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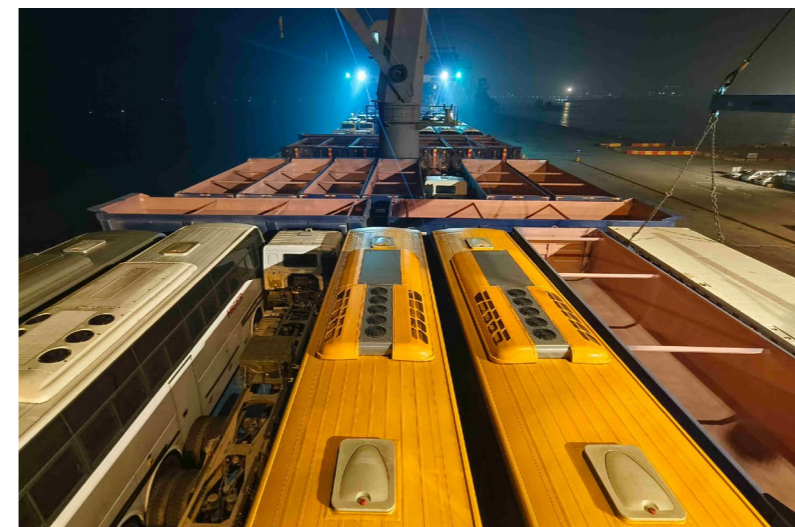
BRITANNIA P&amp;I

# DECK CARGOES

## AND THE RISK OF WATER ENTRAPMENT

DECK CARGOES PRESENT A SIGNIFICANT RISK OF WATER ENTRAPMENT, HIGHLIGHTING THE COMPLEXITIES OF MARITIME LOGISTICS. ENSURING PROPER HANDLING AND STOWAGE OF DECK CARGO IS PARAMOUNT TO MITIGATE POTENTIAL HAZARDS. FROM COMPLIANCE WITH CONTRACTUAL CLAUSES, TO ASSESSING CARGO SUITABILITY FOR DECK CARRIAGE, THERE ARE MULTIPLE LAYERS OF RESPONSIBILITY INVOLVED AND IT IS ESSENTIAL TO ADDRESS THE ISSUE OF DECK CARGO LIABILITY.

THE CARGO IS CARRIED ON DECK UPON THE SHIPPER'S INSTRUCTIONS AND AT THE SHIPPER'S SOLE RISK.



As Members will be aware, there shall be no recovery (from the Club) where the Member has become liable in consequence of the carriage of deck cargo unless the cargo is suitable for carriage as loaded on deck and either:

1. Special cover has been agreed
2. The bill of lading is suitably claused
3. The bill of lading contains an appropriate liberty clause
4. Where the contract of carriage is compulsorily subject to the Hamburg Rules by law the Member has complied with paragraphs 1 and 2 of article 9 (of the Hamburg Rules).

Members are kindly directed to Rule 19.17.8.9 of the Clubs Rule Book for full details.

On ships that are not specifically designed to carry cargoes on deck, the bills of lading should be claused to say, "the cargo is carried on deck upon the shipper's instructions and at the shipper's sole risk. The carrier shall in no case be responsible for loss of or damage to deck cargo whatsoever and howsoever caused, even if caused by the negligence of the carrier or his servants or agents", or words to that effect.

Despite the above clause, it may be a breach of contract to stow deck cargo in an unsuitable place on deck. Similarly, even where the bill of lading is claused for deck carriage, and all parties are aware of this fact, stowing cargo that is unsuitable for deck carriage on the deck may still be considered a breach of contract. Goods may be considered unsuitable for deck carriage if exposure to sea water would cause damage to the cargo.

Additionally, the shifting of deck cargo can be a safety risk to the crew and ship. This means that the master and crew still have an interest in checking that the deck cargo is adequately stowed, even in cases where the master is not directly responsible for stowage.

### CASE STUDY

On a recent loading in China, a large number of open trailers were placed on deck on the final day of loading. This was questioned because the trailers showed the potential for accumulation of rain or sea water. Trailers typically feature small drain holes designed to handle regular rainfall. However, they would be inadequate for draining large volumes of water that could quickly accumulate in certain sea and weather conditions.

Water entrapment could quickly increase the weight or load of each trailer, having the following effects:

- a) The securing adequacy of individual trailers may no longer be sufficient, resulting in broken lashings and cargo shift
- b) The ship's stability would change due to the adding of weight with a high centre of gravity, potentially lowering the reserve stability
- c) The weight of the deck cargo may increase to a level above hatch cover limits
- d) A difficult situation could arise at the discharge port, including the need to safely remove water from the trailers and lift them under such conditions.

Fortunately, on this occasion it was possible to prop open the tailgates of the trailers and avoid substantial water accumulation. However, this meant the crew had to regularly check the trailers and confirm that the condition remained acceptable.

The risk is worth being aware of, as the facility for ensuring safe drainage capacity may not always exist. Shipowners should take note and be vigilant for early identification of any deck cargo that has the potential to accumulate water. If a cargo is being presented for deck carriage that could accumulate significant quantities of water, appropriate conversations should take place with the shipper to examine mitigating measures.