



Hague, Hague-Visby, Hamburg Rules

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Comparing Hague, Hague-Visby and Hamburg Rules

OUTLINE

- I. When does each of the Rules apply?
- II. Carrier's obligations under each Rules
- III. Other major differences between various Rules

I. When do they apply?

a) Which contracts are covered?

Hague Rules	Hague-Visby	Hamburg
<ul style="list-style-type: none">-bill of lading or “other similar document of title”-Not charterparties or waybill-“straight bills of lading” are covered		<ul style="list-style-type: none">-Contracts of carriage by sea, need not be a b/l or document of title-not charterparties

I. When do they apply?

b) Which voyages are covered?

Hague	Hague-Visby	Hamburg
Silent (b/l issued in a contracting state)	<ul style="list-style-type: none"> a) b/l issued in a Hague-Visby state b) Carriage from a Hague-Visby state c) Contract of carriage expressly applies the Rules 	<ul style="list-style-type: none"> a) b/l issued in a Hamburg state b) Carriage from a Hamburg state c) Carriage to a Hamburg state d) Contract of carriage expressly applies the Rules

I. When do they apply?

c) Period of coverage

Hague	Hague-Visby	Hamburg
the period from the time the goods are loaded on to the time when they are discharged from the ship i.e. “tackle to tackle”		the period during which the carrier is in “charge” of the goods at the port of loading, during the carriage and at the port of discharge

II. Carrier's Obligations

a) Carrier's duty of care

Hague	Hague-Visby	Hamburg
<ul style="list-style-type: none">-Due diligence to provide a seaworthy vessel (extends to manning, equipping and cargoworthiness) before and at the beginning of the voyage-properly and carefully load, handle, stow, carry, keep, care for and discharge goods		Carrier and his servants must take all measures that could reasonably be required to avoid the event causing loss and its consequences

II. Carrier's Obligations

b) Carrier's defences

Hague	Hague-Visby	Hamburg
<p>The catalogue exceptions including:</p> <ul style="list-style-type: none">▪ error in navigation▪ fire▪ perils of the sea▪ act of God▪ act of war and public enemies▪ restraint of state authority▪ strikes or lockouts▪ riots, civil commotions▪ saving life or property at sea▪ inherent vice▪ defective packing▪ catch-all exception		<p>Carrier must prove he, his servants or agents took all measures that could reasonably be required to avoid the occurrence and its consequences</p>

II. Carrier's Obligations

c) Burden of proof

Hague	Hague-Visby	Hamburg
Rules not clear General practice: cargo owner to prove unseaworthiness and loss attributable to such unseaworthiness and then the carrier is to prove due diligence and any relevant exceptions		Carrier to prove that reasonable steps were taken unless the damage is due to fire

II. Carrier's Obligations

d) Limitation of liability for goods lost or damaged

Hague	Hague-Visby	Hamburg
100 pound sterling (to be taken as gold value) per package or unit	<ul style="list-style-type: none">▪ 10,000 Poincare Francs per package or unit or 30 Poincare Francs per kilo of gross weight▪ 2 SDR per kg or 666.67 SDR per package under SDR Protocol	2.5 SDR per kg or 835 SDR per package or shipping unit

II. Carrier's Obligations

e) Limitation of liability for delay

Hague	Hague-Visby	Hamburg
No special provision (the issue of damage due to delay not covered by the Rules)		2.5x freight payable for goods delayed but not exceeding total freight

II. Carrier's Obligations

f) Loss of right to limit liability

Hague	Hague-Visby	Hamburg
No special provisions	if carrier intends to cause loss or is reckless knowing loss would probably result	

III. Other major differences between various Rules

	Hague	Hague-Visby	Hamburg
Deck cargo	excluded from the Rules if stated in b/l		not excluded
Live animals	excluded from the Rules		not excluded
Deviation	carrier may lose right to rely on exceptions to liability		no special provisions
Time-bar	1 year		2 years
Jurisdiction	no special provisions		special provisions
Arbitration	no special provisions		special provisions

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