



NORWEGIAN HULL CLUB

CASUALTY INFORMATION

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Norwegian Hull Club wishes to contribute to improving safety on board, focusing on **Lives, Health, Environment** and **Assets** and extracting **Useful Experience**. In this letter we report on **the NAABSA Clause**.

DEAR CAPTAIN

We write by way of an update in relation to the above captioned Clause. NAABSA is an abbreviation for; "Not always afloat but safely aground". This clause is sometimes incorporated into Charter parties in order to accept calling at ports where your vessel may rest at the bottom during loading / discharging, usually due to extreme tidal variations. As a result, NAABSA and "Safe port" discussions are often complicated. When things go awry, the result can also be quite expensive.

NHC has seen numerous of examples where damage to a Vessels' bottom and its structural integrity has been as a direct result of touching bottom during loading and discharging operations. This kind of damage is often prevalent on modern ships operating in the off shore industry where damage can occur to the azimuth thrusters, sonars, side scanning depth sounders and other sophisticated bottom structures.



There are two main issues to consider:

1) WHAT IS A "SAFE PORT?"

"A port will not be safe unless, in the relevant period of time, the particular ship can reach it, use it and return from it without, in the absence of some abnormal occurrence, being exposed to danger which cannot be avoided by good navigation and seamanship."

The above is a definition quoted by several marine underwriters.

This principle has been clarified further:

"If there is a dangerous obstruction in the port, but with ordinary care and skill the vessel will never be at risk of collision with it, the port is in ordinary parlance safe. On the other hand if the situation in the port is such that even with ordinary care and skill there will still be a risk of collision, the matter is quite different".

2) WHAT IS "SAFELY AGROUND"?

The general understanding is that your vessel will rest on flat, soft mud during low tide, while cargo operations continue. This is normal procedure in some English rivers like the Thames and Humber, as well as in the River Plate, in South America. In other words, this clause is routinely accepted in many of the major ports. However, your Owners may also have to accept this clause in lesser ports where Safely aground is not the norm. Problems can arise as a result.

When we think about the term Safely aground, we would initially think of damage to the ship. This would naturally be at the forefront of our minds. However, it is more often the case that disputes arise where a Vessel has loaded the agreed amount but has not been able to sail due to the tide. Although, it appears to be less severe it is nevertheless expensive. The requisite may happen after a partial discharge. The resultant costs may be extreme (floating crane, barges etc) and the loss of time can be excessive. You do not like it, your Owners do not like it, but nevertheless – the clause is sometimes accepted in charter parties. You as master are always responsible to keep the vessel safe.

WHAT CAN YOU DO AS MASTER?

Before entering a port where it is a certainty that the Vessel will touch bottom during loading/discharging operations, we suggest you include the following in your other checks:

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1. Check the Charterparty and note the clauses outlining the limits of responsibility between Owner and Charterer. (Remember that the fixture may have been made by a novice – you may know more about the impact of a particular clause than he or she does).
 2. Ensure that all navigation charts are up to date.
 3. Ensure that the Vessel has the appropriate tide tables. If not then, this data can be obtained via the port agent.
 4. Obtain detailed information about the Port. This can be obtained from Charterers'/Owners' Agent and via the Port Authority and also from the Pilot. This information should include but not be limited to the permitted draft whilst alongside, the nature of the seabed at the berth, any obstructions on the seabed at the berth, the load or discharge rate, bollard strength, tug availability etc.
 5. Where available, liaise the local agents and enquire whether there have been any problems before.
 6. If unsure about the nature of the sea bed in/around the berth, consider liaising with local tug companies. These companies will often agree to scan the sea bed before your arrival at little or no extra cost. They can also be a good source of general information.
 7. Raise awareness on board of the issue so that the whole crew are collectively on guard to look out for any signs of this problem arising.
 8. Have your crew and equipment in a state of readiness to respond to any signs of trouble.
- The underlying message here is better to be safe than sorry. Masters, do your utmost to ensure “safe” port before arrival.

Bon voyage