ALCO

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Circular From SKULD

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Turkish Straits - Increase In the Number of Salvage Cases

On 25 April 2019, we published an article on liabilities arising under the Turkish Straits clauses.

Recently, we have noticed a slight uptick in the number of cases concerning salvage services in this region. Circumstances where we have seen this happen is particularly where the vessel is unable to maintain the minimum required speed of 4 knots. This requirement is set out in Article 13 of the Regulations. The issue appears to be particularly prevalent in the Bosphorus Straights where the currents can be strong.

Where minimum speed is not maintained, we have seen tug assistance being quickly provided, whether requested or not, which is then followed by an expensive salvage claim being made by the tug owners. From what we see, when this happens, the Master is often unaware of the exact nature of the 'services' being provided by the tugs when a line is passed on board and which may in part be due to the nature of discussions between pilots, VTS and the tugs, being in Turkish.

Consequently, we write to advise and remind owners and masters to be aware of the Regulations that apply to these passages and to be alert to situations where tug assistance may be offered or provided. Equally important, is to ensure that the vessel is fit to comply with all the Regulations, including sufficient engine power, before the transit commences. Our correspondents recommend that if there is any doubt here it may be prudent to engage the services of a tug company on commercial terms at the beginning of the passage. Obviously, this is an increased cost to the voyage but may pay dividends if a costly salvage is avoided and with the delays that might come with this whilst securities are collected and/or other delays. We understand that salvage awards have recently been as high as 7% of the salved value, which is an increase on previous years.

As a P&I club, whilst we like to be notified of such an incident, we are not necessarily always directly involved, at least not initially, as any salvage award will usually be settled as between the interests in the marine adventure, usually owners (H&M), cargo, bunker interests and the salvors. However, P&I responds where cargo interests then seek to recover their portion of the award or sums paid in General Average, by alleging a breach of the contract of carriage (usually allegations of unseaworthiness). As such, we of course, have a direct interest in ensuring that the members preserve all evidence relating to the incident. In these circumstances we recommend that the VDR data is 'saved' and particularly, audio recordings may be key to defending such a claim. Such information may even assist in arguing that the nature of the services provided by tugs was not salvage at all, although that may not always be easy.

Source of Information: The Skuld P&I Club