

SIGNALS

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the worldwide newsletter for nepia members

US rewards quality operators

All too often society punishes the bad guys in shipping without acknowledging and rewarding the good guys for their hard work and commitment in operating safe ships. The North of England was thus particularly pleased to see the US Coast Guard launch an initiative to do just that as part of its port-state control programme.

The initiative is called *Qualship 21 – quality shipping for the 21st century* and is intended to reward high-quality ships visiting US ports and to provide incentives to encourage quality operations.

To qualify for a *Qualship 21* certificate, with the benefits and advantages which go with it, does not require perfection but does expect a clear demonstration that all reasonable efforts are being made to operate a quality ship with a good track record.

Certificates will reduce number of inspections

The certificates are valid for two years but the Coast Guard makes it clear that they will be revoked if it becomes necessary. The main incentives a *Qualship 21* vessel will receive relate

to the reduced frequency and intensity of Coast Guard visits to the vessel. The Coast Guard also hopes that some US ports may reduce the level of port fees for *Qualship 21* vessels.

If a member believes that it has vessels eligible for *Qualship 21* but has not yet received a letter from the Coast Guard, they should contact the Coast Guard at the address below.



The Association warmly welcomes the initiative and hopes it will be emulated by other port-state control authorities around the world. It positively rewards the hard work put in by so many ship operators, their shore staff and their masters, officers and crew in making ships safer and seas cleaner.

Full details of the *Qualship 21* initiative can be found on the USCG website at www.uscg.mil/hq/g-m/psc/qualship/qualshippg.htm or from US Coast Guard Headquarters, Office of Compliance (G-MOC-2), 2100 2nd Street, SW, Washington, DC 20593-0001, telephone +1 202 267 2978, email fldr-G-MOC@comdt.uscg.mil

Proof of cover now needed in Australia

Members with ships other than tankers visiting Australian ports should note they are now subject to new compulsory insurance requirements and will need to prove the existence of their P&I cover.

From 6 April 2001, all ships of 400 GT or more (excluding tankers covered by Civil Liabilities Convention – CLC certificate) will be required to carry a 'relevant insurance certificate' containing the following information

- name of the ship
- name of owner
- name and address of the insurer
- start date of insurance
- amount of cover (must not be less than limit of liability under LLMC – Convention on Limitation of Liability for Maritime Claims 1976).

The certificate will need to be produced during port-state control inspections and to the Australian Customs Service on entering or leaving Australian ports.

A six-month period of grace will be allowed before the new rules are fully enforced. Until 5 September 2001 ships without sufficient documentation on board will be given a warning – thereafter they will be detained until the required documentation is produced.

Australian Maritime Safety Authority (AMSA) officials have indicated that if the amount of cover is not set out in the certificate, a reference to the relevant provisions of the vessel's P&I club rules will be sufficient. Club cover will need to extend at least to the level provided for under the 1976 Convention as amended.

AMSA officials have also indicated that although an original or certified copy will need to be produced, a fax or photocopy will be acceptable for up to a month after the annual 20 February renewal.

Further details are available on the Marine Notices page of the AMSA website at www.amsa.gov.au (see Marine Notice number 3 for 2001).

New Swot Quiz Prizes



Enter the *signals swot quiz* and win one of these delightful statuettes of our quiz master 'Bosun Bo' - see page 8 for details.

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NORTH OF ENGLAND

Enclosed spaces – fatalities continue

In previous issues of *Signals* the Association has focused attention on the alarming number of pointless fatalities which result directly from individuals entering enclosed spaces without following appropriate procedures. A *Signals* Special examining the problem in more detail has also been published.

Unfortunately, such accidents continue to occur, often involving long serving seafarers as well as less experienced members of the crew and shore staff. It is notable that the same pattern consistently emerges: one person enters an enclosed space without having fully considered the safety issues involved, collapses, and is then followed in by one or more colleagues who have the good intention of rescuing the victim, but instead become victims themselves.

The initial accident can probably be attributed to carelessness, complacency and failure to follow procedures although a lack of understanding of the danger and poor training and onboard procedures no doubt are contributory factors. The additional fatalities that are unfortunately involved may reflect a part of human nature which tries to override good procedures.

Training people to react correctly

When we see a friend in trouble it is natural to try to assist without necessarily considering the consequences. It is very difficult to overcome this automatic human response no matter how many warnings are issued, but it is the club's view that training provides the most effective answer.

If crew members are regularly drilled in how to respond to such an emergency while ensuring their own safety, then their automatic reaction should be triggered by the results of the training rather than human emotion.

It is crucial that every enclosed space is considered a potential hazard, and the need for proper ventilation must be considered before entering without breathing equipment. The potential consequences of disregarding this simple risk assessment can go even beyond the fatalities of one or more individuals.

If an enclosed space is worked without it being fully ventilated, there is in addition the very real possibility that a build-up of gases may result in a fire or explosion from just the smallest of sparks, causing widespread injury and physical damage.

Making lifeboat drills safe

The latest poster in the MAST (management, safety, training) series accompanies this issue of *Signals*. MAST 9 continues the loss prevention theme by illustrating, in a humorous way, some of the good practices and dangers associated with carrying out a lifeboat drill.

Chapter VI of the STCW Code requires that all persons on a ship receive familiarisation training before undertaking shipboard duties. One of those training requirements is how to locate and don lifejackets and what to do if the 'abandon ship' signal is given. This training should obviously form part of the contingency planning for emergencies that includes musters and drills, as well as being a part of the ship's ISM safety management system.

However, a number of recent reports, including one from the UK Marine Accident Investigation Branch (MAIB), highlight the incidence of injuries and death occurring during lifeboat drills. The MAIB reports that 12 seafarers have been killed and 87 injured over the last 10 years while involved in lifeboat drills or testing.

To put that in perspective, the number of seafarers killed during routine lifeboat operations represents over 15% of the total number of seafarers killed in all accidents during that period.

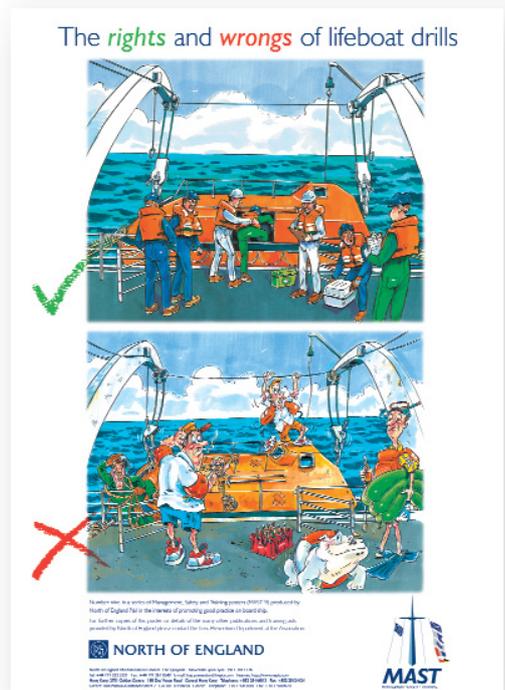
Causes of lifeboat drill accidents

The MAIB report identifies nine main areas where accidents occur. The most common cause of accidents is in relation to the failure of on-load release hooks, usually due to a lifeboat being released involuntarily from one or both of its hooks. Bowsing and tricing have also caused many accidents as have the failure of falls, sheaves and blocks.

Injuries are also commonly sustained to the wrist and hands when using the starting handle to start the engine and there are also several reports of hand injuries as a result of releasing the senhouse slip. Winches are the cause of many accidents as are davits. There have also been injuries resulting from the poor securing of lifeboats causing freefall and inevitably some due to heavy weather.

The Association recommends that lifeboat operations should only be supervised and carried out by suitably experienced and trained seafarers. Planned maintenance and testing should also be carried out strictly in accordance with the manufacturer's instructions, company procedures and statutory requirements.

Copies of the MAIB report 'Safety study 1/2001 – review of lifeboat and launching systems' accidents' can be obtained from the Marine Accident Investigation Branch, Carlton House, Carlton Place, Southampton, SO15 2DZ, UK, telephone: +44 23 8023 5000, fax +44 23 8023 2459, email maib@detr.gsi.gov.uk, web www.maib.detr.gov.uk



Clean holds save money

Shipboard contamination from dirty holds is second only to seawater ingress as a major cause of bulk cargo damage. Resulting claims are generally indefensible and owners often find that the cost of such claims, in terms of lost time and the insurance deductible, is greater than it would have cost to clean the hold.

So what are owners' obligations with regard to hold cleanliness?

The New York Product Exchange time charterparty says vessels should be delivered with 'clean swept' holds, while the Gencon voyage charterparty requires that vessels are 'ready in all respects to load the intended cargo' before notice of readiness can be effective.

Bills of lading generally require that the holds are 'fit and safe for the cargo's reception, carriage and preservation'. This requirement is more rigorous than obligations under time charterparties but similar to the requirements of voyage charterparties. Depending on the nature of the cargo, the holds may have to be more than 'clean swept' if cargo damage is to be prevented.

The 'grain clean' standard

The cleanliness of the hold for a bulk cargo is often determined by whether the hold is 'grain clean'. This is a somewhat imprecise definition as it depends on where the vessel is loading and where it is intended to discharge. Generally, however, 'grain clean' implies that it meets the US Department of Agriculture (USDA) requirements for loading grain cargoes in US ports. However, owners should be aware that the Australian authorities have a somewhat stricter definition of 'grain clean'.

The USDA requirements are extremely detailed but, put simply, require the holds to be free of

- loose rust and scale
- remains of previous cargoes
- moisture
- odour.

Freedom from loose rust and scale does not require absolute freedom – there is a certain maximum area of rust scale allowed. Loose is defined as readily detachable with light pressure from a penknife. Fortunately scaling usually occurs in the lower levels of the holds and it is in most cases possible for the crew to deal with excessive loose rust and scale by chipping and wire brushing.

Getting ready for inspections

Successful inspection is often a matter of first impressions. As a rule of thumb, owners should generally allow one day to clean each hold properly.

The usual reason for a vessel failing an inspection is due to the presence of residues of previous cargoes. Where the previous cargo was a dirty cargo, for instance pig iron, cleaning can often be achieved by sweeping, hosing with salt water, rinsing with fresh and then mopping dry. However, where the previous cargo was another grain, achieving 'grain cleanliness' is often a much more onerous task as grain can often be caught up in the upper levels of the hold. This may require the placing on board of special equipment such as cherry pickers to provide access.

The requirement for holds to be dry and free from odour is usually achieved by ensuring that the holds are well ventilated before inspection. To this end, masters should refrain from painting holds too soon before they are inspected.

Masters should also remember that bilges are parts of holds and they too should be clean, dry and odourless.

When 'grain clean' isn't enough

There are certain cargoes, however, which require a standard of cleanliness greater than 'grain clean'. Certain cargoes such as kaolin, alumina and some mineral sands require holds to be almost pristine. Indeed, some charterparties for these cargoes require that the holds shall have been newly painted before loading.

Some cargoes, such as fertilizer, are also very sensitive to contamination from previous cargoes. Fertilizer imported into, for instance, Australia, is permitted only miniscule contamination from previous grain cargoes before being refused entry outright.

Where very high levels of cleanliness are required, it is for the charterer to notify the owner of this. If it does not and a cargo is rejected for contamination, the owner may be able to recover any losses or liabilities from the charterer.



Validity of instructions to reject cargo

A charterer can instruct a master not to load any damaged or dirty cargo on a particular voyage even if there is no such requirement in the charterparty, according to a recent London arbitration.

Bills of lading must always accurately describe the nature and condition of the cargo loaded on board a ship. If the cargo is in any way damaged prior to loading or not in good order and condition, the bill must be claused to reflect that fact. A clean bill of lading, bearing no comments on the condition of the cargo, can only be issued if the cargo is in a clean and undamaged condition.

Most letters of credit for sale and purchase of cargo require only clean bills to be issued, so it is common for clauses to be included in the relevant charterparty requiring the master not to sign, nor authorise the issuing of, claused bills. There is often also an instruction from charterers to reject any cargo presented for loading that would require a claused bill.

Charterer's voyage instructions judged effective

But what if a charterer issues a voyage instruction insisting on clean bills and there is no supporting clause in the charterparty? A recent London arbitration addressed this point and concluded that voyage instructions were effective and the master was bound to follow them.

The decision may have turned on the specific facts of the case but it would be sensible for owners and masters to treat it as having wide effect. If a charterer does give instructions they should be followed, even in the absence of a related charterparty clause.

From the charterer's point of view it would be better to include a clause in the charterparty about relying on voyage instructions. It is also crucial that very clear and unambiguous instructions are given to the master prior to commencement of loading.

Members are also reminded they should never agree to any request for clean bills to be issued against a letter of indemnity where the cargo is not clean, and should never agree to the inclusion in a charterparty of a clause requiring them to do so.

Dangers of oil major approval clauses

The intent of oil major approval clauses in tanker time charterparties needs to be spelled out very clearly, according to a recent decision of the English Appeal Court. At face value they can put owners at a serious disadvantage.

Tanker time charterparties often include a clause providing that the ship has already been approved by named oil majors and that these approvals will be maintained for the duration of the charter period. It may also require other approvals to be obtained within a particular time.

The consequences of not having, maintaining or obtaining approvals vary from clause to clause but may involve reductions in the rate of hire payable and, in extreme cases, may enable charterers to cancel the charterparty.

Charterparty terminated after 60 days

The recent English appeal court decision in the case of the *Sea Flower* highlights the significant effect that these approval clauses can have. The charterparty required the approval of one oil major to be obtained within 60 days, but this was not obtained in time. The court decided that the approval was a condition of the charterparty so the charterer was entitled to terminate the contract.

If an oil major approval clause is agreed and included in the charterparty, members should be sure that they can in fact comply with it. If the clause requires further approvals to be obtained, members should only agree if they are confident they can get them within whatever timescale is proposed.

The clauses should make it clear precisely what their effect is intended to be. If, as the *Sea Flower* owner argued unsuccessfully, the intention of the parties is that there should be different consequences for

- failing to have or maintain an existing approval
- failing to obtain a further approval

the clause should make it clear that is the intention.

Demurrage claims and documents required

A recent court case in London has highlighted the importance of complying strictly with demurrage clauses and the dangers faced when supporting documents can only be produced by third parties.

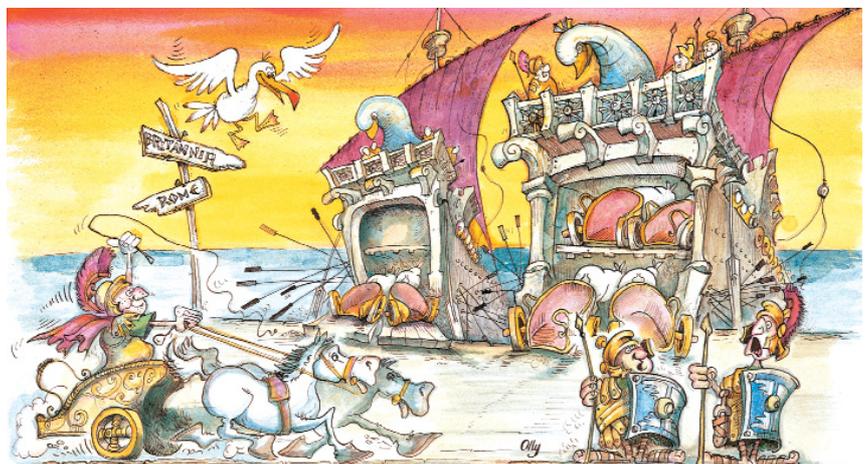
Charterparty demurrage clauses generally require owners to submit their claim within a specific period of time – typically 90 days from completion of discharge – as well as support their claim with a detailed list of documents. Failure to comply strictly with the clauses normally results in demurrage claims being barred.

However, sometimes clauses go further and require the submission of documents that can only be produced by third parties and over which owners might have no direct control.

The recent case involved an oil sale contact which required the seller, the charterer of a ship called the *Yellow Star*, to submit various documents with its demurrage claim – including the owner's demurrage claim and invoice. The seller's claim had to be submitted within 90 days of the bill of lading date but the owner did not issue an invoice within that period. The clause was applied strictly and the seller's claim was barred.

From a member's point of view it is obviously better if such detailed clauses can be avoided. However, that may often not be possible commercially. It is therefore important that where such clauses are included in charterparties or other contracts, care must be taken to ensure that they are complied with fully.

Similarly, members should try to avoid accepting any obligation to provide documents that can only come from third parties. If that cannot be avoided, it would then be advisable to ensure that the terms of the demurrage clause in the charterparty – and any other contract in the charterparty chain that exists with the third party – are back-to-back.



"I tell you Germanicus, these new-fangled Roll-on Roll-off ferries will never catch on!..."

Signals Letters

To Whom it May Concern,

'Signals letters' is devoted to answering specific questions which have been put to the Club by Members or other parties and which may be of general interest to the rest of the membership or other readers of 'Signals'.

Readers are invited, and indeed encouraged, to write to the Editor of 'Signals' at the Association with relevant questions or specific points they may wish to make.

Anonymity will be maintained unless the author asks for his or her details to be published.

The questions can involve any maritime related issue although questions relating P&I claims issues and loss prevention will be particularly welcome.

The Editor

Notification of oil pollution claims

Early notification of claims or potential claims is invaluable in helping the Association control costs. This is particularly true for oil pollution incidents, where the time taken to mount a response can significantly effect the outcome of the overall claim.

The immediate notification and response to a spill is paramount to effective management of the incident. Failure to notify and respond can have disastrous consequences both in terms of financial liability and environmental damage.

In addition to the usual standard information – including vessel name, type, location and agents details – the following additional information will also be most useful if known at the time of reporting the incident or soon afterwards.

- **Location** - coastal, deep sea, in port alongside, at anchor or river/canal transit.
- **Cause** - collision, grounding, contact damage, cargo operations spill, bunker spill or other cause.
- **Nature of spill** - bunker oil, cargo, other or both.
- **Notification** - time of spill and time when the authorities were notified.
- **Responders** - identity of responders, including, QI and SMT (US spill), correspondents, lawyers and spill-response company if already appointed.

This is not an exhaustive list of the information required to deal with a spill and more detailed information should form part of the Member's SOPEP (Shipboard Oil Pollution Emergency Plan) contingency plans for each vessel. Any additional information members are able to provide will always be welcomed by the individual claim handler to assist with his or her understanding of the case.

Switch bills – the importance of time and place

Following the article 'Changing bills of lading' which appeared on page 3 of the January 2001 issue of *Signals* (no. 42), the Association has received a number of enquiries requesting clarification - particularly with regard to the advice on 'place and date of issue'.

When a bill of lading is first issued, it is usual that the 'place of issue' is the port at which the cargo was shipped and the 'date of issue' is the date of shipment. When a new or re-issued bill (often called a "switch" bill) is issued, there is always the question of whether the switch bill should have the same date and place of issue as the old bill or show the actual date when, and place where, the switch bill was issued.

The main reason for confusion is because commercial practice, and what banks expect to see when negotiating any bill of lading against a letter of credit, differs from the strict legal position.

Unwillingness to accept different dates

Letters of credit may specify places and dates of shipment and banks may be unwilling to accept - or to accept only under advisement - a bill of lading showing a date and place of issue which are different from the date and place of shipment.

Though such a bill is nevertheless valid and will probably eventually be accepted by the receiver and its bank, most merchants are unwilling to risk delay in receiving payment and insist that, when required, the switch bill shows the same place and date of issue as the original bill being replaced.

Re-issued bills may not be valid if dates unchanged

A switch bill of lading which shows the same date and place of issue as the original it

replaces is not 'correct' because it is not issued when and where it says it is. A buyer who may wish to avoid a sales contract could, for example, legitimately reject such a bill as being false. It is also possible that an officious bank may reject the switch bill as being incorrect on its face.

In summary: merchants usually want switch bills of lading to show the same date and place of issue as the originals, whereas it is in owners' best interests as carriers that the date and place of issue reflects accurately when and where the switch bills were re-issued. However, it is most important that the switch bill shows elsewhere on its face the actual date of shipment of the cargo and the place of loading should never be changed.

Liabilities can change by re-issuing bills

As indicated in the January 2001 issue of *Signals*, a change in the place of issue may have an affect on which liability regime applies to the contract of carriage. If the regime which applies at the place of re-issue differs from that which applies at the place of original issue, members should consult the Association.

The above advice is given on the basis that the member is the carrier under the bill of lading. If, however, a member is requested to issue a switch bill of lading which shows another party as carrier, it should obtain the carrier's permission before doing so.

Failure to do this may result in the member being liable to the carrier for the consequence of re-issuing the bills, which may have an effect on club cover.

Members should remember however that information to the Association does not detract from or alter responsibilities with regard to reporting pollution incidents to the

appropriate authorities in accordance with local legislation.

Clearly in cases of oil pollution, prevention is better than cure.



Safe speed considerations

The latest COLREGS poster accompanies this edition of Signals. It highlights some of the issues regarding Rule 6 relating to safe speed.

Rule 6 places an obligation on mariners to operate vessels at a safe speed. The purpose of proceeding at a safe speed is to enable mariners always to be in a position to take effective action to avoid a collision whilst also being able to stop a vessel within an appropriate distance.

The rule acknowledges that a speed which may be considered safe for one vessel may be quite unsafe for another and assists mariners in making a proper assessment by defining a number of considerations which should be taken into account.

These considerations are divided into two parts, the first part is to be considered by all vessels whilst the second part concerns vessels equipped with operational radar.

Considerations for all vessels

Recommended considerations to be taken by all vessels concern the ship and the environment in which she is operating.

Reference is made to the prevailing meteorological conditions and sea state, and the effects such conditions may have on a vessel's manoeuvrability. Problems posed by restricted visibility should also be addressed and how the presence of background lights or

back scatter of the vessels own lights at night may effect the mariner's proper lookout.

Consideration should also be given to restrictions imposed upon the vessel's manoeuvrability as a result of traffic density, the proximity of navigational hazards and the available depth of water when compared with the vessel's draft.

Additional considerations for vessels with operational radar

Clearly when drafting the collision regulations it was acknowledged that fitting of radars to vessels enhances mariners' watch-keeping and lookout capabilities. This enhancement may have an effect on the safe speed of vessels as perceived by their masters and crew.

That said, the regulations provide an implied warning to the mariner against the false sense of security such technology may provide.

Mariners are invited to consider the characteristics, efficiency and limitations of the radar equipment on their vessels. Such considerations may include knowledge of blind sectors, the operational mode of the equipment (head up, gyro stabilised, sea stabilised), the wavelength (3 or 10cm) and pulse length. The adverse effects on radar detection created by poor sea state, weather and other sources of interference are also warned against.

Consideration is given to the constraints of the range scale which may be in use. Elsewhere in



the rules mariners are advised to conduct long-range scanning to permit early detection of targets, coupled with which they are warned that small vessels, ice and other floating objects may not be detected at an adequate range.

Finally, the regulations promote the use of radar to make better assessments of density and movement of local traffic while also assisting in making better assessments of visibility. Armed with this knowledge it is hoped that mariners would be in a position to make a reasoned assessment of what is a safe speed for their vessels at any given time.

Sharing information with members

To help the Association assist members in their business and handle claims on their behalf, club staff regularly work with them to address claims issues – often by providing presentations and seminars.

The club's claims database is also being improved to increase the level of information that can be shared with and assist Members.

For example, claims and loss-prevention staff recently visited Mediterranean Shipping Company's (MSC) facilities in Antwerp, viewed the booking and planning operations and toured MSC ships in port. A one-day presentation was also made at MSC's technical and operations facility in Sorrento, Italy, which was attended by serving masters,

chief engineers and chief officers as well as operations staff from Sorrento.

The visits were part of a programme to exchange operational information between MSC and the Association in line with a policy of continuous improvement of joint claims-handling procedures and loss prevention. Practical feedback from terminal and sea-staff proved particularly useful and further meetings are planned.

In response to a member's request the Association also recently presented a five-day training course in P&I insurance and loss prevention in Iran. This was held at the Islamic Republic of Iran Shipping Line (IRISL) club in Tehran and was attended by about 30 staff from different departments

within IRISL as well as other Iranian members and correspondents. Feedback from delegates was very positive and a return visit is already being planned.

Other tailored seminars have recently been organised in Singapore for Ocean Tankers PTE Limited and Tong Joo Shipping PTE Limited, with participation from the club's Newcastle and Hong Kong office staff.

The Association's claims, loss prevention and IT staff have recently joined forces to enhance the club's claims database. The aim is to improve identification of claims trends – for example geographically, by cargo type or by ship type – and in the future to make this fully available to members.

Extended P&I course proves popular

The club held an extended version of its successful P&I training course during the first week of June this year with delegates attending from around the world.

In addition to the one-week course held in Lumley Castle – which has become a regular feature over the last decade or so – it was decided this year to extend the front end of the course by two days. The new part of the course was for delegates who wished to broaden their knowledge of ships, shipping and international trade, which would then allow them to participate more fully in later sessions and workshops of the course.

The first extra day was spent in the Marine Safety Training Centre of South Tyneside

College, followed by a river trip on the College training vessel 'St. Hilda'. The second extra day was spent visiting working cargo ships and the port facilities at Teesport. Feedback from the delegates was very positive and this optional part of the course is likely to become a regular feature.



Practical field work on the new P&I training course

Indian shipping joins world stage

The huge success of the first Indian shipping conference held in London recently underlines the growing international importance of India's proactive shipping industry.

Entitled *Opportunities and issues in the new millennium*, the event on 28-29 May 2001 was attended by an impressive list of international speakers and participants from India, UK, Hong Kong, Singapore, the Middle East, Europe, USA, Panama and Jamaica. Over 80% of those attending were either chief executive, managing director or board director level with all leading Indian shipping companies represented.

Indian shipping minister Arun Jaitley encouraged inward investment by emphasising that a huge number of

opportunities existed in the Indian shipping sector for proven international players. Other keynote speakers included 'PK' Srivastava of the Shipping Corporation of India, BIMCO president Michael Everard of FT Everard and Nicolas Savery of Exmar NV.

The North of England was represented at the conference by Savraj Mehta and Phil Anderson, who made a joint presentation on loss prevention and the ISM Code.

Conference organiser BlueWater Publications said that the response from industry was overwhelming. According to a spokesman: 'The legacy of the conference is that it shows the Indian maritime sector taking a proactive and confident step forward in becoming players on the global maritime stage.'



Phil Anderson and Savraj Mehta discussing loss prevention and the ISM Code at the Indian Shipping Conference.

University prizes



Loss Prevention executive Tony Baker awards this year's prizes at the University of Newcastle.

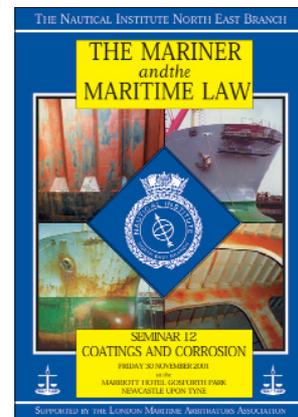
This year's North of England P&I prizes for the most successful students on second-year degree courses in marine technology at Newcastle University were awarded to

- Wee You Toh – Bachelor of Engineering – Naval Architecture
- Wei Liang Lim – Bachelor of Engineering – Marine Engineering
- Angelos Boutsikas – Master of Engineering – Marine Technology

The Association congratulates all three for their splendid achievement.

Coatings and corrosion seminar

North of England P&I Association is again the principal sponsor of the Nautical Institute *Mariner and Maritime Law* annual seminar. The focus of this year's event is on coatings and corrosion.



Trevor Parry of Scientific & Technical Services Ltd, one of the industry's leading coatings experts, will introduce the seminar on Friday 30 November. The topic will then be brought to life with a mock arbitration relating to damage caused to the hold coatings of a bulk carrier.

Delegates will be guided through the various stages of the arbitration by a leading London Maritime Arbitrators Association (LMAA) arbitrator, highly experienced London shipping barristers and coatings experts. They will also be encouraged to offer their views and assessments during the proceedings.

Full details of the seminar and a registration form are in the pamphlet accompanying this issue of *Signals* and are also on-line at the Nautical Institutes' North East Branch website at www.neni.org.uk

The cost of economising with truth

A recent ship inspection in California highlights the importance of avoiding any economies of the truth during port-state control inspections. The incident could have proved very expensive for both the master and ship operator concerned.

During a routine ship visit, US Coast Guard officers discovered what appeared to be attempts to conceal certain facts about oil cargo which had leaked from the cargo tanks into ballast tanks. The Coast Guard alleged that the attempt to deceive involved not only the master and those on board but also management from the office ashore.

Potentially, under 18 USC Section 1001(a), each offence could have carried a personal fine

of US\$ 500,000 and the individuals concerned could spend up to 5 years in prison.

Fortunately on this occasion the Coast Guard decided to exercise leniency and deferred prosecution to allow the ship operator and its staff time to demonstrate in a tangible way that considerable efforts would be put into improving the quality of operation.

Clearly the next offender may not be treated so leniently. Any attempt to mislead or deceive the US Coast Guard, or any other port state control inspector, is not only unwise but stands a very good chance of being discovered – and the consequences are likely to be very severe indeed.

Signals Swot 8 Quiz Winner

Captain Rod Lewis
Arklow Shipping

Runners-up

Mr Yap Hock Guan of Harrisons Trading (Sabah) Sdn Bhd

Captain Dave Wallis of Stirling Shipmanagement Ltd

Captain Michael Pickthorne of Leroy B Whorms Sr & Associates

Jan Gaasbeek of Post & Co (P&I)

Leila of Sea Pars Shipping Services

well done!!!!!!

Signals Swot Quiz

Welcome to Signals Swot number 9. We invite you to pit your wits against "**Bosun Bo**" and become a **Signals Swotter!**

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

- The quiz is open to all readers of Signals.
- The quiz comprises 10 multiple choice

questions - simply tick the correct answer ✓

- Send a photocopy of your answers, along with your name and, if appropriate, name of ship, position on board, company and address to the Editor of Signals at the Association.
- All correct entries received by the closing date will be entered in a prize draw.
- Closing date 14 September 2001.

NEW PRIZES!

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

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

signals swot

Good luck to all you Signals Swotters!!



1 A seafarer notices a friend who appears to be unconscious at the bottom of a ladder in an empty ballast tank. What should the seafarer do?

Immediately try and rescue his friend.....

Call for another seafarer to stand by the entrance and then try and rescue his friend.....

Call for the emergency party with breathing apparatus to carry out the rescue.....

2 What would be the normal consequence of failing to comply strictly with time limits set within a Charterparty demurrage clause?

The owners would then have to produce documents to prove their claim.....

The claims would become time barred.....

The demurrage claims would be reduced pro-rata.....

3 Whose initiative is Qualship 21?

IMO.....

BIMCO.....

USCG.....

ISF.....

4 Seafarers killed during routine lifeboat operations accounts for what percentage of all accidental deaths of seafarers?

1 %.....

5 %.....

15 %.....

30 %.....

5 What test of cleanliness is frequently applied to the holds of a bulk carrier to determine whether it is acceptable to load a bulk cereal cargo?

Grain Clean.....

Swept Clean.....

Washed Clean.....

6 Can a charterer instruct a master not to load any damaged or dirty cargo on a particular voyage even if there is no such requirement in the charterparty?

Yes.....

No.....

Only if a 'Letter of Indemnity' is provided.....

7 What initial reaction is paramount to the effective management of an oil spill incident?

Immediate notification.....

Attempt to leave the area immediately.....

Apply dispersant chemicals.....

8 What is the topic being addressed at this years 'Mariner and Maritime Law' seminar?

Stowaways and refugees.....

Coatings and corrosion.....

Cargo liability clauses.....

9 When considering what constitutes a 'safe speed' - which of the following factors is unlikely to be a valid consideration:

State of visibility.....

Strict operating schedule.....

Traffic density.....

Proximity of navigational hazards.....

10 What is the potential penalty which can be imposed against an individual who attempts to deceive the US Coast Guard under 18 USC Section 1001(a)?

US\$ 5,000.....

US\$ 50,000.....

US\$ 500,000.....



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