

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

1. New Pollution Fine Tarrifs For The Year 2024 In Turkish Waters

We would like to inform you of the new pollution fine tariffs applicable as of 1st January 2024. The new tariff has been published on 25 November 2023 in the Official Gazette and fine rates has been increased by 58,46%.

Pollution fines are divided in four categories: A, B, C and D.

Category A: Pollution from tankers discharging petroleum products and derivatives (raw petroleum, fuel oil, bilge, oil mud, refined product oil waste etc.)



Source: Esenyl Partners

Up to 1,000 (inclusive) GT	3,184.81 TL per unit GT
Between 1,000 and 5,000 (inclusive) GT	An additional 796.23 TL per unit GT
Over 5,000 GT	An additional 79.59 TL per unit GT

Category B: Pollution from dirty ballast discharged to sea by tankers

Up to 1,000 (inclusive) GT	580.25 TL per unit GT
Between 1,000 and 5,000 (inclusive) GT	An additional 115.76 TL per unit GT
Over 5,000 GT	An additional 18.37 TL per unit GT

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Category C: Pollution from ships and other sea vehicles that release petroleum/ petroleum derivatives (bilge, oil mud, freight mud, fuel oil, oil waste or dirty ballast, etc.)

Up to 1,000 (inclusive) GT	580.25 TL per unit GT
Between 1,000 and 5,000 (inclusive) GT	An additional 318.49 TL per unit GT
Over 5,000 GT	An additional 79.59 TL per unit GT

Category D: Pollution from garbage and sewage discharged to sea by ships, tankers or other sea vessels

Vessels Up to 1,000 (inclusive) GT	796.29 TL per unit GT
Vessels Between 1,000 and 5,000 (inclusive) GT	An additional 159.25 TL per unit GT
Vessels Over 5,000 GT	An additional 18.37 TL per unit GT

Fixed fine amounts for the vessels up to 150 GT

Vessels up to 18 (inclusive) GT	17,661.00 TL
Vessels between 18 and 50 GT	35,325.00 TL
Vessels between 50 and 100 GT	70,650.00 TL
Vessels between 100 and 150 GT	105,976.00 TL

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Fines for Sulphur Content of Bunkers;

Authorities integrated Pollution fines for the vessels which is not comply with the IMO 2022

Sulphur Cap.

New fine tariff ;

Vessels up to 1,000 (inclusive) GT	706,051.00 TL per GT unit
Vessels between 1,000 and 5,000 (inclusive) GT	An additional 88,031.00 TL per GT unit
Vessels over 5,000 GT	An additional 17,067.00 TL per GT unit

An objection can be raised against the fine before the respective courts within 30 days as of the date of the service of the fine.

If it is decided to settle the fine, 25% discount will be applied if the fine is paid within 30 days as of the date of the service of the fine.

Recommendations

- De-ballasting operations should be avoided unless the ballast water was checked and confirmed to be
- All overboard discharge valves should be closed and secured/sealed in closed
- All deck scuppers should be plugged and any gaps in the fish plate surrounding the deck should be closed.
- Hose test of hatch covers, hydrostatic test of deck pipes/hoses or other equipment should not be performed.
- The washing of decks and superstructures should be
- Treated water from the sewage system and grey water should be transferred to a holding tank and should not be discharged until the vessel is outside Turkish waters.
- Cargo residues, cargo space cleaning residues, all garbage and other substances should not be disposed in Turkish waters.
- The vessel's hull should not be scrapped, chipped or painted while alongside the pier or at
- While the vessel is at the shipyard or in dry dock, even if the pollution is caused by the negligence of the shipyard, its employees, or agents, the ship may be held vicariously liable for the pollution fine. Therefore, the crew members should exercise care, and they should immediately protest in writing to the shipyard where they believe pollution took place.

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2. JWC Updates The Listed Areas

The attached file includes the new dangerous areas list dated 18.12.2023, newly published by the Joint War Committee in London.

Your insurance broker will notify you from which date this list will be valid in your war/strike policy.

The changes in the new list are as follows;

Added:

Guyana, but only calls to offshore installations in the Guyanese EEZ beyond territorial waters.

Amended:

Indian Ocean, Gulf of Aden and Southern Red Sea

The waters enclosed by the following boundaries:

- a) on the northwest, by the Red Sea, south of Latitude 18°N
- b) on the northeast, from the Yemen border at 16°38.5'N, 53°6.5'E to high seas point 14°55'N, 53°50'E
- c) on the east, by a line from high seas point 14°55'N, 53°50'E to high seas point 10°48'N, 60°15'E, thence to high seas point 6°45'S, 48°45'E
- d) and on the southwest, by the Somalia border at 1°40'S, 41°34'E, to high seas point 6°45'S, 48°45'E excepting coastal waters of adjoining territories up to 12 nautical miles offshore unless otherwise provided.

Eritrea

Eritrea, but only South of 18° N

Cabo Delgado

The territorial sea of Mozambique and Tanzania enclosed by the following boundaries:

- a) To the north, from Mnazi Bay at 10°19.6'S, 40°18.9'E to high seas point at 10° 10.3' S, 40° 34.44' E
- b) To the south, from Baía do Lúrio at 13°30'S, 40°31.6'E to high seas point 13° 29.97' S, 40° 49.7' E.



Source: Locton Omni

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3. Security Threats in the Red Sea and Their Impacts on Maritime Transportation

The Red Sea lies south of the Suez Canal, a strategic transit point for world shipping. Due to its location, since December, attacks by the Houthis in Yemen on all ships sailing through the Babu al-Mandeb Strait to Israeli ports have had a major impact on international trade. These attacks were often carried out using missiles and drones.



Source: Sodac Law

Initially, the targets were predominantly commercial ships heading to Israeli ports; however, the threat to trade further escalated as vessels flagged with the flags of other countries, unrelated to Israel, also came under attack. This expansion of targets to include ships from nations with no connection to Israel heightened the threat to maritime commerce.

More specifically, the conducted attacks have also impacted leading companies and industry leaders. Major oil corporations such as BP have suspended shipping operations through the Red Sea, and similarly, prominent shipping companies like Maersk, Hapag-Lloyd, and MSC have decided to avoid using the Red Sea.

Faced with the threat, shipping companies have two options: to navigate the risk and increased insurance costs associated with the passage through the Red Sea or to redirect their ships elsewhere. However, both options carry a high-cost risk; shipping through the Red Sea increases insurance expenses, while redirecting vessels to around Africa introduces the risk of delays. Notably, there has been a significant increase in war risk insurance premiums due to these reasons. At the beginning of December, it constituted only 0.07% of a ship's value, but in recent days, this ratio has risen to between 0.5% and 0.7%.

When it comes to the legal aspect of the attacks, BIMCO's CONWARTIME or VOYWAR clauses provide shipowners and charterers with flexibility in determining how to act in certain situations. Under the scope of VOYWAR 2013, before the commencement of loading, Cargo Owners may cancel the charterparty or refuse to perform it if, according to the Mater's decision, the Ship, cargo, crew, or other persons on board would be exposed to War Risks. Cargo Owners should first afford Charterers an opportunity to nominate an alternative safe port for loading or discharging. If exposure to War Risks arises after the commencement of loading, Cargo Owners may notify Charterers that a longer route will be taken (if the total additional distance exceeds 100 nautical miles, Cargo Owners may have the right to additional freight).

While BIMCO's CONWARTIME or VOYWAR clauses aim to establish a fair balance between the parties, they also prioritize the safety of the ship, crew, and cargo. Therefore, shipowners, in light of the threats posed by the Houthi rebels in the Southern Red Sea, should review the War Risks clauses and carefully assess their routes to avoid jeopardizing their vessels.

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