Dry Bulk Cargo Issues

Chairman: Roger Holt – Holt Maritime Ltd.

Panellists:
John Stone - C F Spencer & Co. Ltd.
Mark Williams – West of England Insurance Services
Fionna Gavin - Ince & Co.

International House, 1 St Katharine’s Way, London, E1W

Wednesday 30th March 2011
Introduction:

The nature and handling of dry bulk cargoes inevitably involve issues of compliance with regulation, MARPOL Annex V and STCW. Non-compliance may affect the seaworthiness of the ship and have serious legal repercussions upon the contractual relationships of the parties involved and their respective liabilities to each other and to third parties. This seminar will explore the practical, commercial and legal aspects of handling dry bulk cargoes aiming to raise awareness of the risks involved and how to prevent them from occurring with proper training of the crew and co-operation between the shipper/charterer and the ship-owner.

Issues:
- Issues with loading and carriage of Nickel Ore (including stability of ship, effect upon seaworthiness, and casualties) – the surveyor's role
- Loading issues of high density dry bulk cargoes - effect upon seaworthiness - speed of loading and possible structural damage
- Hold cleaning issues of previous cargo remnants (MARPOL – Annex V) - role of crew and effect of STCW
- Operating ballasting/deballasting - role of crew and training under STCW
- Moisture Levels and Transportable Moisture Levels – risk of shifting of cargo and effect upon seaworthiness
- Test Certification Issues
- Risk of casualty - Liabilities to third parties and indemnity from shipper/charterer
- Causation issues
- Assessment of damages

PART A
Dry Bulk Issues & Liabilities
Capt. John Stone

PART B
Dry Bulk Cargo Issues: Cargo Liquefaction
Mark Williams

PART C
Casualties Resulting from the Carriage of Dry Bulk Cargoes
Fionna Gavin

Curricula Vitae
PART A

Dry Bulk Issues & Liabilities

Capt. John Stone
Dry Bulk Issues & Liabilities

Capt. John Stone - C. F. Spencer & Co., Ltd

Solid dry bulk cargoes means any cargo, other than liquid or gas, consisting of a combination of particles, granules or any larger pieces of material generally uniform in composition, which is loaded directly into cargo spaces of a ship without any intermediate form of containment. Dry bulk cargoes are carried in purpose built bulk carriers designed specifically to carry dry cargo in bulk. They are not designed to carry liquid cargoes but neither are they designed to carry semi liquid cargoes.

Rules and guidelines are laid out in the International Maritime Solid Bulk Cargo (IMSBC) Code, for the loading of bulk cargoes. The 2009 Edition and supplement which includes the BLU Code, Code of Practice for the Safe Loading and Unloading of Bulk Carriers became mandatory worldwide on 1st January 2011.

In the IMSBC Code, cargoes which are likely to liquefy are listed in the Code as “Group A” cargoes, and require special handling. These include iron ore and nickel ore concentrates among others.

The Code requires shippers to provide masters with written cargo information and particulars before loading occurs. It is mandatory that this information includes a certificate which declares the actual average moisture content of the cargo to be loaded at the time of loading and includes the Flow Moisture Point (FMP) and the Transportable Moisture Limit (TML).

The maximum TML is calculated as 90% of the FMP which can only be determined by samples of the cargo be tested in a suitably equipped laboratory. The IMSBC Code lays out rules and guidelines for sampling procedures and testing procedures for cargoes that may liquefy.

Iron ore fines loaded from India and more recently nickel ore loaded from Indonesia and the Philippines have highlighted a number of problems in the carriage of bulk cargoes resulting in loss of vessels and crews.

Remote mining areas, stockpiles in open areas, local weather seasons, lack of independent laboratories and equipment, are all part of the problem which ultimately come down to attaining a reliable FMP and TML.

How does this affect a ship, the master and what an independent and impartial cargo surveyor can do to assist the master in ensuring that the cargo to be loaded is suitable and hence safe to carry in his vessel.

A local surveyor can inspect stockpiles before arrival to check that the shippers samples are representative of stockpiles which must be identified. A visual inspection of the
consignment can be carried out to ensure uniformity. Any material which appears to be significantly different, either in characteristic or moisture content should be sampled and analysed separately.

The surveyor has freedom of movement and can get away from the ship during the loading operation and travel to stockpiles away from the berth, something possibly not available to the master.

If any doubts exist over the information provided by the shipper the surveyor can take independent samples from the stockpiles for testing in independent laboratories to give comparison between the shippers and independent samples for moisture content and the transportable moisture limit.

The surveyor can report to the master if any wet cargo is found at the stockpiles, or other sources of cargo supply. Barges are often used in cargo loading in Asia with the inherent risk of water contamination.

The mines and load ports in India, Indonesia and Philippines are subject to wet seasons where heavy rain is the norm. Outside of these seasons heavy rain may still be experienced and the surveyor can conduct additional moisture tests when necessary and advise the master.

Heightened crew vigilance at the start of and throughout the loading operation is also essential. If the cargo is seen to splatter in the hold will indicate that parcels of the cargo are beyond the FMP.

What are the risks to the vessel of loading these cargoes.

Liquefaction, as the name implies is the ability of the ‘dry’ cargo to take on a semi liquid state which, with the motion of the ship in a seaway can lead to cargo shift causing a reduction of stability, the ship to list, and probably a loss of stability and risk of capsize. There is very little the ship can do once liquefaction occurs.

There is often pressure from a terminal to have a vessel sail as soon as possible on completion of loading often with untrimmed cargo. This can lead to sliding failure which occurs when the cohesive strength of the cargo is not enough to withstand the effects of the ship rolling in a seaway. The result is a shift of cargo resulting in the vessel listing.

The pressure to sail is often accompanied by pressure from terminals to load quickly, particularly when there is a queue of vessels waiting outside for their turn at the loader.

Technology advances with terminal equipment have led to loading rates of up to 16,000 t/hr and turn around times as short as 14 hours.
There are three main problems associated with high loading rates which may result in over-stressing the ship’s structure, namely:

1. The sensitivity of the total ship or hull girder to shearing force and bending moments from exceeding the allowable stresses during the loading and deballasting operation.
2. Overloading the local structure resulting in structural damage to the vessel.
3. Synchronisation of the ballasting operations.

Under SOLAS the master is responsible at all times for the safe loading of his ship and in line with the BLU Code the master and the terminal representative shall agree on a loading plan. This plan consists of a series of steps or loading sequences. Each sequence plans a defined volume of cargo load in and ballast water out, along with applicable consumables to ensure that the ship remains in the permissible limits of the stresses to which the hull is subjected.

It is recommended that high density cargo be stowed uniformly over the cargo space and trimming be applied to level the cargo as far as practicable to minimise the risk of damage to the hull structure and cargo shift in heavy weather.

If at any time during the loading, the safe operational limits of the ship are exceeded, or likely to become so if the loading continues, the ship master has the right, under SOLAS Chap VI/Reg 7, to suspend loading operations in order to take corrective actions.

High loading rates may cause significant overloading within a very short space of time. 16000 t/hr equates to 267 t/minute. A couple of minutes overrun can result in 500+ tonnes of cargo in the hold. Many bulk carriers are gearless so once the cargo is in it is going to be very difficult and time consuming to get the cargo out again. Many loading berths do not have the facility to discharge cargo once it is loaded.

One of the problems being seen in order to facilitate faster de-ballasting and hence loading, is the pressure to arrive at terminals with minimum ballast on board. This can lead to the vessel operating in a lighter than the normal ballast condition (less than normal ballast condition in the loading manual).

The effect of this on the manoeuvrability of a vessel can be significant. It results in a large trim by the stern to achieve as much propeller immersion as possible although this may be less than 100% propeller immersion. This can result in:-

- Increase bodily drift due to greater windage
- Increased difficulty in swinging the vessel at low speed due to greater windage in significant wind conditions
- A worsening steering performance due to lack of propeller and rudder immersion and large stern trim affecting the turning lever
- Increased loss of speed/power
Minimum ballast condition requires higher engine power and rudder angles to maintain control and manoeuvre the vessel.

It is of extreme importance that the ballast and loading operations should be carried out in a controlled manner in accordance with the loading plan. The pumping capacity of the ship may be relatively low compared to the cargo loading rate which may create problems with the ballasting operation.

The speed of deballasting must keep up with the loading to avoid the loading operation having to be stopped until the deballasting step has caught up with the loading programme again. If the deballasting operation does get out of step this may result in the ship being exposed to stresses which have not been calculated for and longitudinal stresses being exceeded. Remember the possibility of overpour at 267 t/minute.

One of the most notorious challenges in the bulk shipping industry is cleaning holds between dirty and clean cargo. With limited time and minimal crew, these challenges can lead to failed inspections, off hire time and reduced profits.

With many bulk carriers being gearless, during the discharge operation of the last cargo, the crew should co-operate closely with stevedores to collect and remove the majority of the cargo residue, using the shore cranes. If necessary residue can be removed from between the frames and sweeping can begin during the discharging operation.

The vessel may be returning to the previous loading port again to load the same cargo. Even so the cargo holds should still be cleaned and residual cargo removed simply because if left this can be hiding damage to the hold or tank top. With some types of bulk cargo the residue, if left, can corrode bare steel plate.

Any cargo residue left on board after sailing needs to be disposed of. Annex V of the 1973 MARPOL Convention regulates the disposal of garbage from ships. Under the amendments which came into force in 2005, the hold cargo residues are included within the definition of garbage as “operational waste”.

The MARPOL Convention outlines Special Areas which are sea areas where, in relation to oceanographical and ecological conditions as well as traffic density, disposal of garbage, including cargo residues, is not permitted.

Outside of Special Areas, disposal of garbage should only take place as far away from the nearest land in accordance with Reg.3 as possible. Essentially this is a minimum of 25 miles if the garbage floats and a minimum of 12 miles if the garbage sinks.

Whenever possible garbage, cargo residues and waste should be landed to shore reception facilities.

The IMO stipulate that all cargo residue operations should be recorded in the Garbage Record Book as category 4 is to include entries for the disposal of cargo residues, and
should record the start and stop positions and the estimated quantity of the cargo residue discharged into the sea.

John Stone
Master Mariner
PART B

Dry Bulk Cargo Issues: Cargo Liquefaction

Mark Williams
Dry Bulk Cargo Issues: Cargo Liquefaction

London, 30 March 2011
Mark Williams

- IMSBC Code requirements
- Problematical cargoes:
  - nickel ore
  - Indian iron ore fines
- The “can” test and its limitations
- Action taken by the International Group of P&I Clubs
- Possible protective clauses
Dry Bulk Cargoes
Cargo liquefaction

The International Maritime Solid Bulk Cargoes (IMSBC) Code

International Maritime Solid Bulk Cargoes Code (IMSBC Code)

- Code of Safe Practice for Solid Bulk Cargoes:
  - "BC Code"
  - adopted 1965
  - revised several times
  - recommendatory
- International Maritime Solid Bulk Cargoes Code:
  - "IMSBC Code"
  - adopted December 2008 (MSC.268(85))
  - mandatory (SOLAS Ch.VI)
  - entered into force 1 January 2011
IMSBC Code
Categories

- **Group A**
  *Cargoes which may liquefy if shipped at a moisture content in excess of their transportable moisture limit*

- **Group B**
  *Cargoes which possess a chemical hazard which could give rise to a dangerous situation on a ship*

- **Group C**
  *Cargoes which are neither liable to liquefy (Group A) nor to possess chemical hazards (Group B)*

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IMSBC Code – Parag 1.7.8
Concentrates

- **Definition:**
  “Concentrates means materials obtained from a natural ore by a process of enrichment or beneficiation by physical or chemical separation and removal of unwanted constituents.”

- Does not apply to natural ores
IMSBC Code – Parag 1.7.5
Cargoes which may liquefy

- Definition:
  “Cargoes which may liquefy means cargoes which contain a certain proportion of fine particles and a certain amount of moisture. They may liquefy if shipped with a moisture content in excess of their transportable moisture limit.”

- Unlisted cargoes such as iron ore fines and nickel ore fall within ambit of this definition

IMSBC Code
Group A – cargoes which may liquefy

- Overlying material produces contact forces
- Contact forces hold particles in place and provide strength
- Strength is lost if particles are separated by water
- Particles may behave as liquid if free water present
- Pressure may result in water being squeezed from particles
Flow Moisture Point (FMP)

- **Definition:**
  
  ".....the percentage moisture content at which a flow state develops under the prescribed method of test....."

- Ascertained by laboratory tests

- Tests determine propensity of cargo to liquefy based on:
  - particle size
  - density
  - compaction

- FMP of cargo stockpiles may not change significantly

- Approved test procedures described in Appendix 2

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Transportable Moisture Limit (TML)

- **Definition:**
  
  "..... the maximum moisture content of the cargo which is considered safe for carriage in ships....."

- TML is 90% of FMP

- Provides margin of safety but is not an absolute measure
IMSBC Code – Parag 7.2.3
Transportable Moisture Limit (TML)

“A cargo shift caused by liquefaction may occur when the moisture content exceeds the TML. Some cargoes are susceptible to moisture migration and may develop a dangerous wet base even if the average moisture content is less than the TML.”

IMSBC Code
Risk types - liquefaction
IMSBC Code
Risk types - sliding failure

Dry Bulk Cargoes
Cargo liquefaction

IMSBC Code
Important Requirements
 IMSBC Code – Section 4.2.1
Provision of information

“The shipper shall provide the master or his representative with appropriate information on the cargo sufficiently in advance of loading to enable the precautions which may be necessary for proper stowage and safe carriage of the cargo to be put into effect.”

 IMSBC Code – Section 4.2.2.9
Provision of information

“Cargo information shall be confirmed in writing and by appropriate shipping documents prior to loading. The cargo information shall include additional information in the form of a certificate on the moisture content of the cargo and its transportable moisture limit in the case of a concentrate or other cargo which may liquefy.”
IMSBC Code – Section 4.3.1
Certificates of test

“To obtain the information required in 4.2.1 the shipper shall arrange for the cargo to be properly sampled and tested. The shipper shall provide the ship’s master or his representative with the appropriate certificates of test, if required in this Code.

IMSBC Code – Section 4.6
Sampling procedures

- Consignments of not more than 15,000t: *One 200g sub-sample taken for each 125t to be shipped*
- Consignments over 15,000t but not more than 60,000t: *One 200g sub-sample taken for each 250t to be shipped*
- Consignments of more than 60,000t: *One 200g sub-sample taken for each 500t to be shipped*
**IMSBC Code – Section 4.5.1**
Interval between sampling/testing and loading

“A test to determine the TML of a solid bulk cargo shall be conducted within *six months* to the date of loading the cargo. Notwithstanding this provision, where the composition or characteristics of the cargo are variable for any reason, a test to determine the TML shall be conducted again after it is reasonably assumed that such variation has taken place.”

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**IMSBC Code – Section 4.5.2**
Interval between sampling/testing and loading

“Sampling and testing for moisture content shall be conducted as near as practicable to the time of loading. If there has been significant rain or snow between the time of testing and loading, check tests shall be conducted to ensure that the moisture content of the cargo is still less than its TML. The interval between sampling/testing and loading shall never be more than *seven days*.”
IMSBC Code – Section 7.1
Cargoes which may liquefy - Introduction

“The purpose of this section is to bring to the attention of masters and others with responsibilities for the loading and carriage of bulk cargoes, the risks associated with liquefaction and the precautions to minimize the risk. Such cargoes may appear to be in a relatively dry granular state when loaded, and yet may contain sufficient moisture to become fluid under the stimulus of compaction and the vibration which occurs during a voyage.”

IMSBC Code – Section 7.3.1.1
Provisions for cargoes which may liquefy

“Concentrates or other cargoes which may liquefy shall only be accepted for loading when the actual moisture content of the cargo is less than its TML.”
Nickel Ore

Background

- Exported from Indonesia, Philippines & New Caledonia
- Nickel ore low in nickel content
- Uneconomic to remove unless price is high
- Mines open and close according to demand
- Excavated directly from ground
- Cargo barged to vessel
Nickel Ore Problems

- Mines situated in remote locations
- Stockpiles exposed to heavy rainfalls
- “Solar drying” may be carried out but process ineffective
- Sometimes delivered to ship directly after excavation
- Physical properties may vary from gravel to mud
- Difficult to test ores which:
  - are non-homogenous
  - have a high clay content

Nickel Ore Problems

- Test certificates(s) generally produced by mine’s own in-house laboratory
- No reliable local laboratories
- Often necessary to send samples overseas for testing
- Surveyors and experts threatened and assaulted:
  - physical violence
  - firearms
- Experts generally unwilling to attend in person
- No facilities to discharge suspect cargo once on board
Indian Iron Ore Fines

Background

- Major exporter of iron ore - mainly lumps in the past
- Recent demand from China for fines rather than lumps
- Iron ore exports currently exceed 100 mill tonnes p.a.
- Approximately 80% now exported as fines
- Main ports: Goa, Haldia, Paradip, Vizag, New Mangalore
- Duty on iron ore fines may increase from 5% to 20%
Indian Iron Ore Fines Problems

- Ports no longer suspend operations during SW monsoon
- Stockpiles rarely covered
- Designated cargo still to be excavated
- Shippers may mis-describe cargo to avoid IMSBC Code
- Shippers may fail to provide test certificate(s)
- Only one test certificate even though sources may differ
- Test certificates often inaccurate:
  - stockpile or source not identified
  - moisture content not ascertained within last 7 days
  - lack of reliable laboratories
  - commercial pressure

Indian Iron Ore Fines Laboratories in India

- Only a limited number of labs with flow table facilities
- Visits by experts have revealed:
  - faulty or unsuitable equipment
  - incorrect test methods
  - lack of professional knowledge
  - willingness to produce figures which favour shippers
- Just two labs regarded by experts as being reliable:
  - one in Goa
  - one in Vizag
  - both avoided by shippers
Indian Iron Ore Fines
Other problems

- Shippers reluctant to co-operate if second opinion needed
- Rejected barges may be returned with same cargo
- Stockpile may differ to the one shown on test certificate
- Local surveyors and laboratories intimidated by shippers
- Port passes withdrawn and visa offences alleged
- Common misconceptions:
  - rejected cargo in barges will dry out quickly in sun
  - cargo which looks dry must be safe
  - “Speedy” moisture meters are suitable for iron ore fines
  - cargo which passes a “can” test will not liquefy
- Attempts to include unacceptable clauses in C/Ps

Dry Bulk Cargoes
Cargo liquefaction

The “Can” Test
IMSBC Code – Section 8.4
The “can” test

“Half fill a cylindrical can or similar container (0.5 to 1 litre capacity) with a sample of the material. Take the can in one hand and bring it down sharply to strike a hard surface such as a solid table from a height of about 0.2 m. Repeat the procedure 25 times at one- or two-second intervals. Examine the surface for free moisture or fluid conditions. If free moisture or a fluid condition appears, arrangements should be made to have additional laboratory tests conducted on the material before it is accepted for loading.”

Dry Bulk Cargoes
Cargo liquefaction

Possible Protective Clauses
Cargo Liquefaction
Possible protective clauses

“Charterers are to provide certificate(s) of test from a laboratory which must be approved in advance by Owners at their absolute discretion.”

“Charterers are to allow Owners to take representative samples of cargoes prior to, and as a condition of, loading and during loading and Owners shall be entitled to test such samples and/or appoint surveyors and/or experts to act on their behalf always at their discretion.”

Cargo Liquefaction
Possible protective clauses

“The sampling and testing are to be carried out in accordance with Section 4 and Appendix 2 of the IMSBC Code respectively and in accordance with any subsequent amendment to these provisions.”

“The certificate(s) of test are to be presented to Owners and Master together with a completed Cargo Declaration Form prior to, and as a condition, of the commencement of loading.”

“The decision to load the cargo will, in any event, always be at the sole discretion of the Owners.”
PART C
Casualties Resulting from the Carriage of Dry Bulk Cargoes

Fionna Gavin
Casualties Resulting from the Carriage of Dry Bulk Cargoes

Fionna Gavin

30 March 2011
Claims

- Liabilities
  - Crew/Dependants for Loss of Life and Injury
  - Wreck Removal
  - Pollution

- Other Losses
  - Loss of Ship
  - Repair Costs
  - Loss of Time/Profit

Charterers/Shippers’ Obligations

- Common Law Obligation
  - Implied duty on Charterer/Shipper not to ship dangerous goods without consent of the Owner

- Express Obligations
  - Express Prohibitions/Warranties to Safety of Cargo
  - Hague/Hague Visby Rules Article IV Rule 6
  - Express/Implied Indemnity under Time Charters
Common Law

- Charterers/shippers impliedly undertake not to ship dangerous goods without first notifying the carrier of their characteristics
- Notice not required when the carrier knew or ought to have known of the dangerous nature of the cargo

What is dangerous?

- Something is “dangerous” if it poses a threat to any person or object other than itself (The Giannis NK (1998) 1 LL Rep. 337)
- Cargo may be not be immediately dangerous but have a propensity to become dangerous in certain circumstances
What is the Carrier deemed to know?

Have the shippers/charterers provided sufficient information for the carrier to identify the risks?

The carrier is not expected to have the knowledge of an expert scientist but is expected to avail himself of all the information which is available to an ordinarily experienced and skilful character (Brass v Maitland [1856] E&B 470)

Unusual Characteristics

If a cargo is known to be potentially hazardous but has a special characteristic which makes it more than normally hazardous, the shipper or charterer has a duty to notify the carrier of this.

Micada v. Texim (1968) 2 Ll. Rep. 57
The Athanasia Comninos [1990] 1 Lloyd’s Rep. 277
The Aconcagua [2009] EWHC 1880
Hague/Hague Visby Rules Article IV Rule 6

“Goods of an inflammable, explosive or dangerous nature to the shipment whereof the carrier, master or agent of the carrier has not consented with knowledge of their nature and character, may at any time before discharge be landed at any place, or destroyed or rendered innocuous by the carrier without compensation and the shipper of such goods shall be liable for all damages and expenses directly or indirectly arising out of or resulting from such shipment.”

Shippers/Charterers’ Knowledge

- Strict liability
- No need to establish knowledge/negligence of the shipper
Express Prohibitions

- Charter prohibits shipment of expressly identified goods or dangerous goods
- Charterers in breach in tendering goods for loading
- Masters’ acceptance of the cargo does not waive the prohibition (Chandris v. Isbrandsten-Moller [1951] 1 KB 240)

Time Charters and Implied Indemnity

- indemnity against the consequences of complying with charterers employment orders
- operates independently of fault
- unbroken chain of causation
THE CHAIRMAN

ROGER HOLT

Roger started his career as a deck officer with P&O, graduated from Southampton University with a BSc in Nautical Studies in 1971 and embarked on a commercial career in the wet and dry bulk sector plus a short time in reefer and liner. Via various senior positions in the industry he was appointed as Secretary General of Intercargo in 1999 and served that organisation for 10 years. He now runs his own company Holt Maritime Ltd. acting as a maritime consultant in commercial and ship operating matters. Among various other appointments, Roger is a Director of the London Shipping Law Centre

THE PANELLISTS

FIONNA GAVIN – INCE & CO.

Fionna Gavin is a partner at Ince & Co dealing with shipping, insurance and international trade. Her focus is on dispute resolution both in the High Court and arbitration and she has been heavily involved in litigation arising out of a number of major maritime casualties. She also advises regularly on the drafting of shipping and international sale contracts and, more recently, on the impact of the EU sanctions against Iran. In 2002 she spent five months covering the role of legal manager at a major international insurer and has also spent four months at a leading P&I Club. She acts for ship owners, charterers, traders and their insurers and regularly lectures on shipping related matters. She sits on the UK Government’s Rotterdam Rules Working Group.
JOHN STONE

Date of Birth : 10th April 1952                                        Nationality : British

QUALIFICATIONS:                                                    
Master Mariner Class 1 (FG)                                        
Licensed Pilot, Port of Bridgwater – River Parrett

MEMBERSHIPS:                                                       
Member of the Nautical Institute                                   
Member of Society of Consulting Marine Engineers and Ship Surveyors
Supporting Member London Maritime Arbitrators Association

INTRODUCTION:

Marine Consultant, Surveyor and Harbour Master (appointed 2010) and Pilot (since 2007) for the Port of Bridgwater. Successfully completed combined MCA 4p Oil Spill Response – On-Scene Commander (Ports) and IMO Level 2 Oil Spill Response Training course.

An experienced professional mariner holding a Certificate of Competency as Master Mariner (FG) with 8 years command experience. I have detailed knowledge of the Middle East and was based in Jeddah, Saudi Arabia for 10 years, in operations with a major liner company and as surveyor and general manager for a local marine survey company.

My speciality lies in RoRo operations, heavy lift, project, bulk and general cargoes, with experience in reefer cargoes, and as Port Captain for a major ship owner regularly supervising not only loading and discharge of cars but also a wide variety of high and heavy rolling loads.

I have prepared, and assisted in the preparation of Expert Reports on personal injury, fatalities, vessel loss and heavy weather cargo damage and loss. I have given evidence in court in Khartoum, Sudan as well as being deposed on several occasions in the United States of America. I have completed the Cardiff University Law School Bond Solon Expert Witness Training course and have been awarded a Certificate of Accreditation.

CAREER SUMMARY:

December 2005: C F Spencer & Co Ltd
Director, Marine Surveyor and Consultant

I have undertaken a wide variety of work including condition surveys, draft surveys, on and off hire surveys, cargo and hull damage surveys for P&I Clubs and Underwriters, casualty investigations, injury and fatalities investigation, loss prevention surveys, berth damage and port damage surveys. I have prepared and assisted in the preparation of export reports on personal injury, fatalities, vessel collision, vessel loss and cargo damage and loss due to heavy weather.
Surveyor & General Manager

Based in Jeddah and responsible for the running of the company’s Jeddah and Dammam offices, survey work included condition surveys, cargo and hull damage surveys for P&I Clubs and Underwriters, casualty investigation, injury and fatalities investigation, towage approval surveys, berth damage and port damage surveys, draft surveys, off hire surveys, loss prevention surveys. The work involved travel in and around the Red Sea and Arabian Gulf areas.

Central Cargo Planner & Port Captain

Based in Jeddah Branch Office planning the loading and discharging for company vessels at the Middle East ports of call, along with attending vessels at Jeddah to expedite quick and efficient turn around. Where the situation dictated, attending vessels at other Middle East ports of call.

1989 to 1996 National Shipping Company of Saudi Arabia
Master

Served in command of 14835 GRT and 44171 GRT RoRo/Container ships operating on a liner service between the East Coast of the U.S.A., the Middle East and Far East. During operation Desert Shield the fleet vessels were in service with the US Government and I spent a period on the US East Coast as Port Captain to attend vessels chartered in to continue the liner service. On completion of this I returned to my vessel for the remainder of Desert Shield and Desert Storm.

1983 to 1989 National Shipping Company of Saudi Arabia
Chief Officer

Served on 14835 GRT and 44171 GRT RoRo/Container ships operating on a liner service between the East Coast of the U.S.A., the Middle East and Far East. Experience as Chief Officer included in addition to normal containerised, RoRo and general cargoes, the handling of oversized and heavy lift cargo, the heaviest being 184 tonnes per lift.

1981-1983 Sunscot Shipping/Denholm Bermuda
Second Officer & Chief Officer

Employed as Second Officer on 5753 GRT RoRo/container vessels and as Second Officer and Chief Officer on 14835 GRT RoRo/Container vessels.

1970 TO 1981 British & Commonwealth Shipping Co.,
Deck Cadet, Third Officer & Second Officer

Employed on a variety of group vessels including general cargo ships with heavy lift capability and refrigerated cargo ships with Clan Line, passenger ships and refrigerated cargo ships with Union Castle Line and dry bulk carriers with King Line.
Mark Williams
West of England Insurance Services (Luxembourg) SA

Mark Williams spent 12 years at sea with Cayzer Irvine qualifying as a Master Mariner in 1981. This was followed by three years working as a Port Captain in Nigeria and as Operations Superintendent for a ship management company.

In 1984 he joined specialised ro-ro operator Ship-Link (UK) Limited as Operations Manager, and was appointed director in 1988. Subsequently he spent 2 years in Stockholm with parent company Rederi Ab Sea-Link.

Mark joined the West of England in November 1991 to develop and initiate ideas in the field of loss prevention. A notable enterprise was the creation of the Club's Safety Appraisal documents, designed to assist companies produce safety management systems in line with ISM Code requirements. This initiative was the subject of a Seatrade Award Certificate of Commendation for Safety at Sea.

Since then he has spent much of his time reviewing the management systems of shipping companies around the world and providing assistance where further development is needed. Similar emphasis is directed towards training, and Mark stages many seminars and workshops for club Members and their crews, tailored to individual demands.

Mark was appointed a director of the West of England management company in February 1998 and is currently chairman of the International Group’s Sub-Committee on Pilotage.

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