of experience.

#### In-house training for Member's staff

A structured, individual, training programme is available for Members' staff to receive one-to-one training in many aspects of P&I insurance, claims handling and loss prevention.

No charge is made for this training although Members are expected to pay for their own travel and accommodation costs.

*Members requiring further information about any of the above services should contact Denise Huddleston or Adele Lathan in the loss prevention department: [loss.prevention@nepia.com](mailto:loss.prevention@nepia.com)*

*Information is also available on the loss prevention pages of the Association's website: [www.nepia.com](http://www.nepia.com)*



*Julio Cesar, Amadis, Cuba (standing second from right) with members of the risk management department*



*Andy Kirkham, North of England, with a group of seafarers, London Ship Managers, Sri Lanka*



*Seminar at North of England's 2008 residential course*



*Study group at North of England's 2008 residential course*

## Loss-prevention feedback

The Association is interested to receive feedback about *Signals* and other loss-prevention publications and services. Members are very welcome to contact the Association if there are any topics that they or their seafarers would like to be covered in future issues of *Signals*, any ways in which the loss-prevention service can be improved, or if there is any information that has been particularly useful.

*A feedback form is provided on the back of the cover sheet dispatched with every issue of Signals. A copy of the form can also be downloaded from the risk-management pages on the Association's website: [www.nepia.com](http://www.nepia.com)*

**FEEDBACK FORM**

**TELL US ABOUT THIS FORM**  
We are interested in your views on this form and on the way we provide our publications and services. Your feedback will help us to improve our publications and services. We will use your feedback to help us to improve our publications and services. We will not use your feedback for any other purpose.

**HOW DO YOU RATE OUR PUBLICATIONS?**  
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 How often do you read this publication? \_\_\_\_\_  
 How useful do you find this publication? \_\_\_\_\_  
 Please provide any other comments or suggestions (optional)

**NORTH**



# New online loss-prevention initiatives launched

A number of improvements have been made to North of England's loss-prevention pages as part of an overall revision of the Club's website.

Changes include an upgrade of the popular online *Industry News* service, which provides Members with information about current issues, changing legislation and any potential difficulties with particular cargoes or trades.

*Industry News* items can now be filtered by category or geographical area, as well as sorted by topic or date, to enable Members to find items of interest more easily. There is also a comprehensive search facility. *Industry News* items are available using an RSS (really

simple syndication) feed, enabling items to be delivered directly to Members' own computers as soon as they are published.

## New briefings

A new series of online *Loss Prevention Briefings* is also being published on the loss-prevention pages to provide concise information about common topics of concern to Members.

The new briefings, which are in pdf format, are divided into categories covering people, cargo, ship and legal issues and will be updated as current information changes. The topics covered initially range from stowaways to the carriage of nickel ore and lifeboat safety. More topics will be added in due course.

Members can access *Industry News* and download the new *Loss Prevention Briefings* from the loss prevention pages of the Association's website: [www.nepia.com](http://www.nepia.com)



## Signals Search 17

### Questions

- Which organs eliminate chemical waste from the body?
- What scheme is being introduced in January 2009 to identify ships up to 1,000 nautical miles off the coast?
- Which person in charge provides instructions to the master under IMO circular MSC.1/Circ.1264?
- What loss prevention service is now easier to use?
- The legal decision in which case has been reversed by the House of Lords?
- What is the name for the evidence of insurance provided by P&I clubs for the bunkers convention?
- What place may be used for the short name given to the new cargo convention?
- Which body enforces air pollution legislation in California?
- What new publication provides guidance on loading bulk cargoes?
- What works against bacteria but not a virus?

- Signals Search is open to all readers of Signals.
- Send a photocopy of your completed search, along with your name and, if appropriate, name of ship, position on board, company and address to Denise Huddleston at the Association. Email: [denise.huddleston@nepia.com](mailto:denise.huddleston@nepia.com)

- All correct entries received by the closing date will be entered in a prize draw.
- Closing date Friday 5 December 2008.

The first correct entry drawn will receive a prize along with a statuette of "Bosun Bo". The next 5 correct entries drawn will each receive a statuette.

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

F H I F N V K N G A I P C L  
P M C W M I P N N J N S Z M  
S R T O D C B T D X D S H H  
C A H N L T I R L M U M U U  
J V E T E B Y B G A S J E X  
H Y T L I Y I L N D T I L K  
S Q E O L I O Y Y R R B I A  
R O T A G I M U F E Y L K L  
J I N S M U H Z D T N U Z F  
C D B P B Y K C Y T E E X Y  
Y Q A R G F L V A O W C F M  
B L U M A N U A L R S A R K  
F T I J T C X U K N C R R N  
A K V Z Y S S H O V Y D I O

### Your copy of Signals

Copies of this issue of *Signals* should contain the following enclosures:

- Safe Work poster – Protective Equipment – (Members and entered ships only)
- Signals Experience – PPE, What PPE? (Members and entered ships only)

### Signals Search No.16 Winners

Winner:

Mohamoud Reza Haghdoosti – IRISL

Runners-up:

Aliasgar S Raja – P&I Services Pvt Ltd  
Frans Dielman – Post & Co (P&I) BV  
Angjelin Mingu – Sam-Ship Agencies Limited  
Captain Gubanov Sergiy – Oskar Wehr KG  
Captain JA Brown

### Answers to Signals Search 16

- 1 Draught survey
- 2 Bunkers convention
- 3 Somalia
- 4 Melanin
- 5 SECA
- 6 Shattering
- 7 IMSBC Code
- 8 Flag state
- 9 Hepatitis C
- 10 Egg mass

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