

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.<sup>1</sup>

## 1. Provision of Security for Cargo Claims in Algeria

### 1.1. Format of security

In Algeria, it is virtually impossible to secure a cargo claim in Algeria by the use of Club Letters of Undertaking either issued by the Club directly or by its Correspondent on the Club's behalf. If security is required, then this has to be in the form of a Bank Guarantee.

The cargo receivers might accept an interim Club Letter, but this is usually only valid for a period no longer than 15 up to 20 calendar days to provide time to either issue the bank security or agree settlement of the claim. In the event that settlement is being discussed, short (1 week up to 2 months) extensions can be provided whilst meaningful settlement discussions are underway.

Please note that there is no obligation upon the cargo receivers to agree to the provision of an interim LOU and they could insist on maintaining the arrest until the Bank Guarantee has been provided.

### 1.2. Parties to the security

Whenever the bank guarantee wording solely referred to the liability of the Shipowner, the claimants were not able to call on this bank guarantee if in possession of an enforceable/final court decision condemning the "Carrier" i.e., the Charterer.

This has given rise to a number of protests on the part of many cargo receivers/underwriters, who started insisting on the banks to include the words "and/or carrier" in the guarantee wording. This is why the legal



department of Banque Exterieur d'Algerie (BEA) has for many years, imposing a bank guarantee wording, wherein the security reacts to an enforceable judgement against either the Owner and/or Carrier. If security were issued by the owners with such a clause in it, even if the owners were not involved in any legal proceedings, the judgement could be enforced against their security.

To avoid any confusion, the word "Shipowner" should be followed by the full name of the Owner in the text of the bank guarantee. It has however become very difficult over the past 10 years to find Algerian banks accepting this wording, as all the other banks such as CPA, BNA or BADR generally refuse to issue the bank guarantee unless the beneficiary has a bank account held with that bank.

**We thank to our correspondent, Zakia RAHALI, SARL BUDD, for providing this information.**

#### <sup>1</sup> Disclaimer

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## 2. COVID-19 vaccines remain available to foreign seafarers in Canada

Transport Canada confirms in Ship Safety Bulletin 11/2022 that COVID-19 vaccines approved in Canada continue to be available to foreign seafarers. The bulletin provides links to websites that contain information on how a foreign seafarer can obtain a COVID-19 vaccine in Canada. Further, this bulletin refers shipping companies, agents and seafarers to Ship Safety Bulletin 06/2022 for guidelines respecting the mobility of asymptomatic, presumed non-Covid-19 carrying seafarers.

**Source:** TC Canada



## 3. Lifting of mandatory maritime declaration of health for vessels arriving in the port of Singapore

The National Environment Agency (NEA) has revised the requirements for the submission of Maritime Declaration of Health (MDH) for vessels arriving in the Port of Singapore. From 1st of July 2022, NEA lifted the requirement for all vessels arriving at the Port of Singapore to submit the MDH.

Only arriving vessels that fall under any of the below categories be required to submit the MDH:

- a) Vessels that are arriving from any of the countries (last port of call) listed in the ANNEX A of NEA's circular;<sup>2</sup> or
- b) Vessels with any person suspected of infectious diseases or dead body onboard; or
- c) Vessels with any sick passengers or crew onboard.

The MDH, along with the listed documents, are to be submitted to the Port Health Office 12 hours before arrival at the Port of Singapore:

- a) Crew list/ Passenger list.
- b) Currently copy of Ship Sanitation Certificate.



- c) Last 10 ports of call list; and
- d) List of all passengers and crew members with temperature above 37.5 degree Celsius

Failure to comply with the above requirements may result in a breach of Infectious Diseases (Quarantine) Regulations and shall be liable on conviction to a fine not exceeding \$ 10,000 or to imprisonment for a term not exceeding 6 months or both.

**Source:** Maritime and Port Authority of Singapore

<sup>2</sup> See Maritime and Port Authority of Singapore website.

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For Turkish version please visit our website.

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