



**THURSDAY 30<sup>th</sup> APRIL 2015 – AFTERNOON**

## **SHIPPING LAW**

**Time allowed – three hours**

**Answer any FIVE questions – all questions carry equal marks**

**Please read the questions carefully before answering**

1. Under common law, the Charterer is under an implied obligation to nominate a safe port. The English courts have held that 'what constitutes a safe port' purely depends on the circumstances of each case. Discuss the legal principles and 'circumstances' which courts take into account in deciding whether or not a port is safe.
2. Answer **both** questions, with reference to relevant case law:
  - a. In what circumstances is a safe port warranty implied in time and voyage charter parties?
  - b. What is a lien and cesser clause intended to achieve and how are such clauses construed under English law?
3. Answer **both** questions with reference to relevant case law:
  - a. To what extent is the element of danger relevant for the assessment of a salvage claim?
  - b. What is meant by the term a **single/one ship company** and what are the advantages and disadvantages of such a concept to the shipping industry?
4. Discuss the concept of an **arrived ship** in relation to port and berth charter parties and any relevant case law. Under what circumstances may damages for detention be claimed by Owners and how does this differ from the demurrage regime?

**PLEASE TURN OVER**

5. Since 2009, 25 countries have signed, and 3 countries have ratified, the Rotterdam Rules. Whilst some practitioners consider the Rules to be the answer to the perceived shortcomings of The Hague, Hague-Visby and Hamburg Rules, others view the Rotterdam Rules with scepticism. While the United States, France, Norway, and the Netherlands have all signed the Rules, the United Kingdom has not.

Assess whether in your opinion the Rotterdam Rules will be beneficial to modern shipping and if they should be adopted by the trading nations.

6. The International Maritime Organization (IMO), although not the oldest international organisation in the maritime field, is a United Nations agency and is one of the most prolific producers of international shipping conventions. Discuss the work of the IMO and its longstanding commitment and contribution to the shipping industry.
7. Hire is the consideration paid by the charterer for the use of a ship and the services of the master and crew. It is also a feature of the time charter party that hire is paid in advance.  
Discuss the following with suitable case law:
  - a. late payment of hire and its consequences
  - b. the reasons a time charterer may want to include an anti-technicality clause into the contract.
8. Discuss the salvor's entitlement to reward under Article 14 of the Salvage Convention 1989 (or SCOPIC) and in comparison, the salvor's level of remuneration with a reward under Article 13.