

New loss prevention publications

Two new loss prevention publications are enclosed with this issue of *Signals* for Members and entered ships.

Entering enclosed spaces without taking proper precautions continues to result in unnecessary deaths. The Club's latest *Hot Spots* help sheet provides practical hints and tips to help avoid enclosed-space incidents.

The Ballast Water Convention, which was adopted in 2004, does not yet have a date for entry into force, but many countries have introduced their own

ballast water requirements. The Club's latest poster in its Clean Seas series on ballast water is intended to draw attention to the importance of adhering to such requirements.

A *Signals* experience case study is also enclosed with this issue to illustrate the problems that can occur when undertaking ballast water exchange procedures at sea as part of ballast water management requirements.

See pages 11 and 12 for full stories.



Keeping safe on ships

This issue of *Signals* includes articles directly related to personal safety. One is a reminder that as ships get larger and heaving lines have to be thrown further when mooring, there may be a temptation to add unsuitable weights to the end of the line. However this increases the risk of injury to mooring gangs and heaving lines on board should therefore be checked to ensure they are safe to use.

Staying on the theme of getting larger, older lifejackets may not be suitable for heavier and larger seafarers and new SOLAS regulations set out requirements for the provision of lifejackets for such people. The article in this issue gives advice on making sure sufficient lifejackets are carried for larger seafarers.

See page 6 for full story.

Including protective clauses

Two legal articles in this issue both address the need to have suitable clauses in bills of lading and charterparties to protect the interest of shipowners and operators. One article looks at a recent court case where a ship manager incurred considerable costs because it was unable to make use of the statute of limitations when it was deemed not to be party to the contract of carriage. A suitable Himalaya clause in the bill of lading could have provided protection in this situation.

Similarly, a suitable clause in charterparties can provide protection to ship operators in cases where the charterer's proposed employment of the ship may expose the operator to sanctions or prohibitions, such as those currently being imposed by various governments on Iran.

See page 2 for full story.

Carriage of bulk cargo

The carriage of bulk cargoes continues to cause problems in some areas. An article in this issue written by Ken Grant of Minton Treharne & Davies highlights the issues and problems currently being experienced with the shipment of iron ore fines from Indonesia.

Another article includes more details about the IMSBC Code, and in particular the problems and uncertainty it

may introduce in 2011. This is when a mandatory requirement will apparently be introduced in certain circumstances for competent authorities at load ports to provide masters with a certificate stating the characteristics of the cargo and any required conditions for carriage and handling.

See pages 3 and 4 for full stories.

Loss prevention working party

North's loss prevention working party, comprising a representative cross-section of Members, was formed in 2007 to liaise with the loss prevention department about the Club's general loss prevention activities and programme. It considers current issues in the industry that affect P&I risks and suggests means by which loss prevention services could be utilised and address such issues.

This issue of *Signals* includes more information about the working party and its role in promoting loss prevention.

See page 11 for full story.

Protecting against piracy

The third edition of the shipping industry's best management practices for piracy protection were published in June 2010 and are essential reading for all ship operators and seafarers whose ships transit the Gulf of Aden and adjacent waters.

See page 9 for full story.

Maintaining seaworthiness

An article in this issue about significant wave heights in the north Pacific notes that these are increasing and stresses the importance of ensuring that ship's stability and condition parameters are properly checked and adhered to.

See pages 7 and 8 for full stories.



Steering clear of sanctions

Members will be aware that as a result of Iran's nuclear programme and alleged involvement in smuggling weapons, a number of sanctions have been applied to the country and certain national companies, most notably recently Islamic Republic of Iran Shipping Lines (IRISL). Sanctions have been, and are being, imposed variously by the United Nations and the US and UK governments. By the time of publication of this issue of *Signals* it is expected that new EU measures will also be in place.

The sanctions and other measures may affect Members' ability to do business with some Iranian companies and to trade certain cargoes to or from Iran. In some circumstances the sanctions may frustrate charterparties or make their performance illegal. They may make certain trades with Iran commercially undesirable or unattractive, or they may simply make trade difficult. For example, because of sanctions applied to Iranian banks, it may be difficult to obtain the payment from them.

Protection clause for charterparties

Members should be aware that BIMCO has produced a clause for time charterparties that is designed to give shipowners a degree of protection in cases where a charterer's proposed employment of the ship may expose the operator or its insurers – including P&I clubs – to sanctions or prohibitions.

Production of the clause is a direct response to the US Comprehensive Iran Sanctions, Accountability and Disinvestment Act 2010 (CISADA), under which the USA seeks to outlaw the carriage of refined petroleum products to Iran. However, the clause is capable of applying to any sanctions or other measures that may be imposed against any country in the world.

Members contemplating any new business that could conceivably expose them or, importantly, their insurers (which includes North) or reinsurers to any sanction or prohibition should seek to incorporate this new BIMCO clause into their charterparties. The effect of the clause is to allow owners not to follow charterer's voyage instructions and make provision for cases where cargo is already on board.

Retroactive inclusion of sanction clause

There are of course already many charterparties in place and being performed now that could be affected by sanctions or other measures. In the absence of a clause such as BIMCO's, subject to the precise terms of those contracts it may be more difficult – if not impossible – to refuse to follow voyage instructions even though they may expose the ship, Members and insurers to sanctions or other penalties.

It is therefore certainly worthwhile for owner Members – as well as charterers, which may also be subject to sanctions – to consider the possibility of agreeing that such a clause be incorporated retroactively into existing charterparties.

Keeping up to date with developments

As the situation with regard to sanctions against Iran continues to change, particularly the nature and effect of the application of CISADA and new EU sanctions, Members need to keep up to date with developments. Members should consult the Club's FD&D and P&I departments on any specific questions they may have.

Members should also bear in mind that even if a particular voyage or trade does not necessarily attract legal sanctions, it may nevertheless encounter practical difficulties and the Club may be able to offer some guidance in this regard.

Members can obtain up to date information from Industry News on the Club's website: www.nepia.com/publications/industrynews/

Members can obtain a copy of the BIMCO Sanctions Clause for Time Charter Parties from its website: www.bimco.org/Corporate/Documents/BIMCO%20Clauses.aspx



Paying for guards to guard guards

It is becoming increasingly common for vessels visiting the USA to be required by the US Coast Guard to have security guards on-board and at the dockside, and then additional guards ashore to guard the first set of guards. While this seems excessive, the practice is allowed under the International Ship and Port Facilities Security (ISPS) Code.

The US Coast Guard can require vessels to employ security guards where it is deemed to be high risk. There are many reasons why a vessel could be assessed as such, including where one of its last five ports of call was in a country that does not employ anti-terrorism measures in line with US requirements, or where the crew are not US nationals and do not have valid US visas.

Terminal operators can insist upon guards being employed at the vessel's expense to accompany any third party within the port facility, which includes the dockside guards required by the US Coast Guard. The end result is that the vessel can face charges for two sets of guards.

The standard ISPS clause in time charterparties generally provides that such costs are for the charterer's account. Parties thus need to review their charterparty terms carefully and agree amendments accordingly if they would like to share or change the apportionment of liability for such costs, which can be relatively expensive.

Members can obtain information about the factors that are taken into account when assessing a vessel's level of risk from the US Coast Guard website: <http://homeport.uscg.mil/mycg/portal/ep/browse.do?channelId=-18371>

For advice on charterparty clauses dealing with liability for security costs, Members should contact the Club's FD&D department.

Himalaya clauses can save a mountain of cash

A recent decision in the USA (Fortis Corporate Insurance SA v. Viken Ship Management AS) has emphasised the importance to ship managers of having a Himalaya clause included in bills of lading.

In this case Fortis was the cargo insurer and Viken Ship Management acted as ship manager for owner Viken Lakers. The cargo insurer's claim against the ship manager was filed beyond the one-year statute of limitations in the US Carriage of Goods by Sea Act (COGSA). Fortis did not dispute this but argued that both Viken Lakers and Viken Ship Management were not carriers under the act and, as such, the statute of limitations did not apply.

COGSA provides that the term 'carrier' includes, 'the owner or the charterer who enters into a contract of carriage with a shipper'. However, it was held by the District Court that Viken Lakers was the carrier under the act but Viken Ship Management was not.

Appeal failed

Viken Ship Management appealed the decision on two points. The first point argued that the company was a carrier under COGSA and the second argued that the original finding of negligence in the District Court was based on erroneous factual evidence. The Circuit Court hearing the appeal agreed with the findings of the District Court on both counts and affirmed its decision.

In particular the Circuit Court cited the Herd decision by the Supreme Court (359 US at 301 (1959)), which had previously rejected a similar argument as to the definition of a carrier. The Circuit Court also pointed out that the ship's owner was free to extend COGSA coverage to its agents or to independent contractors by adding provisions to the bill of lading – such as a Himalaya clause.

The cargo insurer was successful in its claim against Viken Ship Management, which was left with cargo damage costs of US\$375,000 to pay.

Himalaya clauses

To avoid potentially damaging claims brought against a company or individual that is not party to the contract of carriage, such as that described above, a Himalaya clause should be inserted into the bill of lading. BIMCO has produced a standard clause for inclusion in bills of lading.

The Association has recently issued a comprehensive circular about a revised Himalaya clause, which can be viewed on the Club's website: www.nepia.com/publications/clubcirculard/

Members can obtain a copy of BIMCO Himalaya clauses from its website: www.bimco.org/Corporate/Documents/BIMCO%20Clauses.aspx



IMSBC Code – application and amendments

The primary aim of the International Maritime Solid Bulk Cargoes (IMSBC) Code is to facilitate the safe stowage and shipment of solid bulk cargoes by providing information on cargo characteristics and instructions on procedures to be implemented when required.

The code was adopted in December 2008 by IMO resolution MSC.268(85) and its application has been recommended since 1 January 2009. From 1 January 2011 a number of sections will become mandatory under the International Convention for the Safety of Life at Sea (SOLAS).

Those parts of the IMSBC Code that will remain recommendatory or informative after 1 January 2011 can be identified by the use of appropriate language within the code's text. The words 'shall', 'should' and 'may' indicate those provisions that are 'mandatory', 'recommendatory' and 'optional' respectively.

Specifically, the following sections will remain recommendatory

- section 11 on security provisions (except sub-section 11.1.1)
- section 12 on stowage factor conversion tables
- section 13 on references to related information and recommendations
- appendices other than appendix 1
- text in schedule sections for 'description', 'characteristics', 'hazards' and 'emergency procedures' of individual schedules of solid bulk cargoes in appendix 1.

One of the most significant changes in the way parties will be required to apply the code will be the application of section 1.3 on general provisions.

General provisions

From 1 January 2011, shippers of bulk cargo not listed in the IMSBC Code will be required to provide the competent authority of the load port with a description of the cargo's characteristics as indicated by provisions of section 4 on assessment of acceptability of consignments for safe shipment. The competent authority will then have to determine whether the proposed cargo is safe to load.

If the load-port competent authority determines that the cargo possesses hazards such as a propensity to liquefy (IMSBC Code group A cargo), or

a chemical hazard (IMSBC Code group B cargo), it must liaise with the competent authority of the discharge port and that of the vessel's flag state to determine suitable preliminary conditions for the safe carriage of the intended cargo.

If, however, the load-port competent authority determines that the cargo presents no specific hazards, it shall authorise shipment and notify the discharge-port competent authority and flag state accordingly.

Irrespective of whether the cargo is safe to load or not, the current text of the code requires the load-port competent authority to provide the master with a certificate stating the characteristics of the cargo and any required conditions for carriage and handling. It must also submit an application to the IMO within one year of issuing the certificate to have the cargo incorporated into appendix 1 of the IMSBC Code.

Shippers and competent authorities may not be prepared for this requirement.

Section 1.5 on exemption and equivalent measures provides for any one of the competent authorities involved to grant an exemption subject to parties satisfying some other provision that is at least as effective as the requirements of the code.

Future amendments to the code

It is intended that in a similar fashion to the International Maritime Dangerous Goods (IMDG) Code, the IMSBC Code will be amended at two-yearly intervals with changes entering into force on the 1 January of odd years: 1 January 2013, 1 January 2015 and so on.

Draft amendments to the code presented by the IMO sub-committee on dangerous goods, solid cargoes and containers (DSC) at its fourteenth session in December 2009 are expected to be adopted by the IMO maritime safety committee (MSC) at its eighty-ninth session in May 2011, and enter into force on 1 January 2013. However, provisions may be applied on a voluntary basis from 1 January 2012.

Amendments proposed by the DSC at its fourteenth session include a number of changes to individual schedules, some of which are outlined in the following paragraphs.

Wood products

It is the recommendation of the sub-committee that the 'wood pulp pellets' schedule is removed and a new 'wood products – general' added. The new schedule, if adopted, will apply to logs, pulp wood, timber, roundwood and sawlogs. Determined to be materials hazardous only in bulk (MHB), these cargoes are described in the schedule as possessing a, 'chemical hazard which could give rise to a dangerous situation on the ship.' They are defined as group B cargoes, liable to oxygen depletion and increased carbon dioxide in cargo holds and adjacent spaces.

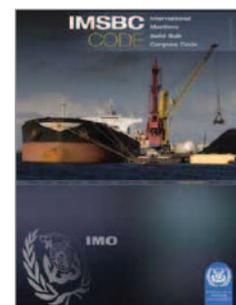
Seed cake – citrus pulp pellets

In the schedule for seed cake type (b) – UN 1386 – a new sentence has been proposed. This reads, 'The provisions of this schedule should also not apply to mechanically expelled citrus pulp pellets containing not more than 2.5% oil and 14.0% oil and moisture combined.'

The seed cake (non-hazardous) entry is extended by the inclusion of the sentence, 'The provisions of this schedule also apply to mechanically expelled citrus pulp pellets containing not more than 2.5% oil and 14% oil and moisture combined.'

North is aware of a number of Members who have been approached by shippers requesting that citrus pulp pellets be carried as seed cake (non-hazardous) in advance of amendments entering into force.

Members are reminded that amendments remain in draft form and may be altered further before entering into force. As such they remain outside the scope of the current edition of the IMSBC Code and should not be implemented in advance of entry-into-force dates.



Bulk cargo ship-to-ship operations



The International Convention for the Safety of Life at Sea (SOLAS), chapter VI, regulation 2, requires shippers to provide masters with relevant cargo information in writing sufficiently in advance of loading to enable masters to load cargo safely without endangering the lives of the crew on the voyage.

With an increasing trend for bulk cargoes to be transferred ship-to-ship, the question arises as to how this SOLAS obligation can be achieved. The discharging ship will have obtained the shipper's cargo declaration in the normal way but what is the

loading ship to do? The obligation for the safe loading of the ship remains, regardless of the contractual parties.

To comply with SOLAS, the master of the loading ship – in the absence of other guidance from the ship operator – should consider the master of the discharging ship as the SOLAS 'shipper' and obtain from him or her, sufficiently in advance of loading, relevant cargo information in writing to enable the cargo to be loaded safely without endangering the lives of the crew on the voyage.



Carriage of lateritic iron ore



1



2



3

Problems arising from the carriage of iron ore fines have manifested themselves in Indonesia recently and in this article Dr Ken Grant of Minton Treharne & Davies in Singapore provides a comprehensive guide to issues associated with carriage of this type of cargo.

Liquefaction problems associated with the shipment of iron ore fines from India were well documented in 2009, when in a period of only two months three vessels sank and a fourth developed a serious list. In 2010 we have become aware of problems with the shipment of iron ore fines from Indonesia.



4

Iron ore fines at Lhoong, Sumatra

In March 2010 a vessel was fixed to load iron ore from Lhoong on the Indonesian island of Sumatra (photograph 1). We established that the ore was simply dug from the ground and stockpiled without any processing. A specification issued by the mine stated that 75% of the cargo had a particle size in the range 0–5 mm.

As the cargo comprised mainly of fines, the master requested a cargo declaration on arrival, stating a flow moisture point (FMP) and transportable moisture limit (TML). The shipper informed the master that, 'it was usual for them to load the cargo without such a document,' but they did informally advise him that the moisture content of the cargo was only 6 wt%.

The cargo was subjected to the 'can test', with the presence of free moisture on the surface of the sample (photograph 2), indicating that additional laboratory tests were required (IMSBC Code, Section 8).

On attendance at the mine's laboratory, it was discovered that it did not have sufficient equipment to perform the necessary moisture analysis, nor did it have the flow-table equipment required for determining the FMP and TML of the cargo. In fact,

the mine personnel did not appear to have any understanding of FMP or TML.

Samples were taken from the cargo and sent to the MTD Singapore office for analysis. Almost 90% of the sample was found to have particle size < 6.7 mm (comprised of fines), and the FMP and moisture content of this material was determined to be 11 wt% (TML = 10 wt%) and 13 wt%, respectively. As illustrated in photographs 3 and 4, the moisture content significantly exceeded the FMP and so the cargo was rejected. As the shipper was unable to provide an acceptable cargo for loading, the vessel sailed.

Lateritic iron ore fines at Kalimantan

Lateritic minerals are formed by the intensive and long-lasting weathering of rocks in tropical climates. Lateritic iron ore is therefore formed in the same manner as lateritic nickel ore, the fines of which are known to be susceptible to liquefaction.

Lateritic iron ore fines differ in appearance and behaviour to the iron ore fines typically shipped from India. In particular, the FMP of Indian iron ore fines are found to be in the range 9–12 wt%, while the Indonesian lateritic iron ore fines have been found to have higher values in the range 17–22 wt%.

In May 2010 a vessel arrived at Sebuk Island to load two types of lateritic iron ore fines (photographs 5 and 6). The differentiation between these fines was based on their method of production, with one type simply being dug from the surface and stockpiled. The second type was produced as a by-product when washing iron ore lumps (photograph 7). On recovering the latter from washing pools, it was apparently left to dry for 6 months prior to shipment.

A shipper's declaration was issued stating the moisture content of the fines as 22%, but FMP and TML were not included as the shipper considered the



5



Ensuring free healthcare in the EU

Recently North has been involved in two cases where seafarers have been injured and disembarked for free, high quality medical treatment in European state hospitals – resulting in a significant saving in costs.

In one case a seriously injured crew member was airlifted to Las Palmas, Canary Islands, for care and in the other a seafarer was hospitalised in Italy. In both cases the seafarers were EU citizens receiving medical treatment in EU member states, such that they received treatment free of charge under reciprocal healthcare arrangements.

The arrangements entitle all EU citizens to the same level of free healthcare available to local nationals.

EHIC and E101 certificates

However, to ensure EU seafarers receive free emergency healthcare in Europe, the Club recommends they apply to their local government healthcare departments for a European Health Insurance Card (EHIC). The cards are issued free to EU nationals and provides the holders with free emergency medical care in member countries.

North also recommends that Members which employ EU citizens additionally apply for an E101 certificate, which provides similar free healthcare to employees working in EU member states. The E101 certificate is usually valid for one year but can be extended to two years. Only employers may apply for them.

Belt and braces approach

In the Club's experience, EU member states can interpret the rules differently. While some countries will accept a crewmember's EHIC, others will take the view a seafarer is working in their county and will only accept an E101 certificate. North therefore believes it is better to have both the EHIC and E101 certificate to ensure free healthcare is obtained.

The card or certificate should be provided to the hospital on admission to obtain free healthcare. Otherwise the hospitals are entitled to charge for treatment, even if a card or certificate is provided later.

Members who require further information should contact John Webb at the Club: john.webb@nepia.com



moisture content to be too low to require a declared FMP. After questioning the declaration a new document was issued, which now included a FMP and TML of 28 wt% and 25 wt% respectively. On asking to see the mine's laboratory facilities and confirm the above results, we were informed that they did not have a laboratory and the shipper was unable to confirm how the figures had been derived.

Can tests were performed on the fines with free moisture being clearly visible. Samples were again taken for moisture content and FMP testing in our Singapore office. The FMP of the fines produced by surface mining, and recovered from wash pools, were found to be 22 wt% and 21 wt% respectively. This compared to average moisture contents of 25 wt% and 23 wt% respectively. Again, the iron ore fines were found to be unacceptable for shipment (see photographs 8 and 9 for flow test on as received sample).

A second problem was encountered at the Kalimantan load port of Sampit. A moisture content of 12 wt% was reported for the cargo, but FMP was not declared. Performing representative sampling and analysis showed that the average moisture content was significantly higher at 19 wt%, which was above the determined FMP of 18%. Again, the cargo was not fit for carriage.

Summary

The problems with the quality of cargo and accuracy of the shipper's declarations for lateritic nickel ore being shipped out of Indonesia have been well documented, and it now appears that similar problems are being encountered with iron ore fines and lateritic iron ore fines in Indonesia.

In particular, there has been a reluctance to provide FMP and TML for these cargoes, which is required under the International Convention for the Safety of

Life at Sea (SOLAS) and essential for their safe carriage. In fact, in our experience, the mines do not have the equipment necessary to determine FMP. In addition, the moisture contents determined by the mines have been found to be significantly lower compared to independent checks carried out at the time of loading.

We would strongly recommend that all masters fixed to carry such cargoes treat the shipper's declaration with extreme caution. All results should be verified by visiting the mine's laboratory. Checks should be made to confirm that it has the equipment necessary to determine FMP, and laboratory workbooks recording the flow-table test results should be obtained to ensure that the flow point has been accurately identified. The sampling regime used to determine the average moisture content also needs to be checked to ensure that the data presented represents the true quality of the cargo to be shipped.

Prior to loading, can tests need to be performed, either at the stockpile or on the barge. Samples should be taken from a number of locations well below the surface. When loading from barges, grabs can be used to excavate about 2m into the stow, while ashore excavators can be used. The surface of the sample should be checked for the appearance of any moisture. There may be a tendency for the moisture to migrate downwards and so the samples should be removed from the can so that all surfaces can be checked.

If there are any doubts about the quality of the cargo, then expert advice should be sought.

North of England is grateful to Dr Ken Grant of Minton Treharne & Davies (S) Pte Ltd for providing this article. Address: 50A Bussorah Street, Singapore, 199466. Telephone: +65 9011 9057. Email: kengrant@minton.com.sg



Lifejackets: size matters

IMO maritime safety committee resolution MSC.201(81) adopted in 2006 introduced amendments to the International Convention on the Safety of Life at Sea (SOLAS) chapter III, regulation 7 relating to the provision of infant lifejackets on passenger vessels and adult lifejackets on passenger and cargo vessels.

For passenger ships on voyages of less than 24 hours, a number of infant lifejackets equal to at least 2.5% of the number of passengers on board are to be provided and for passenger ships on voyages of 24 hours or more, infant lifejackets are to be provided for each infant.

The other amendment sets out a requirement for the provision of lifejackets for larger persons on cargo and passenger ships. The new SOLAS chapter III, regulation 7.2.1.5, states, 'if the adult lifejackets provided are not designed to fit persons weighing up to 140kg and with a chest girth of up to 1750mm, a sufficient number of suitable accessories shall be available on board to allow them to be secured to such persons'.

Documented risk assessment

Confusion over how many suitable accessories should be available on board has led the UK Maritime and Coastguard Agency to produce some guidance. The UK is of the view that a 'sufficient number' with respect to SOLAS chapter III, regulation 7.2.1.5 shall be decided through a risk assessment conducted by the ship operator and scrutinised by the attending surveyor.

It would be expected that the ship operator will undertake a formal documented risk assessment of the likely number of such accessories required on board, taking into account the number of persons for which the vessel is certificated, the usual maximum number of adults on board, and the likely number of adults in the weight and size range beyond that which the existing lifejackets will fit, up to a maximum of 140kg and 1750mm girth.

The MCA research of demographics suggests that a risk assessment which produced a figure of less than 5% of total persons should be questioned.

Members who require further information should contact the UK MCGA, website: www.mcga.gov.uk



Photo: Walter Vervloesem

Crew contracts – a reminder

North regularly reviews contracts of service or employment entered into by Members with their crews. This service is intended to assist Members to protect their position when negotiating and drafting contracts – including collective bargaining agreements – and to help identify any problems with crew contracts which have already been negotiated and signed.

A fundamental issue, but one which is occasionally overlooked, is the need to be certain about the identity of the 'employer' under the crew contract of employment as the company named is not always the registered shipowner.

To be covered for risks in relation to crew arising under the contract of employment – such as liabilities to pay damages or compensation for death, personal injury or illness or medical, hospital or funeral expenses – the party named as employer must also appear as an 'interested party' on the Member's terms of entry.

With the complexity of arrangements that sometimes involve manning agents, crew managers and other entities it is all the more important that Members are aware of the need for certainty in relation to their crew employment arrangements.

Members are advised therefore to submit their crew contracts of employment to the Club for review if they have not already done so.

Members who require further information or wish to submit their crew contracts of employment for review should contact Maria Laffey at the Club: maria.laffey@nepia.com

Dangers from heaving line end-weights



Back in the 1970s every deck cadet was taught how to tie a wide range of knots. One knot which separated 'second trippers' from 'first trippers' was the ball-shaped 'monkey's fist', which adds weight to the end of a rope to make it easier to throw. A decent one could see the cadet promoted to help the bosun make up new heaving lines.

Since those days ships have more than doubled in size, distances from mooring stations to tug or berth have increased as have height differences between the ship's deck and the tug or berth. This means heaving lines have to be thrown a lot further, and an unsuitable knot or weight will not win any friends in the mooring gang or tug when a heaving line comes hurtling towards them.

Risks of excess weight

The temptation for crew members may be either to grab the nearest object to make the end of the heaving line heavier or to embellish or replace the traditional monkey's fist. Competition to get the first heaving line ashore may have started the trend to increase the weight of the knot by immersing it in paint or by placing a few steel nuts and bolts inside. Now the trend seems to be towards substituting a shackle, rubber cosh or the first piece of metal that comes to hand.

Another change over the years is that everybody – including mooring gangs – now wears a safety

helmet, so it may be thought to be safe to throw more heavily weighted lines directly at them. In fact a safety helmet will offer only limited protection and, with the rest of the body exposed to impact, a heavy line can easily bruise or break bones.

Alternatives to monkey's fist

What are the alternatives to an end knot? The traditional monkey's fist without any added weights is still very common, but rubber throwing rings and small (preferably leather) bags with no more than 0.25 kg of sand are also acceptable. If using a small sand bag, the bag must be over-size so that the sand can shift on impact, absorbing some of the energy.

If the distance to the berth proves beyond the throwing range of a safely weighted heaving line, the only safe alternative is to use a mooring boat.

Preventing accidents and claims

Using a heaving line with an end weighted as shown in the accompanying pictures could cause serious injury and potentially expose the ship operator to personal injury or damage to property claims.

All heaving lines on board should therefore be checked to confirm they have nothing other than a traditional monkey's fist knot or safe alternative.

The Club is grateful to Captain Y Beekman, URS Towage and Salvage, Antwerp, Belgium, for information provided in this article.



Talking shop: 'Getting underway'

Many phrases in common usage in the English language are derived from nautical terms. This article is the first of a series explaining the nautical origins of common phrases, beginning with 'getting underway'.

'Underway' is defined in the International Regulations for Preventing Collision at Sea as meaning that a vessel is not at anchor, or made fast to the shore, or aground. So when a vessel is weighing anchor or unmooring, it is starting off its journey or task – getting underway. But how did this come to be described as underway, which sounds more like a tunnel?

'Way' refers to the vessel's progress through the water. Once moving on the water a vessel is said to be making way. It may be that the ship's progress is described as 'way' due to this being an old English name for road or route, and that this has simply been translated into nautical use.

But where does the 'under' come from? Some sources state that under is simply a corruption of 'on the', possibly influenced by the Dutch word *onderweg* meaning 'on the way'.

Other sources suggest underway may be another spelling for 'under weigh', based on the idea that when ships are loaded they are ready to sail. Indeed this is supported by an anchor being said to be 'aweigh' when it is raised from the seabed at the start of a voyage.

Whatever the exact derivation and preferred spelling, it is clear the phrase 'get underway' refers to a ship beginning its voyage and has passed into common use as a phrase meaning to begin or set in motion.



Bigger waves call for stricter stability checks

In *Signals* issue 45 North reported that wave heights in the north east and central Atlantic Ocean and in the north Pacific Ocean had increased considerably over the last 30 years. It was pointed out that this placed particular importance on ensuring that ship's stability and condition was properly checked before a voyage commenced.

Since then further academic research has shown that significant wave heights in the north Pacific have continued to increase at a rate of 1.5cm a year, and each year's 'biggest wave' has increased by an average of 10cm a year. 'One hundred year waves', which have a 1% chance of occurring in any given year, can now be up to 14m high – and wave period has also increased.

Masters are therefore again reminded that they should ensure that their ship's stability and condition parameters are properly checked and adhered to.

On some ships, such as container carriers, it may be difficult for the master to check the accuracy of declared weights and their distribution. However, masters are reminded that if observed departure draughts are significantly different to calculated draughts, they are entirely within their rights to refuse to sail until the difference has been explained.

A ship sailing with an unexplained draught could well result in the owner being held liable in the event of a casualty or cargo loss or damage.

Dar Es Salaam container-ship raids

A gang of container-ship robbers has been reported operating off Dar Es Salaam, Tanzania. Recent attacks on anchored vessels follow a consistent pattern, being carried out between midnight and 0500 hours by about 20 men in a dark-painted wooden fishing vessel with a silenced motor.

The raider's boat motors upwind of the target container carrier then drifts down, keeping in the blind spot in front of the bow. Gang members then board the anchored vessel just aft of the bow on the side away from the city. They open any accessible containers using bolt cutters and, if they find a

container with something useful in it, pass the contents over the side. It is very well organised and a container can be emptied in 30 minutes.

On several occasions, the gang has grabbed crew members patrolling the deck, threatened them with knives, stripped them of their clothes and possessions – including shoes, rings and watches – and tied them up. On completion of a raid, the robbers head south.

Members operating container vessels into Dar Es Salaam are urged to warn their crews of the risk and to keep a vigilant look-out while at anchor.

Argentina gets strict on stores declarations

Argentinean customs legislation requires vessels visiting the country's ports to prepare a ship stores list for inspection on arrival in port. However, the law is not entirely clear on what should be listed, and failure to provide an accurate declaration can lead to ship operators being fined by local customs authorities.

The items required to be listed are only described in very general terms – such as catering supplies, fuel, spare parts, gear, utensils, groceries and other merchandise on board for crew and passengers. This makes it difficult for ships to produce accurate declarations.

Unfortunately the customs authorities can be very strict in their handling of inaccurate declarations. Simple clerical errors – such as including items of equipment or stores in the list twice or leaving out an item that the customs would expect to be included – have all led to fines being imposed. Disputes as to the quantity of stores, such as paint, declared on-board have also arisen.

A typical example of how a fine could be imposed is where the master's declaration includes bunker figures. In this situation the chief engineer's declaration should exclude bunkers, otherwise this may be construed as misrepresenting (effectively doubling) the quantity of bunkers on-board.

Fines and seizures

North is aware of the problem at the ports of San Lorenzo, Campana, Zarate, Lima, Las Palmas and San Nicolas. Generally fines can be between one and five times the cost of the mis-declared items.

There have also been allegations of customs officials requesting direct cash payments. More recently, items such as televisions, DVD players, computers and refrigerators have been seized from vessels or crew members.

When trading to Argentinean ports, Members should ensure their vessels prepare a comprehensive stores and equipment list. The list should inventory and quantify every item of stores and equipment that is not actually part of the ship's structure. Care should be exercised when finalising the list to ensure it is complete and accurate.

The Master should immediately contact local correspondents for assistance should they experience problems in this regard with local customs authorities.





Helping seafarers to be more assertive

Helping seafarers to be more assertive

A question often arises these days about seafarers' confidence when faced with apparently unreasonable requests by officialdom or other persons. Examples of such situations include

- a port-state-control inspector insisting that crew should be in the lifeboat during a lifeboat launching drill
- a charterer's cargo surveyor insisting that holds are not sufficiently cleaned for a cargo and that the ship will be off-hired for further cleaning
- a shipper's surveyor trying to show that a bulk cargo is safe to load despite the cargo being visibly wet and having a moisture content reading provided by the shipper's own chemist rather than an independent third party.



The art of being confident in such situations is not about being aggressive, confrontational or rude – it is about being assertive. Being assertive means being reasonable and keeping to the facts and, if appropriate, being willing to compromise to reach a reasonable and equitable solution. The key to being assertive is that seafarers must know their rights and keep to the facts.

Lifeboat example

In the first example above, ship's officers should ask the port-state-control inspector to state in writing under which part of the International Convention for the Safety of Life at Sea (SOLAS) he is making his request so that the position can be checked before any operations are carried out.

SOLAS chapter XI-2, regulation 8, makes it clear that 'nothing' shall constrain masters from taking a decision which – in their professional judgement – is necessary to maintain the safety or security of the ship. It further states that if masters find themselves in a conflict over security and safety then it is their obligation to put safety first.

To invoke their 'right', masters must have an overriding identified reason backed up by the facts. In such circumstances, being reasonable remains the key to assertiveness – but any compromise must also reflect the safest option to the satisfaction of masters' professional judgement.

Bulk cargo example

With regard to the example of loading a bulk cargo, SOLAS chapter VI, regulation 2, states that the shipper must provide the master with relevant cargo information in writing sufficiently in advance of loading to enable the master to load the cargo safely without endangering the lives of the crew on the voyage.

Cargo documentation needed in advance would always include a shipper's declaration with appropriate information, which implies that critical facts such as moisture content provided by shipper's own chemist may not always be appropriate from a ship's safety perspective.

One compromise under such circumstances might be for masters to conduct their own 'can tests' before the cargo is loaded. They could also keep a close watch on the commencement of loading – any sign of moisture or 'splattering' and masters are within their rights to stop cargo and re-test.

Know the facts

The loss prevention pages on the Club's website – including Industry News – provide ship operators and masters with easily accessible facts which can help substantiate a point when being assertive.

Repairs – get them right

Insurance claims sometimes arise as a result of poor, inadequate or delayed repairs. Recent examples include contamination claims arising from hydraulic system and valve defects, and personal injury arising from defective electrical repairs.

Such claims are unnecessary. They arise from circumstances where a problem on-board has already been identified and steps should have been taken, or already have been taken, to rectify the problem. In most cases there are a number of contributing factors, such as

- inadequate supply of spares on-board
- poor quality spares
- crew training issues
- absence of shore contractor support where required
- communication failings between the vessel and the ship operator's shore side technical department.

Lack of experience and time

The most important element when carrying out suitable repairs is the crew; the vast majority of routine repairs can and should be carried out on-board by crew members. However, increasing pressure on attracting and retaining sufficiently experienced seafarers has led to situations where inexperienced crew, unfamiliar with a particular vessel type or with company procedures, are required to identify deficiencies and rectify the problem. Often this process is constrained by the time available due to the operational schedule of the vessel.

The combination of inexperience and time constraints can lead to repairs not being properly

planned in accordance with company procedures. It can also lead to the actual physical repairs being rushed. By-passing procedures and rushed repairs increase the risk of the repairs failing and of personal injuries occurring during the work. Where the repair involves hot work there is also an increased risk of fire or explosion – for example, monitoring of adjacent spaces is often one of the first corners to be cut when in a rush.

Situations can easily develop where ship staff, through no real fault of their own, are placed in a position in which making proper repairs is problematic.

Providing support

Ship operators need to provide sufficient support to seafarers to ensure that repairs can be carried out with minimum risk, and the highest likelihood of a successful outcome. In this context support can take many forms. Having the correct spares and the necessary tools to perform the task is a good starting point. When combined with a comprehensive planned maintenance system, ensuring that maintenance manuals for equipment are onboard the vessel, using permit-to-work systems, guidance by senior officers and technical superintendents and enhanced crew training the risks can be much reduced.

Perhaps the most essential elements of support are communications and time. With sufficiently open communications between the ship and the technical department ashore, the correct technical advice,

spares and stores can be provided to the vessel. If repairs are considered to be beyond the capability of the vessel, then shore contractor support can be arranged.

Sufficient time to plan the repairs and to carry out the work is vital. Again communication with the technical department ashore is important as some tasks will require that the vessels engines or cargo systems are out of service for a time. The technical department and the operations department must liaise closely to identify a suitable window of opportunity for repairs to be undertaken – this is not only a vital support function for the vessel but also crucial in preserving revenue.

Even when repairs appear to be simple and do not require much planning, they should always be subject to oversight by either vessel senior staff or technical superintendents as even seemingly minor faults can cause substantial claims.

Ensuring success

Carrying out repairs on-board involves a complex interaction of different procedures and processes. Ensuring that these procedures and processes come together in the correct way to produce a suitable repair is a skilled task. Each and every element must be in place to ensure a successful repair.

Unsuccessful repairs are wasteful in terms of organisational time and money and may lead to incidents, accidents and claims.



New guide to piracy protection

The third edition of the shipping industry's Best Management Practice to deter piracy off the coast of Somalia and Arabian Sea area (BMP3) was published in June 2010.

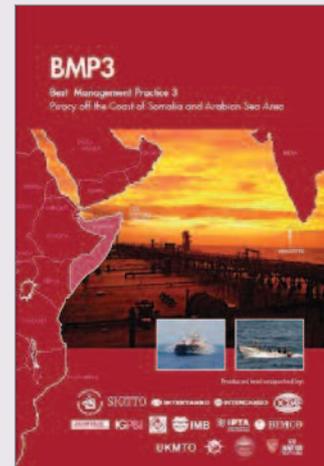
As with the first two editions, it has been produced with the cooperation of many different industry organisations, EUNAVFOR, NATO and the UKMTO. The third edition has also been published as a pocket-sized book to assist seafarers more directly.

Updates in the third edition include the expansion of the high-risk area beyond the Gulf of Aden to an area bounded by Suez to the north, 10° south and 78° east. Wider application of the procedures

recommended in the guide is essential to help counter the geographical spread of the threat from Somali-based piracy.

The guide contains further advice on ship-protection measures, a copy of the UKMTO vessel position reporting form and fishing industry guidance. It also encourages post-incident reporting to MSCHOA and UKMTO and the relevant flag state.

Members can view or download an electronic version of the guide from the latest update of the piracy (Somalia and Gulf of Aden) articles on the Industry News pages of the Club's website: www.nepia.com/publications/industrynews/



IMO update

MARPOL annex I

Ship-to-ship (STS) operations between tankers are to be regulated with the adoption of resolution MEPC.186(59) to amend the International Convention for the Prevention of Pollution from Ships (MARPOL) annex I and introduce a new chapter 8, intended to prevent pollution during transfer of oil cargo between oil tankers at sea.

The regulation enters into force on 1 January 2011. Any oil tanker involved in STS operations will be required to have on board a STS operations plan, approved by its flag state administration, no later than the date of the first annual, intermediate or renewal survey under MARPOL annex I, carried out on or after 1 January 2011 but not later than 1 April 2012.

The approved plan is to be developed taking into account information contained in the IMO *Manual on Oil Pollution and the ICS and OCIMF Ship to Ship Transfer Guide (Petroleum)*. The plan is required to prescribe how to conduct STS operations and should be written in the working language of the ship.

The person supervising STS operations should be qualified to a level that satisfies training requirements outlined in the ICS and OCIMF guide. Records of all STS operations are to be noted in the oil record book and retained on board for at least three years.

Vessels subject to the new regulation that plan STS operations within the territorial sea or the exclusive economic zone of a party to MARPOL are required to notify the relevant coastal state authority at least 48 hours in advance of any STS operation.

The regulations do not cover certain operations, including:

- fuel-oil loading operations
- oil transfer operations associated with fixed or floating platforms
- STS operations necessary for securing the safety of a ship or saving life at sea or for combating specific pollution incidents in order to minimise the damage from pollution.

SOLAS chapter II

Amendments to the International Convention for the Safety of Life at Sea (SOLAS) chapter II-2,

regulation 19.4, also enter into force on 1 January 2011. They include a revised standard format for the document of compliance (DOC) for ships carrying dangerous goods under SOLAS provisions.

The DOC period of validity should not exceed five years for cargo ships and one year for passenger ships. It should not be extended beyond the expiry date of the valid appropriate ship safety construction certificate issued to such ships concerned under SOLAS provisions. The revised format is contained in the annex to MSC circular MSC.1/Circ.1266.

SOLAS chapter V

IMO maritime safety committee resolution MSC.252(83) was adopted on 8 October 2007 and provides for revised 'performance standards for integrated navigation systems (INS)'. This is intended to enhance the safety of navigation by providing integrated functions to avoid geographic, traffic and environmental hazards.

The revised standards enter into force for new systems installed on or after 1 January 2011. Systems installed on or after 1 January 2000 but before 1 January 2011 are required to conform to standards not inferior to those specified in resolution MSC.86(70).

Following adoption of amendments contained in resolution MSC.282(86), an electronic chart display and information system (ECDIS) will now be accepted as meeting the chart carriage requirements of SOLAS chapter V, regulation 19.2.1.4.

The timeline for fitting ECDIS is now included in new regulation 19.2.10. Ships engaged on international voyages shall be fitted with ECDIS as follows:

- passenger ships of 500 GT and upwards constructed on or after 1 July 2012
- tankers of 3,000 GT and upwards constructed on or after 1 July 2012
- cargo ships, other than tankers, of 10,000 GT and upwards constructed on or after 1 July 2013
- cargo ships, other than tankers, of 3,000 GT and upwards but less than 10,000 GT constructed on or after 1 July 2014

- passenger ships of 500 GT and upwards constructed before 1 July 2012, not later than the first survey* on or after 1 July 2014
- tankers of 3,000 GT and upwards constructed before 1 July 2012, not later than the first survey* on or after 1 July 2015
- cargo ships, other than tankers, of 50,000 GT and upwards constructed before 1 July 2013, not later than the first survey* on or after 1 July 2016
- cargo ships, other than tankers, of 20,000 GT and upwards but less than 50,000 GT constructed before 1 July 2013, not later than the first survey* on or after 1 July 2017
- cargo ships, other than tankers, of 10,000 GT and upwards but less than 20,000 GT constructed before 1 July 2013, not later than the first survey* on or after 1 July 2018.

* New regulation 19.2.11 permits an administration to exempt ships from the application of regulation 19.2.10 when such ships will be taken permanently out of service within two years after the implementation date specified above.

SOLAS chapter VI

In keeping with the mandatory application of the International Maritime Solid Bulk Cargoes (IMSBC) Code from 1 January 2011, SOLAS chapter VI has been amended to include definitions of the code and of solid bulk cargo. New regulation 1.2 – Requirements for the carriage of solid bulk cargoes other than grain – requires compliance with the provisions of the IMSBC Code. Cargo information, to be provided prior to loading of solid bulk cargo, is to be as required by section 4 of the IMSBC Code.

A revised regulation 5.1 on material safety data sheets requires that ships carrying oil or fuel oil, as defined in regulation 1 of MARPOL annex 1, shall be provided with material safety data sheets prior to the loading of such oil as cargo in bulk or as bunkers. These are to be based on recommendations contained in IMO resolution MSC.150(77).





Revised STCW convention and code

Major revisions to the International Convention on Standards of Training, Certification and Watchkeeping for Seafarers (STCW) and its associated code were adopted at a diplomatic conference in Manila in June 2010 attended by more than 500 delegates from 85 IMO member states. The amendments, known as 'The Manila amendments to the STCW Convention and Code', are set to enter into force on 1 January 2012 under the tacit acceptance procedure.

Among the amendments adopted are a number of important changes to each chapter of the convention and code, including

- measures to prevent fraudulent practices associated with certificates of competency
- revised requirements on hours of work and rest
- new requirements for the prevention of drug and alcohol abuse
- updated medical fitness standards for seafarers
- new certification requirements for able seafarers
- new requirements for training in electronic charts and information systems (ECDIS)
- new requirements for marine environment awareness training
- new requirements for training in leadership and teamwork
- new training and certification requirements for electro-technical officers
- updated competence requirements for personnel serving on board tankers, including new requirements for personnel serving on liquefied-gas tankers
- new requirements for security training and training to cope with attack by pirates
- new training guidance for personnel operating dynamic positioning systems.

Fitness for duty

A revision of the 'fitness for duty – hours of rest' provision was intended to align IMO requirements with those of the ILO already incorporated into the Maritime Labour Convention (2006). The issue of rest periods created most interest and much debate. A significant number of delegations declared themselves opposed to any exceptions from the minimum rest periods provided by the ILO regulations.

Agreement was reached permitting a minimum of 77 hours rest per seven day period, to be reduced to not less than 70 hours for a maximum of one week in every three, or two weeks in every six. A minimum of 10 hours rest in any 24 hour period was also transposed into STCW along with related provisions for the organisation of musters, drills, call-out and emergency situations. The minimum 10 hour rest period per 24 hours can be divided into up to three periods, one of which must be at least 6 hours in length. This concession may be used for a maximum of two consecutive days only. Also included are revised requirements for a schedule of service and records of hours worked.

The amended convention contains a clause stating that the minimum rest periods laid down do not need to be complied with in the case of an

emergency or drill or, 'other overriding operational conditions'. Part B of the code describes this as essential shipboard work which cannot be delayed for safety or environmental reasons, or which could not reasonably have been anticipated at the start of the voyage.

Other ILO exception criteria have been added and include provisions for the allocation of compensatory leave for seafarers on vessels engaged on short sea voyages and the provision of additional, more frequent periods of leave.

Other significant changes include a requirement for maximum blood alcohol levels of not greater than 0.05% blood alcohol level (BAC) or 0.25 mg/l alcohol in the breath, or a quantity of alcohol leading to such alcohol concentration for masters, officers and other seafarers while performing designated safety, security and marine environmental duties.

Revalidation of certificates

In addition to the performance of twelve months approved sea service within the preceding five years, revalidation of certificates will also be permitted on the basis of three months approved sea service during the six months immediately prior to revalidation. Service on tankers must also be evidenced by three months sea time during the preceding five years.

Seafarers shall be required to update basic safety training every five years. On board training and experience can be accepted for a number of these skills.

Competence of ratings

Previously regulated by ILO, new competencies for able seafarers (ABs) have been established. Certification for AB (deck) and AB (engine) has been established at a higher standard than that required for a rating forming part of a navigational watch. ABs will be required to have attained the age of 18 years to qualify.

Electro-technical competency

The revised convention includes a new competency for the positions of electro-technical officer and electro-technical rating on any seagoing ship powered by main propulsion machinery of 750kW propulsion power or more.

Leadership and teamwork

New competencies in leadership and teamwork have been included in the training requirements for navigating and engineering officers at operational level, along with competencies in the use of leadership and managerial skills for senior officers. These competencies can be demonstrated by means of approved training, approved in-service experience, practical demonstration or, in the case of senior officers, simulator training.

Dangerous cargo endorsements

Previous requirements for endorsement certification for oil, chemical or liquefied gas tanker cargo operations required the completion of at least three months approved seagoing service on the relevant tanker type. An alternative has now been approved that reduces qualifying sea time to one month,

provided it is in a supernumerary capacity and includes a minimum of three loading and three unloading operations.

Guidance in section B-V/1 of the code states that the on-board training programme should include loading, discharging, care in transit, handling of cargo, tank cleaning or other cargo-related operations as would normally occur in three months shipboard service. If the three-loading and three-unloading criteria cannot be achieved, the period of on-board training should be extended accordingly.

Offshore vessels

Part B-V of the STCW code contains new guidance on training for personnel working on offshore supply vessels (OSVs). The guidance highlights the importance of masters and officers having relevant experience or training before assuming their duties.

With regard to OSVs, particular emphasis is given to their unique manoeuvring and handling characteristics. Also, prior to performing anchor-handling operations, masters and officers should be fully aware of the ship's handling characteristics in relation to anchor handling. It is recommended that masters and officers in charge of anchor handling have training and experience that includes operational supervision during a number of rig moves.

Training and experience for personnel involved in operating dynamic positioning (DP) systems should cover the range of routine DP operations, as well as the handling of DP faults, failures, incidents and emergencies.

EU Advance Cargo Declaration Regime

The European Union Advance Cargo Declaration Regime will come into force on 1 January 2011. The rules will apply to all goods being imported to and exported from the EU and to transit goods which are not in free circulation. The primary purpose of the regime is to enhance the security of EU member states through monitoring the movement of goods.

Members can obtain up to date information from *Industry News on the Club's website: www.nepia.com/publications/industrynews/*





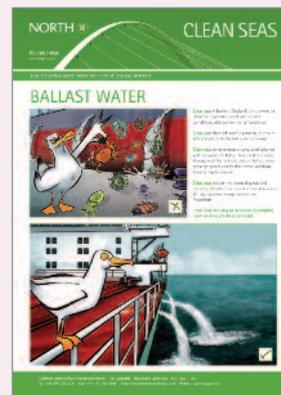
New poster on ballast water management

The Ballast Water Convention was adopted in 2004 but requires a further four states of some 11% of the world's merchant tonnage to satisfy requirements for entry into force (correct at 31 July 2010). Despite this, many countries have introduced their own national or regional mandatory ballast-water requirements, most of which are loosely based on IMO guidelines contained in resolution A. 868(20).

North's latest poster in its *Clean Seas* series – entitled *Ballast Water* – is intended to draw attention to the importance of ship operators and masters adhering

to the requirements of regional and national ballast-water regulations by having in place an approved ballast-water management plan and maintaining accurate records of ballast-water exchange and treatment in the ballast-water record book.

A copy of Clean Seas – Ballast Water is enclosed with this issue of Signals for Members and entered ships. A high resolution version, suitable for printing, can be viewed or downloaded from the Club's website: www.nepia.com/loss-prevention/publications-and-guides/posters/



Signals Search 25 ?

Questions

- 1 What is the name of the traditional weight on the end of a heaving line?
- 2 What card should EU citizens carry to receive free health care?
- 3 What type of bill of lading clause may provide protection for parties not party to a contract of carriage?
- 4 Parts of which code will become mandatory in January 2011?
- 5 What type of iron ore fines may have liquefaction problems?
- 6 Which Dutch word is a possible source of the phrase "underway"?
- 7 Which convention includes new regulations for ship to ship operations?
- 8 Where did an IMO diplomatic conference take place in June 2010?
- 9 Which new North publication gives guidance on enclosed space precautions?
- 10 What will North's next handbook give guidance on collecting?

- 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 Club.
Email: denise.huddleston@nepia.com

- All correct entries received by the closing date will be entered in a prize draw.
- Closing date Friday 3 December 2010.

Prizes will be awarded to the first correct entry and two runners-up drawn.

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

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

Your copy of Signals

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

- Clean Seas poster – Ballast Water (Members and entered ships only)
- Signals Experience case study – Ballast water exchange (Members and entered ships only)
- Enclosed Spaces Hot Spots – (Members and entered ships only)

Signals Search No. 24 Winners

Winner:
Captain Roger M Estomata,
Master MV Friesian Express, Vroon BV

Runners-up:
Captain Stelian Guteanu,
Master MV Wehr Flottbek,
Oskar Wehr KG GmbH & Co
Per-Ake Kvick,
Kalmar Maritime Academy, Sweden

Answers to Signals Search 24

- 1 HNS
- 2 PPECB
- 3 Dihydrate
- 4 Lumley Castle
- 5 Pilot ladders
- 6 Fluoride
- 7 Signals
- 8 MEPC
- 9 Cleanseant
- 10 Good will

• 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 department for legal advice on particular matters.

• The purpose of the Association's loss prevention facility is to provide a source of information which is additional to that available to the maritime industry from regulatory, advisory, and consultative organisations. Whilst care is taken to ensure the accuracy of any information made available (whether orally or in writing and whether in the nature of guidance, advice, or direction) no warranty of accuracy is given and users of that information are expected to satisfy themselves that the information is relevant and suitable for the purposes to which it is applied. In no circumstances whatsoever shall the Association be liable to any person whatsoever for any loss or damage whatsoever or howsoever arising out of or in connection with the supply (including negligent supply) or use of information (as described above).

NORTH

'Signals' is published by
North of England P&I Association Limited Baltic Place
South Shore Road Gateshead Tyne & Wear NE8 3BA UK
Tel: +44 (0) 191 232 5221 Fax: +44 (0) 191 261 0540
Email: loss.prevention@nepia.com
Website: www.nepia.com