

## New COLREGS guide published

North of England's COLREGS poster series, which depicts aspects of the International Regulations for the Prevention of Collisions at Sea, has now been adapted into a guidebook format.

The aim of the posters has always been to dispel frequent misunderstandings and misinterpretations of the most widely used "Rules of the Road", and to provide a graphic illustration of the correct steps to interpret and to apply the Regulations. This guidance has now been supplemented by a brief and effective commentary provided by leading COLREGS experts.

### Expert advice

Much of the text within the guide has been provided by Captain Roger Syms, who has ardently supported the idea of providing an easy to use guide to the COLREGS. This input has allowed the guide to tap into the experiences expressed through the Nautical Institute's extensive appraisal of the COLREGS and their failings. The UK Marine Accident Investigation Branch has also contributed on a number of the ideas within the guidebook.

One of the major issues to emerge from the poster series is that while it is vital to know the contents of the Regulations, simply being able to recite the rules verbatim is no substitute for knowing how to apply them. A coherent and full working knowledge of both the text and its application is vital.

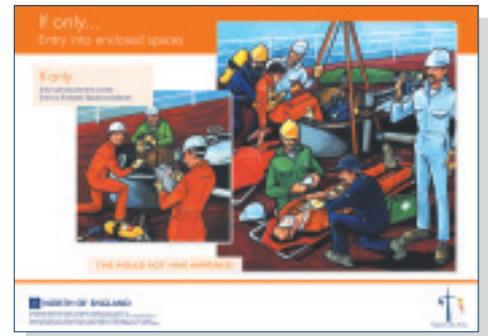
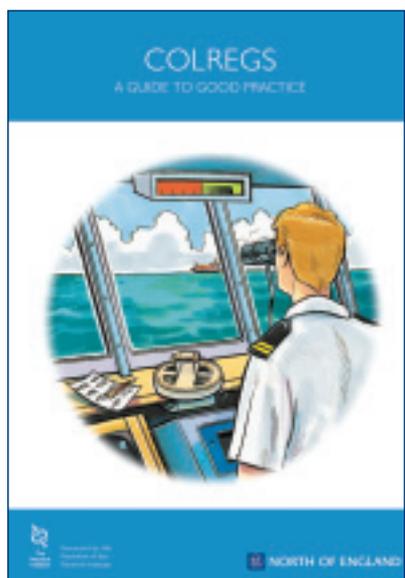
### Mariners are responsible

The Collision Regulations were devised to make the navigation of ships safer. However, with many officers of the watch and Masters not applying the rules properly or effectively they can often cause even greater confusion and risk of collision. This fundamental feature of the COLREGS highlights the fact that mariners are responsible for their own actions. They have to comply with the Rules while ensuring that they take all precautions of the ordinary practice of seafarers - there is no

substitute for the application of common sense on the seas. There can be no excuses - ignorance is no defence and if mariners disobey these laws there will be consequences.

With a foreword by the President of the Nautical Institute, Captain Robbie Middleton, the COLREGS guidebook is intended to provide a graphic, easy to use and thought provoking reminder of the Rules and the processes that should be applied in making them work effectively.

Complimentary copies of the guidebook are being sent to all Members plus two copies to each entered ship with this issue of *Signals*. Further copies can be obtained from the Risk Management department.



## Graphic "If only..." poster series launched

Accompanying this issue of *Signals* is the first of the North of England's new "If only...." series of posters.

The posters focus on the concept of alternative outcomes to common shipboard activities - comparing the right and wrong way of performing a task. After every accident, injury or casualty, we can always say in vain "If only it had been done differently".

The first poster in the series addresses the perennial topic of entry into enclosed space procedures. It focuses on the errors and risks and questions why the accident has happened and how it could have been averted.

### Worst case scenarios

The poster depicts the distressing but all too common scene of dead and injured seafarers being removed from an enclosed space. As the victims are laid on the deck, the full horror of the scene unfolds and the question must be asked of how this tragic loss could have happened.

The aim of the series is to make people think - the frightening worst case scenario image contrasts starkly with the ease of doing the job right. If only the people involved had followed the correct entry into enclosed spaces procedures, the accident would not have happened.

Before any task is performed, however seemingly mundane, everyone must ask the question: "How can it be carried out properly?" Do not end up saying "If Only ...."!

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## Pre-employment medicals pay off

As Members are aware, in 2002, North of England introduced a pre-employment medical scheme for Filipino seafarers. This was in response to an increasing concern that a number of unfit seafarers were slipping through the screening process, putting ships and crews at unnecessary risk as well as the lives of the crewmembers themselves.

Those Members participating in the scheme have experienced a noticeable decrease in cases of unnecessary medical repatriation and associated claims for disability benefits.

With Members having recently reviewed their P&I claims in advance of renewal discussions, this is an ideal time to consider what cases could have been avoided if more thorough screening had been part of the recruitment process. This is particularly relevant to Filipino crewmembers as many constitutional and pre-existing conditions are still being declared as work related and compensated accordingly. Effective screening is more important than ever and a most worthwhile investment.

For further information contact the personal injury claims team at the Association.

## Controlling healthcare costs

Fortunately, for most shipowners, hospitalisation of crew is an uncommon event. Though this is good news it does mean that Members are not usually well versed in how to approach what can often be the confusing world of hospitals and healthcare.

It should be very simple. When an injured crewmember requiring hospitalisation is disembarked, he or she should be taken to the nearest appropriate hospital in order to receive proper care and attention for which the shipowner will be charged a reasonable cost. Happily this is the case in much of the world but there are some jurisdictions where healthcare issues are a lot more complex.

In some ports private medical establishments may pay local agents a retainer so that any patients will be directed their way, irrespective of whether that is the best facility for the crewmember's treatment. Hospitals often have several different invoicing rates depending on who is paying. Whereas domestic insurers may be familiar with the local systems and can negotiate with the healthcare provider accordingly, this is not usually true of occasional users such as shipowners' who may need medical attention themselves when the final invoice is received.

### Contacting local correspondents

When an accident occurs there is not always time to consider the different options available and certainly the first priority should be the immediate medical attention of the patient. However, where time allows, it is always prudent to advise the Club in advance so that, where appropriate, we can take guidance from local correspondents. Even where the crewmember has already been hospitalised it is often a worthwhile exercise to involve the local correspondent, who can negotiate with a facility regarding the cost of care. This regularly results in a reduction of overall costs without there being any loss in quality.

Savings can be substantial and can be expected to outweigh the cost of involving the correspondent. Local independent assistance is often to be recommended in any event to ensure that the patient is comfortable and to liaise between the hospital, the patient and the owner - reporting on medical progress and providing general assistance, such as with interpretation.

Where injuries are minor and any visit to hospital will be brief, such precautions may not be necessary. However we do recommend that the Club is always contacted for guidance.

# Electrical and chemical burns

Unfortunately several times each year the Association is advised by Members of incidents on board their ships where crewmembers have been severely burned. However, relatively few burns are caused by fires.

More common are the burn injuries sustained by crew in their normal course of employment, in particular electrical burns, chemical burns and severe scalding from steam or hot water. These types of injuries can still be life threatening and should be taken seriously by all on board.

Many routine tasks carried out on board are potentially dangerous and the slightest deviation from an established routine may lead to an accident or serious injury. Thought should always be given as to how to improve safe working practices on board.

### Electrical burns

The "permit to work" system has proved a very effective loss prevention tool and is especially appropriate for electrical work, hot work and machinery maintenance.

If you are ever confronted with a person who is being electrocuted, make sure you do not become the next casualty. If possible switch off the current, otherwise insulate yourself, or else pull the casualty from the electrical source with an insulated flex. Alternatively push him or her away with a strong non-conductor such as a piece of dry wood, before taking appropriate first aid measures.

### Chemical burns

Chemical burns are frequent occurrences and all personnel involved in the handling, stowage, storage and use of shipboard chemicals should be familiar and fully conversant with the potential hazards as well as emergency procedures.

In the event of being splashed by chemicals, remove contaminated clothing and wash the affected areas

for at least 20 minutes. The eyes are particularly vulnerable to chemical splashes and should be given priority. If only one eye is affected, incline the head to that side to prevent the chemical from running across into the other eye.

With proper training, planning and the right clothes and equipment, many injuries of this type, including near fatal burns, may be completely avoided.



# Cargo - Quality v. Condition

Is this a good cargo in bad condition or a bad cargo in good condition? This is a question that Masters have to ask themselves frequently and there is no easy answer.

For instance, grain for animal feed is allowed to contain amounts of other grains, impurities, mouldy cargo, and so on, which would not be allowed if the grain was destined for human consumption. Therefore, if the Master is loading a grain cargo which contains other grains, various impurities and/or is slightly mouldy, but no one can tell him or her whether it is destined for human or animal consumption, is the Master entitled to assume that it is for animal consumption and therefore in "good condition"? Or should he or she assume that it is for human consumption and therefore in "bad condition"?

The best explanation of the difference between the quality of the cargo and the condition of the cargo was contained in a report issued by Brookes Bell Jarratt & Kirman as follows:

"Throughout my stay it was clear to me that there was confusion between the quality of the cargo and its condition, it is, of course, the latter to which a master must pay heed when considering whether a

cargo can be described as clean on board. In view of this confusion, set out below are definitions of the two terms:

## QUALITY

*A distinguishing characteristic, property, or attribute. The basic character or nature of something.*

## CONDITION

*State of health or physical fitness, esp. good health (esp. in the phrases in condition, out of condition)*

In the case of the subject cargo, therefore, its quality was essentially its conformity with the specification... this was not an issue with which I was concerned; rather my involvement was with the condition of the cargo, in the sense of whether it has been damaged or contaminated".

In all cases, where a Master is concerned that the cargo might be in bad condition, he or she should call in the Association's local correspondent who will be able to advise and, if necessary, appoint a surveyor to assist.

## Responsibility for loading and discharging

The Hague and Hague Visby Rules impose various obligations on the carrier with regard to the cargo. In particular, Article III Rule 2 obliges the carrier to "properly and carefully load, handle, stow, carry, keep, care for and discharge the goods carried". This obligation is, on the face of it, very wide in extent. There is however an indication offered by a recent Court of Appeal decision that there may in fact be some limitations on the scope of this obligation.

*Jordan II* was fixed on a voyage charter on FIOST terms, the charterparty expressly making the shippers charterer and receiver responsible for loading and discharging. The terms of the charterparty were incorporated into the relevant bills of lading. The Court of Appeal decided that the carrier would not be liable for any of the cargo damage unless it had resulted from some act or intervention, for example if the Master had interfered with the cargo handling operations. That was not so in this case.

### Owners need not be responsible

The court decided that Article III Rule 2 does not compel owners to be responsible for loading and discharging but does impose an obligation to do so properly if these tasks are carried out by owners. Therefore, in this case, the carrier did not need to bring itself within the exceptions contained in Article IV to avoid liability.

The decision would appear to apply only in circumstances where responsibility for cargo handling operations does not rest with the owner. It does highlight that care needs to be exercised if the Master or ship's officers are to intervene in cargo operations. On the other hand, it does not mean that there should be no intervention at all, particularly if the ship's officers observe practices or see the cargo being handled in ways that adversely affect the safety of the ship or cargo. If Members are in any doubt they should seek advice and guidance from the Association.

### Appeal pending

Caution should in any event be exercised before relying too heavily on the recent decision as an appeal is pending to the House of Lords. One particular question that remains is whether any provision that effectively enables the carrier to opt out of the obligations imposed by Article III Rule 2 should be null and void. Article III Rule 8 provides that "any clause... relieving the carrier from liability for loss or damage to goods arising from negligence, fault or failure in the duties and obligations provided in this article or lessening such liability otherwise than in these... rules shall be null and void and of no effect".

## Container stowage - getting it right

It is often assumed that when containers are lost or damaged because a vertical stack of containers collapses, it is because the container lashings have failed. However, in most cases, the underlying cause is more likely to be incorrect stowage than incorrect securing or container lashing failure.

Container vessels are fitted with a system for securing containers on-deck, and under-deck if necessary, that has been approved by a Classification Society. The system will have been designed so that the containers will be satisfactorily secured throughout the voyage, provided the securing devices are used in accordance with the vessel's Cargo Securing Manual and also that the stowage is in accordance with the Manual.

### Weight is critical

With regard to stowage, the total weight and the weight distribution within a container stow are critical factors. The total weight of a stack of containers (stack weight) is limited according to the strength of the ship's structure, including the hatch covers, and the capabilities of the lashing system. Exceeding the allowed stack weight will result in excessive loads on the ship's structure and increased forces acting on the lashings and container structure, possibly leading to failure when the ship is in a seaway.

More significantly the design of the lashing system may also impose a limitation on the weights of containers at different heights within a stack. Exceeding the weight limit at any tier, or loading heavier containers over lighter ones, will cause an

increase in the forces acting on the lashings and individual container structures, also potentially leading to failure.

In practice it will be up to the planners at the loading terminal and the ship's officers to ensure that both the stowage and securing requirements of the Cargo Securing Manual are complied with. It is important that the terminal planners are provided with the relevant stowage parameters prior to planning.

### Plan must be provided

Ship's officers should not allow loading to start until a stowage plan or details for the relevant under-deck or on-deck area has been provided. This will allow time for an appraisal as to whether the stowage is correct and stack and tier weights are within the allowable limits. As loading continues, any changes made by the planners to the initial plan should be notified to the ship's officers, who should also note any changes to the actual stowage.

The ship's master and officers have an obligation to exercise due diligence to ensure that the ship is seaworthy. This includes ensuring that containers are stowed and secured so as to prevent damage to the ship or to other containers, even if stowage and securing are the responsibility of the charterer under the charterparty.

If any problems with the stowage plan are noticed, especially when stack or tier weights would be exceeded, the ship's officers should bring these to the attention of the stevedores and terminal planners so that the stowage can be rectified.



# Stowaway Supplement

Stowaways regularly feature in *Signals* articles and were the subject of a *Signals Special* in 2001. Unfortunately, the problem continues to grow. North of England claims figures show a steady increase in both the number and cost of stowaway cases handled by the club. More importantly perhaps, is the cost of delay to ships, and the time and manpower involved in resolving a situation that is increasingly out of all proportion to the initial problem.

But, if you think things are bad now... think again and consider the implications of the International Ship and Port Facility Security (ISPS) Code. The new security measures will come into force in July 2004 and will fundamentally affect every shipowner which operates internationally. It is for these reasons that we are highlighting once more the issues surrounding stowaways.

This special feature will look at steps that Members and ships' staff can take to prevent stowaways, what to do if stowaways are found, and some of the insurance implications.

## Types of stowaway



### Refugees

Refugees will be attempting to escape war, civil unrest, or political or religious persecution. These stowaways tend to be impulsive and often have no papers.

### Economic migrants

Other migrants may simply be moving in an attempt to obtain a better standard of living.

### Asylum seekers

Asylum seekers are refugees trying to reach a country where asylum may be granted, or economic migrants claiming asylum so as not to be repatriated. They will often try to conceal their true identity or adopt the nationality of an area where there is conflict.

### Illegal immigrants

In contrast, most illegal immigrants usually do not intend to make their presence known to the authorities, hoping to enter a country undetected.

### Criminals

The last type of stowaway, and perhaps the most worrying, are the criminals. They may be violent and uncooperative and may be involved with drug transportation or other illegal activities.

Stowaways are generally treated as illegal immigrants at the port of disembarkation in accordance with the legislation of the countries concerned. However, stowaways who request asylum should be treated in accordance with the relevant United Nations' conventions. They may be declared to be illegal immigrants later if an application for asylum is rejected by the immigration authorities.



Stowaway hot spots

Courtesy of BIMCO

People stow away on ships for many reasons but usually they are attempting to leave a region of conflict, instability, or social or economic deprivation for a country where they expect there to be stability, opportunity and a better way of life.

As the number of refugees and migrants increases worldwide, many governments are hardening their attitudes and reducing the number of legal immigrants they accept, forcing migrants to travel illegally, often by ship. Although vessels may be far more vulnerable in hot spots such as some African

ports, there is almost no port in the world that can be considered completely safe from stowaways, as the above chart from BIMCO shows.

Different types of stowaways present different problems to ship's staff and may require distinctive action to be taken. Considerable investigation, identification and repatriation costs can be incurred, which are usually passed on to the shipowner. It is therefore useful for Members and seafarers to understand the type of people they are dealing with.

## Dealing with stowaways

If stowaways are found, the master needs to take action that follows the company's procedures. If stowaways are found while the ship is in port or as the result of a stowaway search then they should obviously be sent ashore. However, this may be difficult if they do not have identification or are not of the nationality of that country.

If stowaways are found when the ship is at sea, the immediate action is to carry out a search for other stowaways and to look for concealed belongings and papers. The master should establish the identity of the stowaways and what documentation they carry. Stowaways may not wish their identity to be known, so may conceal documentation or give false information about their country of origin, especially if they intend to claim asylum.

The master should then contact the ship operators and the agent at the next port of call. The shipowners must contact the P&I club as soon as possible, but the master should also carry details of P&I correspondents so that he or she can contact the correspondent at the next port directly.

Advising the local agent is particularly important, as many countries will now apply fines to a ship where insufficient notice has been given to the local authorities regarding the presence of stowaways on board. Such fines can be substantial. The agent should be able to advise on local procedures and obligations and ensure the appropriate parties are properly notified.

The master has a humanitarian obligation to provide food and water to the stowaways and including sleeping accommodation, washing and toilet facilities. This is not always easy, particularly if there are many stowaways. Stowaways may be hostile and a danger to the crew, in which case they may have to be kept apart in suitable cabins and a watch kept. There may also be danger of infection from disease.

After the vessel arrives in port the Port Facility Security Officer and immigration authorities will determine what measures should be undertaken to secure the stowaways and prevent them escaping. They may even insist that stowaways are placed ashore in a custodial area and guarded.

Immigration authorities will only grant permission for a stowaway to be repatriated if he or she has the correct travel documents, or temporary travel documents have been issued by a national embassy or consulate. Before the P&I correspondent can approach an embassy or consulate for travel documents, the identity of the stowaway must be established. This is not always an easy matter and further questioning using an interpreter may be required. It may require skilled interviewers to obtain truthful answers from the stowaway. In addition, passport size photographs of the stowaway and a full set of fingerprints will often be required.

## Preventing stowaways

To minimise stowaway problems it is obviously better to prevent people getting on board a ship in the first place. Prevention should ideally take place both in the port and on the ship.

The problem of stowaways is in fact a very simple security problem – it is one of access control. From 1 July 2004, control of access to the ship will be an integral part of the Ship Security Plan required by the ISPS Code. The following paragraphs highlight examples of the sort of measures ship operators might include in Ship Security Plans to implement the key areas of stowaway prevention – access and restricted areas.

At any level of security, access to the ship should be tightly controlled. Initially this means establishing the ways by which access can be gained, for example using mooring ropes and cargo equipment, as well as by accommodation ladders, gangways and ramps.

The approved access route, usually the accommodation ladder, should be permanently manned and only persons who have a proper reason should be allowed to board. All persons boarding and disembarking should be positively identified by an appropriate means of identification, such as an identity card or boarding pass including a photograph, which can be verified.

Having established controls on the authorised access routes, the unauthorised routes should be guarded. This can be achieved by closing and locking ship-side doors, removing over-side ladders, fitting guards on mooring ropes or anchor cables and ensuring that the deck and over-side areas are well lit. The deck areas need to be patrolled regularly and the patrols may also need to observe the land and sea approaches to the ship. Closed circuit television cameras could also be used.

Preventing stowaways boarding with the cargo, especially containers, is a particular problem that



requires the co-operation of the port or terminal operators and perhaps the charterers. Ships staff can however take some precautions such as checking to make sure container seals are intact and paying special attention to empty, open-top or open-sided containers.

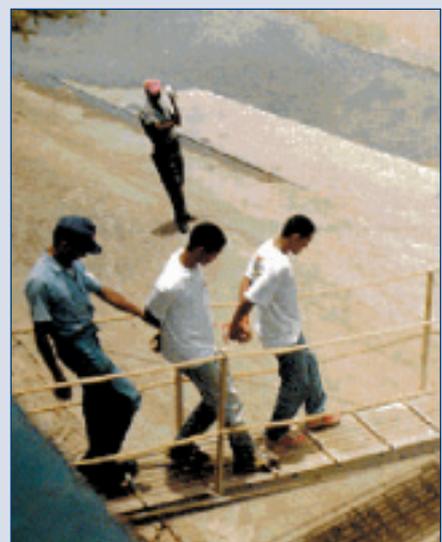
Although access to the ship is controlled, there is still a possibility that unauthorised persons may get on board, or that authorised persons such as stevedores may try to hide. The second line of defence on the ship is to designate restricted areas to which no one has access except authorised members of the crew.

Examples of restricted areas are the bridge, machinery spaces, crew accommodation, cargo spaces and stores spaces. Fitting suitable locks, surveillance monitoring equipment and devices that detect intruders automatically can provide protection. Restricted areas should also be patrolled regularly and guarded in times of heightened security.

As a final precaution, and to supplement the measures taken under the Ship Security Plan, a stowaway search should be carried out before the ship sails.

Once all the information has been obtained, the P&I correspondent can apply at the national embassy or consulate of the stowaway. Embassy officials may sometimes interview a stowaway to satisfy themselves that he or she is one of their nationals before they will issue temporary travel documents. Often several embassies are contacted before a stowaway's true nationality and identity is confirmed.

In many countries the authorities will give no assistance, such that getting a stowaway repatriated is impossible even if the necessary travel documents have been arranged. The immigration authority at the next port should then be notified. The Association will coordinate with the P&I correspondents at the vessel's scheduled ports until the stowaways are successfully disembarked and repatriated.



# Effect of the ISPS Code

Under the ISPS Code, if there are "clear grounds" that a ship is not in compliance with the Code, the authorities are likely to apply security control measures to ensure compliance. Part B of the Code gives some examples of "clear grounds": Having stowaways on board may well be seen as evidence of a breach in the ship's security arrangements and "clear grounds" that the ship is not in compliance with the ISPS Code. This will inevitably lead to further difficulties in disembarking stowaways and additional delay and cost to the Member.

P&I cover may be reduced or rejected if the club's Directors consider that the Member did not take adequate steps to prevent the stowaways boarding. The introduction of the ISPS code is likely to mean that the measures taken to prevent stowaways, and the level of due diligence that will have to be demonstrated, will need to be increased.

## US perspective

In the United States, the USCG requires that "Masters of all vessels confirm before entry into territorial waters of the US, that there are no individuals on board other than those listed on the Advanced Notice of Arrival. Should stowaways be discovered aboard any vessel, the stowaways must be detained on board and properly cared for until the proper authorities take the individuals into custody". Because the US authorities consider the presence of stowaways on board vessels to be a potential security threat, every effort should be made to prevent their boarding in foreign ports. If stowaways are found on board prior to a vessel entering US waters, their presence should be made known immediately to the US authorities, and they should be carefully guarded until they are disembarked from the vessel.

## Role of the charterer

The expenses arising from the presence of stowaways on board a vessel are normally the responsibility of the owners or operator of that ship. However, it is possible that a charterer may also have an interest in, and responsibility for, some or all of the expenses involved, depending on the circumstances of the incident. For example, stowaways may have boarded by secreting

themselves away in the cargo, a particular risk in the case of containers. They may, as another example, be from the stevedores, for whom charterers may be responsible.

It may be possible to argue from the point of view of basic legal principles whether the owner or charterer, should be liable under the charterparty for the consequences of stowaways being found on board the vessel. However the position will not always be clear. It is therefore advisable to include a suitable clause in the charterparty. This will then introduce a degree of certainty into the contractual relationship and the possibility of disputes can be reduced if not avoided altogether. One such suitable clause is the *Stowaways Clause for Time Charters* published by BIMCO reproduced below. This sets out in an as fair and even handed manner as possible to divide responsibility between owners and charterers depending on how the stowaways came on board the ship.

Charterparties should now also include clauses to deal with the impact of the ISPS Code (as discussed in Signals 54). Depending on the wording of the clause used (e.g. the BIMCO *ISPS Clause for Time Charter Parties*), notwithstanding that it does not refer specifically to stowaways it may be capable of applying to stowaways and apportioning liability between the owner and charterer. Nevertheless it is recommended that even where there is an ISPS clause in the charterparty, the BIMCO stowaway clause should also be incorporated in any event to avoid any uncertainty and argument about who is to bear the consequences of stowaways being on board.

## IMO Guidelines

Problems with repatriating stowaways are increasing and greater restrictions on movement without travel documents are making cases more difficult to resolve. More co-operation from governments would be very beneficial.

The IMO recognised the problem some years ago and issued guidelines – Guidelines on the Allocation of Responsibilities to Seek the Successful Resolution of Stowaway Cases – that were adopted by an IMO Assembly Resolution in 1997.



However, many countries have hardened their attitudes recently and acted in a way counter to the guidelines. As a result, the IMO incorporated standards and recommended practices for the resolution of stowaway cases into the Convention on Facilitation of International Marine Traffic (FAL Convention) in 2003.

The new measures require ships to undergo a thorough search in accordance with a specific plan or schedule when departing from a port where there is a risk that stowaways may have boarded. They also urge shipowners to instruct their masters not to deviate from the planned voyage to seek the disembarkation of stowaways, unless permission has been granted by the authorities of the state of the port to which the ship deviates or there are extenuating security, health or compassionate reasons.

Further information about the "Guidelines on the Allocation of Responsibilities to Seek the Successful Resolution of Stowaway Cases" (Resolution A.871(20)) and the FAL Convention can be obtained from the IMO at 4 Albert Embankment, London, SE1 7SR, United Kingdom, Telephone: +44 (0)20 7735 7611, Fax: +44 (0)20 7587 3210, Website: [www.imo.org](http://www.imo.org)

# BIMCO Stowaways Clause for Time charters

Courtesy of BIMCO



(a) (i) The Charterers warrant to exercise due care and diligence in preventing stowaways in gaining access to the Vessel by means of secreting away in the goods and/or containers shipped by the Charterers.

(ii) If, despite the exercise of due care and diligence by the Charterers, stowaways have gained access to the Vessel by means of secreting away in the goods and/or containers shipped by the Charterers, this shall amount to breach of charter for the consequences of which the Charterers shall be liable and shall hold the owners harmless and shall keep them indemnified against all claims whatsoever which may arise and be made against

them. Furthermore, all time lost and all expenses whatsoever and howsoever incurred, including fines, shall be for the Charterers' account and the Vessel shall remain on hire.

(iii) Should the vessel be arrested as a result of the Charterers' breach of charter according to sub-clause (a) (ii) above, the Charterers shall take all reasonable steps to secure that, within a reasonable time, the Vessel is released and at their expense put up bail to secure release of the Vessel.

(b) (i) If, despite the exercise of due care and diligence by the Owners, stowaways have gained access to the

Vessel by means other than secreting away in the goods and/or containers shipped by the Charterers, all time lost and all expenses whatsoever and howsoever incurred, including fines, shall be for Owners' account and the Vessel shall be off hire.

(ii) Should the vessel be arrested as a result of stowaways having gained access to the Vessel by means other than secreting away in the goods and/or containers shipped by the Charterers, the Owners shall take all reasonable steps to secure that, within a reasonable time, the Vessel is released and at their expense put up bail to secure release of the Vessel.

# P&I CLUB COVER FOR STOWAWAYS

## Stowaway costs

The cost of having stowaways on board can be considerable. As shipowners will be aware, they are responsible for arranging and funding the disembarkation and repatriation of any stowaway who boards their vessels. In addition to the costs of looking after the stowaways, many countries impose fines for having stowaways on board a ship when it arrives and some impose fines if stowaways escape from a ship. In some countries the immigration authority may also request a guarantee to cover the costs of detention and repatriation as a condition of allowing a stowaway to disembark.

The Association provides insurance cover for Members in respect of their losses and liabilities relating to stowaways. Like other clubs, North of England has a specific rule concerning stowaways, Rule 19(5), which states that the risks covered are

"Expenses other than those covered under Rule 19(6) - see diversion expenses later in the article - incurred by the Member as a consequence of stowaways being or having been on board an Entered Ship.

*PROVIDED ALWAYS THAT* in Rule 19(5) the Directors may in their absolute discretion reject or reduce any claim if it is considered that adequate steps have not been taken to guard against the Ship being boarded by stowaways."

The costs incurred by Members in respect of stowaway claims may include the following:

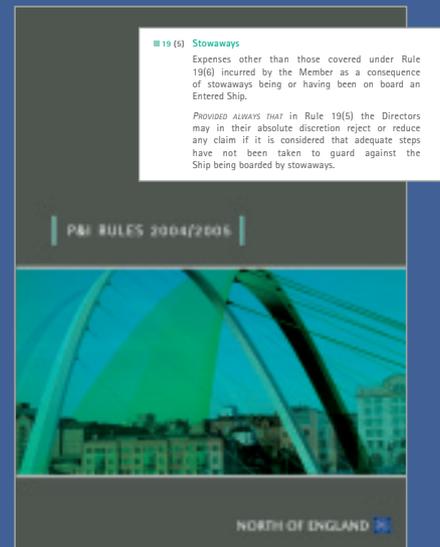
- fines due to stowaways being on board
- cost of guards employed to prevent stowaways from escaping (requirement in certain ports)
- victualling expenses
- clean clothing, bedding and toiletries
- embassy fees
- jail or detention expenses
- repatriation flights for stowaways
- flights and accommodation expenses for escorts
- expenses incurred by agents, but only those expenses directly associated with the stowaways

Although P&I cover is very wide in its scope, it is important to note that certain expenses may be specifically excluded. An example of this would be repairs to damage on an entered ship that has been caused by stowaways.

Cover may also be reduced or rejected if the club's Directors consider that the Member did not take adequate steps to prevent the stowaways boarding.

## Diversion expenses

Another important issue is that of diverting the ship to land stowaways. Cover is again provided by P&I Clubs for this purpose. North of England Rule 19(6) covers the diversion expenses of an entered ship to the extent that those expenses



"...are incurred solely...for the purpose of landing stowaways or refugees..."

Although the net operational costs resulting from a diversion to land a stowaway are covered, certain expenses incurred may be specifically excluded from P&I cover. An example would be any claim for loss of hire that has occurred.

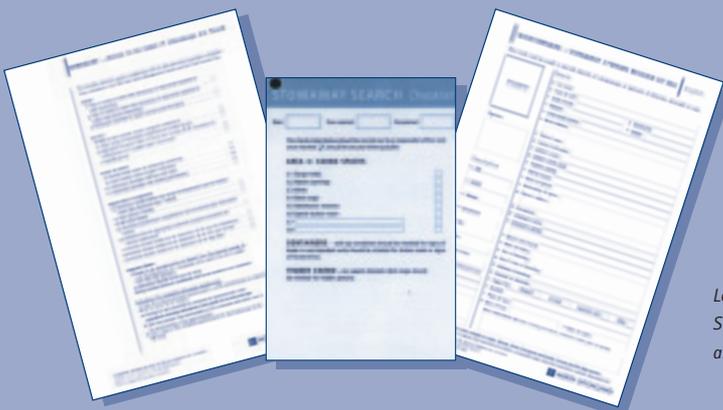
It is also important to note that if Members wish to divert the vessel to land the stowaways, the Association must be contacted beforehand to confirm whether the diversion is deemed reasonable. If cargo is on board the vessel a diversion may, in certain circumstances, be deemed an unreasonable or unjustifiable deviation under the contract of carriage. It may then be necessary for Members to arrange additional shipowner's liability (SOL) insurance cover to ensure that their position is fully protected if a breach of the contract of carriage occurs.

## Checklist and questionnaire

A laminated checklist and questionnaire are provided with this edition of Signals to be kept on board ship and photocopied when needed. The checklist provides the master with guidance on the action to take if stowaways are found. The questionnaire will help him or her prepare and send the stowaway information required by the Flag State, the authorities at the next port of call and

the P&I Club. Additional copies are available in Arabic, Chinese, French, Portuguese and Swahili.

*Members requiring additional copies of the checklists or questionnaires should contact the Risk Management Department at the Association or download them from the Club website at [www.nepia.com](http://www.nepia.com)*



Left to right: Action checklist, Stowaway search checklist and Stowaway questionnaire.

## The reality

Although the IMO has issued guidelines to governments regarding the prevention of stowaways, port security in many parts of the world has remained extremely lax and it remains to be seen whether the ISPS Code will improve the situation.

Unfortunately, responsibility still rests almost entirely with Members and ships' crews to try and prevent stowaways, and with Members working with the Association to get stowaways disembarked when they do manage to board.

Resolving stowaway cases can only get more difficult after the introduction of the ISPS Code, which makes prevention all the more crucial.

# "Subjects" Revisited

The use (and abuse) of conditional "subject" clauses during the course of fixture negotiations is well-known to all engaged in chartering vessels. In a weak freight market a charterer may demand clauses such as "subject to board approval" or "subject stem", simply to hold the ship in his hands while he checks the market in the intervening period to find a cheaper one. (This article does not examine the use of "subject details", which in English<sup>1</sup>, as distinct from American<sup>2</sup>, law, indicates that the parties do not yet intend to be bound.)

The effect of the above "subjects" is to make the existence of a binding contract conditional upon the charterer obtaining board approval or, where the fixture is "subject stem", obtaining an actual cargo to load within the agreed loading period. The case of *Kokusai KKK v. Johnson*<sup>3</sup> confirms that such terms do not oblige charterers to make any effort to find a cargo or obtain board approval.

It does not follow, however, that the only question for charterers is whether to lift their subject clauses. If rates have hardened in the period between agreement on main terms and the deadline for lifting subjects clauses, charterers will usually wish to take the vessel, even if only to sub-charter to another. But are they free to lift the clauses, even though in reality they have not yet obtained a cargo?

## Validity of lifting clauses

Many chartering brokers would be tempted to reply "of course", recognising that once charterers' subject clauses are lifted, owners are pleased to have a firm fixture and would not question whether charterers had in fact secured a cargo. But if, after subject clauses have been lifted, an owner does not wish to proceed with the fixture, the question may

arise whether the charterer clauses have indeed been validly lifted.

If the parties have clearly stipulated that their agreement is conditional upon something happening or being done before a certain date, the court will not see any reason to alter that arrangement. Charterers can, however, waive compliance with the subject clause if they can show that it was for their benefit alone. An example of *unilateral waiver* would be where a charter or sale is "subject to survey" and the charterer or buyer decides to proceed without any survey. The owners cannot claim that the absence of a survey means there is no binding contract.

But apart from the above example, it is unusual in a chartering context to find a subject clause which can be said to be uniquely for one party's benefit. "Subject stem" may appear at first solely to benefit charterers, but in many cases owners will wish to know that charterers have a definite cargo stem, such knowledge facilitating owners' preparation of cargo spaces and voyage planning.

## Obligations of parties

A fixture may be made subject to a condition that it is to be immediately binding, but if some future event – such as the opening of the St. Lawrence Seaway – does not occur by a certain date, then either the contract ceases to bind or one party is to have the right to avoid the charter.

Finally, the fact that there is no bilateral contract until subject clauses are lifted does not mean that both parties are free to walk away. If the clauses are to be lifted (or not) at charterers' option, owners may be considered to have assumed an immediate binding obligation, from which they cannot withdraw unless and until charterers fail to

lift the clauses<sup>4</sup>. Such a contract is known as a "unilateral" contract, because, while owners are obliged to wait to see whether charterers lift their subject clauses by the agreed deadline, charterers are under no obligation to lift them.

The lessons can be stated simply. Firstly parties should avoid subject clauses if they want to be sure of a fixture. Secondly if charterers wish to hold owners to an offer, without yet committing themselves, they should avoid multiple clauses instead stipulate "subject charterers' board approval".

<sup>1</sup> See, e.g., *The BAY RIDGE* [1999] 2 Lloyd's Rep. 227

<sup>2</sup> *Great Circle Lines v. Matheson* (681 F2d 121 [1988])

<sup>3</sup> (1921) 8 L.L.Rep.434

<sup>4</sup> See Diplock LJ's analysis of such contracts in *United Dominions Trust (Commercial) Ltd v. Eagle Aircraft Services Ltd* [1968] 1 W.L.R. 74



## Contracts (Rights of Third Parties) Act 1999

The Contracts (Rights of Third Parties) Act 1999 amended the long established English principle that only a person who is a party to a contract can sue on it. A third party (such as a broker) can now enforce a term in a contract to which he or she is not a party (e.g. a charterparty) if it:

- provides that the third party may do so, or
- confers a benefit on the third party (e.g. payment of commission), unless the main parties to the contract specify that it is not enforceable by a third party.

The application of the Act to charterparties was highlighted in a recent case (*Nisshin Shipping Co Limited v Cleaves & Co Limited and others* (2003) LMLN 0627), where it was held that a broker was entitled to claim against an owner to enforce a right to commission arising under a charterparty.

### Uncertainty on dispute resolution

What is particularly significant about the Cleaves case is that it demonstrates that where a charterparty contains an arbitration agreement, a broker may enforce a right to commission arising under that charterparty by arbitration. This is on the basis that the arbitration clause is wide enough to encompass a dispute between an owner and charterer about the payment of commission notwithstanding that the broker is not a party to the arbitration agreement itself.

However, there is an argument that a third party should not be entitled to take the benefit of such an arbitration clause unless the clause so specifies. Therefore, though a third party may be entitled, subject to the provisions of the 1999 Act to enforce a term of a contract by suing on it, he or she should

not necessarily be entitled to invoke a dispute resolution clause for this purpose. The Cleaves case may be subject to an appeal.

If owners and charterers want to prevent a broker or other third party enforcing a term in a charterparty, the easiest solution is for the charterparty to specify that it is not intended to be enforceable by a third party. If the charterparty is silent on this point, it will not prevent a third party from enforcing a term in the contract, assuming the other elements of the 1999 Act are satisfied.

Members should contact the Association's FD&D Department for further advice or assistance.

## EU says Masters cannot be security officers

A disagreement between the (IMO) International Maritime Organisation and European Maritime Safety Agency (EMSA) has emerged which could have serious (ISPS) Code compliance consequences for Members who have appointed their Masters as ship security officers.

EMSA is considering a ruling that any vessel calling in European ports after ISPS Code implementation on 1 July 2004 on which the vessel's Master was the designated Ships Security Officer (SSO) would be found not in compliance with the Code. According to EMSA the words "accountable to the master" make the appointment of the Master as SSO a compliance issue.

This has prompted the IMO into swift action. It has stated that the Master can be the ship security officer - and stressed that definition of the safety officer should be viewed in conjunction with SOLAS regulation XI-2/8 on "Master's discretion for ship safety and security", which makes it clear that the master has ultimate responsibility for safety and security.

The IMO has gone on to add that the control of the issue rests with the flag State and cannot be deemed a port State control concern.

In light of the difference of opinion and confusion, the Association would recommend that members fully assess all available options before appointing the Master as SSO as this may have repercussions for future ISPS Code compliance.

Members are urged to discuss all ISPS matters, such as investments in training, procedures or equipment, with their flag State for clarification.

## New US Customs Regulations

The United States Customs and Border Protection (CBP) introduced new regulations in April requiring all carriers transporting cargo to US ports to submit cargo information via the Vessel Automatic Manifest System (Vessel AMS).

Ocean carriers and non-vessel operating common carriers must comply with three major requirements

- 1 transmit an automated cargo manifest via the Vessel AMS.
- 2 obtain a Standard Carrier Alpha Code (SCAC) to be included on the cargo manifest and bills of lading
- 3 post an International Carrier Bond (ICB).

The CBP must receive the cargo declaration information 24 hours in advance of loading for all containerised goods and non-exempt break-bulk cargoes from the carrier via the Vessel AMS. For bulk cargoes (both dry and liquid) and certain exempt break-bulk cargoes, the cargo manifest must be received at least 24 hours in advance of the vessel's arrival at the first US port.

The Association has posted comprehensive advice for Members on its website about the new requirements.

Further information about the Vessel AMS is available from the CBP website:

[http://www.cbp.gov/xp/cgov/import/operations\\_support/automated\\_systems/ams/](http://www.cbp.gov/xp/cgov/import/operations_support/automated_systems/ams/)

## Canada's new 24 hour notice rule

In response to the 11 September 2001 terrorist attacks in the US, Canada is implementing its Advance Commercial Information (ACI) system - the so-called "24 hour notice rule" - on 19 April 2004. This will require carriers and freight forwarders electronically to report cargo and conveyance data prior to arrival in Canada, thus enabling the Canada Border Services Agency (CBSA) to identify goods of an unknown or high risk. ACI is similar to the US Automatic Manifest System (AMS), in conjunction with which it was developed.

Under the ACI initiative the ultimate responsibility for reporting falls on "marine carriers", the carrier who issues the bill of lading/contract of carriage will be the party responsible for transmitting the cargo data to the CBSA. The conveyance of vessel data, will be filed by the owner therefore, it is possible that two separate submissions may have to be transmitted to the CBSA.

### Data requirements

In order to transmit the data, each carrier will need a "carrier code" which will identify the carrier in question. The carrier will also have to post a bond to secure payment of duties, taxes and other charges - including penalties incurred for failing to comply with the ACI programme. Since the bond is intended to secure the movement of the cargo the "carrier" who files the cargo data will need to post the bond. The nature and amount of the bond has not yet been established. Freight forwarders, who may not wish to divulge information to carriers or their agents, may apply for their own "carrier code" and may electronically transmit this information directly to the CBSA.

The CBSA's website provides details on how the information can be transmitted ([www.cbsa-asfc.gc.ca/import/advance/faqs-e.html](http://www.cbsa-asfc.gc.ca/import/advance/faqs-e.html)). It should be noted that the CBSA will allow third party service providers to transmit the required information on behalf of the carrier for a fee.

The ACI requires the marine conveyance data to provide details identifying the vessel, its capacities and scheduling and routing information. The cargo data to be filed requires a "detailed commodity description". The descriptions must be in plain language but detailed enough to allow CBSA officials to identify the size, shape and characteristics of the commodity. Consequently general descriptions such as "apparel", "electronics", and "equipment" are not acceptable and should be replaced with more specific terms such as "clothing", "personal-household electronics" and "automotive equipment" for example.

### Reporting time frames

The most important feature of the ACI is the time frame for reporting the conveyance and cargo data. At this time, US loaded cargo is not subject to advance electronic reporting, though reporting requirements will be required in a future phase of ACI. For all other cargoes shipped, the timing will depend on the type of cargo. Generally, for containerised cargo, the data pertaining to the goods shipped must be transmitted electronically 24 hours prior to loading the goods on the vessel that will transport the goods to Canada. A carrier will be allowed to load a container if the CBSA has not issued a "hold" notice within 24 hours of successful data transmission of cargo.

For bulk cargo, the data must be transmitted electronically 24 hours prior to arrival in Canada. For other cargo not shipped in containers or not in bulk, the report is in 2 steps: first the cargo data must be transmitted 24 hours prior to loading on board the vessel that will carry the goods to Canada, and second, if authorisation to load is granted, the data must once again be transmitted 24 hours prior to arrival in Canada.

Data regarding empty containers must be transmitted 96 hours prior to arrival in Canada. If cargo is transhipped during the course of the voyage, the cargo data must be retransmitted at least 24 hours prior to transshipment. Cargo remaining on board in Canada while in transit to a third country must also comply with the same time frames.

### Effects of non compliance

No mandatory penalties have been created in the ACI's initial implementation for failure to comply with the reporting requirements, though it is anticipated penalties will be added. However, parties which fail to provide accurate data electronically within the stipulated time frames will be subject to loading delays in a foreign port, and increased rates of examination. In some circumstances, vessels may be refused entry into a Canadian port, or containers could be refused authorisation for landing in a Canadian port.

Further details on the implementation of ACI are available on the CBSA website at [www.cbsa-asfc.gc.ca/import/advance/menu-e.html](http://www.cbsa-asfc.gc.ca/import/advance/menu-e.html)

If Members should have any questions regarding the implementation of the ACI they should contact the FD&D department. The Association wishes to thank Borden Ladner Gervais LLP of Montreal for providing this information.



# Declaration of Security – the new contract in shipping

One of the primary instruments being introduced through the International Ship and Port Facility Security (ISPS) Code on 1 July 2004 is the Declaration of Security. This is an agreement, set out in a standard form specified in the appendices to part B of the Code, that is reached between the ship and port authorities about the security measures to be taken and who will be responsible for implementing them.

The Declaration of Security is therefore a checklist and verification tool of the security measures to be undertaken by the ship and port authorities. It will form an essential link in the ISPS audit trail.

## Requesting a declaration

A Declaration of Security can be requested by the ship, but only in the circumstances prescribed by the ISPS Code, or when instructed to do so by the ship's Flag State. According to Part A of the ISPS Code (part 5.2), the occasions when it can be requested by the ship's master or Ship Security Officer include

- when the ship is operating at a higher level of security than the port facility
- when there has been a security incident, or security threat, involving the ship or port facility
- when the ship is in a port that is not required to have a Port Facility Security Plan.

A Declaration of Security can also be requested by the port facility in circumstances prescribed by the appropriate Port State authority. According to part B of the ISPS Code (part 5.3), examples of the occasions when the Port Facility Security Officer can request a declaration include

- when embarking or disembarking passengers
- when loading or discharging dangerous goods or hazardous substances.

For example, the United States Coast Guard will require US port facilities to exchange a Declaration of Security at security level 1 when receiving a

cruise ship or when a ship is carrying certain dangerous cargo in bulk. When US port facilities are at security levels 2 and 3 all ships will require a Declaration of Security.

The Ship Security Plan should detail the procedures for responding to requests for a Declaration of Security to be exchanged.

## A key role

After the implementation of the ISPS Code on 1 July 2004 the Declaration of Security is likely to assume a key role because there will inevitably be a period when not all port facilities have implemented a Port Facility Security Plan as required by the Code. This may cause problems for a ship when calling at subsequent ports, which will need an assurance that the ship has maintained proper security throughout its voyage. Although not mentioned in the Code, in this situation a ship will need to keep a record of the security measures taken as evidence for use at subsequent ports. The master or Ship Security Officer should therefore request the issue and agreement of a declaration of security using the ISPS Code format.

The port facilities of Port States that need to comply with the ISPS Code are required to provide "points of contact" that give details of those that have a Port Facility Security Plan and contact details of the appropriate Port Facility Security Officers. Company and ship security officers should use these points of contact to find out if the port facilities they intend to visit comply with the ISPS Code.

If a port facility does not have a Port Facility Security Plan, the Port State points of contact should provide details of a suitably qualified person who can arrange appropriate security measures for the ships visit, including a Declaration of Security if necessary.

Flag States will specify the minimum period that Declarations of Security shall be kept by vessels. However, it should be noted that under the ISPS

Code records must be kept of all special or additional security measures taken at the vessel's last 10 ports of call.

## A multi-purpose document

Finally, it is clear from the ISPS Code that the Declaration of Security can be both a checklist and a declaration of compliance. The Declaration of Security lists what the ship and the port facility have to do to achieve the required level of security. Realistically, the ship may be able to do very few of the tasks that are going to be required at security levels 2 and 3 and the port facility will need to undertake those functions. This will all be set out and agreed in the declaration. All that is missing is the price the port facility will charge. The Declaration of Security may well therefore serve a third function as an invoice, which port authorities present to ship operators for providing security services.

*The Association is grateful to Eamon Moloney, partner in the Shipping & International Trade Group at Eversheds, for help in preparing this article.*

*Information about national "points of contact", and Port Facility Security Plans in operation, can be obtained from the Global Integrated Shipping Information System (GISIS) website: [www2.imo.org/ispscode/](http://www2.imo.org/ispscode/)*



## Keeping charts up-to-date

The Association has become aware of a number of recent cases in which the quality of the chart management aboard vessels has been a major contributing factor in casualties.

Groundings, strandings and numerous Traffic Separation Scheme contraventions continue to highlight a failure to keep charts and publications up to date. SOLAS Chapter V *Safety of Navigation*: Regulation 20 requires that a vessel shall have onboard adequate and up-to-date charts, sailing directions, notices to mariners and other publications necessary for the intended voyage. It is therefore essential that all nautical publications be corrected and updated by every available means.

Concise guidance on correcting charts and chart management is available in a pamphlet titled *How*

*to Correct Your Charts the Admiralty Way* (NP294) and provides a variety of examples of step-by-step techniques to correct charts and publications. This product may be purchased from the Admiralty Charts and Publications website at [www.ukho.gov.uk/how\\_to\\_buy.html](http://www.ukho.gov.uk/how_to_buy.html).

## Charts subject to port-State inspections

Chart corrections have also proven to be a major source of concern with port State control inspections, with inspectors paying close attention to charts and nautical publications. In the event that an inspector determines the charts/publications are inadequate, or that no efficient correction procedure exists, immediate action will be required to remedy the situation. Whereas it is appreciated that many vessels' trading

patterns see them call into ports where Notices to Mariners and other publications may not be readily available, it is vital that current editions of sailing directions, tide and current tables, charts and chart corrections are ordered well in advance for delivery to the ship on a regular basis.

An extremely useful alternative is the web-based Weekly Notices to Mariners updates for paper charts and publications provided by the United Kingdom Hydrographic Office (UKHO). These can be accessed free of charge through the searchable service at [www.nmwebsearch.com](http://www.nmwebsearch.com) or via the UKHO corporate address: [www.ukho.gov.uk](http://www.ukho.gov.uk).

The latest weekly update is available from 12.00 noon (UK time) on the Wednesday prior to the official publication date.

## Loss prevention seminars in Germany and Denmark

Tony Baker from the Association's Risk Management Department gave the opening talk at the 11th annual Nautischer Verein zu Bremen seminar in Germany at the end of February 2004. The day's subject, "ISPS Code in Theory and Practice" was well received by the 250 plus delegates, including many North of England Members.

Tony's presentation set the scene for the day by raising questions about the effect of the International Ship and Port Facility Security (ISPS) Code on maritime security, international trade, ship operators, charterers and of course, seafarers. The other speakers at the conference gave an interesting cross section of views from ship operators, security consultants, port operators and police, classification societies and the law. Needless

to say, there was a lot of informed debate and discussion, and the organisers should be congratulated on a very well run event.

Jeremy Miles, Mark Robinson and Tony Baker from the Association's FD&D and Risk Management departments also visited Copenhagen at the beginning of April 2004 to participate in several in-house seminars for Members Eitzen Bulk, Lauritzen, DS Norden, Clipper Elite Carriers and Comet.

The informal seminars were primarily about the implications of the ISPS Code on the ship owner / charterer relationship and the need for suitable charterparty clauses to avoid disputes in the case of delays and expenses arising out of the new maritime security measures. The four half day seminars were all well attended and generated a lot of useful discussion.



*The Associations Jeremy Miles and Mark Robinson at the offices of Eitzen Bulk.*



*The Associations Tony Baker among the delegates at Nautischer Verein zu Bremen*

## Norwegian Coastal charterparty revisited

The Association's in-house Norwegian attorney, Rune Dybedal, was appointed by the Norwegian Ship Broker's Association as a legal advisor in revising the Norwegian Coastal charterparty.

The charterparty, first introduced in 1949, has been revised several times in the intervening period. Due to some significant changes in the Norwegian Maritime Code during the 1990s, it was considered appropriate to adopt the legal changes into the charterparty. Furthermore, it has also been an aim to make it more accessible - particularly for smaller vessels in the dry bulk trade.

Rune presented the final draft at the Norwegian Shipbrokers Association's seminar in February 2004. Although the revised charterparty involves significant changes, particularly in the liability provisions and dispute resolution, the delegates confirmed their approval. The charterparty should create a balanced contract for the carriage of cargo, particularly within Scandinavian waters.



## Model Student

The winner of the North of England's 2004 award for the highest achieving student on South Tyneside College's HND programme in Nautical Science was also the best ever student to complete the course.

Georgina Alderman, who completed her cadetship with Member Andrew Weir Shipping, achieved distinctions in staggering 17 subjects with a merit pass for the remaining subject. Georgina's tutor explained that the college had never experienced such an excellent result before and clearly it would take a lot of beating.

During the final college phase of 26 weeks, Georgina did not miss a single day's study. Her end of term report reflected some of the qualities which qualified Georgina as the most appropriate winner of the North of England prize. She is variously described as "...highly motivated...", "...completely professional...", and a "model student".

Congratulations are extended to Georgina along with best wishes for a happy, safe and successful career at sea.



*Georgina with her proud parents (right), Dr Phil Anderson (centre) and Phil Stone (left), Head of Nautical Science Faculty, South Tyneside College.*

## Algerian pollution fines

A number of recent instances of fines being imposed by the Algerian Ministry of Environment have highlighted a stricter line being taken on unauthorised painting of ship's hulls.

The fines do not appear to stem from any new legislation within Algeria but rather from a stricter

application of existing pollution laws and an increased vigilance by environmental inspectors.

Members are therefore strongly advised against hull painting in Algerian waters without first gaining permission from the authorities.

## Three Peaks challenge

On 12 and 13 June this year, teams from various companies in the shipping industry will be taking part in an event organised by Cargill to raise money for the British & International Sailor's Society (BISS), a charity that supports seafarers and their families around the world. The Challenge involves teams of three people climbing Ben Nevis, Scafell Pike, and Snowdon - the highest mountains in Scotland, England and Wales respectively with a combined height of more than 11,000 feet - within a period of 24 hours.

Three members of staff from North of England will be taking part in this challenge - Neil Davison, Adrian Durkin, and Mark Robinson - with the aim of

making as much money as they can for this very worthy and valuable charity. They are therefore actively looking for sponsorship and pledges of financial support for taking part in this event. Anyone interested in finding out more about this challenge, and more importantly in offering money, should contact Neil, Adrian or Mark at the Association.

Any and every contribution, no matter how small, will be most gratefully received. Many seafarers and their families are dependent on the generous support of BISS, but BISS in its turn is dependent on the generous support from, in particular, everyone else involved in the shipping industry.

### Swot Quiz 19 - Answers

1. Bimco 2. Importation of GM foods 3. Kuala Lumpur 4. IACS and Intertanko 5. The ISM Code 6. 4.5 to 6.5 million tonnes 7. No 8. MAIB 9. NAT or IKA 10. Plastic Sheets and kraft paper

## Signals swot 19

### Quiz Winner

**Mr Alvin Ng**

Glory Shipmanagement, Singapore

### Runners-up

Mr Malcolm Igglesden - Robert Fleming Insurance Brokers, London

Cevdet Gunal Tuzun - Vitsan, Turkey

Sergiy Gubanov, Oskar Wehr, Germany

Captain Zawar Hussain Khan - United Arab Shipping, Kuwait

Mr E Dearlove, Seacor Marine, Hull

*well done!!!!!!*

## Signals Swot Quiz

Welcome to Signals Swot number 20. We invite you to pit your wits against "Bosun Bo" and become a *Signals Swotter!*

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

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

- Send a photocopy of your answers, along with your name and, if appropriate, name of ship, position on board, company and address to the Editor of Signals at the Association.
- All correct entries received by the closing date will be entered in a prize draw.
- Closing date 15 June 2004.

### PRIZES!

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

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



# signalswot

Good luck to all you Signals Swotters!!

**1** What could this statement be defining: 'A distinguishing characteristic, property, or attribute. The basic character or nature of something'

*The quality of the cargo*.....

*The condition of the cargo*.....

*The apparent order and condition of the cargo*.....

**2** What sort of useful information can be obtained from the UKHO website?

*Weather routing*.....

*Port security guidance*.....

*Navigational chart correcting..*

**3** To what does the '24 hour notice rule' apply in Canada?

*Laytime*.....

*ACI*.....

*Stowaway declaration*.....

**4** Who provided the Foreword to the new COLREGS guide?

*Capt. Robbie Middleton*.....

*Mr. William O'Neil*.....

*Capt. Roger Syms*.....

**5** Which mountain will not be included in the three peaks challenge?

*Ben Nevis*.....

*Everest*.....

*Snowdon*.....

**6** When was the Norwegian Coastal Charterparty first introduced?

*1936*.....

*1949*.....

*2003*.....

**7** Will the USCG require a US port facility to exchange a Declaration of Security at security level 1?

*Yes, probably*.....

*No, not likely*.....

*Not relevant*.....

**8** What is the title of the new NEPIA poster series?

*'If only'*.....

*'What if'*.....

*'Carry on'*.....

**9** Would the presence of stowaways on board constitute 'clear grounds' of non-compliance with the ISPS Code?

*No, not likely*.....

*It is of no relevance*.....

*Yes, probably*.....

**10** For how long should the affected area be washed following a chemical burn?

*At least 5 minutes*.....

*At least 20 minutes*.....

*At least one hour*.....

# 20

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

• 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).

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