

# P&G Guidelines

## Practical Notes for Ships' Personnel

### Bills of Lading

A bill of lading is one of the most important documents in the shipping industry because it is not only a receipt for cargo shipped or received for shipment on a vessel, but also because it is often evidence of a contract of carriage between the Company and the owner of the cargo. Most importantly, it is usually the document proving who owns the cargo.

The following details summarise the key points masters and officers must bear in mind when being asked to issue or sign mate's receipts and bills of lading, or when authorising a third party to issue bills of lading on the vessel's behalf. It also covers situations where a request is made to deliver cargo without production of a bill of lading or to carry a bill of lading on board the vessel.

#### Contents of the bill of lading

In order to protect the Company's interests as well as their own, the master or chief officer should check that both the mate's receipts and the bills of lading are correctly drawn up before they are signed. If a third party such as the agent or the charterer's representative has been authorised to sign the bills of lading in accordance with the mate's receipts, the master should pay particular close attention to ensuring that the information shown on mate's receipts is accurate.

In certain cases it may be possible to clause the mate's receipts and bills of lading with the words

### Ship Security

In accordance with the requirements of the International Ship and Port Facility Security (ISPS) Code, the security of the vessel must be maintained at all times. This includes the monitoring of boarding arrangements, denying access to unauthorised persons and ensuring that only lawful goods are carried. Since incidents involving stowaways, piracy or terrorism may also result in significant claims, it is essential that vigilance is intensified when operating in areas of increased risk.

Should any of the following points conflict with aspects of the vessel's Ship Security Plan, precedence should be given to the latter.

**Stowaways**  
Stowaways can be expensive to repatriate, fines and heavy costs may be incurred and it is often difficult to find countries willing to let them disembark, particularly if they have no documents. A thorough search of the vessel before departure is crucial as it is far easier to send stowaways ashore in the port where they boarded.

A further search shortly after departure is also recommended as stowaways sometimes emerge soon after the vessel has sailed to seek food and water or a more comfortable place to hide. It should also be borne in mind that if one stowaway is found, there may be more on board.

In order to mitigate any penalties in the event of a successful stowaway attempt, it is important that details of shipboard stowaway searches conducted prior to and after departure, the areas checked and all other precautions taken by the vessel are recorded in writing.

These may include safeguards such as gangway watches, the employment of additional security personnel, identity checks, security rounds, accommodation access restrictions, illumination arrangements and the security of cabins, storerooms and cargo spaces.

If stowaways are found after sailing:

- Treat them firmly but humanely.
- Search them for identification papers, weapons and drugs.
- Search the area where they were found for hidden identification papers, weapons and drugs.
- If identification papers are discovered, place them in the vessel's safe to prevent them from being destroyed.
- Confine the stowaway(s) to a safe and secure area when not under close supervision.
- Provide them with adequate food and drink.
- Do not force them to work against their will.
- Do not sign them on ship's articles.
- Interview each stowaway individually to ascertain:
  - name
  - date and place of birth
  - nationality
  - address

In regions where anti-piracy naval forces are operating, vessels should submit details of their intended passage to the appropriate coordinating centre prior to entering the area. As far as possible, vessels should always join escorted convoys and follow official recommendations regarding position reporting, transit corridors and communication arrangements.

With regard to anti-piracy measures, the following points should be considered:

- Deploying additional watchkeepers and lookouts
- Maintaining a careful lookout both visually with binoculars and by radar
- Reducing the duration of watchkeeper and lookout periods to minimise fatigue
- Using fire hoses, razor wire and security gills as physical deterrents together with passive defence equipment such as night vision goggles, acoustic devices, false "high voltage" signs and "dummy" lookouts

Should a military assault team board the vessel, crew members should drop to the deck and cover their heads with both hands keeping them visible and empty. It is important to understand that the

If the attackers manage to board the vessel and provided there is sufficient time, further messages should be sent to the naval forces. Company and crew members are fully secured inside a closed, resistance and confinement are not recommended to minimise the possibility of violence. Remaining calm and agreeing to the demands of the attackers will help to defuse the situation.

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### Bunker Disputes

Bunker disputes usually occur for two reasons; the disagreement over the quality supplied or the provision of unusable or off-specification fuel. It is important that action is taken to protect the vessel's interests should such situations arise.

**Quality**  
Off-specification bunkers may result in non-compliance with mandatory sulphur limits, poor consumption, loss of speed and, in some cases, damage to the vessel's machinery or equipment. Some bunker contracts allow the vessel to question the notification of bunker problems, therefore checks regarding quality should be carried out as early as possible. In order for claims involving off-specification bunkers to stand a greater chance of success:

• Prior to bunkering, check that the specification stated on the bunker delivery note is correct and within the engine manufacturer's limits and compliant with the applicable MARPOL maximum sulphur content

• Carry out a compatibility test before bunkering operations begin

- As far as possible, load bunkers into empty tanks and do not mix with other fuel on board
- Test bunkers for the presence of water to check compliance with the engine manufacturer's specifications

• In addition to the MARPOL sample and the samples drawn for use by the supplier and charterer, take at least four representative samples at the manifold during bunkering, preferably unattended

• Ensure that all samples are witnessed and signed jointly by the Chief Engineer and the supplier

- Seal and mark all samples with the date and time of sampling and the seal number

• Until the samples are sealed and signed, ensure they are held in a secure location

- Send at least one sample for independent analysis ashore. If possible, the vessel should wait until the analysis results are known before the vessel's bunker contract is signed.
- Retain at least two samples on board until all bunkers of that batch have been consumed without difficulty
- Follow any recommendations made by the analysis company regarding the treatment and use of the bunkers
- If, after departure, it appears that the bunkers are off-specification:
  - Notify all interested parties of the problems immediately (e.g. bunker supplier, Company, charterers, agents)
  - Where independent testing shows the sulphur content is not MARPOL compliant, the ship's flag state needs to be notified, with copies to the competent authority of the relevant port of destination, the port state who has jurisdiction over the bunker supplier and to the bunker supplier themselves. Always check the latest MARPOL notification requirements in this regard
  - Try to avoid consuming the suspect product
  - Forward the following information to the Company or charterer (as appropriate):
    - invoice or indications that the bunkers do not meet required specification
  - Take photos of the damage when first observed
  - Ensure that records are available showing:
    - date and time when the suspect bunkers were first used
    - take(s) from where the bunkers were taken

The West of England is a leading P&I Club. It provides insurance cover for shipowners' and charterers' legal liabilities to third parties.

The Club exists solely for the benefit of its Members and provides protection and assistance to safeguard their interests.

This service is supported by a network of correspondents, lawyers and technical experts a round the world.

"said to be ..... weight and quantity unknown" or "said to weigh ..... weight and quantity unknown", particularly in the case of bulk cargoes. However, this should not be done without obtaining approval from the Company first.

**Description of the cargo**  
The cargo should correspond with the description given in the mate's receipts and bills of lading. If there is any doubt, the documents should not be signed or authorised to be signed and the Company should be contacted immediately.

**Condition of the cargo**  
Mate's receipts and bills of lading normally state that the cargo is shipped or received for shipment in "apparent good order and condition". These words mean that, in the opinion of the master, the external appearance of the cargo suggests that it is in good condition and undamaged. If the cargo does not appear to be in good condition externally or seems to be damaged, the mate's receipts and bills of lading should not be signed or authorised to be signed or authorised to be signed immediately.

**Weight and quantity of cargo**  
The master or chief officer should ensure that the quantity of cargo as stated in the mate's receipts and bills of lading (both the weight and the number of packages or units) corresponds with the vessel's weight or tonnage as determined by tally sheets, boat notes, draught surveys, ullage calculations and similar records. In the event of a difference between the vessel's figures and the figures shown on the mate's receipts and bills of lading, the Company should be informed immediately. If the Company cannot be contacted, the master or chief officer should sign the mate's receipts and bills of lading in accordance with the mate's receipts and bills of lading. The Company should be informed immediately. Pending the arrival of the mate's receipts and bills of lading, the Company should be informed immediately. Pending the arrival of the mate's receipts and bills of lading, the Company should be informed immediately.

**Letters of indemnity**  
Third parties may sometimes be asked to sign or authorise the signing of the mate's receipts or bills of lading which state that the cargo is in apparent good order and condition when this is clearly not the case, or show an incorrect quantity shipped or received for shipment, or have been dated incorrectly. In return for doing so the master may be offered a letter of indemnity. Such indemnities are almost always worthless and accepting them may mean that the master is party to a fraud. If a letter of indemnity is offered it should not be accepted.

**Club correspondents**  
The Club's local correspondents will be familiar with problems regarding the issuing of the mate's receipts and bills of lading. If the Company cannot be reached or if advice is required, the local correspondent may be contacted for assistance.

**Original bill of lading retained by the master**  
It may sometimes be agreed between the Company and the charterer or cargo owner that the master is to retain the original bill of lading on board against which the cargo may be delivered. In such cases the bill of lading need not reflect this arrangement. The master should contact the Company for advice about what details should be recorded on the bills of lading before they are signed or authorised for signature.

**Non-production of original bill of lading**  
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In the event of an accident or incident that may result in claims, a favourable outcome often depends on the availability of accurate information and good records. The purpose of this booklet is to remind you of what the Club may need in order to best protect you and the Company operating the vessel.

If an accident or incident occurs and urgent assistance is required, you can obtain help from one of the Club's local correspondents.

If you are unable to reach the correspondent, you may contact the Club direct.

### Cargo

**Event of condition, loss and damage**  
The vessel is obliged to take good care of the cargo, and to do everything possible to ensure that it is delivered in the same condition as received. This means that the vessel may be held responsible for damage or losses if the cargo was not loaded, stored and discharged in a satisfactory manner. If cargo operations were not properly controlled or if the cargo received insufficient care during the voyage. It is essential that all operations regarding the handling, securing and monitoring of the cargo are documented in full, bearing in mind that it may be impossible to defend claims if the appropriate records cannot be produced. See claimants frequently try to hold the vessel liable for cargo damage or losses which actually occurred ashore, the significance of keeping accurate records is clear. Similarly, claimants often allege that the vessel was not "seaworthy" or "cargoworthy" may be groundless or exaggerated, it will be necessary to demonstrate that "due diligence" was exercised prior to departure in order to make the vessel seaworthy and cargoworthy. The importance of this obligation cannot be over-emphasised. It is essential that the vessel's condition is documented in full, and that the vessel's condition is documented in full, and that the vessel's condition is documented in full.

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Details of all correspondents, together with the Club's Rule Book, may be seen and searched at [www.westpandi.com](http://www.westpandi.com).

These documents and the website also contain the contact details of the Club's Claims Teams and individual members of staff at the Club's offices in London, Piraeus, Singapore, New York and Hong Kong. In addition, a duty officer is always available by telephone on +44 (0)7795 116602.

### Reporting, gathering and preserving evidence

The early stages of a collision or property damage incident are critical and a preliminary report, including the information listed below, should be submitted to the Company and the local Club correspondent as a matter of urgency. Once notified about the incident, the Club will evaluate the situation and initiate appropriate investigation and protective measures as necessary.

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