HILL DICKINSON

CARGO CONVENTIONS

Comparing Hague, Hague-Visby, Hamburg and Rotterdam Rules

Shipping 'at a glance' guide 1

Contents

Section:		Page No.
Parties to the Conventions and the Countries which apply the Rules		3-4
A comparison of the Rules		5-12
1.	Which voyages covered?	5
2.	Which contracts covered?	5
3.	Geographical application	5
4.	Who is the carrier?	5
5.	Contract and tort claims	5
6.	Carrier's general duty of care	5
7.	Carrier's defences	6
8.	Burden of proof	7
9.	Fire	7
10.	Live animals	7
11.	Deck cargo	7
12.	Dangerous cargo	8
13.	Limits of liability	8
14.	Loss of right to limit liability	8
15.	Lower limits by agreement	9
16.	Higher limits by agreement	9
17.	Deviation	9
18.	What is the effect of statements in the B/L?	9
19.	What information must the B/L contain?	9
20.	Duties of shipper in supplying carrier with information	10
21.	Letters of indemnity	10
22.	Notification of damage	11
23.	Consequences of failing to notify carrier of loss under 22 above	11
24.	Limitation of action	11
25.	Jurisdiction	11
26.	Arbitration	12
27.	General average	12
28.	Provisions which conflict with the Rules	12

Whilst care has been taken in the preparation of this guide, the matters referred to herein are subject to change and no liability or responsibility is accepted by anyone for any errors or omissions which may exist in it. The contents of this booklet are descriptive only and should not be used as a substitute to legal advice.

© Hill Dickinson LLP

[1] Not yet in force.

Parties to the Conventions and the Countries which apply the Rules

● SDR Protocol
■ By application of local law

Albania	Hamburg	
Algeria	Hague	
Angola	Hague	
Antigua & Barbuda	Hague	
Argentina	Hague/Hague-Visby	■
Aruba	Hague	■
Australia	Hague-Visby/Hamburg	■
Austria	Hamburg	
Bahamas	Hague	
Bahrain	Hague-Visby	■
Bangladesh	Hague	■
Barbados	Hamburg	
Belgium	Hague-Visby	●
Belize	Hague	
Bermuda	Hague-Visby	●
Bolivia	Hague/Hamburg	
Botswana	Hamburg	
Brazil	Hague	■
British Virgin Islands	Hague-Visby	●
Brunei	Hague	
Bulgaria	Hague	■
Burkina Faso	Hamburg	
Burundi	Hamburg	
Cameroon	Hamburg	
Canada	Hague-Visby/Hamburg	■
Cape Verde	Hague	
Cayman Islands	Hague-Visby	●
Chile	Hamburg	
China	Hague-Visby/Hamburg	■
Colombia	Hague/Hamburg	■
Congo, Democratic Republic of	Hague	
Croatia	Hague-Visby	●
Cuba	Hague	
Cyprus	Hague	
Czech Republic	Hamburg	
Denmark	Hague-Visby	●
Dominica	Hague	
Dominican Republic	Hamburg	
Ecuador	Hague-Visby	
Egypt	Hamburg	●
Estonia	Hague	■
Falkland Islands	Hague-Visby	
Fiji	Hague	

Finland	Hague-Visby	●
France	Hague-Visby	●
Gambia	Hamburg	
Georgia	Hamburg	
Germany	Hague-Visby	■
Ghana	Hague	
Gibraltar	Hague-Visby	●
Greece	Hague-Visby	●
Grenada	Hague	
Guinea	Hamburg	
Guinea-Bissau	Hague	
Guyana	Hague	
Hong Kong	Hague-Visby	●
Hungary	Hamburg	
Iceland	Hague-Visby	■●
India	Hague/Hague-Visby	■●
Indonesia	Hague Visby	■
Iran	Hague	
Iraq	Hamburg	■
Ireland	Hague-Visby	
Israel	Hague/Hague-Visby	■●
Italy	Hague-Visby	●
Ivory Coast	Hague	
Jamaica	Hague	
Japan	Hague-Visby	●
Jordan	Hamburg	
Kazakhstan	Hamburg	
Kenya	Hamburg	
Korea (South)	Hague-Visby	■
Kuwait	Hague-Visby	■
Latvia	Hague-Visby	■
Lebanon	Hamburg	
Lesotho	Hamburg	
Liberia	Hamburg	
Lithuania	Hague-Visby	●
Madagascar	Hague	
Malawi	Hamburg	
Malaysia	Hague	
Malta	Hague	■
Mauritius	Hague	
Mexico	Hague-Visby	●
Monaco	Hague	
Montserrat	Hague-Visby	●

Morocco	Hamburg	
Mozambique	Hague	
Netherlands	Hague-Visby	●
New Zealand	Hague-Visby	●
Nigeria	Hamburg	
Norway	Hague-Visby	●
Oman	Hague-Visby	■●
Pakistan	Hague	■
Panama	Hague	■
Papua New Guinea	Hague	
Paraguay	Hamburg	
Peru	Hague/Hamburg	■
Phillipines	Hague	■
Poland	Hague-Visby	●
Portugal	Hague/Hague-Visby	■
Qatar	Hague-Visby	■
Romania	Hamburg	
Russia	Hague-Visby	●
Saint Kitts and Nevis	Hague	
Saint Lucia	Hague	
Saint Vincent and the Grenadines	Hamburg	
Sao Tome and Principe	Hague	
Sarawak	Hague	
Senegal	Hamburg	
Seychelles	Hague	
Sierra Leone	Hamburg	
Singapore	Hague-Visby	●
Slovakia	Hamburg	

Slovenia	Hague	
Solomon Islands	Hague	
Somalia	Hague	
South Africa	Hague-Visby	■
Spain	Hague-Visby	●
Sri Lanka	Hague-Visby	
Sweden	Hague-Visby	●
Switzerland	Hague-Visby	●
Syria	Hamburg	
Taiwan	Hague-Visby	■
Tanzania	Hamburg	
Thailand	Hague-Visby	■
Timor-Leste	Hague	
Tonga	Hague-Visby	
Trinidad and Tobago	Hague	
Tunisia	Hamburg	
Turkey	Hague	■
Turks and Caicos Islands	Hague-Visby	●
Tuvalu	Hague	
Uganda	Hamburg	
Ukraine	Hague-Visby/Hamburg	■
United Arab Emirates	Hague-Visby	■
United Kingdom	Hague-Visby	●
United States of America	Hague	■
Venezuela	Hague-Visby/Hamburg	■
Vietnam	Hague-Visby	■
Zambia	Hamburg	

	Hague Rules	Hague-Visby Rules	Hamburg Rules	Rotterdam Rules
1. Which voyages covered?	Rules are silent.	Art X (a) B/L issued in a contracting state (b) carriage from contracting state (c) contract of carriage expressly applies Rules.	Art 2 (a) B/L issued in a contracting state (b) carriage from contracting state (c) carriage to contracting state (d) B/L provides Rules to apply.	Art 5 If, according to contract,: (a) Place of receipt; or (b) Port of loading; or (c) Place of delivery; or (d) Port of discharge is in a contracting state. Receipt and delivery (and loadport and disport) must be in different States.
2. Which contracts covered?	Art 1(b) Bill of lading or "other similar document of title". Not charterparties. 'Straight' bills of lading will be considered as "documents of title" for the purposes of the Rules. See *The Rafaela S [2003] 2 Lloyd's Rep. 113, CA.*		Art 1.6 Contract of carriage by sea. Need not be a B/L or document of title. Not charterparties.	Art 1 Contract of carriage "from one place to another" by sea and possibly other modes of transport. Need not be a transport document or document of title. Electronic transport records included. Art 6 Charterparties excluded.
3. Geographical application – the carrier's period of responsibility	Art 1(e) "Covers the period from the time when the goods are loaded on to the time when they are discharged from the ship".		Art 4 Carrier is responsible while in "charge" of the goods at the port of loading, during the carriage, and at the port of discharge i.e. normally from time taken over from shipper to time delivered to consignee. Subject to local port regulations.	Art 12 From when carrier or other "performing party" receives the goods for carriage. To delivery of the goods. Unless goods must be collected/delivered to an "authority" by operation of local law. Can alter by agreement but loading/unloading is minimum period of responsibility.
4. Who is the carrier?	Art 1(a) Owner or charterer "who enters into contract of carriage with a shipper".		Art 1.1, Art 10, Art 11 "any person by whom or in whose name a contract of carriage has been concluded with a shipper". Covers "actual" and "contractual" carrier.	Art 1 "a person that enters into a contract of carriage with a shipper". But, obligations extend to "performing parties" acting "at the carrier's request or under the carrier's supervision or control".
5. Contract and tort claims	Rules are silent. May apply to just contract claims. (Under English law applies to both contract and tort claims.)	Art IV bis Apply to contract and tort claims.	Art 7 Apply to contract and tort claims.	Art 4 Defences and limits of liability apply to all cargo claims for loss, damage or delay, whether in contract, tort or otherwise.
6. Carrier's general duty of care	Art III 1. Carrier must exercise due diligence before and at beginning of voyage to: (a) make ship seaworthy; (b) properly man, equip and supply the ship; *(cont.)*		Art 5.1 Carrier, his servants and agents must take all measures that could reasonably be required to avoid the event causing loss and its consequences.	Art 13 Carrier to "properly and carefully receive, load, handle stow, carry, keep, care for, unload and deliver the goods", unless specifically agreed otherwise in *(cont.)*

(cont.)	(c) make holds etc. fit and safe for reception, carriage and preservation of cargo. 2. Carrier must properly and carefully load, handle, stow, carry, keep, care for and discharge goods.		respect of loading, handling, stowing or unloading. Art 14 Carrier to exercise due diligence before, at the beginning of and during the voyage by sea to: (a) make and keep the ship seaworthy; (b) properly crew, equip and supply the ship and keep the ship so crewed, equipped and supplied throughout the voyage; and (c) make and keep the holds etc. fit and safe for the reception, carriage and preservation of goods.
7. Carrier's defences	Art IV 1. Unseaworthiness – only defence is for carrier to show he exercised "due diligence" to ensure vessel seaworthy before and at beginning of voyage. 2. Properly and carefully load, etc. The following defences apply: (a) Act, neglect or default of the master, mariner, pilot or the servants of the carrier in the navigation or in the management of the ship. (b) Fire, unless caused by the actual fault or privity of the carrier. (c) Perils, dangers and accidents of the sea or other navigable waters. (d) Act of God. (e) Act of war. (f) Act of public enemies. (g) Arrest or restraint of princes, rulers or people, or seizure under legal process. (h) Quarantine restrictions. (i) Act or omission of the shipper or owner of the goods, his agent or representative. (j) Strikes or lock-outs, or stoppage or restraint of labour from whatever cause, whether partial or general. (k) Riots and civil commotions. (l) Saving or attempting to save life or property at sea. (m) Wastage in bulk or weight or any other loss or damage arising from inherent defect, quality or vice of the goods. (n) Insufficiency of packing. (o) Insufficiency or inadequacy of marks. (p) Latent defects not discoverable by due diligence. *(cont.)*	Art 5.1 Carrier must prove he, his servants or agents, took all measures that could reasonably be required to avoid the occurrence and its consequences.	Art 17(3) Must either show absence of fault on carrier's part and on the part of master or crew of ship, performing parties, employees etc. or there is a defence for the following events: (a) Act of God. (b) Perils, dangers and accidents of the sea or other navigable waters. (c) War, hostilities, armed conflict, piracy, terrorism, riots and civil commotions; (d) Quarantine restrictions or other detention or arrest not attributable to the carrier or master or crew of ship, performing parties, employees etc. (e) Strikes, lockouts stoppages or restraints of labour; (f) Fire on the ship; (g) Latent defects not discoverable by due diligence; (h) Act or omission of the shipper etc. (i) Loading, handling etc. performed by shipper etc; (j) Inherent defect, quality or vice of the goods; (k) Insufficiency or deficiency of packing/ marking; (l) Saving or attempting to save life at sea; (m) Reasonable measures for saving property at sea; (n) Reasonable measures to avoid damage to the environment.

	Hague Rules	Hague-Visby Rules	Hamburg Rules	Rotterdam Rules
(cont.)	(q) Any other cause arising without the actual fault or privity of the carrier, or without the fault or neglect of the agents or servants of the carrier, but the burden of proof shall be on the person claiming the benefit of this exception to show that neither the actual fault or privity of the carrier, nor the fault or neglect of the agents or servants of the carrier contributed to the loss or damage.			
8. Burden of proof	Rules are unclear (except under Art IV(2)(q)). Under English law cargo owner must establish inference of unseaworthiness or failure to properly and carefully carry the goods, and the carrier must prove relevant defence in §7 above.		Carrier must prove that reasonable steps to avoid loss were taken unless damage is caused by fire (see 9 below).	Art 17 Claimant to prove that loss, damage or delay took place during carrier's period of responsibility. Carrier to prove that cause or one of the causes of the loss, damage or delay is not attributable to its fault or the fault of any performing party, master or crew of ship, employees etc.
9. Fire	Art III & IV If due to e.g. poor stowage, carrier only liable if caused by his actual fault or privity. If caused by unseaworthiness, carrier liable unless he exercised due diligence to ensure vessel seaworthy before and at beginning of voyage.		Art 5.4 Carrier liable if claimant proves fire arose from fault or neglect on the part of the carrier, his servants or agents.	Art 17 Similar regime to the Hague Rules, i.e. no specific reference to loss by fire, other than as a defence. However, note that carrier's obligations as to seaworthiness extend to "performing parties".
10. Live animals	Art I(c) Excluded from Rules.	Art I(c) Same as Hague Rules. cf UK COGSA 1971, s1(7) of which applies Rules to live animals.	Art 1.5 and 5.5 Rules apply but carrier not liable for inherent "special risks". If carrier complies with shipper's instructions he will be presumed not to be liable.	Art 81 Contract of carriage may exclude or limit obligations/ liability, unless claimant can prove that loss of or damage to or delay in delivery resulted from act or omission of carrier or performing party, with the intent to cause such loss or recklessly.
11. Deck cargo	Art I(c) Excluded from Rules if stated to be carried on deck on face of B/L. Undeclared deck carriage may affect carrier's ability to rely on defences, although the carrier may still rely on package *(cont.)*	Art I(c) Same as Hague Rules. cf UK COGSA 1971, S1(7) which applies Rules to deck cargo.	Art 9 Rules do not exclude deck cargo. Carrier can undertake deck carriage if agreed with shipper or accords with the "usage of a particular trade or is required by statutory rules or regulations". Must be statement in the B/L that goods carried on deck. Failure to agree deck carriage makes carrier liable for damage, loss or delay resulting solely from carriage on deck. Carrier cannot limit liability when deck carriage is in breach of express agreement to carry below deck.	Art 25 Rules will apply to deck cargo so carried if: (a) carriage required by law; or (b) carried in containers; or (c) In accordance with contract of carriage or the "customs, usages or practices of the trade in question". If not and loss or damage due to carriage on deck, then carrier loses entitlement to defences. Further, carrier cannot limit liability when deck carriage is in breach of express agreement to carry below deck. *(cont.)*

	Hague Rules	Hague-Visby Rules	Hamburg Rules	Rotterdam Rules
(cont.)	limitation under Art IV, r 5. See *The Kapitan Petko Voivoda* [2003] 2 Lloyds Rep. 1, CA.			Contract particulars to state goods may be carried on deck if carrier to have protection against third parties acquiring negotiable transport document.
12. Dangerous cargo	Art IV Rule 6 Inflammable, explosive or dangerous goods if loaded without knowledge of the master (or carrier's agent) may be discharged, rendered harmless or destroyed at shipper's expense. If carrier knows of their nature but they prove dangerous they may still be discharged, rendered harmless or destroyed without liability on the part of the carrier, save in general average.		Art 13 Similar provisions apply and the shipper is obliged to mark and label dangerous goods in a suitable manner.	Art 15 Carrier (or a performing party) may decline to receive/load and may unload, destroy or render goods harmless.
13. Limits of liability (a) Goods lost or damaged	Art IV Rule 5 £100 per package or unit unless value declared and inserted in the B/L. The £100 limit per package has been held to amount to £100 gold value (see *The Rosa S [1988] 2 Lloyd's Rep. 574*), often resulting in a higher limit than the Hague-Visby Rules limitation.	Art IV Rule 5 10,000 Poincare Francs per package or unit or 30 Poincare Francs per kilo of gross weight of damaged or lost goods whichever is higher. By virtue of SDR Protocol 1979 2 SDRs per kg or 666.67 SDRs per package.	Art 6 2.5 SDR per kg or 835 SDR per package or shipping unit.	Art 59 875 SDR per package or other shipping unit or 3 SDR per kg of gross weight subject of claim, whichever is higher, unless value declared.
13. Limits of liability (b) Goods delayed	No special provisions.		Art 6 2.5 x freight payable on goods delayed, subject to upper limit of total freight on all goods or amount of limitation if goods have been lost or destroyed under formula in (a) above.	Art 60 2.5 times freight payable for goods delayed, not to exceed limit for total loss under Art 59.
14. Loss of right to limit liability	No special provisions.	Art IV Rule 5(e) Right to limit lost if carrier intends to cause loss or is reckless knowing loss would probably result.	Art 8 Carrier will only lose right to limit liability if he intended to cause loss or was reckless knowing such loss would probably result. Deck carriage where expressly prohibited will result in loss of right to limit liability.	Art 61 Right to limit lost if the claimant proves that loss attributable to a personal act or omission of the person claiming limitation done with the intent to cause loss or recklessly and with knowledge that such loss would probably result.

	Hague Rules	Hague-Visby Rules	Hamburg Rules	Rotterdam Rules
15. Lower limits by agreement	Art VI Only permitted where not an ordinary shipment, and reasonable in special circumstances.		No specific right to agree lower limits.	Art 79 Terms which directly or indirectly exclude or limit the obligations or the liability of the carrier will be void. Art 80 "Volume contracts" excepted.
16. Higher limits by agreement	Art V Permitted if recorded in the B/L.		Art 6.4 Art 15 Permitted if agreed. Should be recorded in the B/L.	Art 59 Permitted if agreed between the carrier and the shipper.
17. Deviation	Deviating carrier might lose right to rely on defences in Rules and lose right to limit liability. Art IV Rule 4 provides "any deviation in saving or attempting to save life or property at sea, or any reasonable deviation shall not be deemed to be an infringement or breach of the Rules or contract of carriage".		No special provisions. Deviation if it causes loss is subject to general test of carrier's liability (see 6 above). Art 5.6 exempts a carrier from liability where he attempts to save life or "reasonable measures" are taken to save property. This would apply to deviation as much as any other cause of loss.	Art 24 Deviation of itself shall not deprive the carrier of any defence or limitation, except to the extent provided in Art 61 (see §14 above).
18. What is the effect of statements in the bill?	Art III Rule 4 *Prima facie* evidence of their accuracy.	Art III Rule 4 *Prima facie* evidence in hands of shipper, conclusive in hands of third party, e.g. consignee to whom the B/L is transferred in good faith.	Art 16 *Prima facie* evidence of statement in hands of shipper (whether shipped or received B/L). Conclusive in hands of third party who relies on statements. If freight is payable by holder of the B/L failure to state this is evidence that no freight is payable.	Art 41 *Prima facie* evidence of the carrier's receipt of the goods as stated. Proof to contrary not admissible where contract is negotiable or non-negotiable but requires it be surrendered for delivery and the document is in the hands of a consignee/third party acting in good faith. Art 42 "freight prepaid" conclusive vis-à-vis third parties (but not the shipper).
19. What information must the bill contain?	Art III Rule 3 (a) Leading marks necessary for identifying goods. (b) Number of packages or pieces, or the quantity or weight as the case may be, as furnished by the shipper. (c) The apparent order and condition of the goods. Provided that no carrier, master or agent of the carrier shall be bound to state or show in the B/L any marks, number, quantity, or weight which he has reasonable ground for suspecting not accurately to represent the goods actually received, or which he has no reasonable means of checking.		Art 15 (a) The general nature of the goods, the leading marks necessary for identification of the goods, an express statement, if applicable, as to the dangerous character of the goods, the number of packages or pieces, and the weight of the goods or their quantity otherwise expressed, all such particulars as furnished by the shipper. (b) The apparent condition of the goods. (c) The name and principal place of business of the carrier. (d) The name of the shipper. (e) The consignee if named by shipper. *(cont.)*	Art 36 (a) A description of the goods. (b) The leading marks necessary for identification. (c) The number of packages/pieces or the quantity. (d) The weight, if furnished by the shipper. (e) A statement of the apparent order and condition. (f) Name and address of carrier. (g) Date when goods received or loaded or transport document issued. (h) Number of originals of negotiable documents. (i) Name and address of the consignee, if named by shipper. *(cont.)*

	Hague Rules	Hague-Visby Rules	Hamburg Rules	Rotterdam Rules
(cont.)			(f) The port of loading under the contract of carriage by sea and the date on which the goods were taken over by the carrier at the port of loading. (g) The port of discharge under the contract of carriage by sea. (h) The number of originals of the B/L, if more than one. (i) The place of issuance of the B/L. (j) The signature of the carrier or person acting on his behalf. (k) Freight to the extent payable by the consignee. (l) The statement referred to in paragraph 3 of Article 23, i.e. that carriage is subject to the convention. (m) Statement, if applicable, that the goods shall or may be carried on deck. (n) The date or the period of delivery of the goods at the port of discharge if expressly agreed upon between the parties. (o) Any increased limit or limits of liability where agreed. If the carrier is unable to state any of the matters in (a) above he should express his omission on the B/L.	(j) Name of the ship (if specified in contract). (k) The place of receipt and (if known) place of delivery. (l) Port of loading and port of discharge (if specified in contract).
20. Duties of shipper in supplying carrier with information.	Art III Rule 5 Shipper is deemed to guarantee accuracy of statement as to weight and quantity of cargo. Shipper to indemnify carrier for loss resulting from errors.		Art 17 Same as Hague Rules.	Art 31(2) Shipper is deemed to have guaranteed the accuracy of the information provided.
21. Effectiveness of letter of indemnity issued by the shipper for carrier not clausing bill.	No specific provisions. Void under English law. *(Brown Jenkinson & Co Ltd -v- Percy Dalton (Ldn) Ltd [1957] 2 Lloyd's Rep. 1)*		Art 17 Void for B/L in hands of consignee. Valid against shipper unless carrier intended to defraud consignee. If fraud, carrier may not limit liability.	Art 39(3) If the transport document fails to state the apparent order and condition of the goods the carrier receives them, it is deemed to have stated that they were in good order and condition. Art 30(1) The shipper is liable for loss or damage sustained by the carrier if the carrier proves that such loss or damage was caused by a breach of the shipper's obligations under the Convention. Although a different liability regime, it looks likely that the result is similar to the Hamburg Rules. Query whether this would survive *Brown Jenkinson* if English law applies.

	Hague Rules	Hague-Visby Rules	Hamburg Rules	Rotterdam Rules
22. Notification of damage.	Art III Rule 6 Notice of loss or damage must be given in writing to the carrier or his agent:– (i) on day of delivery; or (ii) within 3 days where damage is latent.		Art 19 Notice of loss or damage to be given in writing to carrier: (i) by the working day following delivery to consignee; or (ii) within 15 days of delivery where damage is latent. Notice of delay must be given within 60 days of delivery. Carrier must give notice of complaint to shipper within 90 days of delivery.	Art 23 Notice of loss of or damage to goods to be given at time of delivery or within 7 working days after delivery if damage not apparent. Notice of loss or damage due to delay to be given within 21 consecutive days of delivery. Need not give notice if joint inspection by receiver and carrier.
23. Consequences of failing to notify carrier of loss, damage or delay under 22 above.	Art III Rule 6 *Prima facie* evidence of delivery of goods in condition described by B/L.		Art 19 *Prima facie* evidence of delivery of goods in condition described by B/L. If goods delayed and complaint not made within 60 days the carrier is exempted from liability.	Art 23(1) and (2) *Prima facie* evidence of delivery in same condition as described in the contract particulars. Failure to give notice raises presumption that goods delivered in same condition as described in the contract particulars. It does not affect the right to claim compensation for loss or damage nor does it affect the allocation of the burden of proof.
24. Limitation of action.	Art III Rule 6 "Suit" must be brought within 1 year of delivery or date delivery should have taken place.	Art III Rule 6 Same as Hague Rules. Art III Rule 6 bis Indemnity actions may be brought after 1 year; the period for commencing suit to be determined by local law but not to be less than 3 months after claim settled or suit served.	Art 20 Litigation or arbitration to be commenced within 2 years from date of delivery of goods or the last day upon which the goods should have been delivered. Indemnity proceedings may be commenced after this period (at least 90 days from date of commencement of action against carrier must be allowed).	Art 62 2 years after delivery or when goods should have been delivered. Art 64 An action for an indemnity can be brought within the later of: (a) time allowed under local law; or (b) 90 days after claimant settled with primary claimant or was served with process, whichever is earlier. Art 65 If carrier not identified on the face of the transport document, may institute proceedings after expiration of 2 years, within the later of: (a) the time allowed under local law; or (b) 90 days commencing after the carrier has been identified or registered owner or bareboat charterer has rebutted the presumption that it is the carrier.
25. Jurisdiction: Where can cargo owner commence proceedings?	Rules are silent.		Art 21 May sue in court of: (a) principal place of business of carrier; (b) place contract was made; (c) port of loading; (d) port of discharge; *(cont.)*	Ch 14 on Jurisdiction applies only if the Contracting State has opted in – if so the following applies: Art 66 (a) the domicile of the carrier; *(cont.)*

	Hague Rules	Hague-Visby Rules	Hamburg Rules	Rotterdam Rules
(cont.)			(e) place designated by contract of carriage; (f) place of arrest of vessel. This may be challenged by the carrier if he submits to one of the other jurisdictions and provides security for the claim.	(b) the place of receipt under the contract of carriage; (c) the place of delivery under the contract of carriage; (d) port of loading or port of discharge; (e) where agreed between shipper and carrier. Agreed jurisdiction will be "exclusive" under certain circumstances, including volume contracts. Art 70 Arrest does not convey substantive jurisdiction.
26. Arbitration	Rules are silent.		Art 22 Arbitration agreement permitted. If incorporating charterparty arbitration clause, must be comprised in B/L as "special annotation". Claimant may choose where to commence arbitration from: (a) place where defendant has principal place of business; (b) place where contract was made; (c) port of loading; (d) port of discharge; or (e) place specified in arbitration clause.	Ch 15 on Arbitration applies only if the Contracting State has opted in – if so the following applies: Art 4 Defences and limits of liability apply to arbitral proceedings. Art 75 Parties may agree to refer disputes to arbitration.
27. General average	Art V "Nothing in these Rules shall be held to prevent the insertion in a bill of lading of any lawful provision regarding general average."		Art 24 "The provisions of this Convention relating to the liability of the carrier for loss of or damage to the goods also determine whether the consignee may refuse contribution in general average."	Art 84 "Nothing in this Convention affects the application of terms in the contract of carriage or provisions of national law regarding the adjustment of GA."
28. Provisions which conflict with the Rules.	Art III Rule 8 Void.		Art 23.1 Void and compensation may be payable where claimant has suffered a loss: see Art 23.4.	Art 79 Void to the extent that: (a) it excludes or limits the obligations or the liability of the carrier or maritime performing party; and (b) it excludes, limits or increases the obligations or the liability of the shipper, consignee, controlling party, holder or documentary shipper.

About Hill Dickinson

The Hill Dickinson Group offers a comprehensive range of legal services from offices in London, Piraeus, Singapore, Liverpool, Manchester and Chester. Collectively the firm have more than 1,100 people, including 160 partners.

Hill Dickinson's marine expertise is internationally renowned. The firm is also a major force in insurance and is well respected in the company and commercial arena. It has an award-winning property practice and is widely regarded as a leader in the fields of commercial litigation, employment, intellectual property, NHS clinical/health-related litigation and private client.

HILL DICKINSON

Hill Dickinson LLP is a limited liability partnership

www.hilldickinson.com

London | Piraeus | Singapore | Liverpool | Manchester | Chester