

Hellas HiLights

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UK P&I AND
UKDC ARE
MANAGED
BY **THOMAS
MILLER**

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HiLights is a periodical newsletter from the Thomas Miller Hellas Team.

It covers the latest news and events from the region as well as topical issues affecting our Members. If you have any suggestions for future issues, please send your comments and ideas to Efcharis Rocanas at: efcharis.rocanas@thomasmiller.com

Welcome

The renewal season has come to an end for another year and spring is in bloom! Thank you for your continued Membership, which we do not take for granted. If at any time you have any questions or queries please do not hesitate to contact me directly.

2019 promises to be another busy and exciting year, not least because the UK Club is celebrating its 150th year. In June 2018, we launched a global maritime safety competition 'Investing in a Safer Tomorrow'. The competition challenged students and those embarking on a maritime career both at sea and on shore, to develop innovative, industry changing ideas with a focus on improving safety at sea. The competition winner will be announced at the Club's Gala Dinner in London on the 4th July. We will also be hosting events around the globe to celebrate the occasion. You can find out more about the 150th on the Club website.

This edition of HiLights features articles from loss prevention and safe anchoring, pollution laws in China and SPRO contracts and updates on the various activities we have been involved in over the last few months. We also begin our 'Spotlight on' feature which aims to provide an inside view of an individual in the Hellas office. See if you recognise the first participant...

As always, if Members would like articles on specific topics included in future editions please contact our Editor, Efcharis Rocanas at: Efcharis.Rocanas@thomasmiller.com

Wishing you all a healthy and positive 2019 policy year!

Daniel Evans

Regional Director and Club Manager

MLC and Port State Control vs wages and contracts

Senior Claims Executive Eva Ioannidou takes a look at the interpretation of the MLC and the role of Port State Control in respect of wages and contract duration.

The Maritime Labour Convention 2006 (MLC) entered into force in 2013, setting mandatory standards and recommended guidelines for the seaman's life at sea and for the conditions on board, as well indicating the shipowners' obligations for the conditions of employment, minimum basic wages and the duration of employment.

The MLC aims to ensure that specific conditions on board are followed and that the seafarer's entitlements and allowances are properly provided for and incorporated in the contracts of employments. Port State Control inspections take place to verify that the MLC is properly implemented. It is during Port State Control that deficiencies can be observed and reported. As you may have experienced, the MLC can be interpreted differently by relevant authorities. The inspectors focus not only on the actual conditions of the seafarer's life on board but go a step further by checking the seafarer's wages and the duration of their contract. Irrespective of the Flag State's approval and the presence of the relevant Declaration of Maritime Labour Compliance Part I (DMLC I) and Declaration of Maritime Labour Compliance Part II (DMLC II) the inspectors on some occasions interpret the MLC guidelines as Mandatory Standards that should be followed by the shipowner when employing crew members.

It has transpired from recent cases in certain Port State controls, that deficiencies were imposed to ships specifically for the wages scale and the minimum period of employment when these were in fact in line with the MLC.

There are notable consequences to the Owner when Port State Controls reach the decision that there is a deficiency. By way of example the inspectors in certain ports (despite the DMLC I and DMLC II certificates being in place) sometimes consider wages paid to certain seafarers not in accordance with the International Labour Organization (ILO) minimum wages for able seamen, and that their contract duration was longer than nine months imposing to the involved ships "prior departure rectification" deficiency. In these cases Owners faced exposure to off hire and detention by the authorities. Prompt action was taken by the Club with

the assistance of the appointed local lawyers, and the Owners' position was successfully defended, arguing that the MLC contract period and the minimum wage for able seafarers were illustrated in the MLC as Guidelines and not as Mandatory Standards. In addition, the Flag State's approval strengthened the Owners argument of the ship's compliance with the MLC regulations and with the Flag State rules. The deficiencies were waived as the Port State Control appeal committees expressed their consideration that the MLC guidelines do not in fact establish a mandatory minimum wage scale and do not set the maximum period of a Contract of Employment. The important outcome of the Owners' appeal or debate with the local authorities was that the Flag State's approval of the collective agreements was accepted, confirming the Owner's compliance with the MLC convention and with the national Flag State law.

Since the DMLC I and DMLCII certificates confirm the Flag State's approval for the ship's compliance with the MLC standards and regulations, one could argue that the terms and conditions of the seafarer's Contract of Employment, including wages and minimum employment period, are also approved and granted. The Flag State approval should be in accordance with the Flag State's National Law. It also transpired that it may be the case that the Flag State's interpretation might not coincide with the relevant national law/Merchant Shipping Act especially in terms of the minimum wages scale. Consequently, when the DMLC I and DMLC II certificates are issued, Owners are highly recommended to seek the Flag State's official position and directive in regard to the MLC minimum basic wages/duration of contract, and to carefully review the Flag State's national law/Merchant Shipping Act. Shipowners are also recommended to evaluate and consider all the parameters and circumstances prevailing before accepting any decision or amending the seafarer's Contract of Employment always advising the ship's Flag State.

In the event Members are involved in similar cases they should get in touch with their usual contact as a prompt review will assist in defending and protecting the Member's position.

People Claims Team, Greece



Evangelos Nomikos – Senior Claims Executive

Van worked in London for Rethymnis & Kulukundis before joining Maritime Services, the UK Club's correspondents in 1974. Van joined TM(H) in 1997. Van handles personal injury and people cases for H1 Members.



Eva Ioannidou – Senior Claims Executive

Eva joined TM(H) in February 2016 prior to which she gained 14 years of work experience in ship owning and ship management companies based in Greece. She has a BSc(Hons) in Shipping and a MBA and MSc in International Banking and Finance. In her present role in Syndicate H1, she handles people related claims.



Costas Zoidis – Senior Claims Executive

Costas joined TM(H) in July 2000, having previously worked for a Piraeus shipowning company. He has a diploma and post-graduate diploma in Shipping. Costas specialises primarily in P&I claims.



Costas Panoskaltis – Claims Executive

Costas joined TM (H) in 2015 after having completed his BA in Business Administration. Costas has completed a Certificate in Shipping at the Institute of Chartered Shipbrokers. He handles cargo claims and people related claims.



Practical challenges with open loop scrubbers

Caroline Avgerinou provides a summary of some of the issues relating to vessels which have chosen to install open loop scrubbers.

What is an open loop scrubber and how does it work?

The open loop design, referred to as seawater scrubbing, uses seawater to scrub the exhaust gases before discharging the washwater back into the sea following treatment. As the sulphur dioxide is removed and dissolved, the remnant of the treatment produces an acidic effluent. It is the natural alkalinity of the seawater that is used to neutralise this acidity. A small amount of sludge will also remain on the vessel.

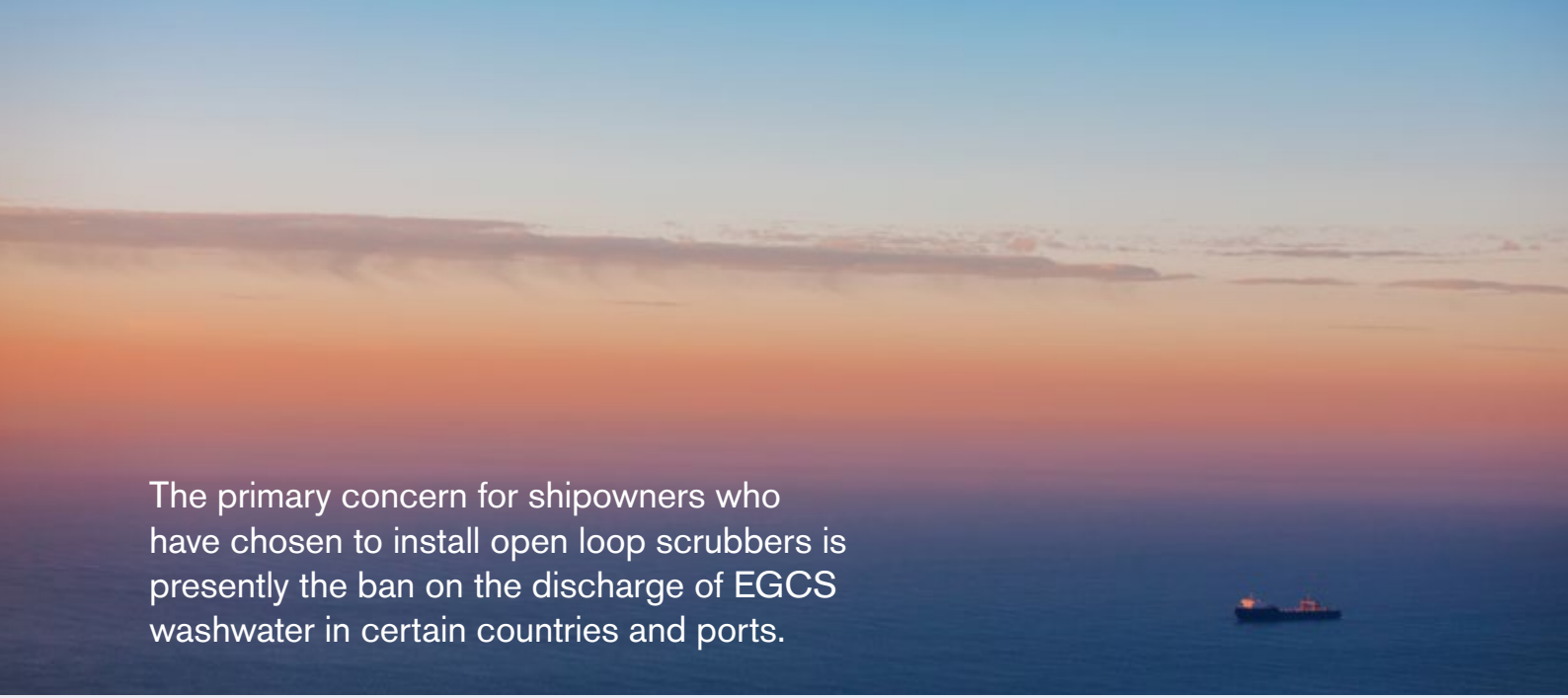
Considerations when using or opting to use the open loop system:

- a) Efficiency depends on water alkalinity. The efficiency of the scrubber process increases with higher alkalinity. Lower alkalinity implies a higher need for wash water and results in higher energy consumption, thus the vessel's trading area needs to be considered.
- b) Some ports in the US and Europe prohibit the discharge of the washwater.
- c) Open loop systems enjoy lower OPEX than closed-loop/hybrid systems and also benefit from a lower installation footprint than closed-loop/hybrid systems.

An aspect that most certainly has to be considered by shipowners with an open loop system is what their flag, Class and USCG requirements are, the need for an IAPP certificate, SECC (SOx Emissions Compliance Certificate), OMM (Onboard Monitoring Manual) and EGC-SOx notation (optional). Shipowners should also be aware that it is likely that checks will not only be made on the initial emission performance but rather, given the sensitivity of the particular topic in terms of environmental concerns, there is likely to be continuous monitoring of operating parameters and exhaust emissions.

There must also be a planned inspection and maintenance procedure. The crew will need to be fully trained in the operation of the open loop scrubber and the need to maintain records of its use and maintenance vigilantly.

The primary concern for shipowners who have chosen to install open loop scrubbers is presently the ban on the discharge of EGCS washwater in certain countries and ports. At the time of writing the following countries and ports have prohibitions in place:



The primary concern for shipowners who have chosen to install open loop scrubbers is presently the ban on the discharge of EGCS washwater in certain countries and ports.

China: From 1 January 2019, discharge of washwater from scrubbers is prohibited in the country's inland emission control areas (ECAs), port water areas of coastal domestic ECAs and Bohai Bay waters. The document also states that a ban in the entire coastal domestic ECA will be announced in due course.

Singapore: According to the Maritime and Port Authority of Singapore (MPA), discharge is prohibited in Singapore port waters from 1 January 2020.

Fujairah: Has banned the discharge of washwater from 23 January 2019.

India: India seems to indicate that scrubber washwater discharges are allowed if the criteria set out in MEPC.259(68) are met. However, this is qualified with a requirement that local regulations should also be followed.

Abu Dhabi: Guidelines state that scrubber washwater can be discharged in port waters if free from pollutants whilst scrubber sludge should be discharged from the vessel to a licensed waste disposal contractor.

Belgium: Bans the discharge in ports and inland waters within 3nm of the coastline.

Germany: Discharge is not allowed in inland waterways and the Rhine.

Lithuania: The current position seems to be that discharge may not be allowed in port waters in the very near future.

Latvia: General position is that discharge is not allowed in territorial and port waters.

Waterford: An Irish authorities' Notice stipulates that discharge of washwater is prohibited in waters under Dublin port jurisdiction.

Norway: The Norwegian Maritime Directorate (NMD) has proposed a ban on the use of scrubbers in the country's heritage fjords, which extends to all types of scrubbers including closed loop and hybrid systems. Implementation is expected during the first half of 2019.

Hawaii: VGP rules allow for discharge of washwater subject to certain requirements being fulfilled.

Connecticut: There are specific conditions as part of the VGP requirements, prohibiting discharge of exhaust gas scrubber washwater into Connecticut waters.

California: CARB regulations do not permit the use of scrubbers, unless the vessel has an experimental or temporary research permit.

A question asked by many is why these countries and ports have now issued this ban as many believe that the results of studies conducted are inconclusive and until conclusive results are found bans should not be made. Irrespective of this belief, the fact remains that the ban in the mentioned countries and ports exists and therefore must be considered by shipowners when entering into charterparties, particularly when agreeing the trading areas of the vessel. Further thought must be given to the possibility of using low sulphur fuel which complies with Marpol Annex VI Regulations in the areas that have banned the use of open loop scrubbers and appropriate charterparty clauses drafted to reflect the same.

If the agreed trading areas are restricted to those where the use of open loop scrubbers is permitted, then it is still advisable for shipowners to be aware that it is likely that the list of areas which have prohibited the use of open loop scrubbers may be extended. Shipowners may wish to insert clauses in their charterparty which unambiguously set the rights and obligations of shipowners and charterers were such a situation to arise.



An Introduction to China Marine Oil Pollution Laws and SPRO Contract

Helen Huang – Senior Claims Executive from Thomas Miller’s Hong Kong office provides an introduction to China’s marine oil pollution laws with a discussion on the relevant International Conventions, China’s domestic laws and Ship Pollution Response Organisations (SPROs).

International Conventions

China ratified the 1992 International Convention on Civil Liability for Oil Pollution Damage (1992 CLC) in 1999 and the 2001 Bunkers Convention at the end of 2008.

China is not a State party to the 1992 International Convention on the Establishment of an International Fund for Compensation for Oil Pollution Damage (1992 IOPC Fund), although the latter applies to the Hong Kong Special Administrative Region. The Chinese Oil Pollution Compensation Fund (the COPC Fund) was established in 2012. The COPC Fund is maintained by contributions from oil cargo owners in China. A levy of RMB 0.3 per ton is applied against cargoes of persistent oil substances and is collected from receivers of persistent oil in Chinese waters. “Persistent oil” includes crude oil, fuel oil, heavy diesel oil, lubricating oil and other persistent hydrocarbon mineral oil. All claims against the COPC Fund must first have been pursued through the local courts against the responsible ship (or her insurer or guarantor). The COPC Fund responds to damages awarded by the court that cannot be recovered from the ship, such as when an owner is insolvent, when the responsible ship cannot be identified, or when the damages claimed exceed any limitation or exemption available to the owner. A limit of RMB 30 million applies

for any one incident with a proportionate apportionment of all claims should the damages exceed this limit.

China Domestic Laws

The Regulation of the People’s Republic of China on the Prevention and Control of Marine Pollution from Ships (the Regulation) was implemented in 2010 pursuant to the Marine Environment Protection Law of the People’s Republic of China (MEPL). The MEPL imposes strict liability on polluters. The Regulation is considered to be the cornerstone of China’s environmental law. It sets out the applicable legal principles and outlines the Chinese marine pollution law system. However, neither the MEPL nor the Regulation deals with compensation issues.

Another important legislation is the China Maritime Code (CMC), which came into force in 1993. The CMC adopts the regime of the Convention on Limitation of Liability for Maritime Claims 1976. The CMC is currently under review. It is anticipated that its limitation will be increased and that a new chapter on compensation for ship pollution damage will be added.

In addition to the above laws, the Ministry of Transport (MoT) (the designated authority for dealing with ships oil pollution matters) and the Maritime Safety

Administration (MSA), (the sole subsidiary of the MoT), have implemented ample administrative rules in relation to the enforcement of the Regulation.

In 2011 the Supreme Court published the Rules on 'Issues concerning the Trial of Disputes over Compensation for Vessel-induced Oil Pollution Damage' (the Supreme Court Interpretation Rules). These Rules, although not law, are widely followed in judicial practice.

Pre-contracting with SPRO

In accordance with the Regulation, all ships carrying pollution and hazardous cargoes in bulk and other ships above 10,000gt must pre-contract with an approved Ship Pollution Response Organization (SPRO). Since 2015, MSA has abolished the SPRO qualification approval process and ceased to publish any list of qualified SPROs. Shipowners are therefore obliged to undertake checks to ensure that the SPROs they contract with have the necessary approval and have met the necessary requirements. This has caused practical difficulties as the qualifications and capabilities of SPROs change and occasionally, SPROs cease to operate or they merge with other SPROs.

There are four levels of SPROs, depending on their capacities. Shipowners are required to contract with corresponding (or higher) level SPROs in accordance with the table below:

The MSA SPRO model contract was published in September 2012. The current MSA model contract has two compulsory articles which cannot be changed – Articles 1 and 2. The parties are free to negotiate the remainder of the terms. The International Group (IG) has

developed recommended additional clauses and the IG Sample Agreement with the footer: "IG Sample Agreement dated 20th November 2014". Many SPROs accept the IG sample Agreement wording if requested to do so by the owner. Every effort should be made for the SPRO to accept the IG sample wording in the first instance.

The IG Sample Agreement includes additional articles principally in relation to termination and insurance (i.e. Article 5 of the IG Sample Contract). Shipowners are recommended to check that the SPRO has a valid liability insurance in place (usually by requesting a copy of the insurance policy and premium payment receipts). It is recommended that in Article 8 the parties select the courts of China for the resolution of their disputes.

The SPRO contract should include two charges tables; i) for the SPRO's retainer/ standby fees and ii) the response tariffs. The retainer/standby fees to be charged by the SPRO are listed in Appendix II.1 of the IG Sample Agreement. These fees are in respect of the SPRO's standby service from the moment the ship enters the service zone until her departure. There is no law which governs how and when the SPRO can charge retainer fees. This is a matter for individual negotiation. The response tariffs are set out in Appendix II.2 of the IG Sample Agreement. The response tariffs are the costs which will be charged in the case of a spill. It is recommended that this clean-up response tariff should be reviewed and assessed by ITOFF.

Should Members have any questions concerning any China SPRO contract, please liaise with your usual Club contact who would be pleased to assist you.

Table of Contracting Requirement

Vessel Service Area	Vessel carrying oil in bulk			Vessel carrying liquid hazardous cargo other than oil in bulk		Other vessel	
	OSRO Level	OSRO Level	OSRO Level	OSRO Level	OSRO Level	OSRO Level	OSRO Level
OSRO Level	Within harbour	Entering into and exiting port	Performing cargo transfer at sea	Entering into and exiting port	Performing cargo transfer at sea	Entering into and exiting port	Performing cargo transfer at sea
Class I		GT10,000 and above	Beyond 20 nautical miles	GT10,000 and above	Beyond 20 nautical miles	GT50,000 and above	Beyond 20 nautical miles
Class II	GT2,000 (incl. GT2,000) to GT10,000	Below GT10,000	Within 20 nautical miles	Below GT10,000	Within 20 nautical miles	GT30,000 (incl. GT30,000) to GT50,000	Within 20 nautical miles
Class III	GT600 (incl. GT6000) to GT2,000					GT20,000 (incl. GT20,000) to GT30,000	
Class IV	Below GT600					GT10,000 (incl. GT10,000) to GT20,000	

The requirements do not apply to: LNG vessels below 10,000GT; nor Ships which carry petroleum products below 10,000GT, nor Ships which carry other liquid cargoes below 10,000GT while on a ballast voyage



Safe Anchoring

The Club continues to experience a significant number of claims relating to the anchoring of vessels. Senior Loss Prevention Executive, David Nichol, examines the potential impact of anchoring related incidents, why they happen and what loss prevention measures may be implemented to prevent their occurrence.

The vast majority of merchant ships are equipped with anchors and anchoring machinery that have remained largely unchanged for decades, with dimensions, weight and capabilities proportionate to the size and type of ship. Apart from customary anchoring requirements such as waiting for a free berth, voyage orders or bunkering, the anchor(s) may also be used for manoeuvring and in some circumstances will remain deployed if the ship is moored stern-to a berth or at an offshore terminal. The anchors may also be dropped in an attempt to arrest the movement of a ship in emergency situations where control is lost, for example, due to poor manoeuvring or unexpected loss of propulsion. They should therefore be regarded as critical equipment.

Anchoring related accidents can result in a wide range of potentially hazardous situations which may endanger the ship, life, property and the marine environment.

Most incidents reported to the Club involve the loss of an anchor, often with all or a part of the cable. This can usually be attributed to incorrect anchoring practice or a deficiency in the anchoring equipment. If the anchor is let go from the windlass brake in excessively deep water, the force of gravity will take over to the point where the brake is unable to arrest the momentum of the cable running out until eventually breaking free from the "bitter end" connection in the chain locker. This violent event can be very dangerous for the ship and critically for the crew located at the forward mooring station. The same situation can occur in any depth of water if the relative motion between the ship's bow and the ground is not carefully controlled by reasons of excessive manoeuvring speed, rate of turn and the influence of wind and current. Even when the anchor is lowered (or raised) with the windlass motor engaged, the failure to minimise the relative movement between the bow and ground may result in catastrophic failure of the windlass machinery.

Perhaps the most common reason for the loss of anchors and cables is failure of a linkage or shackle, with the "D" shackle joining the cable to the anchor, swivel link and Kenter type joining shackles being particularly vulnerable if not correctly assembled or maintained. As any chain is only as strong as the weakest link, the crew should take every opportunity, as is safe and practicable, to inspect the anchor cables between dry dockings to check for any deficiencies, including excessive wastage, wear and loose or missing link studs. Windlass motors, brakes and other fittings must be properly maintained in accordance with the manufacturer's instructions and should include periodic analysis of the windlass motor hydraulic fluid.

The replacement of lost anchors, cables and any associated damage repairs to the windlass and chain locker fittings, require to be effected under the supervision of the Classification Society. The local port authority will often demand anchors and cables are recovered from

the seabed, irrespective of the difficulty, which may incur considerable costs. Even in the absence of such an order, there may be sound economic reasoning for retrieving lost anchors and cables for re-fitting on board. Consideration should also be given to the risk of lost anchors and cables fouling other vessels anchors or causing bottom damage to hulls in shallow water.

Planning

Dropping an anchor in the wrong place or the uncontrolled dragging of anchors along the bottom can have very serious and expensive consequences. Claims for damage to sensitive underwater marine eco-systems, such as coral reefs, and electrical or telecommunication cables can easily run into millions of dollars. Damage to underwater pipelines may also risk the release of any dangerous or polluting contents. Furthermore, the failure to properly execute the anchoring manoeuvre or exercise diligence when at anchor has been the cause of a significant number of collisions, groundings and near misses.

It is therefore of the utmost importance that the anchoring operation is carefully planned by the bridge team in advance.

The master should always have in mind the vessel may be required to anchor during the voyage for varying reasons, sometimes at very short notice. Suitable potential anchorages should therefore be identified and appraised during the passage planning process, which will include consulting the relevant navigational charts, Pilot books, port guides and navigational warnings in advance. Charted designated anchorages are not necessarily suitable for all vessels in all circumstances. The seasonal and forecast weather conditions are particularly critical as well as the exposure of the anchorage to weather.

Other planning considerations will include the depth of water, nature of the bottom holding ground, prevailing currents and the proximity of navigational hazards in the anchorage. For reasons previously indicated, the anchoring position should be well clear of any underwater cables, pipelines or other sensitive bottom features.

It stands to reason that a vessel should not be anchoring in water depths beyond the capabilities of the anchoring machinery. In accordance with typical minimum Classification Society requirements, the windlass is designed to lift the anchor and three shackle lengths of cable in the water (82.5 metres). A number of commonly used anchorages around the world have water depths in excess of this figure and although manufacturers will usually factor in an additional margin of safety, this will erode over time. Therefore no unsupported assumptions should be made with respect to the lifting capability of the anchor windlasses on board.

continued

The holding power of the anchor will depend upon the nature of the bottom and the length of cable paid out in the water. Clay, sand and shingle will usually provide better holding ground than soft mud or loose pebbles. Rocky bottoms or steeply sloping ground may be unsuitable for anchoring and increase the risk of the anchor becoming fouled on obstructions. The length of the paid out cable relative to the water depth, termed the “scope” of the cable, should ideally be a factor of 6 to 10 although this may not be achievable at deeper water depths. In favourable conditions, a smaller scope of cable may be considered subject to the performance of a risk assessment.

Upon approaching an anchorage, the master will need to assess where and how the vessel will anchor. Fundamentally, the vessel will require sufficient space to manoeuvre into the anchorage safely and adequate swing room taking into account the weather, tide, current, traffic and the position of other vessels occupying the anchorage. The technique used to drop or lower the anchor, whether from the brake, under power or a combination of both will depend principally on water depth and the nature of the bottom.

Upon the basis of all available information and the characteristics of the vessel, the master must be fully satisfied that it is safe to anchor. Just because the master has been requested to anchor at a certain position by the port authority, pilot or agent does not mean that this advice should be followed blindly. If the master has good reason to believe that anchoring is not safe, for example due to weather or presence of underwater cables, the manoeuvre should be aborted and alternatives considered; whether that be a more suitable anchorage, drifting or steaming offshore in safe water.

Safely anchoring a ship requires good teamwork. Prior to the anchoring manoeuvre, the bridge and forward anchoring teams should be briefed by the master to ensure that all concerned are aware of the intended anchoring plan and abort contingencies. The approach to the anchorage must be carefully executed and monitored; being alert to any unexpected traffic movements and avoiding crossing close ahead of other vessels at anchor. The officer in charge of the forward mooring team is the eyes and ears of the master and should therefore ensure that conditions at the bow including the angle of lead and strain on cable are promptly communicated to the bridge. Upon completion of anchoring, the chain stopper (sometimes referred to as the guillotine) must be properly engaged and locked.

Vigilance at anchor

With the ship safely brought up to anchor, there is sometimes an unfortunate tendency for the crew to drop their guard and neglect good watch keeping practice

during this period. Many accidents occur due to the failure to maintain a good lookout and closely monitor the position of own ship and others in the vicinity. In particular, numerous groundings, collisions and damage to property have been attributed to ships dragging anchor in conditions of deteriorating weather.

The bridge team must keep a close eye on weather conditions and obtain all available forecasts. The master should provide robust standing and night orders to officers of the watch so that they are in no doubt as to what is required of them should bad weather develop or be forecast. The master must also notify the chief engineer of the required status of machinery readiness and under no circumstances should the main engine be immobilised unless the safety of doing so has been subject to a thorough risk assessment.

If worsening wind and wave conditions are forecast, the master will need to consider additional measures to preserve the safety of the ship. For a moderate deterioration in forecast weather it may be sufficient to pay out additional cable and review engine readiness. However, when high wind and wave conditions are forecast, the master must consider the necessity of departing from the anchorage in good time and steaming out to sea. Failure to do so will risk the vessel dragging anchor and / or difficulties being experienced in lifting the anchor cable, resulting in a dangerous loss of control. Vessels with a high freeboard or in ballast will be further vulnerable due to the appreciable increase in windage area.

Anchors and windlasses are essentially fair weather equipment and it is imperative that ship's officers understand their environmental limitations.

If the officer of the watch notices or even suspects the ship is dragging anchor, the master and duty engineer must be informed immediately and other vessels at risk of collision in the anchorage alerted. However, as time is of the essence in such circumstances, the officer of the watch should be empowered to take prompt action to avoid imminent danger until such time as the master arrives on the bridge.

Anchoring a ship is a routine yet critical operation, requiring the exercise of good seamanship developed through training and experience. It is the overriding responsibility of the master to preserve the safety of the ship and crew and under no circumstances must commercial pressures influence decision making for safe anchoring. In this respect, the company Safety Management System should clearly state the master's authority in these matters in conjunction with the unequivocal support of the vessel's management.



Safely anchoring a ship requires good teamwork. Prior to the anchoring manoeuvre, the bridge and forward anchoring teams should be briefed by the master to ensure that all concerned are aware of the intended anchoring plan and abort contingencies.



The Lessons Learnt Project

Our Loss Prevention departments ‘Lessons Learnt’ focuses on sharing the Clubs claims experience by looking at real case examples and identifying the lessons learnt to help Members avoid similar incidents. Here, we take a further look at the significance of this project.

Learning from our experiences and mistakes is an essential part of human development. We all strive to avoid making mistakes, particularly those which may have a serious negative impact on our personal and professional lives. However, as most accidents in practically all walks of life can be attributable to human error, it is important that when they do occur, any lessons learnt from the experience are harnessed in an attempt of future prevention.

The modern maritime industry is the beneficiary of the hard won experience of those that have gone before us, ever since man first took to the sea in ships. The process still continues and it is an unfortunate fact that

many of the rules, procedures and practices that have been adopted to improve safety at sea as well as the protection of the environment are a response to past failures. Although it is now universally accepted that the shipping industry requires a more proactive attitude to safety, it is also recognised that better use should be made of the lessons that can be learnt when making an error. This principle forms an important pillar of the International Safety Management (ISM) Code in that any deficiencies, accidents or “near misses” relating to the safety of the ship, personnel or pollution of the marine environment are to be formally recorded, investigated and reported to the shore management. An essential element of this process is identifying the

root cause of the incident and implementing necessary corrective action aimed at preventing a recurrence.

Ship managers are not slow at recognising the potential benefits of sharing the lessons learnt from incidents, not only between the individual ship and the manager's office, but also through the whole fleet. We individually learn from our own mistakes but much is learnt from the mistakes of others. The internet age fortuitously coincided with the introduction of the ISM code and among its many great advantages is the ease and rapidity with which important information can be promulgated throughout the shipping community. With ever increasing improvements in internet access on board ships, this information is now much more readily accessible to the people who really matter: our seafarers.

There is a huge amount of web based information available which relates to matters of shipboard operational safety. However, in the context of marine accidents and casualties, the investigative reports produced by maritime state administrations released freely into the public domain are often an invaluable resource, containing not just detailed descriptions of an incident but also examining causation and recommended preventative measures. Other industry bodies, including the P&I Clubs, have also played their part in raising awareness to issues affecting shipboard safety based upon their own particular experience.

Every year, the UK P&I Club handles thousands of claims which are managed by a team of claims professionals and supported by a dedicated loss prevention department. Many members of the team come from a wide variety of commercial and legal backgrounds and include a significant number of ex-seafarers. The Club is able to utilise these resources to provide our Members and the wider shipping community with a formidable body of published material on maritime risk related matters.

As mentioned earlier, the UK Club loss prevention team launched the "Lessons Learnt" project with the aim of sharing some of our claims experience by examining real case studies and identifying lessons learnt to assist our Members in avoiding similar incidents. Those reports are regularly published on the Club website and deal with a broad spectrum of P&I related incidents. For ease of access, the reports are categorised under the headings: **Personal Injury, Cargo, Navigation and Pollution.**

Whatever the nature of the incident, the reports are produced in the same format comprising of an incident description, analysis and lessons to be learnt. They are written in concise and plain language so are easily accessible to ship and shore staff. A distinctive feature of the UK Club project is that the reports are sourced from the Club's own claims database and not from incidents already published by other industry bodies. For this reason, great care is taken to ensure that the reports retain anonymity, with ship names, geographical locations or other potentially identifying features omitted.

This initiative has received excellent feedback from UK Club Members as well as from further afield, with the reports frequently being referred to or reused by a large number of high profile shipping publications, thus transporting their safety message far and wide.

The project has recently been developed further with the launch of a series of Lessons Learnt training videos, which complement the written Lessons Learnt reports posted on the Club website. The videos are being produced in cooperation with Maritime Training Services Inc, of Seattle who specialise in the development of maritime training products. The videos aim to provide an interactive learning experience for seafarers by examining thought provoking incidents and suggesting actions which may have prevented them from happening or to mitigate their consequences.

At the end of each video, the seafarer is invited to reflect upon the lessons learnt from the incident and how they could apply these to their own shipboard working practices or systems. The videos are designed to be short and to the point, leaving sufficient scope for both seafarer and trainer to consider the underlying root causes of the incident.

The first video release entitled "Death of a Bosun" relates the tragic story of a seafarer who died during a routine lifeboat drill, occurring due to a combination of inadequate working practices, poor supervision and maintenance issues. Additional training videos in the series now appear on the TMTV section of the UK Club website, including "Collision with a fishing vessel" and "Fall from a generator platform".

The UK Club are excited at the potential of the Lessons Learnt project to deliver a valuable contribution to our Members and their crew training programmes.



Bulk Member Roundtable – London

On 8th November, the Managers jointly hosted a roundtable discussion for bulk carrier Members of the L2 Syndicate at Thomas Miller, London.

Nick Milner, Amy Lovseth and Lyall Hickson hosted a roundtable discussion covering three topics chosen by bulk carrier Members of Syndicate L2.

The first topic was Fuel which covered two areas. Firstly, there was in depth discussion on the lessons learnt from recent bunker contamination claims arising out of the US Gulf and Far East. Members shared their experiences with operational and commercial challenges in dealing with contaminated fuels.

The discussion included the full spectrum of contaminated fuels which should not be used and where the risks to engine damage and crew proved to be less clear. Secondly, the roundtable discussed the legal and operational challenges presented by the 2020 low sulphur regulations.

The roundtable particularly focused on the type, quality and specification of fuels expected to be available in the market to comply with the 2020 sulphur regulations. The Members of the roundtable were joined by the Leading marine fuel expert, Chris Fisher of Brookes Bell who shared his considerable knowledge and experience on marine fuel.

After a short break, the attendees turned their focus to LOIs, with debate centred on whether the recommended IG wording is still fit for purpose in view of recent LOI decisions concerning The Zagora and The Songa Winds.

The third topic of discussion concerned Rightship and vetting requirements for bulk carriers. Legal, technical and commercial issues were discussed such as the monopolistic position of Rightship in the bulk sector. Members also shared their experiences of unexpected rating adjustments on bulk vessels and how they sought to correct the vessel rating.

Following the success of the roundtable session, further roundtable events will be held in London and Greece.

Members are invited to get in touch with their usual contact should they have any topics they would like included in the next roundtable discussion.



SAFETY4SEA

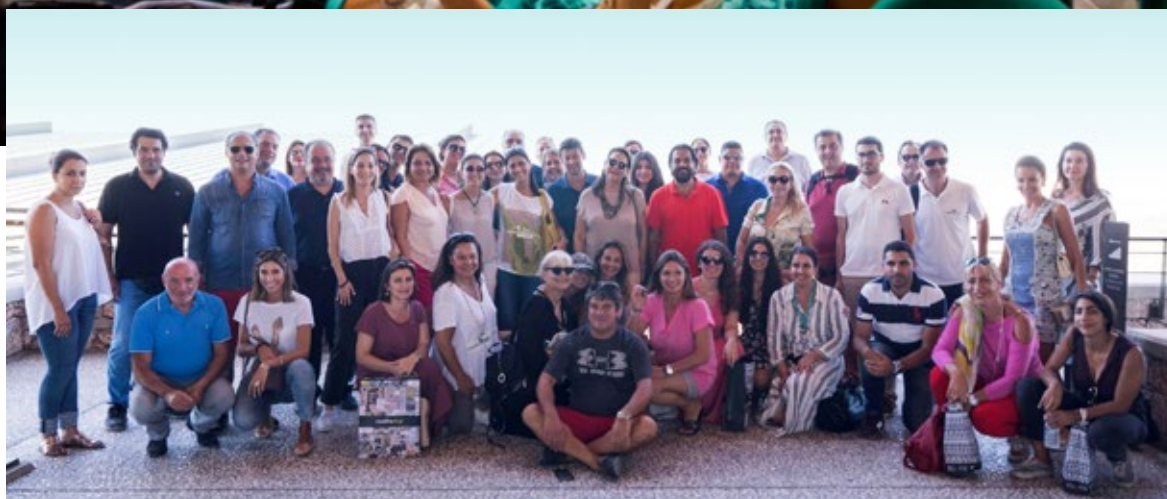
The SAFETY4SEA event took place in Cyprus in February 2019. The event was moderated by Mr. Apostolos Belokas, Managing Editor of SAFETY4SEA, resulting in a range of interesting topics and excellent attendance.

Our Capt. David Nichol sat on the Safety & Security Loss Prevention panel, presenting Shipboard Enclosed Space Safety. Mrs. Vourgos, of WISTA Cyprus and Mr. Maniatis of Diaplous Maritime Services (alongside David on the panel) also gave thought-provoking talks on loss prevention.

The conference focused, through six panels, on numerous topical issues in the shipping industry. The day began with presentations and a panel discussion on 'The Big Picture' of the shipping industry in 2020 and beyond. This was followed by a second panel on 'Investigating Industry Options' and

a third panel dealing with 'Ballast Water Management', which offered technical and practical advice on the market of ballast water management systems and on the practical issues faced with these. Following that, 'Digital Shipping' was discussed in relation to how the digital era has and will continue to impact the industry.

To conclude the event, the final panel looked at the 'Human Element and Best Practices'. The event concluded with the final panel 'Human Element and Best Practices', which generated further discussion on the role this has within safety.



18th Navigator Forum – ‘The Shipping Decision Makers Weekend’

Thomas Miller Hellas was one of the sponsor of the 18th Navigator Forum – ‘The Shipping Decision Makers Weekend’ that took place on the island of Chios in the final weekend of September 2018.

The forum’s purpose is to develop Greek Shipping history by discussing current issues that concern shipping at a national and international level, Ports & Supply Chain, Innovation & Technology, Human Factor & Soft Skills, International IMO Regulations, communication between office ship and the role of education within challenges of Shipping.

The panels’ discussions included “To scrub or not to scrub”, “The future of shipping: the role of technology, environmental developments & changes in human resources”, “Past, Present and Future” and “The new challenges in Shipping and the role of education”.

A traditional Chian Feast, an excursion to Mastichochoia, a tour of the Museum of Masticha and the Nautical Museum followed providing all participants with a beautiful Chian experience to conclude the event.





'Go Maritime' Event: Thessaloniki Merchant Marine Academy, Greece

Efcharis Rocanas and Capt. David Nichol recently participated in the 'Go Maritime' event at Thessaloniki Merchant Marine Academy, Greece.

In the stand hall, they were accompanied by a number of Greek shipping companies and around 400 deck and engineer cadets were in attendance. The opportunity was taken to promote our 150th anniversary competition and our Loss Prevention 'Lessons Learnt' project.

David also participated in a panel for the deck cadets entitled: "Opportunities and challenges for the modern merchant marine" where a variety of questions were answered on the role of P&I Clubs, how young seafarers should prioritise studies and future challenges facing the industry.

The panel was followed by a lunch near the university which most guest participants attended.





9th Hydra Shipping Conference “Romanticism in Shipping”

Alexandra Couvadelli attended the 9th Hydra Shipping Conference, organised by the Fraternity of the Athenian Hydriots on Saturday September 15th, 2018.

The event was held at the Conference Hall of the Holy Cathedral of Hydra, under the auspices of the Ministry of Shipping, the Hellenic Chamber of Shipping, the Hellenic Marine Environment Association (HELMEPA), the Hellenic Shipbrokers Association (HSA), the Piraeus Marine Club, The Yacht Club of Greece, the International Propeller Club of the United States and the Women's International Shipping & Trading Association (WISTA). The conference was organised into two panels: PANEL I. The Importance of the Maritime Colleges and PANEL II. The Beginning of the End or the End of the Beginning?

Alexandra discussed sulphur emissions and the contractual challenges involved, highlighting how, in recent years, air pollution from the maritime industry represents a global environmental concern.



Spotlight on: Daniel Evans

Our new 'Spotlight on' series focuses on providing an inside view of a member of our Hellas office. First up, we start with our Regional Director, a certain Mr DJE...

In 4 words, how would you describe your personality?

Determined but not bloody minded... that's 5, but case in point.

What is your favourite saying?

Give me solutions not hurdles... I use this regularly.

What are your hobbies and favourite pastimes?

Few and far between. I do enjoy cycling a lot. I used to cycle into the London office regularly although on dark wintery nights I did wonder at times what on earth I was doing. Some years back I used to cycle into Piraeus along Posidonos, that was until someone took a dislike to me. I reappraised things after that.

What is your favourite food?

Any seafood well cooked or well prepared. Can't beat it.

What is your favourite film?

Every Christmas my wife makes us all watch "It's a Wonderful Life" – even Ollie the dog has to watch it now! Over the years I've grown to appreciate the underling message of the film.

What is your favourite place in the world?

The island of Spetses is close to my heart. Apart from in the middle of August, it is the place where I seem able to relax which, if you ask my wife, is a blessing in disguise.

Any ambitions or future goals to achieve?

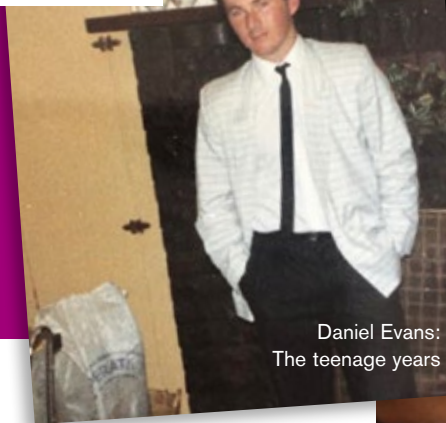
I have completed a couple of marathons over my time the last being the Athens one back in 2002. After that one I decided never again... memories fade don't they, but the body doesn't lie...

If you weren't working at Thomas Miller, what would you be doing?

Funny enough I always wanted to be a criminal barrister. I always thought that I could help others. That all changed when I was giving my first plea of mitigation in a case where an individual had pleaded guilty to a charge in connection with VAT avoidance. I thought my plea was going well until the judge screamed at me to stop. A pit in my stomach started to develop as my client looked at me in disbelief. Little did I know that some young lad had come into the court with some profanity on his tee shirt... I can't remember what it said possibly "I support two teams the All Blacks and anyone playing Australia..." – which funny enough I do tend to agree with - the young lad was hauled in front of the judge to explain himself. After hurling expletives at the judge the young lad was dragged away. By the time the judge got back to me, anything I had said was completely forgotten. The client got a slap on the wrist and that was that. After that I decided criminal law wasn't for me!

How and when did you enter the P&I world?

Working as a young solicitor in New Zealand doing commercial litigation and shipping. I would undertake various shipping cases – there weren't that many – but became frustrated at sending statements and evidence to a P&I Club, invariably in London, and hearing nothing more. I decided that I needed to get to know these organisations by working as a London solicitor or working at a P&I Club. The latter occurred and after nearly 30 years I am still here. Do I now understand them? That would be telling!



Daniel Evans:
The teenage years



Daniel with Claims Exec
Efcharis at the 125th
Celebration of UKDC



continued

What drew you to Defence?

I think it's safe to say that Defence drew me in. I enjoyed and continue to enjoy the challenge of seeing a dispute and trying to work through the different angles. What frustrates me enormously is the number of cases that are resolved close to or at a hearing when most of the costs have been incurred. Some cases do take time to develop and one should never try and push resolution too early on. I learnt that early on in my career. Many cases need time to develop – they need to undergo a period of development and transistion... its all about timing.

Have the right team in place, get the evidence and fully understand your counterparty. These three components are key.

Why Greece in 1998-2002?

I wanted to be part of something new. Our Greek office had just opened and I was asked to head it up. Who would refuse a challenge like that? To be on the doorstep of the world's leading shipowners dealing with all manner of P&I and Defence issues, It was an interesting period with a lot of local changes. The drachma was replaced by the Euro, credit cards and mortgages became more mainstream. The old airport moved to its new home which, on a selfish level was a shame, as you could see the plane you were about to catch come in to land. The Olympic Games venues were under construction so there was a lot of visible change. Some of this was very positive although, as we know, a lot of it came at considerable cost.

What made you come back in 2014?

In short Greece, its people and the office. All have and always will have a special place in my heart. There was an opportunity to build on what had gone before. Seeing the office grow from a handful of people to a team of 23 gives me immense pride. A lot of hard work has been undertaken and it is a team effort to respond to what Members need from their local office. The goal was always to have a balanced office made up of lawyers, experienced commercial individuals, those

with sea going experience and those from an owning background. Ship owning and operating is always developing and any P&I and Defence office needs to develop with its Members. That is what we continually strive to do.

What does a typical working day involve?

As Club Manager of the UK Defence Club I am constantly involved in all aspect of the Club's affairs. Brexit features heavily at the moment. We are actively engaged in setting up an operation in Cyprus. Obviously I am also involved in all the other day to day business, including liaising with the Chairman and Board Directors. Then there is our local P&I activities both in regards to Member issues and the office in general. Saying no two days are the same is definitely an understatement!

What do you think Thomas Miller does well?

I would say that three areas in particular:

- Its focus on its Members is second to none. It strives to find solutions to all manner of things whether it is claims or the wider commercial issues impacting Members.
- It recognises that corporate memory matters. Lessons from the past are unheralded teachers.
- It also appreciates the need to have high quality commercially minded individuals involved in its core operations. Those individuals drive the business now and into the future.

What would you like to improve about yourself?

My language skills... my Greek teacher is about to resign!

Lastly: Going forward, what can we expect from TM?

Thomas Miller, and its Members, are going through a very exciting phase. The complimentary businesses which Thomas Miller is adding to its portfolio means that Members have additional Thomas Miller related resources to call upon. These newer businesses are complimentary to our core Member related mutuals which can only be positive.

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