A GUIDE TO OFFSHORE JURISDICTION 2020

INTRODUCTION FOR MEMBERS

The Club has sought to establish a broad overview of common issues arising from the laws and regulations which govern offshore shipping operations. To this end, the Club has prepared an updated guide for Members with the assistance of CTRL Marine Solutions Ltd. We hope you will find it practical and interesting.

The guide has been written using information obtained from leading legal practitioners in 21 jurisdictions across the globe and provides answers to key questions on a variety of legal topics including limitation, court systems, time bars, industry standard contracts and freedom for parties to contractually limit liability.

Every effort has been made to ensure that matters of concern to Members are covered and information is up to date at the time of publication. However, the information provided in this guide is general and might not apply in a specific situation. Up to date legal advice should always be sought from suitably qualified professionals.

This information is not intended to create, nor does receipt of it constitute, a lawyer–client relationship. The Shipowners’ P&I Club accepts no responsibility for any losses which might arise from reliance upon information contained in this guide.

We’d like to thank all the contributors who have made this guide possible.

Paul Grehan
Underwriting Syndicate Manager
Offshore - Middle East & India
London Branch
D: +44 207 423 7178
E: paul.grehan@shipownersclub.com
M: +44 7788 318351

Rob Cook
Underwriting Syndicate Manager
Offshore - Worldwide
London Branch
D: +44 207 423 7126
E: rob.cook@shipownersclub.com
M: +44 7725 731804

Alex McCooke
Claims Syndicate Manager
Offshore
London Branch
D: +44 207 423 7117
E: alex.mccooke@shipownersclub.com
M: +44 7798 747876

Paul Smit
Head of Claims
Singapore Branch
D: +65 6593 0440
E: paul.smit@shipownersclub.com
M: +65 8500 9532

Jeremy Slater
Head of Underwriting
Singapore Branch
D: +65 6593 0428
E: jeremy.slater@shipownersclub.com
M: +65 8366 0768

Helen McCormick
Associate Director
CTRL
D: +44 207 423 3424
E: helen.mccormick@ctrlmarinesolutions.com
M: +44 7469 856990
T: +44 207 423 3403
1. Limitation
   a. The LLMC 1996 Protocol is in force
      There have been a large number of cases which have followed the standard interpretation of the Convention.

      Australia has also adopted Article 6 Paragraph 3 of the Limitation Convention which provides that a claim for damage to harbour works, basins, waterways or aids to navigation has priority over any other claim.

      Australia gives effect to the 2012 limits by the Limitation of Liability for Maritime Claims Amendment Act 2015.

   b. Are there examples of a limitation fund having been established?
      Yes.

   c. Can a limitation fund be established with a Club LOU?
      This is unknown. There are no reported cases on this.

   d. Is it possible to limit for wreck removal?
      No.

2. Other International Conventions
      Not in force.

      Wreck removal is governed by Federal and State Legislation. The Australian Maritime Safety Authority (AMSA) has considerable power to require owners to remove wrecks or provide security to AMSA for state removal. Port authorities also have power under state legislation to require repair, removal or destruction of wrecks.
b. Any of the Dumping Conventions
   The London Protocol 1996 is in force.

c. The Arrest Convention
   i. 1952
   ii. 1999
   Neither version of the Arrest Convention is in force, but the Admiralty Act 1988 closely follows the 1952 Arrest Convention.

d. Civil Liability for Oil Pollution Damage
   The 1992 Protocol is in force.

e. The International Oil Pollution Fund
   The 1992 Protocol and 2003 Protocol (Supplementary Fund) are in force.

f. Civil Liability for Bunker Oil Pollution Damage 2001
   In force.

3. Legal Framework and Court System

   Australia’s legal system is inherited from and is similar to the UK system. Law is derived from the Parliament and the common law. Legislation is interpreted by the Courts. There is a system of binding precedent.

   There are two systems which run in parallel; the Federal Court and the State Supreme Courts. Maritime claims can be commenced in either. Appeals from first instance decisions are referred to the Full Federal Court or the Court of Appeal. The ultimate appeal is to the High Court of Australia.

   There are no particular judges designated as admiralty judge but there are judges with considerable experience in maritime matters.

A relatively straightforward case can be disposed of at first instance within 12 to 18 months.

4. Industry Standard Contracts, Knock for Knock, and Freedom for Parties to Contractually Limit Liability

a. Do the courts uphold industry standard contracts such as SUPPLYTIME, TOWCON, TOWHIRE, WRECKHIRE, WRECKSTAGE and WRECKFIXED, HEAVYCON and UKSTC?
   Yes unless one party is a “consumer”.

   However, in PNSL Berhad v Dalrymple Marine Services Pty Ltd, the Queensland Supreme Court of Appeal found that the limitation on the tugowners’ liability under the UK Standard Towage Conditions was rendered void by s.68 Trade Practices Act 1974, on the grounds that a contract for towage services was not a contract in relation to the transportation of goods under that Act and therefore the tugowners could not avoid their statutory obligation to carry out the services with reasonable care and skill.

b. Do the courts recognise the knock for knock regimes?
   Generally yes, subject to the reservation for “consumers” above.

c. Do the courts uphold clauses by which parties agree that one or both may limit their liability?
   Yes.

d. Would the courts uphold a contractual provision limiting liability even if it over-rode an applicable Convention or Statute?
   If the Convention or Statute contained a greater limit than the contractual limit we would expect the Convention or Statutory limit to prevail unless the Convention or Statute specifically allowed the parties to agree to a lesser amount.
e. Is there any concept of gross negligence or wilful misconduct?
   Yes, although the significance of the distinction between negligence and gross negligence is probably one of degree only.

5. State (or Quasi State) Oil Company

There is no state oil company in Australia.

6. Consequential Losses, Business Interruption & Remoteness

a. Are these recoverable?
   Yes unless they are excluded under the contract or are too remote.

b. How remote does the loss have to be before it is unrecoverable?
   Contractual claims must pass the Hadley v Baxendale test. In other words, the loss must flow naturally from the breach or be in the reasonable contemplation of the parties at the time the contract is made. Losses in tort must be reasonably foreseeable.

7. Fines

What covered fines might be applicable and what is the maximum for:

a. Breach of immigration law
   The Owners of a vessel which leaves seafarers behind at port are liable for their repatriation costs. There are extensive fines for breach of immigration law of up to around AUS $25,000.

b. Accidental escape or discharge of oil or other substance
   Up to AUS $17,000,000 for corporations and AUS$ 3,400,000 for natural persons.

c. Smuggling or infringement of customs law except for in relation to carried cargo
   Penalties can include forfeiture of ship if she is knowingly used. Owners or Master could face a penalty of up to five times the amount of duty payable or, in some states, a fine of around AUS$ 100,000.

8. Time bars

<table>
<thead>
<tr>
<th>Claim</th>
<th>Time bar</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tort</td>
<td>Personal injury claims must be brought within three years of the cause of action arising</td>
</tr>
<tr>
<td>Contract</td>
<td>Within 6 years of the cause of action arising</td>
</tr>
<tr>
<td>Other</td>
<td>Collision and salvage claims must be brought within two years of the cause of action arising or the salvage being performed.</td>
</tr>
</tbody>
</table>

9. Interaction between claims in Contract and Tort

a. If a party has committed an act which is both a breach of contract and causes tortious damage, can the claimant bring their claim in tort as well as or instead of contract?
   The Claimant can bring their claim in tort or contract or both.

b. If so, can the Claimant avoid any contractual defences by bringing the claim in tort?
   No.

CONTACT

Colin Biggers & Paisley
Sydney, Australia.
www.cbp.com.au
Stuart Hetherington
Stuart.Hetherington@cbp.com.au
1. Limitation
   a. The Limitation Convention is not in force
      Shipowners’ civil liability in Brazil is strict.
      It is not possible to limit liability for damage to the environment and third parties caused by pollution.
   b. Are there examples of a limitation fund having been established?
      No.
   c. Can a limitation fund be established with a Club LOU?
      No.
   d. Is it possible to limit for wreck removal?
      In theory although it is unclear whether it is possible to limit liability at all.

2. Other International Conventions
      Not in force.
   b. Any of the Dumping Conventions
      The London Convention 1972 is in force.
   c. The Arrest Convention
      i. 1952
      ii. 1999
      Neither of the Arrest Conventions is in force. It is not possible to carry out a security arrest in Brazil unless the Brazilian courts have jurisdiction to decide the underlying claim.
d. **Civil Liability for Oil Pollution Damage 1969**

   Civil liability for pollution incidents in Brazil is strict. There is no need to prove fault or wilful misconduct on the part of Owners. Anyone who contributes (even indirectly) to environmental damage is considered a polluter.

e. **The International Oil Pollution Fund 1971**
   Not in force.

f. **Civil Liability for Bunker Oil Pollution Damage 2001**
   Not in force.

### 3. Legal Framework and Court System

Brazil operates a civil law system. Previous court judgments are not binding, although they can be persuasive. Judges have wide discretion to interpret legislation.

Maritime disputes are dealt with by the civil courts except in Rio de Janeiro where they are dealt with by the specialist corporate and commercial courts. Brazil also has an Admiralty Court which can rule on maritime accidents and impose fines and penalties on owners and crew. The Admiralty Court is part of the Ministry of Defence.

It takes on average 4 to 6 years for a claim to be disposed of. There are multiple opportunities to appeal.

Interest is awarded on judgments at a high rate of around 18 – 20% per annum, which can make litigation costly.

### 4. Industry Standard Contracts, Knock for Knock, and Freedom for Parties to Contractually Limit Liability

a. **Do the courts uphold industry standard contracts such as SUPPLYTIME, TOWCON, TOWHIRE, WRECKHIRE, WRECKSTAGE and WRECKFIXED, HEAVYCON and UKSTC?**
   Yes.

b. **Do the courts recognise the knock for knock regimes?**
   Yes provided the parties are of equal bargaining power.

c. **Do the courts uphold clauses by which parties agree that one or both may limit their liability?**
   Yes subject to the reservation above.

d. **Would the courts uphold a contractual provision limiting liability even if it over-rode an applicable Convention or Statute?**
   Yes provided it is not against public policy.

   NB the courts do not always allow owners to limit liability for claims under bills of lading. This is a controversial issue in Brazil.

e. **Is there any concept of gross negligence or wilful misconduct?**
   There is no real distinction between negligence and gross negligence.

### 5. State (or Quasi State) Oil Company

The Brazilian state oil company is Petrobras. Petrobras usually runs its own investigations into accidents. Joint surveys are not common. Owners are advised to carry out their own surveys and invite Petrobras to join.
Petrobras standard contracts often allow them to make deductions from hire to cover their losses which means that they do not usually refer charterparty disputes to court.

Owners have taken Petrobras to court in the past and the courts will grant injunctions or give judgment against Petrobras. However, foreign litigants in proceedings in Brazil are unusual because Brazil has not ratified most of the international conventions, and foreign claimants might be required to provide security for costs in the amount of 10-20% of the claim in case they lose.

6. Consequential Losses, Business Interruption & Remoteness

   a. Are these recoverable?  
      Yes.

   b. How remote does the loss have to be before it is unrecoverable?  
      Brazilian law does not distinguish between direct and indirect losses, provided that the claimant can establish a causal link between the breach and the loss.

7. Fines

What covered fines might be applicable and what is the maximum for:

   a. Short or over delivery of cargo or failure to comply with regulations for declaration of goods or documentation of cargo  
      Where the declared value differs from the actual value there is a penalty of 100% of the difference. The penalty can be increased to 150% in cases of fraud or money laundering.

   b. Breach of immigration law  
      Ships which operate for more than 90 days in Brazilian waters must employ Brazilian crew. There is a fine of US$ 500 per breach.

   c. Accidental escape or discharge of oil  
      Fines of up to US$ 14 million, which can be tripled for repeated infractions.

   d. Smuggling or infringement of customs law except for in relation to carried cargo  
      There is a fine for non-payment of import taxes of between 75% - 225% of the tax due. There are multiple fines for customs infractions, e.g. failing to obtain the correct import licences, the fine for which is around 10-30% of the goods’ declared value.

8. Time bars

<table>
<thead>
<tr>
<th>Claim</th>
<th>Time bar</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tort</td>
<td>3 years from the date of the event causing the damage</td>
</tr>
<tr>
<td>Contract</td>
<td>3 years for claims for interest or specific performance. 5 years for debt claims. 1 year for cargo claims under a contract of carriage</td>
</tr>
<tr>
<td>Other</td>
<td>General average claims are subject to a 10 year time bar where no other time limit is provided for. NB Time bars are a controversial topic in Brazil and the law is sometimes uncertain</td>
</tr>
</tbody>
</table>

If the goods are wrongly classified, there is a fine of 1% of the goods’ customs value.
9. Interaction between claims in Contract and Tort

a. If a party has committed an act which is both a breach of contract and causes tortious damage, can the claimant bring their claim in tort as well as or instead of contract? The Claimant can bring their claim in tort or contract or both.

b. If so, can the Claimant avoid any contractual defences by bringing the claim in tort? Yes.

CONTACT
Kincaid
Brazil
www.kincaid.com.br
Iwam Jager Jr.
iwam@kincaid.com.br
1. Limitation
   a. The Limitation Convention is not in force.
      The Burmese Courts do not apply the Limitation Convention. There are no examples of a limitation fund having been established and it is unknown whether a limitation fund could be established with a Club LOU.

      It is not possible to limit for wreck removal or for oil pollution clean-up.

2. Other International Conventions
      Not in force.

   b. Any of the Dumping Conventions
      Not in force.

   c. The Arrest Convention
      i. 1952
      ii. 1999
         Not in force.

   d. Civil Liability for Oil Pollution Damage
      a. 1969
      b. 1976 Protocol
      c. 1992 Protocol
         Not in force.

   e. The International Oil Pollution Fund
      a. 1971
      b. 1992
      c. 2003 Protocol (Supplementary Fund)
         Not in force.
3. Legal Framework and Court System

Burma is a common law system which recognises precedents. Decisions are somewhat unpredictable.

Marine disputes are dealt with by Township Courts.

Cases can take between 1 and 3 years to resolve depending on the value and complexity of the claim. Legal costs are not recoverable except at a court-permitted rate which is very low.

4. Industry Standard Contracts, Knock for Knock, and Freedom for Parties to Contractually Limit Liability

a. Do the courts uphold industry standard contracts such as SUPPLYTIME, TOWCON, TOWHIRE, WRECKHIRE, WRECKSTAGE and WRECKFIXED, HEAVYCON and UKSTC? Yes.

b. Do the courts recognise the knock for knock regimes? In theory, although there are no known cases on this.

c. Do the courts uphold clauses by which parties agree that one or both may limit their liability? Again, in theory.

d. Would the courts uphold a contractual provision limiting liability even if it over-rode an applicable Convention or Statute? Again, in theory.

e. Is there any concept of gross negligence or wilful misconduct? Yes, the Burmese courts recognise both these concepts.

5. State (or Quasi State) Oil Company

The state oil company is Myanmar Oil and Gas Exploration (“MOGE”).

It can be difficult to organise surveys in Myanmar due to a shortage of experienced surveyors.

6. Consequential Losses, Business Interruption & Remoteness

a. Are these recoverable? Yes.

b. How remote does the loss have to be before it is unrecoverable? Loss of opportunity (e.g. lost sales) might be too remote.

7. Fines

What covered fines might be applicable and what is the maximum for:

a. Breach of immigration law Fines for overstaying visas of US$ 3 per day.

b. Accidental escape or discharge of oil Minimum US$ 10,000 fine for pollution of the Yangon River.

c. Smuggling or infringement of customs law except for in relation to carried cargo Confiscation of goods and a small fine.
8. Time bars

<table>
<thead>
<tr>
<th>Claim</th>
<th>Time bar</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tort</td>
<td>1 year for death and personal injury claims. Otherwise 3 years</td>
</tr>
<tr>
<td>Contract</td>
<td>1 year for cargo claims. Otherwise 3 years</td>
</tr>
<tr>
<td>Other</td>
<td>3 years each for oil pollution and wreck removal claims. These limits can be extended</td>
</tr>
</tbody>
</table>

9. Interaction between claims in Contract and Tort

a. If a party has committed an act which is both a breach of contract and causes tortious damage, can the claimant bring their claim in tort as well as or instead of contract?
   The claimant can bring their claim in tort or contract or both.

b. If so, can the claimant avoid any contractual defences by bringing the claim in tort?
   Unknown.

CONTACT
Sea Siren Law Chambers
Myanmar
www.thelawchamber mm.com
Tin Ohmnar Tun
law_chambers@seasiren.com.mm
1. Limitation
   a. The LLMC 1996 Protocol is in force
      NB Owners cannot limit under the Limitation Convention in India if the Vessel in question is flagged in a country which is not a signatory to the Limitation Convention (e.g. Panama).
      India as of now has not ratified the 1996 protocol for adopting the new limits which were announced in April 2012. For this separate legislation is required. This means the new 2012 limits are not currently in force in India.
   b. Are there examples of a limitation fund having been established?
      Yes.
   c. Can a limitation fund be established with a Club LOU?
      There is no precedent for this but s.352(c) and (k) Merchant Shipping Act 1958 seems to give the courts discretion to allow it.
   d. Is it possible to limit for wreck removal?
      No.

2. Other International Conventions
      In force.
   b. Any of the Dumping Conventions
3. Legal Framework and Court System

India has a common law system and precedent is binding.

The High Courts of Mumbai, Kolkata and Chennai exercise admiralty jurisdiction, as well as a few other coastal courts. There are a few judges who are familiar with maritime law.

Cases can take 5-7 years to resolve, sometimes much longer.

4. Industry Standard Contracts, Knock for Knock, and Freedom for Parties to Contractually Limit Liability

a. Do the courts uphold industry standard contracts such as SUPPLYTIME, TOWCON, TOWHIRE, WRECKHIRE, WRECKSTAGE and WRECKFIXED, HEAVYCON and UKSTC?
   Yes.

b. Do the courts recognise the knock for knock regimes?
   Yes unless doing so would offend public policy.

c. Do the courts uphold clauses by which parties agree that one or both may limit their liability?
   Yes unless doing so would offend public policy.

d. Would the courts uphold a contractual provision limiting liability even if it over-rode an applicable Convention or Statute?
   No. The Convention or Statute would prevail.

e. Is there any concept of gross negligence or wilful misconduct?
   These concepts have not been considered by the Indian Courts.

5. State (or Quasi State) Oil Company

The state oil company is the Indian Oil Corporation.

It is relatively easy to organise surveys in India.
6. Consequential Losses, Business Interruption & Remoteness

a. Are these recoverable?
S. 73 of the Indian Contract Act 1872 applies, which is a statutory codification of the rule in Hadley v Baxendale. This limits damages to "compensation for any loss or damage... which naturally arose in the usual course of things from such breach, or which the parties knew, when they made the contract, to be likely to result from the breach of it".

b. Fines
What covered fines might be applicable and what is the maximum for:

a. Short or over delivery of cargo
The fine for short delivery is an amount not exceeding twice the duty on the amount which should have been delivered. The fine for over-delivery is Rs 5,000.

b. Breach of immigration law
Breaches can be punished with a prison sentence of up to 5 years and fines of up to Rs 10,000 under the Passport Act 1967.

c. Accidental escape or discharge of oil
Indian law recognises the CLC and provides for a fine of up to Rs 500,000.

d. Smuggling or infringement of customs law except for in relation to carried cargo
Confiscation of ship, unlimited fine for evasion of duties, confiscation of smuggled goods or a fine of Rs 5,000, whichever is greater.

8. Time bars

<table>
<thead>
<tr>
<th>Claim</th>
<th>Time bar</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tort</td>
<td>Various time bars apply depending on the nature of the claim.</td>
</tr>
<tr>
<td></td>
<td>There is a time limit of 2 years for fatal accident claims</td>
</tr>
<tr>
<td></td>
<td>(1 year for Legal Representatives Act claims)</td>
</tr>
<tr>
<td>Contract</td>
<td>1 year for cargo claims. 9 months for multi modal claims.</td>
</tr>
<tr>
<td></td>
<td>3 years for other contract claims</td>
</tr>
<tr>
<td>Other</td>
<td>3 years for salvage, collision and GA claims.</td>
</tr>
<tr>
<td></td>
<td>1 year for customs claims</td>
</tr>
<tr>
<td></td>
<td>1 year from discovery of the fraud for fraud/ concealment/ mistake claims</td>
</tr>
<tr>
<td></td>
<td>3 years from the accrual of the right of action for general limitation claims</td>
</tr>
</tbody>
</table>

9. Interaction between claims in Contract and Tort

a. If a party has committed an act which is both a breach of contract and causes tortious damage, can the claimant bring their claim in tort as well as or instead of contract?
The claimant may sue in tort or contract or both.

b. If so, can the Claimant avoid any contractual defences by bringing the claim in tort?
No.

CONTACT
Bh LegalEase Consultants
Delhi, India
www.bhlegalease.co.in
Subrat Kulshrestha
skul.bhlegalease@gmail.com
1. Limitation

a. The Limitation Convention is not in force
   Indonesia does not allow Owners to limit except for CLC oil pollution-like risks, save arguably in collision cases, where Owners might be able to limit to 50 Dutch Guilders per square metre of net tonnage.

b. Are there examples of a limitation fund having been established?
   Yes.

c. Can a limitation fund be established with a Club LOU?
   Unknown. We are unaware of any precedent.

d. Is it possible to limit for wreck removal?
   No.

2. Other International Conventions

   Not in force.
   Indonesian law requires Owners to remove the wreck at their expense if it obstructs navigation. If Owners do not do so the government may remove the wreck and claim costs from Owners.

b. Any of the Dumping Conventions
   Not in force.
   Regulations forbid the disposal of waste at sea but do not impose any sanctions on foreign shipowners.
c. The Arrest Convention
   i. 1952
   ii. 1999
      Not in force.

d. Civil Liability for Oil Pollution Damage 1969
   The 1992 Protocol is in force.

e. The International Oil Pollution Fund 1971
   The 1971 Convention is in force.
   The 1992 Protocol and the 2003 Protocol (Supplementary Fund) are not in force.

f. Civil Liability for Bunker Oil Pollution Damage 2001
   Not in force

3. Legal Framework and Court System

   Indonesia has a civil law system. Precedents are not binding. Legislation is codified and judges have wide discretion in its interpretation.

   Indonesia has no specialist maritime court. All maritime cases are heard by the general civil district courts. Accidents in Indonesian waters are investigated by the Maritime Council and the court's findings of fact are heavily influenced by the Council's findings.

   There is a 2-tier appeal system. Court proceedings can take a long time to complete and outcomes can be difficult to predict.

4. Industry Standard Contracts, Knock for Knock, and Freedom for Parties to Contractually Limit Liability

   a. Do the courts uphold industry standard contracts such as SUPPLYTIME, TOWCON, TOWHIRE, WRECKHIRE, WRECKSTAGE and WRECKFIXED, HEAVYCON and UKSTC?
      Yes but there are provisions of the Commercial Code which limit a carriers' ability to limit or exclude liability for cargo claims.

   b. Do the courts recognise the knock for knock regimes?
      Yes.

   c. Do the courts uphold clauses by which parties agree that one or both may limit their liability?
      Yes subject to the provisions of the Commercial Code described above.

   d. Would the courts uphold a contractual provision limiting liability even if it over-rode an applicable Convention or Statute?
      Yes subject to the provisions of the Commercial Code described above.

   e. Is there any concept of gross negligence or wilful misconduct?
      These concepts are interpreted on a case by case basis.

5. State (or Quasi State) Oil Company

   The Indonesian state oil company is called Pertamina.

   It is not always easy to organise surveys in Indonesia.
6. Consequential Losses, Business Interruption & Remoteness

a. Are these recoverable?
   No. Only direct losses are recoverable.

7. Fines

What covered fines might be applicable and what is the maximum for:

a. Breach of immigration law
   Fines of IDR 500 – 1500.

b. Accidental escape or discharge of oil
   Fines of 1 IDR billion – 9 billion.

c. Smuggling or infringement of customs law except for in relation to carried cargo
   Fines between IDR 50 million and 5 billion.

8. Time bars

<table>
<thead>
<tr>
<th>Claim</th>
<th>Time bar</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cargo</td>
<td>1 year time bar for cargo claims</td>
</tr>
<tr>
<td>Collision &amp; Salvage</td>
<td>2 year time bar for collision claims and salvage</td>
</tr>
<tr>
<td>Necessaries</td>
<td>3 year time bar for claims in connection with delivery and performance of work or supplies to a ship or maintenance or repair to the Ship</td>
</tr>
</tbody>
</table>

Otherwise, there is a general time bar for civil claims of 30 years.

9. Interaction between claims in Contract and Tort

a. If a party has committed an act which is both a breach of contract and causes tortious damage, can the claimant bring their claim in tort as well as or instead of contract?
   No, the claim must be brought for breach of contract.

CONTACT

ANBR Counsellors at Law
Indonesia
www.abnrlaw.com
Sahat Siahaan / Desi Rutvikasari
ssiahaan@abnrlaw.com
1. **Limitation**

   a. **The LLMC 1957 is in force**  
      In Sabah and Sarawak only.

   b. **The LLMC 1996 Protocol is in force**  
      In the rest of Malaysia. Malaysia has not adopted the 2012 uplift to the 1996 limits, which would require further legislation under Malaysian law.

   c. **Are there examples of a limitation fund having been established?**  
      No.

   d. **Can a limitation fund be established with a Club LOU?**  
      There is no precedent for this yet.

   e. **Is it possible to limit for wreck removal?**  
      Yes.

2. **Other International Conventions**

   a. **Nairobi Wreck Removal 2007**  
      This is not in force in Sabah and Sarawak. The rest of Malaysia has adopted the Convention provisions on financial security and compulsory insurance for wreck removal.

   b. **Any of the Dumping Conventions**  
      Not in force. Malaysian law prohibits the discharge of harmful substances from Vessels in Malaysian waters. This law does not apply in Sabah or Sarawak.
c. The Arrest Convention
   i. 1952
      Not in force, but ship arrests are permitted under Malaysian legislation which follows the UK Senior Courts Act 1981 and the 1952 Arrest Convention.
   ii. 1999

d. Civil Liability for Oil Pollution Damage 1969
   The 1992 Protocol is in force.

e. The International Oil Pollution Fund 1971
   The 1992 Protocol is in force.

f. Civil Liability for Bunker Oil Pollution Damage 2001
   In force.

3. Legal Framework and Court System

   Malaysia has a common law system and precedent is binding. As such, decisions are fairly predictable. English case authorities are highly persuasive.

   A specialist admiralty court was established in Kuala Lumpur in 2010.

   Straightforward cases are usually disposed of within about 9 months of filing.

   First instance decisions can be appealed as of right to the Court of Appeal, and then on to the Federal Court provided the Federal Court gives permission.

4. Industry Standard Contracts, Knock for Knock, and Freedom for Parties to Contractually Limit Liability

   a. Do the courts uphold industry standard contracts such as SUPPLYTIME, TOWCON, TOWHIRE, WRECKHIRE, WRECKSTAGE and WRECKFIXED, HEAVYCON and UKSTC?
      Yes.

   b. Do the courts recognise the knock for knock regimes?
      There is no specific case law on this, but it seems likely.

   c. Do the courts uphold clauses by which parties agree that one or both may limit their liability?
      Yes, although possibly not in cases involving fraud or fundamental breach.

   d. Would the courts uphold a contractual provision limiting liability even if it over-rode an applicable Convention or Statute?
      Yes but a provision for tighter time limits than those under Convention or Statute maybe void under the Contracts Act 1950.

   e. Is there any concept of gross negligence or wilful misconduct?
      Yes but there is no authoritative definition of either concept.

5. State (or Quasi State) Oil Company

   The State oil company is Petronas. Claims tend to be resolved through negotiation rather than litigation.
6. Consequential Losses, Business Interruption & Remoteness

a. Are these recoverable?
   Yes.

b. How remote does the loss have to be before it is unrecoverable?
   s. 74 of the Contracts Act 1950 applies, which is a statutory codification of the rule in Hadley v Baxendale. Claims for consequential loss, business interruption etc. are only recoverable if they naturally arose from the breach, or were in the reasonable contemplation of the parties at the time the contract was made.

7. Fines

What covered fines might be applicable and what is the maximum for:

a. Breach of immigration law
   There is a fine of up to RM 1,000 per undeclared person for failure to provide a complete list of persons on board.

b. Smuggling or infringement of customs law except for in relation to carried cargo
   Fines of up to RM 2,000.

8. Time bars

<table>
<thead>
<tr>
<th>Claim</th>
<th>Time bar</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tort</td>
<td>2 years for claims for personal injury or death as a result of a collision. Otherwise, 6 years</td>
</tr>
<tr>
<td>Contract</td>
<td>1 year for cargo claims. Otherwise, 6 years</td>
</tr>
<tr>
<td>Other</td>
<td>2 years for collision and salvage claims. 12 years for enforcement of a judgment under the Limitation Act 1953</td>
</tr>
</tbody>
</table>

9. Interaction between claims in Contract and Tort

a. If a party has committed an act which is both a breach of contract and causes tortious damage, can the claimant bring their claim in tort as well as or instead of contract?
   Yes.

b. If so, can the Claimant avoid any contractual defences by bringing the claim in tort?
   Not automatically. The court will consider whether the defences were intended by the parties to also apply to claims in tort.

CONTACT

Messers Sativale Mathew Arun
Malaysia
www.sativale.com.my
Arun Krishnalingam
arun@sativale.com.my
1. Limitation

a. The Limitation Convention 1976 is in force
   However, court decisions on limitation can be unpredictable and in some cases the courts have not allowed Owners to limit (particularly personal injury claims). Also, there are limits of liability available under domestic law which can be lower than the limits set by the convention. This remains an evolving area in Mexican law.

b. Are there examples of a limitation fund having been established?
   Yes.

c. Can a limitation fund be established with a Club LOU?
   Yes, the Courts have been convinced to accept a Club LOU to establish a Limitation Fund.

d. Is it possible to limit for wreck removal?
   Yes.

2. Other International Conventions


b. Any of the Dumping Conventions
   Not in force.
3. **Legal Framework and Court System**

Mexican law is codified but there is a limited system of binding precedent.

There is no specialist maritime court and maritime cases are relatively rare.

It usually takes around three years to dispose of a maritime dispute.

4. **Industry Standard Contracts, Knock for Knock, and Freedom for Parties to Contractually Limit Liability**

a. Do the courts uphold industry standard contracts such as SUPPLYTIME, TOWCON, TOWHIRE, WRECKHIRE, WRECKSTAGE and WRECKFIXED, HEAVYCON and UKSTC?
   Yes.

b. Do the courts recognise the knock for knock regimes?
   Yes.

c. Do the courts uphold clauses by which parties agree that one or both may limit their liability?
   Yes unless the case involves deceit on the part of the party seeking to rely on the limit.

d. Would the courts uphold a contractual provision limiting liability even if it over-rode an applicable Convention or Statute?
   Yes unless this is expressly and specifically prohibited by law.

e. Is there any concept of gross negligence or wilful misconduct?
   Yes, this is treated as analogous to the concept of “dolum” or deceit.

5. **State (or Quasi State) Oil Company**

The state oil company is called Pemex.

It can be difficult to organise surveys in Mexico.

6. **Consequential Losses, Business Interruption & Remoteness**

a. Are these recoverable?
   Yes.

b. How remote does the loss have to be before it is unrecoverable?
   The claimant must demonstrate that the loss is a direct or immediate consequence of the breach.
7. **Fines**

What covered fines might be applicable and what is the maximum for:

Fines are calculated in “Units of Measure”. Each “Unit of Measure” is equivalent to MX 80.60 and the value is updated each year. Roughly, a Unit of Measure is equivalent to around US$ 4.20.

a. **Breach of immigration law**
   Fines of up to 10,000 Units of Measure.

b. **Accidental escape or discharge of oil**
   Fines of between 250 - 50,000 Units of Measure.

c. **Smuggling or infringement of customs law except for in relation to carried cargo**
   Fines equivalent to the tax and import/export duty, which is a percentage of the goods’ value plus interest and charges.

8. **Time bars**

<table>
<thead>
<tr>
<th>Claim</th>
<th>Time bar</th>
</tr>
</thead>
<tbody>
<tr>
<td>Environmental</td>
<td>12 years for environmental claims</td>
</tr>
<tr>
<td>Other</td>
<td>2 years for all other claims, including SCOPIC and article 14 salvage convention claims, except for claims for environmental damage, where the time limit can be extended to 12 years</td>
</tr>
<tr>
<td>Cargo</td>
<td>1 year for claims under contracts for the international carriage of goods by sea</td>
</tr>
</tbody>
</table>

9. **Interaction between claims in Contract and Tort**

a. If a party has committed an act which is both a breach of contract and causes tortious damage, can the claimant bring their claim in tort as well as or instead of contract?  
   No.

---

**CONTACT**

Franco Duarte Murillo Arredondo  
Mexico  
www.fdma.mx  
Rafael Murillo  
murillo@fdma.mx
1. **Limitation**
   a. The LLMC 1996 Protocol is in force
   
   b. Are there examples of a limitation fund having been established?
      Yes.
   
   c. Can a limitation fund be established with a Club LOU?
      Yes.
   
   d. Is it possible to limit for wreck removal?
      Yes.

2. **Other International Conventions**
      In force.
   
   b. Any of the Dumping Conventions
      The following Conventions are in force:
      The London Convention and 1996 London Protocol,
      The Bamako Convention on the ban on the Import into Africa and the Control
      of Transboundary Movement and Management of Hazardous Wastes within
      Africa.
   
   c. The Arrest Convention
      i. 1952
         In force.
      ii. 1999
         Not in force.
   
   d. Civil Liability for Oil Pollution Damage 1969
      The 1992 Protocol is in force.
3. Legal Framework and Court System

Nigeria has a common law system and precedents are binding. Foreign precedents can also be persuasive but not binding.

There is no specialist maritime court. Maritime cases are heard by the Federal High Court, with appeals to the Court of Appeal and the Supreme Court. Cases can take between 8 months and 4 years to reach judgment at first instance.

There is no automatic system of disclosure. It is necessary to obtain a court order for disclosure of any documents.

4. Industry Standard Contracts, Knock for Knock, and Freedom for Parties to Contractually Limit Liability

a. Do the courts uphold industry standard contracts such as SUPPLYTIME, TOWCON, TOWHIRE, WRECKHIRE, WRECKSTAGE and WRECKFIXED, HEAVYCON and UKSTC?
   Yes.

b. Do the courts recognise the knock for knock regimes?
   Yes.

c. Do the courts uphold clauses by which parties agree that one or both may limit their liability?
   Yes.

d. Would the courts uphold a contractual provision limiting liability even if it over-rode an applicable Convention or Statute?
   No.

e. Is there any concept of gross negligence or wilful misconduct?
   Yes, these are similar to the English concepts.

5. State (or Quasi State) Oil Company

The state oil company is the Nigerian National Petroleum Corporation ("NNPC"). Claimants are obliged to serve them with a Notice of Intention to Sue within 1 month and claims are time barred if proceedings are not commenced within 12 months of the Notice.

6. Consequential Losses, Business Interruption & Remoteness

a. Are these recoverable?
   Yes.

b. How remote does the loss have to be before it is unrecoverable?
   The same test applies as in England i.e. the loss must flow naturally from the breach or be in the reasonable contemplation of the parties at the time the contract is made.
7. Fines

What covered fines might be applicable and what is the maximum for:

a. Breach of immigration law
   Fines of Naira 2 million.

b. Accidental escape or discharge of oil
   Naira 1 – 50 million.

c. Smuggling or infringement of customs law except for in relation to carried cargo
   No fine but goods may be confiscated.

8. Time bars

<table>
<thead>
<tr>
<th>Claim</th>
<th>Time bar</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tort</td>
<td>3 years for claims for death and personal injury, including Fatal Accidents Act claims. Otherwise, 6 years</td>
</tr>
<tr>
<td>Contract</td>
<td>1 year for cargo claims to which the Hague/Hague-Visby Rules apply and 2 years for cargo claims to which the Hamburg Rules apply. (The Hamburg Rules compulsorily apply to outbound shipments of goods from Nigeria and inbound shipments from a contracting state.) Otherwise, 6 years</td>
</tr>
<tr>
<td>Other</td>
<td>2 years for collisions, passenger claims and salvage/SCOPIC claims. 6 years for oil pollution claims. 6 years for the enforcement of judgments or awards</td>
</tr>
</tbody>
</table>

9. Interaction between claims in Contract and Tort

a. If a party has committed an act which is both a breach of contract and causes tortious damage, can the claimant bring their claim in tort as well as or instead of contract?
   Yes.

b. If so, can the Claimant avoid any contractual defences by bringing the claim in tort?
   The position under Nigerian law is unclear, but probably not.

CONTACT

BKC Legal
Nigeria
Victor Ogude
victor@bkclegal.com
1. Limitation
   a. The LLMC 1996 Protocol is in force
      On 12 May 2015, the Norwegian Parliament passed legislation implementing the 2012 limits, which came into force on 8 June 2015. From this date, the increased LLMC limits apply in all cases where the limitation of liability is invoked for property claims or claims for loss of life or personal injury before a Norwegian court.
   b. Are there examples of a limitation fund having been established?
      Yes. See the decisions in “The Rocknes”, “The Server” and “The Full City” cases.
   c. Can a limitation fund be established with a Club LOU?
      Yes. See the case decisions above, although this remains at the Court’s discretion.
   d. Is it possible to limit for wreck removal?
      Yes but significantly higher limits apply under Norwegian legislation. Norway has exercised its reservation under the 1996 Protocol in respect of clean-up costs and wreck removal.

2. Other International Conventions
      Norway has ratified this Convention. It is not yet enforce in Norway but legislation incorporating it into the Norwegian Maritime Code is expected soon.
   b. Any of the Dumping Conventions
c. **The Arrest Convention**
   i. **1952**
      - In force.
   ii. **1999**
      - Ratified but not in force.

d. **Civil Liability for Oil Pollution Damage 1969**
   - The 1992 Protocol is in force.

e. **The International Oil Pollution Fund 1971**
   - Yes, the 96 (and the 2003) Fund Convention has been ratified.

f. **Civil Liability for Bunker Oil Pollution Damage 2001**
   - In force.

3. **Legal Framework and Court System**

Norwegian law can be described as based on civil law with strong common law influences. The most important sources of law are statutes, court decisions and preparatory works (legislative history).

The Supreme Court shall try cases that may develop the law and create precedents. The Supreme Court’s decisions are not legally binding, but are used as guidance in similar cases.

There are no specialised or commercial courts available for maritime claims. Maritime claims are normally heard by national courts or arbitration tribunals. The Nordic Maritime Law Associations together with the industry has developed the Rules of the Nordic Offshore and Maritime Arbitration Association, in order to promote transparent and cost-efficient arbitrations.

4. **Industry Standard Contracts, Knock for Knock, and Freedom for Parties to Contractually Limit Liability**

a. **Do the courts uphold industry standard contracts such as SUPPLYTIME, TOWCON, TOWHIRE, WRECKHIRE, WRECKSTAGE and WRECKFIXED, HEAVYCON and UKSTC?**
   - Yes.

b. **Do the courts recognise the knock for knock regimes?**
   - Yes.

c. **Do the courts uphold clauses by which parties agree that one or both may limit their liability?**
   - Yes, subject to issues of gross negligence (see below).

d. **Would the courts uphold a contractual provision limiting liability even if it over-rode an applicable Convention or Statute?**
   - This depends on the circumstances. If the relevant facts of the matter predominantly involved Norwegian interests and the applicable Convention or Statute would mandatory apply, the answer would as a starting point be no. If the relevant contract adopted a non-Norwegian choice of law clause and the relevant facts of the matter involve several jurisdictions, Norwegian interests not being predominate, the answer would as a starting point be yes.

e. **Is there any concept of gross negligence or wilful misconduct?**
   - Yes. Gross negligence means “a pronounced derogation from common proper behaviour”. Wilful misconduct presupposes conscious conduct or intention to cause harm. The Norwegian courts’ approach to the construction of contracts is to interpret the contract as a whole, hereunder the balance between the contracting parties. Whether the wording of the clauses are generally accepted in the industry will play an important role in the construction exercise.
Clauses which discharge a contracting party from liability caused by gross negligence or wilful misconduct have traditionally been under scrutiny by Norwegian courts. Recent decisions show more lenience in contracts between professional parties, and especially in respect of standard agreed contracts as used in the offshore sector. Knock-for-knock or other types of limitation clauses are more likely to be accepted where the gross negligence or wilful misconduct act is committed by employees not qualifying as the company’s “alter ego”.

In the “Njord Bravo” from 2012, the Norwegian Appeal Court set aside contractual exclusions for any indirect or consequential losses based on the fact that the acting party displayed grossly negligent behaviour.

5. State (or Quasi State) Oil Company

Statoil (now Equinor) does not usually take a different approach to claims to other non-state owned companies.

6. Consequential Losses, Business Interruption & Remoteness

a. Are these recoverable?
   Yes in principle.

b. How remote does the loss have to be before it is unrecoverable?
   Under Norwegian the principle of foreseeability and adequacy, preclude liability for losses that are unexpected or too remote. For the individual case the court will apply guidance provided by Supreme Court practice.

7. Fines

For breach of the Pollution Act in case of an oil spill or the Criminal Code in case smuggling or other custom infringements, the individual crew and/or the ship owner may be subject to fines. The same may apply is cases of breach of the ship safety act. Fines would normally start at about NOK 10,000, and increase depending on severity, but seldom exceed NOK 2 million.

8. Time bars

<table>
<thead>
<tr>
<th>Claim</th>
<th>Time bar</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract</td>
<td>For claims for breach in contract the general time bar is three years from the date of the breach. The contracting parties may agree upon a shorter or longer limitation period in the specific agreement. There are also specific limitation periods set out in various regulations concerning specific types of agreements. This applies for claims for salvage or passenger claims where the limitation period is two years, or cargo claims where the limitation period is one year.</td>
</tr>
<tr>
<td>Tort</td>
<td>For claims in tort the general time bar is three years from the time when the claimant acquired positive or constructed knowledge of the damage and the identity of the liable party. There also exist specific limitation periods set out in various regulations such as the two-year limitation period for collisions claim.</td>
</tr>
</tbody>
</table>
9. Interaction between claims in Contract and Tort

a. If a party has committed an act which is both a breach of contract and causes tortious damage, can the claimant bring their claim in tort as well as or instead of contract?
   Yes.

b. If so, can the Claimant avoid any contractual defences by bringing the claim in tort?
   No.

CONTACT

Wikborg Rein Advokatfirma
Norway
www.wr.no/en/offices/oslo
Gaute Gjeisten
ggi@wr.no
1. Limitation
   a. The Limitation Convention is not in force
      However, the Oman Maritime Code does allow shipowners to limit some claims. The regime is similar to that established by the Limitation Conventions.
   b. Are there examples of a limitation fund having been established?
      Not that we are aware of (there is no regular case reporting service in Oman).
   c. Can a limitation fund be established with a Club LOU?
      Not that we are aware of.
   d. Is it possible to limit to wreck removal?
      It is unclear whether it is possible to limit for wreck removal.

2. Other International Conventions
      Not in force.
   b. Any of the Dumping Conventions
   c. The Arrest Convention
      i. 1952
      ii. 1999
      Neither of the Arrest Conventions are in force. Omani law allows security arrests for maritime claims. Ships can be released against cash or bank guarantees, but not Club LOU’s.
   d. Civil Liability for Oil Pollution Damage 1969
      The 1992 Protocol is in force.
e. The International Oil Pollution Fund 1971
   The 1992 Protocol is in force.

f. Civil Liability for Bunker Oil Pollution Damage 2001
   Not in force.

3. Legal Framework and Court System

The Omani legal system is a civil system and the law is largely codified. There is no system of binding precedent but previous decisions are persuasive.

Maritime disputes are dealt with in the Primary Court (Commercial Circuit) and can be appealed to the Court of Appeal and then the Supreme Court. There is no specialist maritime court. The time taken for a claim to be disposed of can vary.

4. Industry Standard Contracts, Knock for Knock, and Freedom for Parties to Contractually Limit Liability

a. Do the courts uphold industry standard contracts such as SUPPLYTIME, TOWCON, TOWHIRE, WRECKHIRE, WRECKSTAGE and WRECKFIXED, HEAVYCON and UKSTC?
   Yes.

b. Do the courts recognise the knock for knock regimes?
   Yes.

c. Do the courts uphold clauses by which parties agree that one or both may limit their liability?
   Yes, except that liability for “harmful acts” (similar to common law torts) cannot be excluded or limited.

d. Would the courts uphold a contractual provision limiting liability even if it over- rode an applicable Convention or Statute?
   No.

e. Is there any concept of gross negligence or wilful misconduct?
   These expressions are used and recognised but not defined.

5. State (or Quasi State) Oil Company

The state oil company is the Oman Oil Company Exploration and Production LLC (“OOCEP”). They tend to prefer to settle claims amicably than resort to court proceedings.

6. Consequential Losses, Business Interruption & Remoteness

a. Are these recoverable?
   No.

7. Fines

What covered fines might be applicable and what is the maximum for:

a. Short or over delivery of cargo
   Up to OMR 300 per package.

b. Breach of immigration law
   Fines vary depending on the breach.

c. Accidental escape or discharge of oil
   OMR 0.05 per ship’s ton up to OMR 25,000 plus clean-up costs and compensation to government and third parties.
d. Smuggling or infringement of customs law except for in relation to carried cargo
   The fine for smuggling prohibited goods is 1-3 times the value of the goods. For customs violations, the fine is twice the duty for high value goods otherwise the fine is around 10% of the value of the goods.

8. Time bars

<table>
<thead>
<tr>
<th>Claim</th>
<th>Time bar</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tort</td>
<td>5 years for death and personal injury claims (unless there are also criminal proceedings)</td>
</tr>
<tr>
<td>Contract</td>
<td>1 year for cargo claims. Otherwise, 15 years</td>
</tr>
<tr>
<td>Other</td>
<td>2 years for collisions and salvage claims. 3 years from the date of the damage or 6 years from the incident for CLC claims. 10 years for enforcement of judgments and awards.</td>
</tr>
</tbody>
</table>

9. Interaction between claims in Contract and Tort

a. If a party has committed an act which is both a breach of contract and causes tortious damage, can the claimant bring their claim in tort as well as or instead of contract?
   Yes.

a. If so, can the Claimant avoid any contractual defences by bringing the claim in tort?
   Yes.
1. Limitation
   a. The Limitation Convention is not in force
      However, domestic legislation allows Owners some right to limit.
      A shipowner may limit his liability to QR 250 per ton for loss/ damage to property, QR 500 per ton for personal injury or death and QR 750 per ton for both loss/ damage to property and personal injury/ death.
      The Owner may not limit for claims for salvage, GA or crew wages and limits can be broken if the loss arose from the Owners’ “personal mistake”.
   b. Are there examples of a limitation fund having been established?
      No.
   c. Can a limitation fund be established with a Club LOU?
      No.
   d. Is it possible to limit for wreck removal?
      Yes.

2. Other International Conventions
      Not in force.
      Qatari law states that the cost of wreck removal is to be borne by the shipowner.
   b. Any of the Dumping Conventions
      The International Convention for the Control and Management of Ship’s Ballast Water and Sediments (BWM) came into force on September 2017.
c. The Arrest Convention
   i. 1952
   ii. 1999

   Neither of the Arrest Conventions are in force.

d. Civil Liability for Oil Pollution Damage 1969
   The 1992 Protocol is in force.

e. The International Oil Pollution Fund 1971
   The 1992 Protocol is in force.

f. Civil Liability for Bunker Oil Pollution Damage 2001
   Not in force.

3. Legal Framework and Court System

   The Qatari system is codified. Precedents are not binding but are persuasive.

   There are no specialist maritime courts. Maritime disputes are heard with by the Civil Courts and can be appealed to the appeal courts and then to the Court of Cassation.

   Maritime claims usually take about 2-3 years to be disposed of.

4. Industry Standard Contracts, Knock for Knock, and Freedom for Parties to Contractually Limit Liability

   a. Do the courts uphold industry standard contracts such as SUPPLYTIME, TOWCON, TOWHIRE, WRECKHIRE, WRECKSTAGE and WRECKFIXED, HEAVYCON and UKSTC?
      Yes.

   b. Do the courts recognize the knock for knock regimes?
      Yes unless the claim involves fraud, gross negligence or pollution.

   c. Do the courts uphold clauses by which parties agree that one or both may limit their liability?
      Yes unless the claim involves fraud, gross negligence or pollution.

   d. Would the courts uphold a contractual provision limiting liability even if it over-rode an applicable Convention or Statute?
      No.

   e. Is there any concept of gross negligence or wilful misconduct?
      Yes.

5. State (or Quasi State) Oil Company

   The state oil company is Qatar Petroleum.

   It can be difficult to organise surveys in Qatar.

6. Consequential Losses, Business Interruption & Remoteness

   a. Are these recoverable?
      Yes.

   b. How remote does the loss have to be before it is unrecoverable?
      This is down to the discretion of the court. Usually damages are limited to those which could normally have been foreseen at the time the contract was made.
7. Fines

What covered fines might be applicable and what is the maximum for:

a. Accidental escape or discharge of oil
   QR 200,000 – 500,000.

b. Smuggling or infringement of customs law except for in relation to carried cargo
   Double the customs duty for dutiable cargo, 10% of the value of the goods if not dutiable, and 1-3 times the value of the goods if the goods are prohibited.

c. Fines for failing to obtain licence for performing maritime activities
   Pursuant to Law number (8) of 2017 (issued on May 15, 2017), all vessels are required to obtain licence from the Ministry of Transport and Communication for performing maritime activities. Failure to fulfil this requirement can attract a fine up to QR 50,000.

8. Time bars

Under the Civil Code of Qatar, claims in respect of personal rights (and to some views contractual rights) extinguish after the lapse of 15 years.

9. Interaction between claims in Contract and Tort

a. If a party has committed an act which is both a breach of contract and causes tortious damage, can the claimant bring their claim in tort as well as or instead of contract?
   Where an act constitutes a breach of contract, Courts in Qatar will not entertain pleas or prayers based on tort principles.

b. If so, can the Claimant avoid any contractual defences by bringing the claim in tort?
   No. A claim in tort will not be maintainable if the act or omission is subject to contract.

CONTACT
Sultan Al-Abdulla & Partners
Qatar
www.qatarlaw.com
Shahab Siddiqui
ssiddiqui@qatarlaw.com
1. Limitation
   
   b. Are there examples of a limitation fund having been established? No.
   
   c. Can a limitation fund be established with a Club LOU? Yes, this is permitted by legislation.
   
   d. Is it possible to limit for wreck removal? No.

2. Other International Conventions
      Not in force. Draft legislation is expected.

      Wreck removal is currently dealt with under domestic legislation. Under the Russian Code of Merchant Navigation, in cases where the sunken property poses a threat to the safety of navigation or damage to the marine environment by pollution, the owner of the sunken property is obliged at the request of the captain of the seaport to raise the sunken property with a given deadline and, if necessary, remove or destroy it.
b. Any of the Dumping Conventions

c. The Arrest Convention
i. 1952
   The 1952 Arrest Convention is in force.

ii. 1999


d. Civil Liability for Oil Pollution Damage 1969

e. The International Oil Pollution Fund 1971
   Russia has acceded to this convention and the 1992 Protocol is in force.

f. Civil Liability for Bunker Oil Pollution Damage 2001
   Yes.

3. Legal Framework and Court System

   Russian legislation is divided into Federal and regional laws.

   The sources of law in Russia are laws and regulations, international treaties and agreements of the Russian Federation, domestic normative treaties, acts of constitutional control bodies and customs recognised by Russian law.

   Part 4 of article 15 of the Constitution establishes the supremacy of international treaties over the current legislation of Russia. In case of conflict between the legislation and the international Treaty of the Russian Federation, the rules of the international Treaty shall apply.

   Russia does not have a system of binding precedent, but the Supreme Court provides an important role in the application of legislation.

   Maritime cases can be dealt with by the specialised arbitration court, the Maritime Arbitration Commission at the Chamber of Commerce and Industry of the Russian Federation (IAC). The Maritime Arbitration Commission accepts disputes for consideration if there is an agreement between the parties to transfer them to its jurisdiction or if jurisdiction is bestowed by an international treaty.

4. Industry Standard Contracts, Knock for Knock, and Freedom for Parties to Contractually Limit Liability

a. Do the courts uphold industry standard contracts such as SUPPLYTIME, TOWCON, TOWHIRE, WRECKHIRE, WRECKSTAGE and WRECKFIXED, HEAVYCON and UKSTC?
   Yes. The Russian jurisdiction recognises the principle of freedom of contract.

b. Do the courts recognise the knock for knock regimes?
   Yes.

c. Do the courts uphold clauses by which parties agree that one or both may limit their liability?
   Yes.
d. Would the courts uphold a contractual provision limiting liability even if it over-rode an applicable Convention or Statute?
No, the international treaty would override.

NB the courts do not always allow owners to limit liability for claims under bills of lading. This is a controversial issue in Brazil.

e. Is there any concept of gross negligence or wilful misconduct?
Yes, both concepts are recognised.

5. State (or Quasi State) Oil Company
Russia’s biggest oil company is Rosneft, which is state owned.

6. Consequential Losses, Business Interruption & Remoteness
a. Are these recoverable?
These concepts are not specifically recognised by Russian legislation or the Civil Code. However, in Russian law, a person whose right is violated may claim full compensation for damages caused to him. Losses are understood as expenses that the innocent party has incurred or will have to incur to restore the violated right, or to make good the loss or damage to his property, as well as lost income that this person would have received under normal conditions if his right had not been violated.

b. How remote does the loss have to be before it is unrecoverable?
See above. The concept of “remoteness” does not appear in Russian legislation.

7. Fines
What covered fines might be applicable and what is the maximum for:

a. Short or over delivery of cargo or failure to comply with regulations for declaration of goods or documentation of cargo
There are no fines for short or over delivery but there are fines for non-declaration or inaccurate declarations of goods of between and two and a half times the value of the goods. The goods can also be confiscated.

b. Breach of immigration law
There are a wide variety of offences and fines ranging from five hundred rubles to four hundred thousand rubles.

c. Accidental escape or discharge of oil
Fine of up to RUB 200,000 or the salary or other income for a period of eighteen months, or by deprivation of the right to occupy certain positions or engage in certain activities for a term up to five years, or correctional labour for a term not exceeding two years, or detention for up to four months.

d. Smuggling or infringement of customs law except for in relation to carried cargo
There are wide variety of offences punishable by prison sentences and fines of up to one million rubles.
8. **Time bars**

Claims arising from a contract for the carriage of goods by sea have a one-year limitation period.

Claims arising from a contract for the carriage of a passenger by sea in foreign traffic, a contract of marine insurance, as well as from the collision of ships and the implementation of rescue operations, have a two-year limitation period.

Claims arising from towage contracts, a contract of marine agency, a contract of marine mediation, time charter, bareboat charter and general accident, have a one-year limitation period.

Claims for compensation for damage from pollution from ships with oil and damage from pollution with bunker fuel may be brought within three years from the date of such damage, but before six years from the day of the incident. If an incident consists of a series of incidents, the six-year period shall be calculated from the day of the first incident.

A claim for damages in connection with the carriage of dangerous and harmful substances by sea may be brought within three years from the day when the person who suffered the damage knew or should have known about the damage caused and who the owner of the vessel was, or within ten years from the date of the incident. If an incident consists of a series of incidents, the ten-year period shall be calculated from the date of the last incident.

9. **Interaction between claims in Contract and Tort**

a. If a party has committed an act which is both a breach of contract and causes tortious damage, can the claimant bring their claim in tort as well as or instead of contract?
   Yes.

b. If so, can the Claimant avoid any contractual defences by bringing the claim in tort?
   No. This has been determined by the Supreme Court.

---

**CONTACT**

**Law Office Litovchenko**  
St Petersburg, Russia  
**Captain Vladimir Litovchenko**  
valitovchenko@gmail.com
1. Limitation
   a. The Limitation Convention is not in force
      The 1976 Limitation Convention entered into force in Saudi Arabia on 1 August 2018 and the 1996 Protocol entered into force on 5 July 2018. The 2012 amendments to the 1996 protocol are unlikely to apply. It should be noted that the Saudi Courts have full discretion to impose limits that they regard as appropriate, subject to other applicable laws such as Sharia Law.
   
   b. Is it possible to limit for wreck removal?
      No. The Saudi authorities have the power to order the removal of wrecks at the ship-owners’ unlimited expense or to do it themselves at owners’ expense.

2. Other International Conventions
      In force.
   
   b. Any of the Dumping Conventions
      The 1996 London Protocol is in force.
   
   c. The Arrest Convention
      i. 1952
      ii. 1999
      Neither of the Arrest Conventions are in force.
d. Civil Liability for Oil Pollution Damage 1969
   The 1992 Protocol is in force.
   Shipowners can limit liability for damage caused by spills of oil carried as cargo under the CLC. Otherwise shipowners may not limit their liability in Saudi Arabia.

e. The International Oil Pollution Fund
   a. 1971
   b. 1992
   c. 2003 Protocol
      Not in force.

f. Civil Liability for Bunker Oil Pollution Damage 2001
   Not in force.

3. Legal Framework and Court System

   Saudi Arabia is governed in accordance with Sharia law. All laws must be consistent with Sharia principles. The length and outcome of Court or arbitration proceedings can be difficult to predict and legal fees for shipping cases are often very high.

   There is no specialist maritime court so most shipping cases are either heard by general civil courts or, in the case of contract disputes, by arbitrators. Incidents involving pollution in ports and maritime navigation offences are subject to the jurisdiction of a special commission and the Seaports and Lighthouse Law.

4. Industry Standard Contracts, Knock for Knock, and Freedom for Parties to Contractually Limit Liability

   a. Do the courts uphold industry standard contracts such as SUPPLYTIME, TOWCON, TOWHIRE, WRECKHIRE, WRECKSTAGE and WRECKFIXED, HEAVYCON and UKSTC?
      No.

   b. Do the courts recognise the knock for knock regimes?
      No.

   c. Do the courts uphold clauses by which parties agree that one or both may limit their liability?
      No, although arbitrators might uphold contractual limitation clauses which they find to be "reasonable".

   d. Would the courts uphold a contractual provision limiting liability even if it over-rode an applicable Convention or Statute?
      No.

   e. Is there any concept of gross negligence or wilful misconduct?
      No.

5. State (or Quasi State) Oil Company

   Saudi Aramco usually prefer to settle claims rather than litigate.

6. Consequential Losses, Business Interruption & Remoteness

   a. Are these recoverable?
      Lost profits are not recoverable. Consequential losses are not recoverable unless the parties have an express written agreement to this effect which also sets out how such damages will be calculated.
7. **Fines**

What covered fines might be applicable and what is the maximum for:

a. **Short or over delivery of cargo**
   Maximum fine of SR 50,000.

b. **Breach of immigration law**
   Unknown.

c. **Accidental escape or discharge of oil**
   Maximum fine of SR 50,000.

d. **Smuggling or infringement of customs law except for in relation to carried cargo**
   Unknown.

8. **Time bars**

Sharia law does not recognise time bars so a claimant may bring a claim at any time.

9. **Interaction between claims in Contract and Tort**

a. If a party has committed an act which is both a breach of contract and causes tortious damage, can the claimant bring their claim in tort as well as or instead of contract?
   The Claimant can bring their claim in tort or contract or both.

b. If so, can the Claimant avoid any contractual defences by bringing the claim in tort?
   No.
1. **Limitation**
   a. **The LLMC 1996 Protocol is in force**
      Singapore now applies the 2012 increased limits, taking effect from 29 December 2019 pursuant to the Minister of Transport’s Order made on 2 December 2019.
   
   b. **Are there examples of a limitation fund having been established?**
      Yes.
   
   c. **Can a limitation fund be established with a Club LOU?**
      Yes.
   
   d. **Is it possible to limit for wreck removal?**
      Yes. Singapore has exercised its reservation for wreck removal under the LLMC 1976, but national legislation provides that liability can be limited under the Nairobi Convention in accordance with the LLMC 1976 limits.

2. **Other International Conventions**
   a. **Nairobi Wreck Removal 2007**
      In force.
   
   b. **Any of the Dumping Conventions**
      The following Conventions are in force:
      The Prevention of Pollution of the Sea Act (Cap 243) in Singapore gives effect to the International Convention for the Prevention of Pollution from Ships 1973 as modified and added to by the Protocol of 1978. The Act specifically prohibits the discharge of oil and oily mixtures from ships, except in certain scenarios for instance where such discharge is necessary for the ship’s safety or saving life at sea.
c. The Arrest Convention
   i. 1952
   ii. 1999
   Neither of these arrest conventions are in force in Singapore. The High Court (Admiralty Jurisdiction) Act (Cap 123) governs the arrest of vessels in Singapore. Articles 1 and 3 of the 1952 Arrest Convention is substantially adopted by the said Act.

d. Civil Liability for Oil Pollution Damage 1969
   The 1992 Protocol is in force.

e. The International Oil Pollution Fund 1971
   The 1992 Protocol is in force.

f. Civil Liability for Bunker Oil Pollution Damage 2001
   In force.

3. Legal Framework and Court System

   Singapore’s legal system follows a common law system, where legislation is enacted by the Legislature which is then applied and/or interpreted by the Judiciary, consisting of the Supreme Court and the State Courts. Decisions of the Supreme Court are binding on the State Courts. Interpretation of legislation do rely on precedents.

   There is no specialist maritime court in Singapore and the High Court (Admiralty Jurisdiction) Act (Cap 123) confers admiralty jurisdiction only on the High Court. In rem jurisdiction can only be invoked in the High Court. There are some judges who are designated to hear maritime disputes.

   Actions commenced in the High Court generally take between 6 to 12 months to reach a trial hearing.

   Actions commenced in the State Courts generally take between 3 to 6 months to reach a trial hearing.

4. Industry Standard Contracts, Knock for Knock, and Freedom for Parties to Contractually Limit Liability

   a. Do the courts uphold industry standard contracts such as SUPPLYTIME, TOWCON, TOWHIRE, WRECKHIRE, WRECKSTAGE and WRECKFIXED, HEAVYCON and UKSTC?
      Yes.

   b. Do the courts recognise the knock for knock regimes?
      Yes unless the tugowner deliberately decides not to perform the contract or one of the parties is a “consumer”.

   c. Do the courts uphold clauses by which parties agree that one or both may limit their liability?
      Yes in commercial contracts but there is an exception for consumers, who have the further protection of the Unfair Contract Terms Act.

   d. Would the courts uphold a contractual provision limiting liability even if it over-rode an applicable Convention or Statute?
      Yes, unless the Convention or Statute does not allow for parties to contract out the obligation or limit imposed and provided the contractual provision does not breach the Unfair Contract Terms Act.

   e. Is there any concept of gross negligence or wilful misconduct?
      The Singapore Courts have interpreted gross negligence as a matter of degree, and not as a separate and distinct concept from negligence. The standard of care is that of a reasonable person using ordinary care and skill.
Further, the Singapore Courts have determined that where there is loss or damage deliberately caused by the party, very clear words would be required for the said party to successfully limit its liability.

5. Consequential Losses, Business Interruption & Remoteness

a. Are these recoverable?
   Yes.

b. How remote does the loss have to be before it is unrecoverable?
   Losses must flow naturally from the breach or be in the reasonable contemplation of the parties at the time the contract was made.

6. Fines

What covered fines might be applicable and what is the maximum for:

a. Short or over delivery of cargo or incorrect or incomplete declaration of goods
   Fine not exceeding S$ 10,000.

b. Breach of immigration law
   Maximum fine is S$ 4,000.

c. Accidental escape or discharge of oil
   Not less than S$ 1,000 and not more than S$ 1 million.

d. Smuggling or infringement of customs law except for in relation to carried cargo
   Fine ranging between 10 to 20 times the amount of the customs duty, excise duty or tax which would have been evaded by the commission of the offence.

7. Time bars

<table>
<thead>
<tr>
<th>Claim</th>
<th>Time bar</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tort</td>
<td>6 years from the date on which the cause of action accrued</td>
</tr>
<tr>
<td>Contract</td>
<td>1 year for cargo claims. Otherwise 6 years from the date on which the cause of action accrued</td>
</tr>
<tr>
<td>Other</td>
<td>2 years for collision and salvage claims.</td>
</tr>
<tr>
<td></td>
<td>3 years after the claim arose or 6 years after the occurrence causing the discharge for oil pollution claims.</td>
</tr>
</tbody>
</table>

8. Interaction between claims in Contract and Tort

a. If a party has committed an act which is both a breach of contract and causes tortious damage, can the claimant bring their claim in tort as well as or instead of contract?
   The Claimant can bring their claim in tort or in contract or both.

b. If so, can the Claimant avoid any contractual defences by bringing the claim in tort?
   No, if the contractual defences cover the tort.

CONTACT

Ang & Partners
Singapore
www.angpartners.com
Loo Dip Seng
dsloo@angpartners.com
1. Limitation
   a. The Limitation Convention has been ratified and signed by Sri Lanka, but the Convention is awaiting national legislation and is not yet in force
   b. Are there examples of a limitation fund having been established?
      No.
   c. Can a limitation fund be established with a Club LOU?
      No.
   d. Is it possible to limit for wreck removal?
      No.

2. Other International Conventions
      Not in force.
      Port Authorities may remove wrecks which obstruct or are a danger to navigation at Owners’ expense.
   b. Any of the Dumping Conventions
      Not in force.
      The Marine Pollution Prevention Act follows some of the provisions of the London Convention, as well as implementing MARPOL 73/38 (except Annex VI), the CLC 92 and the supplementary 1992 Fund.
c. **The Arrest Convention**
   i. **1952**
      In force.
   ii. **1999**
      Not in force.
      Court interpretation of the 1952 Arrest Convention can differ from the standard interpretation. For example, the Sri Lankan courts will allow the arrest of a ship which is no longer owned by the party who would be liable for the claim, even if there is no maritime lien. The Sri Lankan courts also allow associated ship arrest.

d. **Civil Liability for Oil Pollution Damage 1969**
   The 1992 Protocol is in force.

e. **The International Oil Pollution Fund**
   The 1992 Protocol is in force.

f. **Civil Liability for Bunker Oil Pollution Damage 2001**
   The Bunker convention has been ratified by Sri Lanka, but is awaiting national legislation and is not yet in force.

3. **Legal Framework and Court System**

   Sri Lanka’s legal system is similar to the legal system of South Africa. It combines elements of Dutch law (being a civil system) and the English common law system. The laws of contract and tort are heavily influenced by the Dutch system.

   The courts interpret legislation in accordance with the Interpretation Ordinance or, if that does not apply, by precedent.

   Maritime cases are dealt with by the Commercial High Court in Colombo.

A maritime case may take 3-4 years to arrive at a court decision. The appeal process may take another 4-5 years.

4. **Industry Standard Contracts, Knock for Knock, and Freedom for Parties to Contractually Limit Liability**

   a. Do the courts uphold industry standard contracts such as SUPPLYTIME, TOWCON, TOWHIRE, WRECKHIRE, WRECKSTAGE and WRECKFIXED, HEAVYCON and UKSTC?
      Yes.

   b. Do the courts recognise the knock for knock regimes?
      Yes.

   c. Do the courts uphold clauses by which parties agree that one or both may limit their liability?
      Yes.

   d. Would the courts uphold a contractual provision limiting liability even if it over-rode an applicable Convention or Statute?
      No.

   e. Is there any concept of gross negligence or wilful misconduct?
      Yes. These are based on the English law concepts.

5. **State (or Quasi State) Oil Company**

   The state oil company is the Ceylon Petroleum Corporation.

   It is often difficult or organise surveys because of a lack of technical know-how.
6. **Consequential Losses, Business Interruption & Remoteness**

a. Are these recoverable?
   Yes provided these can be quantified with reasonable certainty.

b. How remote does the loss have to be before it is unrecoverable?
   In theory, the Hadley v Baxendale test applies, but the courts are concerned about opening any “flood gates” to remote claims.

7. **Fines**

What covered fines might be applicable and what is the maximum for:

a. Short or over delivery of cargo or failure to comply with regulations for declaration of goods or documentation of cargo
   LKR 100,000.

b. Breach of immigration law
   LKR 50,000 – 200,000 plus the costs of deportation.

c. Accidental escape or discharge of oil
   Unknown.

d. Smuggling or infringement of customs law except for in relation to carried cargo
   Three times the value of the goods or LKR 100,000.

8. **Time bars**

<table>
<thead>
<tr>
<th>Claim</th>
<th>Time bar</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tort</td>
<td>2 years</td>
</tr>
<tr>
<td>Contract</td>
<td>1 year for cargo claims but the court has discretion and has allowed claims brought after 2 years. Otherwise, 3 or 6 years depending on the type of contract.</td>
</tr>
</tbody>
</table>

9. **Interaction between claims in Contract and Tort**

a. If a party has committed an act which is both a breach of contract and causes tortious damage, can the claimant bring their claim in tort as well as or instead of contract?
   The Claimant can bring their claim in tort or in contract or both.

b. If so, can the Claimant avoid any contractual defences by bringing the claim in tort?
   This has not yet been considered by the Sri Lankan courts. Possibly.

**CONTACT**

Ceylon Shipping Corporation
Sri Lanka
www.cscl.lk
Dr Dan Malika Gunasekera
gmdmsg@live.com
1. **Limitation**
   
a. **The Limitation Convention is not in force**
   There is draft legislation to incorporate the LLCM in the future.

b. **Are there examples of a limitation fund having been established?**
   No.

c. **Can a limitation fund be established with a Club LOU?**
   No.

d. **Is it possible to limit for wreck removal?**
   No.

2. **Other International Conventions**
   
a. **Nairobi Wreck Removal 2007**
   Not in force.
   The Marine Department can remove wrecks at Owners’ expense.

b. **Any of the Dumping Conventions**
   Not in force.
   There are various fines for oil pollution in Thai waters and Owners’ are liable for damage to third parties. The Marine Department can require Owners to cover the cost of clean-up and provide security. A Club LOU is acceptable.

c. **The Arrest Convention**
   i. **1952**
   ii. **1999**
   Neither of the Arrest Conventions are in force.
   The Thai Arrest of Ships Act follows the 1952 Arrest Convention, but the arresting party must be domiciled in Thailand.
d. Civil Liability for Oil Pollution Damage 1969
Neither the Convention nor the 1992 Protocol is in force.
There is draft legislation to incorporate the 1992 Protocol in the future.

e. The International Oil Pollution Fund 1971
Not in force.
There is draft legislation to incorporate the 1992 Protocol in the future.

f. Civil Liability for Bunker Oil Pollution Damage 2001
Not in force.

3. Legal Framework and Court System
Thailand is a civil law country. There is a limited system of precedent.

Most maritime disputes fall under the jurisdiction of the Central Intellectual Property and International Trade Court. Proceedings usually take 1-2 years to reach judgment. There is a right to appeal the Supreme Court, and appeal proceedings usually take 2-3 years.

4. Industry Standard Contracts, Knock for Knock, and Freedom for parties to Contractually Limit Liability

a. Do the courts uphold industry standard contracts such as SUPPLYTIME, TOWCON, TOWHIRE, WRECKHIRE, WRECKSTAGE and WRECKFIXED, HEAVYCON and UKSTC?
Yes.

b. Do the courts recognise the knock for knock regimes?
This has never been considered but, in principle, yes.

c. Do the courts uphold clauses by which parties agree that one or both may limit their liability?
Yes provided that the limit is not lower than the statutory limits available. It is not possible to limit liability arising from fraud or gross negligence.

d. Would the courts uphold a contractual provision limiting liability even if it over-rove an applicable Convention or Statute?
No.

e. Is there any concept of gross negligence or wilful misconduct?
Yes.

5. State (or Quasi State) Oil Company
The state oil company is PTT. Settlement by negotiation is preferred.
Surveys are subject to prior approval by PTT.

6. Consequential Losses, Business Interruption & Remoteness

a. Are these recoverable?
Yes, in principle.

b. How remote does the loss have to be before it is unrecoverable?
Recoverable losses are limited to the direct results of the incident.
7. Fines

What covered fines might be applicable and what is the maximum for:

a. Short or over delivery of cargo failure to comply with regulations for declaration of goods or documentation of cargo
   THB 500,000.

b. Breach of immigration law
   THB 1,000 – THB 100,000 depending on the offence.

c. Accidental escape or discharge of oil
   THB 60,000 with THB 100,000 for incidents under the Fisheries Act.

d. Smuggling or infringement of customs law except for in relation to carried cargo
   Four times the duty paid value of the goods or THB 500,000.

8. Time bars

<table>
<thead>
<tr>
<th>Claim</th>
<th>Time bar</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tort</td>
<td>1 year for death or personal injury claims running from the date on which the damage is discovered, and 10 years from the date of the wrongful act in any event</td>
</tr>
<tr>
<td>Contract</td>
<td>1 year for cargo claims under bills of lading. 9 months for claims under combined transport or multimodal bills</td>
</tr>
<tr>
<td>Other</td>
<td>2 years for collision and salvage claims</td>
</tr>
</tbody>
</table>

9. Interaction between claims in Contract and Tort

a. If a party has committed an act which is both a breach of contract and causes tortious damage, can the claimant bring their claim in tort as well as or instead of contract?
   The Claimant can bring their claim in tort or in contract or both.

b. If so, can the Claimant avoid any contractual defences by bringing the claim in tort?
   No.
N.B. A New Maritime law is expected for 2020. The draft bill is currently under review by the Federal Transport Authority.

1. Limitation
   a. The Limitation Convention 1976 is in force
      The UAE Courts regard the LLMC as discretionary rather than mandatory unless it is expressly incorporated into the contract of carriage or towage.

      The courts are reluctant to allow shipowners to limit liability. For example, if the limit under the Convention is less than the sharia law compensation for death/personal injury (“diya”) the court will award the full diya compensation.

   b. Are there examples of a limitation fund having been established?  
      No.

   c. Can a limitation fund be established with a Club LOU?  
      No.

   d. Is it possible to limit for wreck removal?  
      In principle but see above regarding the court’s reluctance to allow owners to limit.

2. Other International Conventions
      Not in force.

   b. Any of the Dumping Conventions  
      The 1996 London Protocol is in force.
c. The Arrest Convention
   i. 1952
   ii. 1999
   Neither of the Arrest Conventions are in force. However, the Commercial Maritime Code allows ship arrest and follows the 1952 Convention grounds.

d. Civil Liability for Oil Pollution Damage
   The 1992 Protocol is in force. However, the right to limit is at the court's discretion rather than mandatory.

e. The International Oil Pollution Fund
   The 1992 Protocol is in force.

f. Civil Liability for Bunker Oil Pollution Damage 2001
   Not in force.

3. Legal Framework and Court System

The UAE is a civil law jurisdiction. There are several statutory codes governing civil and commercial relationships. The codes are supplemented by Sharia law. There is no system of precedent, but in practice lower courts will often follow the decisions of higher courts. There are no oral submissions, only written submissions. The system can be difficult to navigate for those who are not familiar with it.

There is no specialist maritime court. Pleadings and documents are served over several brief hearings until the judge considers that both sides have fully pleaded their case. Cases can take between 2 months and 5 years depending on their complexity.

4. Industry Standard Contracts, Knock for Knock, and Freedom for Parties to Contractually Limit Liability

a. Do the courts uphold industry standard contracts such as SUPPLYTIME, TOWCON, TOWHIRE, WRECKHIRE, WRECKSTAGE and WRECKFIXED, HEAVYCON and UKSTC?
   Yes.

b. Do the courts recognise the knock for knock regimes?
   Yes.

c. Do the courts uphold clauses by which parties agree that one or both may limit their liability?
   Yes unless the party seeking to limit has committed a fraud or “gross error”.

d. Would the courts uphold a contractual provision limiting liability even if it over-rode an applicable Convention or Statute?
   Yes unless the party seeking to limit has committed a fraud or “gross error”.

e. Is there any concept of gross negligence or wilful misconduct?
   Yes. Liability for wilful misconduct, gross negligence, recklessness or fraud cannot be limited.

5. State (or Quasi State) Oil Company

The state oil company is the Abu Dhabi National Oil Company (ADNOC). Claims against ADNOC must first be approved by the Ruler's Court in Dubai (or equivalent in other emirates).

ADNOC will seek commercial settlement first but might commence proceedings if no settlement is reached within about 3 months.

The ease of organising surveys varies.
6. Consequential Losses, Business Interruption & Remoteness

a. Are these recoverable?
Yes in theory but such claims often fail in practice.

b. How remote does the loss have to be before it is unrecoverable?
Losses must flow from the breach without any break in the chain of causation.

7. Fines
What covered fines might be applicable and what is the maximum for:

a. Breach of immigration law
   AED 10,000 – 5 million.

b. Accidental escape or discharge of oil
   AED 1,000 – 10 million.

c. Smuggling or infringement of customs law except for in relation to carried cargo
   AED 50,000 – 500,000.

8. Time bars

<table>
<thead>
<tr>
<th>Claim</th>
<th>Time bar</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tort</td>
<td>2 years for death or personal injury from the date on which the passenger left or would have left the vessel</td>
</tr>
<tr>
<td>Contract</td>
<td>1 year from delivery or the date when delivery should have taken place for cargo claims.</td>
</tr>
<tr>
<td></td>
<td>1 year from the discovery of the defect for claims against shipbuilders and repairers for hidden defects.</td>
</tr>
<tr>
<td></td>
<td>6 months for claims for provision of necessaries (including bunkers).</td>
</tr>
<tr>
<td></td>
<td>90 days after payment for charterparty indemnity claims</td>
</tr>
<tr>
<td>Other</td>
<td>2 years for collision claims (1 year for claims for death arising out of a collision).</td>
</tr>
</tbody>
</table>

9. Interaction between claims in Contract and Tort

a. If a party has committed an act which is both a breach of contract and causes tortious damage, can the claimant bring their claim in tort as well as or instead of contract?
No, unless the case involves fraud or gross negligence.

b. If so, can the Claimant avoid any contractual defences by bringing the claim in tort?
Contractual defences probably do not apply in case involving crime, fraud or gross negligence.

CONTACT
Fichte & Co
Dubai, United Arab Emirates
www.fichtelegal.com
Ravi Jawani Ravi
ravi.jawani@fichtelegal.com
1. Limitation
   a. The LLMC 1996 Protocol is in force
      Lower limits (1m and 500,000 SDRs) apply for personal injury/ death and “other” claims for vessels of 300GT or less.
   b. Are there examples of a limitation fund having been established?
      Yes.
   c. Can a limitation fund be established with a Club LOU?
      Yes.
   d. Is it possible to limit for wreck removal?
      No.

2. Other International Conventions
      In force.
      The UK applies this to wrecks in territorial waters as well as its continental shelf.
   b. Any of the Dumping Conventions
      The following Conventions are in force: The 1972 London Convention and the 1996 Protocol.
      The Oslo Dumping Convention.
      Basel Convention.
c. The Arrest Convention
   i. 1952
      In force.
   ii. 1999
      Not in force.

d. Civil Liability for Oil Pollution Damage 1969
   The 1992 Protocol is in force.

e. The International Oil Pollution Fund 1971
   The 1992 Protocol and 2003 Protocol (Supplementary Fund) are in force.

f. Civil Liability for Bunker Oil Pollution Damage 2001
   In force.

3. Legal Framework and Court System

Law in the UK is derived from common law, statute and (for now) EU regulations and directives. There is a binding system of precedent.

Maritime claims are heard by the Admiralty and Commercial Court in accordance with the Civil Procedure Rules and Commercial Court Guide, with appeals to the Court of Appeal and then the Supreme Court.

The length of proceedings varies with the complexity of the case, but it usually takes at least a year to arrive at a first instance judgment from the outset of the case.

4. Industry Standard Contracts, Knock for Knock, and Freedom for Parties to Contractually Limit Liability

a. Do the courts uphold industry standard contracts such as SUPPLYTIME, TOWCON, TOWHIRE, WRECKHIRE, WRECKSTAGE and WRECKFIXED, HEAVYCON and UKSTC?
   Yes.

b. Do the courts recognise the knock for knock regimes?
   Yes unless the tugowner deliberately decides not to perform the contract or one of the parties is a “consumer”.

c. Do the courts uphold clauses by which parties agree that one or both may limit their liability?
   Yes in commercial contracts but there is an exception for consumers, who have the further protection of the Unfair Contract Terms Act 1977 and the Consumer Rights Act 2015.

d. Would the courts uphold a contractual provision limiting liability even if it over-rode an applicable Convention or Statute?
   Only if English law allowed the parties to contract out, and the provision does not breach UCTA 1977 or the Consumer Rights Act 2015.

e. Is there any concept of gross negligence or wilful misconduct?
   Wilful misconduct is intentionally doing something the actor knows is wrong or a reckless act where the actor is aware that loss may result. Gross negligence is not really accepted in civil law as a concept separate from simple negligence, but the courts have construed the difference as one of degree.
5. Consequential Losses, Business Interruption & Remoteness

a. Are these recoverable?
   Yes.

b. How remote does the loss have to be before it is unrecoverable?
   Losses must flow naturally from the breach or be in the reasonable contemplation of the parties at the time the contract was made.

6. Fines

What covered fines might be applicable and what is the maximum for:

a. Breach of immigration law
   Maximum fine is £20,000 for employing illegal workers.

b. Accidental escape or discharge of oil
   £250,000 for oil pollution from a ship.
   £50,000 for making an unlicensed deposit on the seabed.
   Unlimited fines for criminal convictions for failure to comply with notices to clean up or causing or knowingly permitting a water discharge activity in controlled waters.

c. Smuggling or infringement of customs law except for in relation to carried cargo
   Unlimited fine.

7. Time bars

<table>
<thead>
<tr>
<th>Claim</th>
<th>Time bar</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tort</td>
<td>3 years for personal injury/death and Fatal Accident Act claims. Otherwise 6 years.</td>
</tr>
<tr>
<td>Contract</td>
<td>1 year for cargo claims. 2 years for NYPE Inter-Club Agreement indemnity claims. Otherwise 6 years.</td>
</tr>
<tr>
<td>Other</td>
<td>2 years for collision and salvage claims. 3 years after the claim arose or 6 years after the occurrence causing the discharge for oil pollution claims. 2 years for contribution claims from when the right to contribution arose. 6 years for enforcement of judgments or awards. In cases involving fraud, concealment or mistake, time only runs from the discovery of the fraud, concealment or mistake.</td>
</tr>
</tbody>
</table>

8. Interaction between claims in Contract and Tort

a. If a party has committed an act which is both a breach of contract and causes tortious damage, can the claimant bring their claim in tort as well as or instead of contract?
   The Claimant can bring their claim in tort or in contract or both.

a. If so, can the Claimant avoid any contractual defences by bringing the claim in tort?
   No.
1. Limitation

a. The LLMC 1976 is not in force

The United States is not a signatory to the Convention on Limitation of Liability for Maritime Claims, 1976 (LLMC 1976). Instead, the United States has enacted the Limitation of Shipowners’ Liability Act, 1851 (the “Limitation Act”). Contrary to the LLMC 1976, which provides that the value of the fund be based on the vessel’s tonnage, the Limitation Act has established a procedure whereby, when certain conditions are met, the vessel owner’s liability may be limited to the post-casualty value of the vessel plus “pending freight,” i.e. freight earned by the vessel owner during the voyage, plus a fund payable only for claims for personal injury or death.

b. Are there examples of a limitation fund having been established?

Yes.

c. Can a limitation fund be established with a Club LOU?

Generally, a shipowner is not entitled under U.S. law to establish a limitation fund by way of a P&I Club Letter of Undertaking (“LOU”). Under the Limitation Act and Rule F of the Supplemental Rules for Admiralty or Maritime Claims and Asset Forfeiture Actions, which govern the procedural issues of a limitation action, a vessel owner seeking to limit its liability has the option to either: (1) deposit with the court “an amount equal to the value of the owner's interest in the vessel and pending freight, or approved security; and... an amount, or approved security, that the court may fix from time to time as necessary”; or (2) transfer to a court-appointed trustee “the owner's interest in the vessel and pending freight; and... an amount, or approved security, that the court may fix from time to time as necessary...” The posting of security must also include six (6) percent yearly interest. In practice, the accepted form of security is either a surety bond or a cash deposit into the court registry. However, courts routinely exercise their discretion to accept a LOU instead of a surety bond, especially when the claimant does not object.
d. **Is it possible to limit for wreck removal?**

No. In the United States, wreck removal is governed by The Wreck Removal Act (the “Wreck Act”), which is part of the Rivers and Harbors Act of 1899. The Wreck Act prohibits the obstruction of navigable waters by a wreck and mandates the removal of sunken vessels. A vessel owner is obligated to put forth diligent efforts to locate the wreck, and to mark it as soon as possible, placing upon it day and nighttime warnings. The Wreck Act further obligates the vessel owner to “commence the immediate removal” of the wreck, if it is a hazard to navigation. A violation of this obligation may result in the imposition of civil penalties and criminal fines. If the wreck is not removed, the vessel owner will be personally liable to the federal government of the United States for the costs of removal. Moreover, the owner of a wrecked vessel who fails to mark or remove the wreck is also liable for damages caused if another vessel collides with the wreck. Finally, a claim for wreck removal expenses is not subject to limitation of liability under the Limitation Act.

2. **Other International Conventions**

a. **Nairobi Wreck Removal 2007**

No. The Wreck Removal Act applies. See above.

b. **Any of the Dumping Conventions**


c. **The Arrest Convention**

i. **1952**

Not in force.

ii. **1999**

Not in force.

d. **Civil Liability for Oil Pollution Damage 1969, The International Oil Pollution Fund 1971, and Civil Liability for Bunker Oil Pollution Damage 2001**

These are not in force. Annexes I, II, V and VI have been incorporated into U.S. law by the Act to Prevent Pollution from Ships (“APPS”). Moreover, the United States incorporates Annex III by the Hazardous Materials Transportation Act (“HMTA”). The Oil Pollution Act of 1990 sets forth a comprehensive approach to prevention, clean-up, and liability for oil spills within the United States’ navigable waters and Exclusive Economic Zone.

3. **Legal Framework and Court System**

The United States court system includes both federal and state courts. Federal courts have jurisdiction over all maritime matters, and have exclusive jurisdiction over certain types of maritime disputes, including limitation of liability cases and vessel arrests. However, in other types of maritime cases, state courts have concurrent jurisdiction.

There are no separate or specialist maritime courts and all judges in both federal and state courts may hear maritime cases that are properly filed in those courts. However, federal judges in certain geographic areas with a great deal of maritime activity, such as Louisiana and Texas, will by necessity gain some expertise in handling maritime cases.

The length or duration of a case is very difficult to predict. On average, most cases will go to trial in about 18 months to two years, although some cases have been known to take many years to resolve.

Very few cases actually go to trial in the United States. Many if not most judges require the parties to go to mediation before the case proceeds to trial, and the vast majority of cases settle before trial.
4. Industry Standard Contracts, Knock for Knock, and Freedom for Parties to Contractually Limit Liability

a. Do the courts uphold industry standard contracts such as SUPPLYTIME, TOWCON, TOWHIRE, WRECKHIRE, WRECKSTAGE and WRECKFIXED, HEAVYCON and UKSTC?
Yes.

b. Do the courts recognise the knock for knock regimes?
Generally yes. The United States Supreme Court has held that contracts releasing towing vessels from all liability for their negligence are invalid, but one federal court has found that this does not apply to the Towcon contract.

c. Do the courts uphold clauses by which parties agree that one or both may limit their liability?
Generally, yes. However, there is United States jurisprudence that prevents a party from exculpating or shielding itself contractually from liability for its own gross negligence or wilful misconduct.

d. Would the courts uphold a contractual provision limiting liability even if it over-rode an applicable Convention or Statute?
Potentially. However, this is highly contingent on the nature of the contractual provision and whether the applicable statute or convention explicitly prohibits such a provision. Moreover, the Carriage of Goods by Sea Act invalidates any provision that lessens the carrier’s liability from what it would be under that statute.

e. Is there any concept of gross negligence or wilful misconduct?
Yes.

5. Consequential Losses, Business Interruption & Remoteness

a. Are these recoverable?
Yes in principle.

b. How remote does the loss have to be before it is unrecoverable?
Damages are recoverable if they are a reasonably foreseeable result of negligence or are foreseeable at the time of contracting. Foreseeability provides a mechanism for limiting claims to those proximately related to an accident or event. However, in specific instances special damages may be awarded – these damages may not be reasonably foreseeable. Damages may be too remote if they are not a direct or proximate result of the negligence.

6. Fines

What covered fines might be applicable and what is the maximum for:

a. Breach of immigration law
There are a wide range of offences and fines.

b. Accidental escape or discharge of oil
The US Environmental Protection Agency (EPA) will institute fines per day and per violation up to US$ 47,357 per day, per violation.

c. Smuggling or infringement of customs law except for in relation to carried cargo
There are a wide range of offences and fines.
7. **Time bars**

By statute, a party must bring an action to recover damages for personal injury or death within three years.

Pursuant to the Carriage of Goods by Sea Act ("COGSA"), a party must bring a suit for cargo damage within twelve (12) months of the date of delivery of the goods. COGSA does not define the date of delivery and specific factors may influence this date.

Under the Limitation of Vessel Owner’s Liability Act of 1851, a party must institute an action for limitation of liability within six months of the first claim.

The doctrine of laches applies to all other maritime claims and there is no per se statute of limitations. A party must plead the doctrine of laches as an affirmative defense. The doctrine of laches bars claims where the party brings a claim after an unreasonable delay or where the party fails to act with reasonable diligence in asserting a claim. However, a court will only apply the doctrine of laches where the delay prejudices the defendant in some way. In evaluating the delay, courts may look to comparable statute of limitation periods, the plaintiff’s ability to sue, the reason for delay, the degree of prejudice, and industry practice/custom. The court will seek to balance equities between the parties and will evaluate each application on a case-by-case basis.

Each state has various rules regarding time bars and statute of limitation periods.

8. **Interaction between claims in Contract and Tort**

a. If a party has committed an act which is both a breach of contract and causes tortious damage, can the claimant bring their claim in tort as well as or instead of contract?
   The Claimant can bring their claim in tort or in contract or both.

b. If so, can the Claimant avoid any contractual defences by bringing the claim in tort?
   No.
1. Limitation
   a. The Limitation Convention 1976 is in force
      Venezuela is not a signatory to LLMC but has incorporated the LLMC 76 provisions through legislation. Generally the courts follow the standard interpretation of the convention.
   b. Are there examples of a limitation fund having been established?
      Yes.
   c. Can a limitation fund be established with a Club LOU?
      There are no reported case on this. It is unlikely.
   d. Is it possible to limit for wreck removal?
      Yes.

2. Other International Conventions
      Not in force.
   b. Any of the Dumping Conventions
      Not in force.
   c. The Arrest Convention
      The 1999 Arrest Convention is in force.
   d. Civil Liability for Oil Pollution Damage 1969
      The 1992 Protocol is in force.
      The courts have not allowed owners to limit liability in same cases e.g. the “Maersk Holyhead” which involved a spill from of fuel oil from an LPG vessel, on the grounds that the oil was not carried as cargo.
e. The International Oil Pollution Fund 1971
   The 1992 Protocol is in force.

f. Civil Liability for Bunker Oil Pollution Damage 2001
   Not in force.

3. Legal Framework and Court System
Venezuela has a codified legal system with no system of binding precedent. The Courts must consider the intention of the legislator when interpreting legislation.

Maritime cases are heard by the First Instance and the Superior maritime courts. Proceedings before the First Instance court take on average one year to complete. Proceedings before the Superior court usually take longer.

4. Industry Standard Contracts, Knock for Knock, and Freedom for Parties to Contractually Limit Liability
   a. Do the courts uphold industry standard contracts such as SUPPLYTIME, TOWCON, TOWHIRE, WRECKHIRE, WRECKSTAGE and WRECKFIXED, HEAVYCON and UKSTC?
      Yes.

   b. Do the courts recognise the knock for knock regimes?
      Yes in principle, although there is no case law on this.

   c. Do the courts uphold clauses by which parties agree that one or both may limit their liability?
      Yes.

   d. Would the courts uphold a contractual provision limiting liability even if it over-ride an applicable Convention or Statute?
      Yes unless it over-ride a mandatory provision of law or the damage arose from failure to take precautions to guarantee safety.

   e. Is there any concept of gross negligence or wilful misconduct?
      Yes. A party seeking to limit loses that right if the breach is committed with the intent to cause loss or is committed recklessly and with knowledge that loss would probably result.

5. State (or Quasi State) Oil Company
The state oil company is PDVSA.
Organising surveys is not always easy.

6. Consequential Losses, Business Interruption & Remoteness
   a. Are these recoverable?
      Yes in theory.

   b. How remote does the loss have to be before it is unrecoverable?
      Recoverable damages are limited to the immediate and direct consequences of the breach.

7. Fines
What covered fines might be applicable and what is the maximum for:
a. **Short or over delivery of cargo**
   Over-delivery - 5 Tributary Units ("TU"s currently equivalent to about Bs 150) per kilo of gross weight.
   Short delivery – 2 TU’s per kilo gross weight.

b. **Breach of immigration law**
   151 – 500 TU’s.

c. **Accidental escape or discharge of oil**
   151 – 500 TU’s rising to 500 – 10,000 TU’s if the discharge is wilful or negligent. 1,000 – 3,000 TU’s for damage to health, marine life or development of coastal tourism.

d. **Smuggling or infringement of customs law except for in relation to carried cargo**
   Unlimited.

8. **Time bars**

<table>
<thead>
<tr>
<th>Claim</th>
<th>Time bar</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tort</td>
<td>2 years for passenger claims including death, personal injury, and loss and damage to luggage.</td>
</tr>
<tr>
<td>Contract</td>
<td>1 year for charterparty claims from the end of the charter, the termination of the voyage or interruption in the execution of the contract, whichever occurs first. 1 year for cargo claims. 1 year for towage claims.</td>
</tr>
<tr>
<td>Other</td>
<td>2 years for collision and salvage claims. 1 year for claims for GA contributions. 1 year for claims against Port authorities. The Civil Code also contains a 10 year time bar for all other non-contractual claims.</td>
</tr>
</tbody>
</table>

9. **Interaction between claims in Contract and Tort**

a. If a party has committed an act which is both a breach of contract and causes tortious damage, can the claimant bring their claim in tort as well as or instead of contract?
   The Claimant can bring their claim in tort or in contract or both.

b. If so, can the Claimant avoid any contractual defences by bringing the claim in tort?
   No.

CONTACT

Globalpandi SA
Venezuela
www.globalpandi.com
Jose Sabatino
jose.sabatino@sabatinop.com
1. **Limitation**

   a. **The Limitation Convention 1976 is in force**
      
      The test for breaking limits under Yemeni Domestic Law is easier than under the Limitation Convention. The Claimant only has to show carelessness with knowledge that damage could possibly occur, rather than recklessness with knowledge that damage would probably result.

   b. **Are there examples of a limitation fund having been established?**
      
      No. Yemeni law makes no provision for the establishment of a limitation fund.

   c. **Can a limitation fund be established with a Club LOU?**
      
      No.

   d. **Is it possible to limit for wreck removal?**
      
      Yes.

2. **Other International Conventions**

   a. **Nairobi Wreck Removal 2007**
      
      Not in force.

   b. **Any of the Dumping Conventions**
      
      Not in force.

   c. **The Arrest Convention**
      
      i. **1952**
      
      ii. **1999**
      
      Neither of the Arrest Conventions is in force.
d. Civil Liability for Oil Pollution Damage 1969
   The 1992 Protocol is in force.

e. The International Oil Pollution Fund
   a. 1971
   b. 1992
   c. 2003 Protocol (Supplementary Fund)
      Not in force.

f. Civil Liability for Bunker Oil Pollution Damage 2001
   Not in force.
   The Yemeni courts have power to award punitive damages in cases of
   recklessness or gross negligence.

3. Legal Framework and Court System
   Yemen is a civil system with no system of precedent. Judges can have regard
   to the judgments of foreign courts.

   Maritime claims are dealt with by the maritime court or one of the 4 commercial
courts in Sanaa, Aden, Taiz and Mukalla. Outcomes can be difficult to predict.

4. Industry Standard Contracts, Knock for Knock, and
   Freedom for Parties to Contractually Limit Liability
   a. Do the courts uphold industry standard contracts such as SUPPLYTIME,
      TOWCON, TOWHIRE, WRECKHIRE, WRECKSTAGE and WRECKFIXED,
      HEAVYCON and UKSTC?
      No.
   b. Do the courts recognise the knock for knock regimes?
      No.
   c. Do the courts uphold clauses by which parties agree that one or both may
      limit their liability?
      There is no case law on this, but it is unlikely.
   d. Would the courts uphold a contractual provision limiting liability even if it
      over-rode an applicable Convention or Statute?
      No.
   e. Is there any concept of gross negligence or wilful misconduct?
      No.

5. State (or Quasi State) Oil Company
   The state oil company is the Yemen Oil and Gas Corporation (“YOGC”).

   It is not easy to organise surveys.

6. Consequential Losses, Business Interruption &
   Remoteness
   a. Are these recoverable?
      Yes in theory.
   b. How remote does the loss have to be before it is unrecoverable?
      Unknown.
7. Fines
What covered fines might be applicable and what is the maximum for:

a. Breach of immigration law
   US$ 25 per day.

b. Accidental escape or discharge of oil
   No fines, but compensation is payable.

8. Time bars
All “shipping matters” are subject to a one year time bar.

9. Interaction between claims in Contract and Tort
a. If a party has committed an act which is both a breach of contract and causes tortious damage, can the claimant bring their claim in tort as well as or instead of contract?
   The Claimant can bring their claim in tort or in contract or both.

b. If so, can the Claimant avoid any contractual defences by bringing the claim in tort?
   No.

CONTACT
Sheikh Mohammed Abdullah & Sons of Sana’a
Yemen
www.smasons.com
Khalid T. Abdullah
kta@SMAsons.com
## CONTACT DETAILS

### London

<table>
<thead>
<tr>
<th>Name</th>
<th>Title/Role</th>
<th>Contact Information</th>
</tr>
</thead>
</table>
| Rob Cook           | Underwriting Syndicate Manager Offshore - Worldwide | D: +44 207 423 7126  
E: rob.cook@shipownersclub.com  
M: +44 7725 731804 |
| Paul Grehan        | Underwriting Syndicate Manager Offshore - Middle East & India | D: +44 207 423 7178  
E: paul.grehan@shipownersclub.com  
M: +44 7788 318351 |
| Alex McCooke       | Claims Syndicate Manager - Offshore             | D: +44 207 423 7117  
E: alex.mccooke@shipownersclub.com  
M: +44 7798 747876 |

**White Chapel Building, 2nd Floor**  
10 Whitechapel High Street  
London E1 8QS

| Jeremy Slater      | Head of Underwriting                           | D: +65 6593 0428  
E: jeremy.slater@shipownersclub.com  
M: +65 8366 0768 |
| Paul Smit          | Head of Claims                                 | D: +65 6593 0440  
E: paul.smit@shipownersclub.com  
M: +65 8500 9532 |

**9 Temasek Boulevard**  
Suntec Tower Two #22-02  
Singapore 038989

| Helen McCormick    | Associate Director, CTRL                       | D: +44 207 423 3424  
E: helen.mccormick@ctrlmarinesolutions.com  
M: +44 7469 856990 |

**CTRL Marine Solutions Ltd**  
White Chapel Building, 2nd Floor  
10 Whitechapel High Street  
London E1 8QS

### Singapore

| Paul Smit          | Head of Claims                                 | D: +65 6593 0440  
E: paul.smit@shipownersclub.com  
M: +65 8500 9532 |

**9 Temasek Boulevard**  
Suntec Tower Two #22-02  
Singapore 038989

| Jeremy Slater      | Head of Underwriting                           | D: +65 6593 0428  
E: jeremy.slater@shipownersclub.com  
M: +65 8366 0768 |

**CTRL Marine Solutions Ltd**  
White Chapel Building, 2nd Floor  
10 Whitechapel High Street  
London E1 8QS

| Helen McCormick    | Associate Director, CTRL                       | D: +44 207 423 3424  
E: helen.mccormick@ctrlmarinesolutions.com  
M: +44 7469 856990 |

**CTRL Marine Solutions Ltd**  
White Chapel Building, 2nd Floor  
10 Whitechapel High Street  
London E1 8QS

CTRL Marine Solutions Limited | Registered in England No 9262604 | A wholly owned subsidiary of The Shipowners’ Mutual Protection and Indemnity Association (Luxembourg) Singapore Branch | Company No. T08FC7268A

The Shipowners’ Mutual Protection and Indemnity Association (Luxembourg) Singapore Branch | Company No. T08FC7268A