

The purpose of the TP&I News is to provide the latest news for the shipowners, charterers, as well as any other maritime interests around the globe. Each issue of TP&I News will include a focused review section of several articles on a topic of current interest.

1. Israel - Hamas War: Impact On Shipping

Update 15 April 2024

Club correspondent Harpaz P&I have provided an update on port status following Iran's missile and UAV attacks on Israel.

Iran launched its first ever direct military attack on Israel territory on 13 April 2024, involving more than 300 drones and missiles. The attacks are in retaliation for an Israeli strike on an Iranian diplomatic compound in Damascus, Syria, which occurred on 1 April.

Correspondents advise:

- All Israeli ports are operating as usual.
- The Israel Airports Authority announced that as of 0730h on 14 April, Israeli airspace had reopened.
- Following latest developments, the GPS malfunctions along the Israeli coast will continue in the near future and accordingly suggest crew to be aware of the situation and to take extra precaution when using their GPS and ECDIS.

Update 18 March 2024

The United States Department of Defense will construct a floating pier that will facilitate the delivery of aid to the citizens of Gaza.

According to information provided by club correspondent Harpaz P&I, the project details include:

- Floating Pier: The pier, approximately 1,800 feet long, will be securely attached to the shore.
- Logistic Support: A fleet of logistic support vessels and barges will transport the aid from the pier to the causeway.
- Causeway Connection: Once the aid reaches the two-lane causeway, it will be further transported to the land and efficiently distributed within Gaza.
- Completion Timeline: The construction of the floating pier is expected to be completed within the next few weeks.
- The pier will not be used for the supply of any other goods. Non-food items will continue to be delivered to Gaza via Israel (after being discharged at the port of Ashdod) and/or through Egypt via the Rafah Border Crossing.



Source: Harpaz P&I

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2. Marpol Annex VI - Interpretation On The Usage Of Elektronik BDN's

IMO has formally approved the use of Bunker Delivery Notes (BDNs) in electronic format as an acceptable alternative to traditional hard copy, as long as they comply with MARPOL Annex VI regulations.



Source: IMO -MEPC.1/Circ.795/Rev.8 -24 July 2023

This decision follows the 80th session of the Marine Environment Protection Committee, which adopted an additional unified interpretation to regulations 18.5 and 18.6 of MARPOL Annex VI on BDNs and is attached to consolidation circular MEPC.1/Circ.795/Rev.8.

Electronic Bunker Delivery Note (BDN)

In terms of the minimum information required to be included in the BDN, no distinction was made between hard copy or electronic format and the rules/regulations set out in Annex V of MARPOL Annex VI were preserved, and in addition to these, it is interpreted that BDNs in electronic format should be protected against any editing/amendment/revision and should be issued in a way to include a verification method suitable for certifying its authenticity with the original.

In parallel with the hard copy BDNs, it is interpreted that BDNs in electronic format should also be kept on board for at least three years from the date of delivery and should be available for inspection when necessary and should contain the minimum information specified in Annex V of MARPOL Annex VI.

Next steps

Some ports are looking to implement electronic BDNs as part of a broader move towards digitalization, including documentation related to bunkering operations. Ship officers should be aware of the changes, such as the method of digital transfer of the electronic BDN from the bunker barge to the receiving vessel and the use of appropriate tools and programs to securely store this electronic record on board for not less than the required period of time.

Unified Interpretations to MARPOL Annex VI

Regulation 18

Fuel oil availability and quality

Regulation 18.5 reads as follows:

"For each ship subject to regulations 5 and 6 of this Annex, details of fuel oil for combustion purposes delivered to and used on board shall be recorded by means of a bunker delivery note that shall contain at least the information specified in appendix V to this Annex."

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Regulation 18.6 reads as follows:

"The bunker delivery note shall be kept on board the ship in such a place as to be readily available for inspection at all reasonable times. It shall be retained for a period of three years after the fuel oil has been delivered on board."

Interpretation

12.1 For the application of these regulations, they should be interpreted as being applicable to all ships of 400 gross tonnage or above and, at the Administration's discretion, to ships of less than 400 gross tonnage.

12.2 The Bunker Delivery Note (BDN) required by regulation 18.5 is acceptable in either hard copy or electronic format provided it contains at least the information specified in appendix V to MARPOL Annex VI and is retained and made available on board in accordance with regulation 18.6. In addition, an electronic BDN should be protected from edits, modifications or revisions and authentication be possible by a verification method such as a tracking number, watermark, date and time stamp, QR code, GPS coordinates or other verification methods.

References

Appendix V (MARPOL Annex VI)

Information to be included in the bunker delivery note (Regulation 18.5)

Name and IMO Number of receiving ship

Port

Date of commencement of delivery

Name, address and telephone number of marine fuel oil supplier

Product name(s)

Quantity in metric tonnes

Density at 15°C, kg/m³

Sulphur content (% m/m)

A declaration signed and certified by the fuel oil supplier's representative that the fuel oil supplied is in conformity with regulation 18.3 of Annex VI and that the sulphur content of the fuel oil supplied does not exceed the limits specified in Annex VI.

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3. Colreg Prevails - Turkey To Introduce Legislation To Ensure Swift Adoption Of Colreg Amendments

Turkey has been a party to International Regulations for Preventing Collisions at Sea 1972 (the "COLREG") and more or less adopted its provisions under domestic law with the Statute on Preventing Collisions at Sea (the "Statute") on 12.12.1997.

Despite COLREG having been amended multiple times over the years following the introduction of the Statute, Turkey, elected not to amend this Statute directly through the applicable legislative process under national laws but rather recognised the amendments through either the Decrees issued by the Council of Ministers' or pursuant to the tacit acceptance procedure. As COLREG was so rigidly accepted in Turkey, there was no doubt that these amendments would be followed once they entered into force. However, this situation still presented an ambiguity in legal theory and was the subject of some debate.

This ambiguity surrounding the topic was finally resolved, as Turkey introduced the Regulation on Preventing Collisions at Sea (the "Regulation") on 12 March 2024 by way of a Presidential Decree. The Regulation cites the relevant law as its legal basis and article 5 of the Regulation makes an explicit reference to COLREG and stipulates that the convention shall be applied directly in practice.

The Regulation and Turkish translation of COLREG was published on the website of General Directorate of Maritime Affairs. Since the Directorate is vested with the responsibility of publishing the applicable version of COLREG on their website, this is expected to remove the legislative hardships of adopting any potential amendments and ensure their immediate adoption.

This legislation, overall, is not expected to change anything in practice. However, for Turkish flagged vessels, it is now necessary to keep one copy of the Regulation along with COLREG on board as part of essential documents.



Source: IMO -MEPC.1/Circ.795/Rev.8 -24 July 2023

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