

# Presentation to the 36<sup>th</sup> Annual MLAANZ Conference



## The Rotterdam Rules

4 September 2009, Jane Silvester

*The views represented in this presentation are not government policy*

## The New Zealand Position

- Not signing at this stage
- Keep watching brief
- Keep open dialogue with stakeholders
- Consider signing when stakeholders tell us to
- *Contact me at [j.silvester@transport.govt.nz](mailto:j.silvester@transport.govt.nz)*



## International maritime carrier liability regimes

- The Hague System (1924)
- The Hague Visby System (1968)
- The Hamburg System (1978)
- The Rotterdam System?



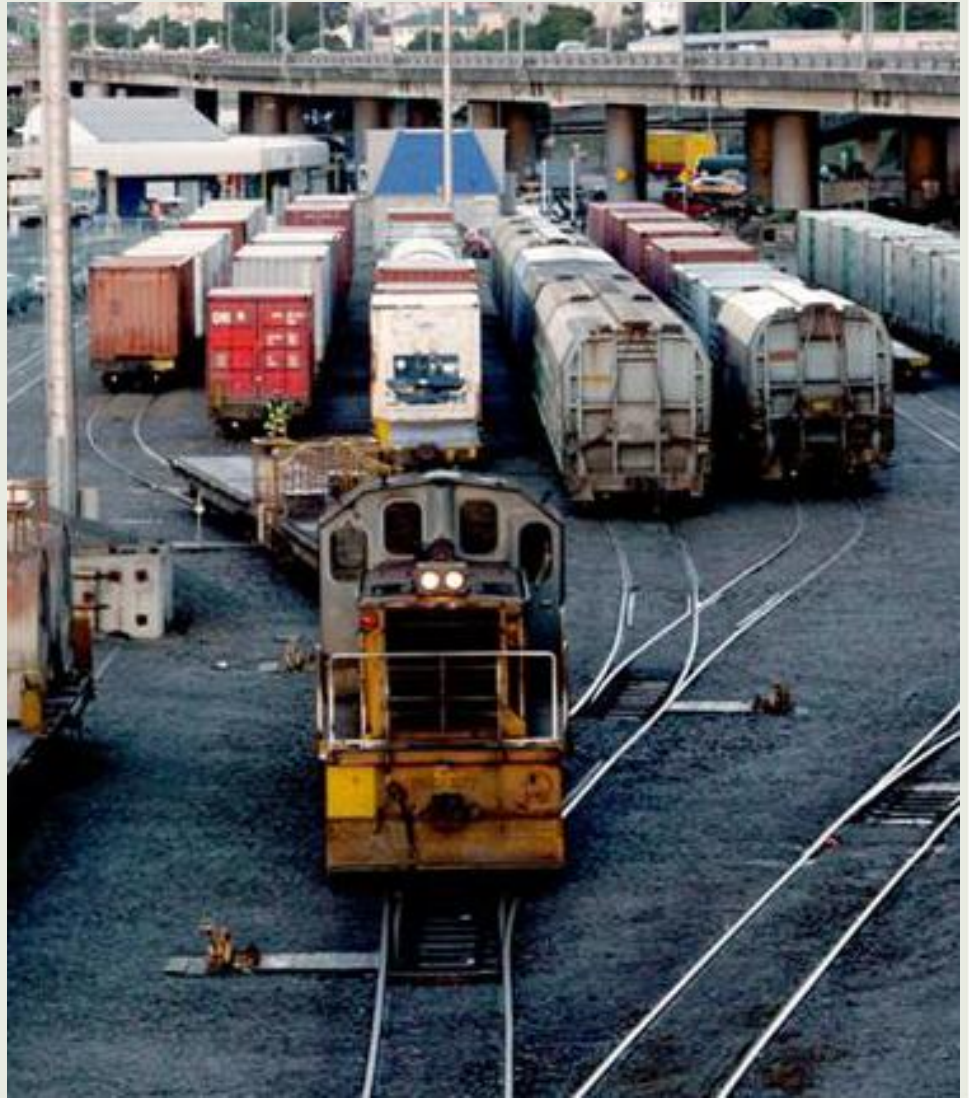
## Scope (Chapter 2)

- All contracts of carriage with an international sea leg where the following is located in a contracting State:
  - Place of receipt
  - Port of loading
  - Place of delivery
  - Port of discharge



## Coverage (Chapter 4)

- The contract of carriage determines. It can:
  - Restrict to tackle-to-tackle
  - Provide for port-to-port
  - Extend to door-to-door



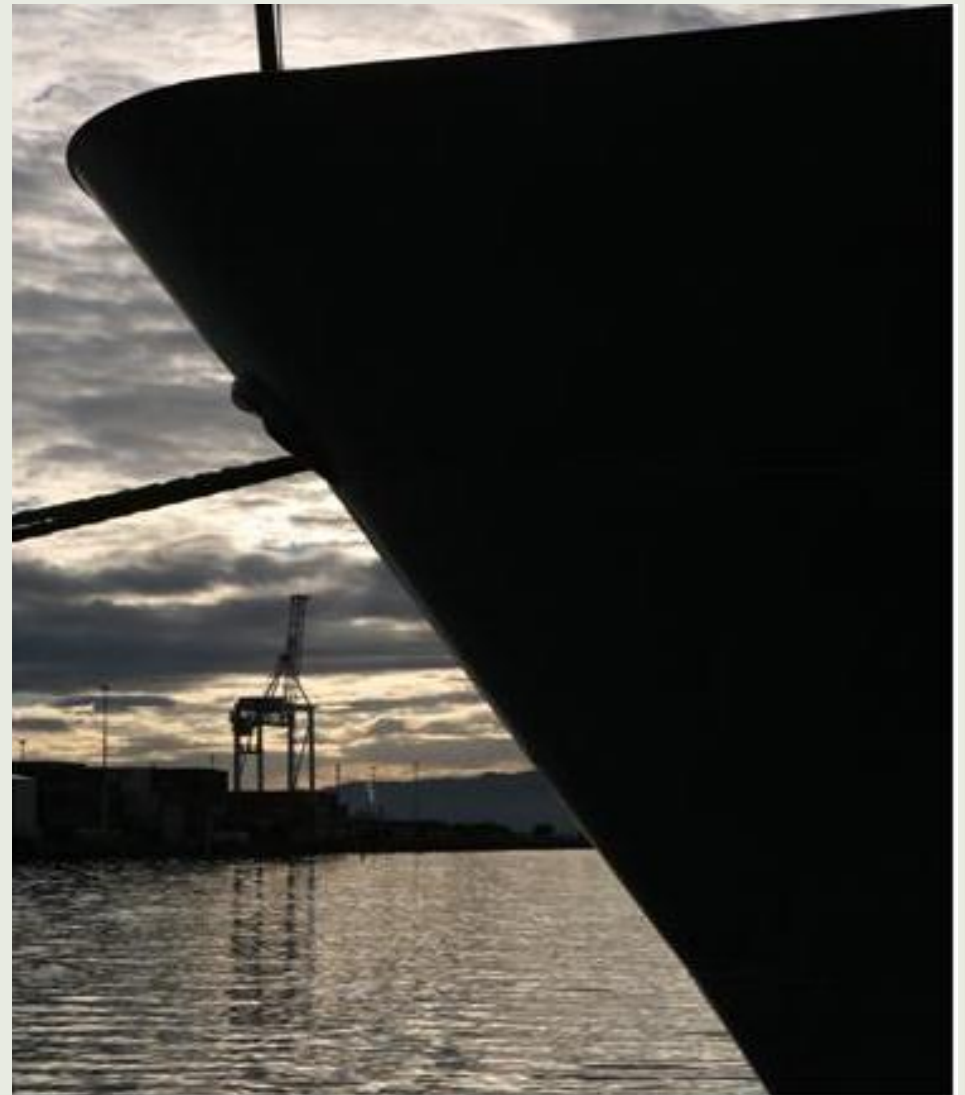
## Special rules for volume contracts (Article 1(2) and Chapter 16)

- Volume contracts are for “a specified quantity of goods in a series of shipments during an agreed period of time”
- Shippers and carriers contracting under a volume contract can derogate from the convention



## Obligations and liability of the carrier (Chapters 4 and 5)

- Seaworthy ship throughout voyage
- Removal of navigational fault defence
- Liability for delay (if delivery date agreed)
- Access to records where actual or apprehended loss occurred



# Limits on liability (Articles 59 and 60)

	Hague	Hague-Visby	Hamburg	Rotterdam
Package Limitation	£ 100	666.67 SDR	835 SDR	875 SDR
Per kilogram limitation	None	2 SDR	2.5 SDR	3.0 SDR
Delay	Nil	Nil	2.5 x the freight payable	2.5 x the freight payable



## Shippers' obligations and liability (Chapter 7)

- Deliver goods in condition to withstand carriage
- No liability for shippers' delay
- Cannot contract out of dangerous goods provisions via volume contract
- Liability unlimited but fault-based



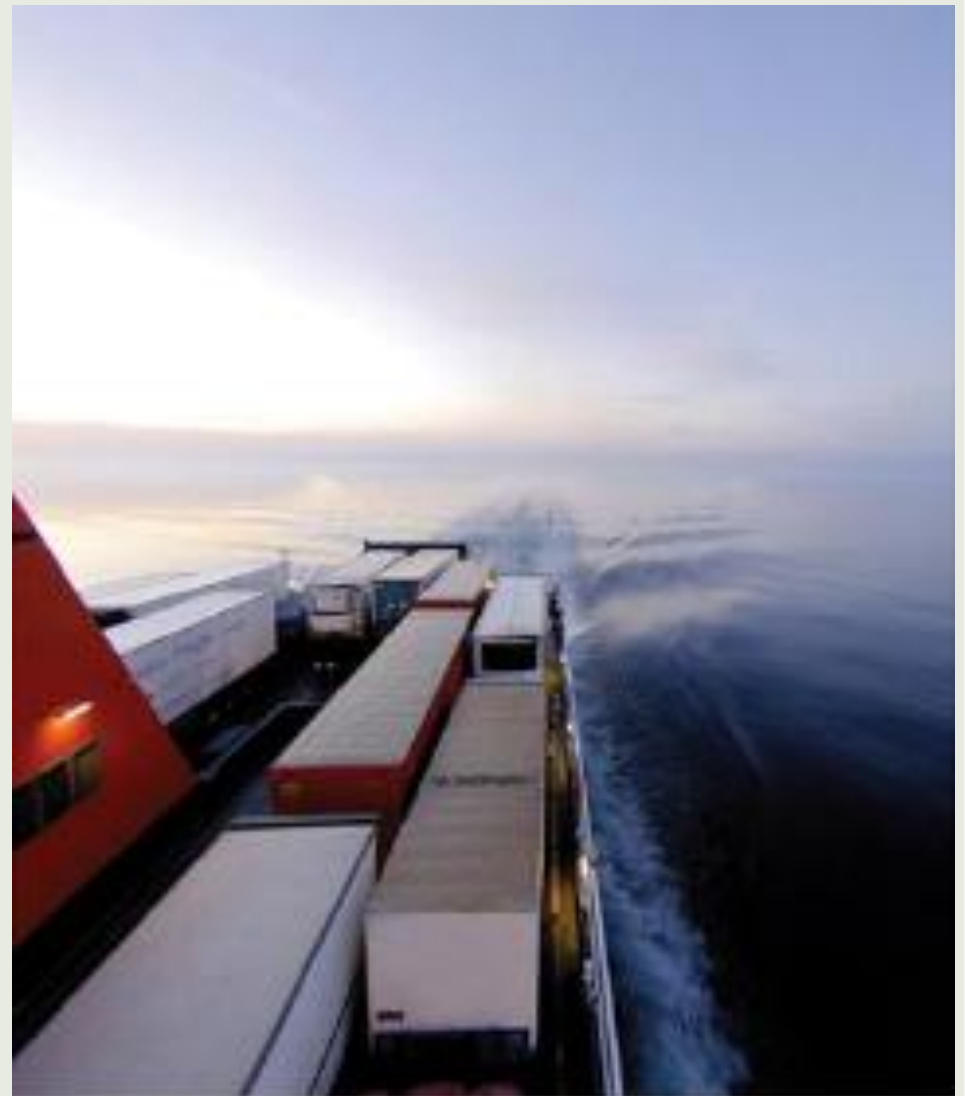
## Electronic commerce (Chapters 3 and 8)

- Rules reflect modern methods of trade by providing for electronic commerce



## Control of goods and transfer of rights (Chapters 9, 10 and 11)

- Codifies international practice
- Sets out rules eg where:
  - consignee does not receive goods
  - negotiable transport document not available
  - transfer of rights is effected



## Jurisdiction and forum selection (Chapters 14 and 15)

- Opt in basis
- NZ stakeholders indicated during previous consultations that would not want to opt in



# Political dynamics



