

MARITIME DISPUTES NEWSLETTER – ISSUE 1: ARBITRATION AWARDS

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**SCROLL DOWN FOR A SELECTION OF RECENT DECISIONS BY LMAA TRIBUNALS,
PUBLISHED IN ASSOCIATION WITH THE LLOYD'S MARITIME LAW NEWSLETTER:**

Tendering of multiple but premature notices of readiness (London Arbitration 22/19)

In circumstances where a log carrier had failed an inspection at the discharge port, as a result of which fumigation was required to be effected, an LMAA tribunal has held that four notices of readiness were invalid. The tribunal noted that whilst the tender of multiple NORs might be a wise precaution, it was even more important to ensure they were not premature, and in this case it was only after the holds had been passed that the tender of a valid NOR could be made.

Anticipation of bad weather not enough to engage “bad weather” exception or force majeure clause (London Arbitration 21/19)

An LMAA tribunal held that charterers were not entitled to rely on a “bad weather” exception to time running for demurrage. The vessel had been ordered off berth whilst loading, and two days later a hurricane hit, but the tribunal considered that the order to vacate the berth was made in anticipation of bad weather, which was not enough to engage the exception or a force majeure clause. However, the charterers could rely on an exception which applied where loading was delayed for a reason not attributable to them.

Charterers obliged to prove consumption of bunkers to claim for them (London Arbitration 18/19)

An LMAA tribunal has held that to claim amounts for MDO the vessel owner needed to prove consumption, notwithstanding a description in the charterparty which referred to MDO consumption. The reference to consumption figures was not a warrant to claim those figures without proof.

“ABT” found to allow a 5% margin in relation to bunker redelivery shortfalls (London Arbitration 17/19)

An LMAA tribunal has held that where a charterparty provided for a vessel to be redelivered with “IFO ABT SAME QTIES AS ON DELIVERY”, a 5% margin will usually be permitted, unless special circumstances justified a departure from that amount. The tribunal also confirmed that under English law the price used to determine damages in respect of redelivery shortfalls are market prices as at the price of redelivery.

Notice of readiness was valid, notwithstanding the fact that the vessel only had one anchor available when it was tendered (London Arbitration 16/19)

An LMAA tribunal has found that a vessel was in a condition to proceed to port even though she arrived at anchorage with just one anchor. As a result, notice of readiness tendered at that time was valid.

Importance of only tendering notice of readiness once a vessel is at the immediate disposal of the charterer (London Arbitration 13/19)

An LMAA tribunal has emphasised that, while it is common for ship masters to tender notices of readiness at the first pilot station at the end of a sea passage, that is usually done in the mistaken belief that that is the correct procedure and instead the master should wait until the vessel is anchored to tender notice of readiness.

Notice of readiness valid when tendered at designated waiting place (London Arbitration 12/19)

An LMAA tribunal has held that a place at which cargo operations were not expected to be or were not normally conducted did constitute a waiting place under the terms of a charterparty. Notice of readiness was therefore validly tendered.

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