

Name of the Clause : International Convention for the unification of certain rules relating to the limitation of the liability of owners of sea going vessels.

Subject of the Clause : Self explanatory

Category : International Convention

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Comments :

International Convention for the unification of certain rules relating to the limitation of the liability of owners of sea going vessels.

And Protocol of signature

(Brussels, August 25th, 1924)

The President of the German Republic, the President of the Argentine Republic, etc..

Having recognized the utility of determining by agreement certain uniform rules relating to the limitation of the liability of owners of sea going vessels, have decided to conclude a convention to that effect and have designated their Plenipotentiaries, namely:

(Follow the list of Plenipotentiaries)

Who, duly authorized therefore, have agreed as follows:

Article 1

The liability of the owners of a sea-going vessel is limited to an amount equal to the value of the vessel, the freight, and the accessories of the vessel, in respect of:

1° Compensation due to third parties by reason of damage caused, whether on land or on water, by the acts or faults of the master, crew, pilot, or any other person in the service of the vessel;

2° Compensation due by reason of damage caused either to cargo delivered to the master to be transported, or to any goods and property on board;

3° Obligations arising out of bills of lading;

4° Compensation due by reason of a fault of navigation committed in the execution of a contract;

5° Any obligation to remove the wreck of a sunken vessel, and any obligations connected therewith;

6° Any remuneration for assistance and salvage;

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7° Any contribution of the shipowner in general average

8° Obligations arising out of contracts entered into or transactions carried out by the master, acting within the scope of this authority, away from the vessel's home port, where such contracts or transactions are necessary for the preservation of the vessel or the continuation of the voyage, provided that the necessity is not caused by any insufficiency or deficiency of equipment or sores at the beginning of the voyage.

Provided that, as regards the cases mentioned in Nos 1, 2, 3, 4 and 5 the liability referred in the preceding provisions shall not exceed an aggregate sum equal to 8 pounds sterling per ton of the vessel's tonnage.

Article 2

The limitation of liability laid down in the foregoing Article does not apply;

1° To obligations arising out of acts or faults of the owner of the vessel;

2° to any of the obligations referred to in n°8 or Article 1, when the owner has expressly authorized or ratified such obligations;

3° to obligations on the owner arising out the engagement of the crew and other persons in the service of the vessel. Where the owner or a part owner of the vessel is at the same time the master, he cannot claim limitation of liability for his faults of navigation and the faults of persons in the service of the vessel.

Article 3

An owner who avails himself of the limitation of his liability to the value of the vessel, freight and accessories of the vessel must prove that value.

The valuation of the vessel shall be based upon the condition of the vessel at the points of time hereinafter set out:

1° In cases of collision or others accidents, as regards all claims connected therewith, including contractual claims which have originated up to the time of arrival of the vessel at the first port reached after the accident, and also as regards claims in general average arising out of the accident, the valuation shall be according to the condition of the vessel at the time of her arrival at that first port.

If before that time a fresh accident, distinct from the first accident, has reduced the value of the vessel, any diminution of value so caused shall not be taken into account in considering claims connected with the previous accident.

For accidents occurring during the sojourn of a vessel in port, the valuation shall be according to the condition of the vessel at that port after the accident.

2° If it is a question of claims relating to the cargo, or arising on a bill of lading, not being claims provided for in the preceding paragraphs, the valuation shall be according to the condition of the vessel at the port of destination of the cargo, or at the place where the voyage is broken.

If the cargo is destined to more than one port and the damage is connected with one and the same cause the valuation shall be according to the condition of the vessel at the first of those ports.

3° In all the other cases referred to in Article 1, the valuation shall be according to the condition of the vessel at the end of the voyage.

Article 4

The freight referred to in Article 1, including passage money, is deemed, as respects vessels of every description, to be a lump sum fixed at all events at 10 per cent of the value of the vessel at the commencement of the voyage. That indemnity is due even though no freight be then earned by the vessel.

Article 5

The accessories referred to in Article 1 mean:

1° Compensation of material damage, sustained by the vessel since the beginning of the voyage, and not repaired;

2° General average contributions in respect of material damage sustained by the vessel since the beginning of the voyage, and not repaired.

Payments on policies of insurance, as well as bounties, subventions, and other national subsidies, are not deemed to be accessories.

Article 6

The various claims connected with a single accident, or in respect of which, in the absence of an accident, the value of a vessel is ascertained at a single port, rank with one another against the amount representing the extent of the owner's liability, regard being had to the order of the liens.

In proceedings with respect to the distribution of this sum the decisions given by the competent courts of the contracting States shall be evidence of a claim.

Article 7

Where death or bodily injury is caused by the acts or faults of the captain, crew, pilot, or any other person in the service of the vessel, the owner of the vessel is liable to the victims or their representatives in an amount exceeding the limit of the liability provided for in the preceding Articles up to 8 pounds sterling per ton of the vessel's tonnage. The victims of a single accident or their representatives rank together against the sum constituting the extent of liability.

If the victims or their representatives are not fully compensated by this amount, they rank, as regards the balance of their claims, with the other claimants against the amount's mentioned in the preceding Articles, regard being had to the order of the liens.

The same limitation of liability applies to passengers as respects the carrying vessel but does not apply to the crew or other persons in the service of that vessel whose right of action in the case of death or bodily injury remains governed by the national law of the vessel.

Article 8

Where a vessel is arrested and security is given for an amount equal to the full limit of liability, it shall accrue to the benefit of all creditors whose claims are subject to this limit.

Where the vessel is subsequently again arrested, the court may order its release, if the owner while submitting to the jurisdiction of the court, proves that he has already given security for an amount equal to the full limit of his liability, that the security so given is satisfactory, and that the creditor is assured of receiving the benefit thereof.

If the security is given for a smaller amount or if security is required on several successive occasions, the effect will be regulated by agreement between the parties, or by the court, so as to ensure that the limit of liability be not exceeded.

If different creditors take proceedings before courts of different States, the owner may, before each court, require account to be taken of the whole of the claims and debts so as to ensure that the limit of liability be not exceeded.

The national laws shall determine question of procedure and time limits for the purpose of applying the preceding rules.

Article 9

In the event of any action or proceeding being taken on one of the grounds enumerated in Article 1, the court may, on the application of the owner of the vessel order that proceedings against the property of the owner other than the vessel, its freight and accessories shall be stayed for a period sufficient to permit the sale of the vessel and distribution of the proceeds amongst the creditors.

Article 10

Where the person who operates the vessel without owning it or the principal charterer is liable under one of the heads enumerated in Article 1, the provisions of this Convention are applicable to him.

Article 11

For the purposes of the provisions of this Convention, "tonnage" is calculated as follows:

In the case of steamers and other mechanically propelled vessels, net tonnage, with the addition of the amount deducted from the gross tonnage on account of engine-room space for the purpose of ascertaining the net tonnage;

In the case of sailing vessels, net tonnage.

Article 12

The provisions of this Convention shall be applied in each contracting State in cases in which the ship for which the limit of responsibility is invoked is a national of another contracting State, as well as in any other cases provided for by the national laws.

Nevertheless the principle formulated in the preceding paragraph does not affect the right of the contracting State not to apply the provisions of this Convention in favour of the nationals of a non-contracting State.

Article 13

This convention does not apply to vessels of war, nor to government vessels appropriated exclusively to the public service.

Article 14

Nothing in the foregoing provisions shall be deemed to affect in any way the competence of tribunals modes of procedure, or methods of execution authorized by the national laws.

Article 15

The monetary units mentioned in this Convention mean their gold value.

Those contracting States in which the pound sterling is not a monetary unit reserve to themselves the right of translating the sums indicated in this Convention in terms of pound sterling into terms of their own monetary system in round figures.

The national laws may reserve to the debtor the right of discharging this debt in national currency according to the rate of exchange prevailing at the dates fixed in Article 3.

Article 16

After an interval of not more than two years from the day on which the convention is signed, the Belgian Government shall place itself in communication with the Governments of the High Contracting Parties which have declared themselves prepared to ratify the convention, with a view to deciding whether it shall be put into force. The ratification shall be deposited at Brussels at a date to be fixed by agreement among the said Governments. The first deposit of ratifications shall be recorded in a procès-verbal signed by the representatives of the Powers which take part therein and by the Belgian Minister for Foreign Affairs.

The subsequent deposits of ratifications shall be made by means of a written notification, addressed to the Belgian Government, and accompanied by the instrument of ratification.

A duly certified copy of the procès-verbal relating to the first deposit of ratifications, of the notifications referred to in the previous paragraph, and also of the instruments of ratification accompanying them, shall be immediately sent by the Belgian Government through the diplomatic channel to the powers who have signed this Convention or who have acceded to it. In the cases contemplated in the preceding paragraph the said Government shall inform them at the same time of the time of the date on which it received the notification.

Article 17

Non signatory States may accede to the present Convention whether or not they have been represented at the International Conference at Brussels.

A State which desires to accede shall notify its intention in writing to the Belgian Government, forwarding to it the document of accession, which shall be deposited in the archives of the said Government.

The Belgian Government shall immediately forward to all the States which have signed or acceded to the Convention a duly certified copy of the notification and of the act of accession, mentioning the date on which it received the notification.

Article 18

The High Contracting Parties may at the time of signature, ratification or accession declare their acceptance of the present Convention does not include any or all of the self-governing dominions, or of the colonies, overseas

possessions, protectorates, or territories, under their sovereignty or authority, and they may subsequently accede separately on behalf of an self governing dominions, colony, overseas possessions, protectorates, or territory excluded in their declaration. They may also denounce the Convention in accordance with its provisions in respect of any self governing dominion, or any colony, overseas possessions, protectorates, or territory under their sovereignty or authority.

Article 19

The present convention shall take effect, in the case of the States which have taken part in the first deposit of ratifications, one year after the date of the procès-verbal recording such deposit. As respects the States which ratify subsequently or which accede, and also in cases in which the Convention is subsequently put into effect in accordance with Article 18, it shall take effect six months after the notifications specified in Article 16, paragraph 2, and Article 17, paragraph 2, have been received b the Belgian Government.

Article 20

In the event of one of the contracting States wishing to denounce the present Convention, the denunciation shall be notified in writing to the Belgian Government, which shall immediately communicate a duly certified copy of the notification to all the other States informing them of the date on which it was received.

The denunciation shall only operate in respect of the State which made the notification, and on the expiration of one year after the notification has reached the Belgian Government.

Article 21

Any one of the contracting States shall have the right to call for a fresh conference with a view to considering possible amendments.

A State which would exercise the right should give one year advance notice of its intention to the other States through the Belgian Government, which would make arrangements for convening the conference.

Additional Article

The provisions of Article 5 of the Convention for the unification of certain rules relating to collisions at sea, of September 23, 1910, the operation of which had been put off by virtue of the additional Article of that Convention become applicable in regard to the States bound by this Convention.

Done at Brussels, in a single copy, August 25th, 1924

(Follow the signatures)

Protocol of Signature

In proceeding to the signature of the International Convention for the unification of certain rules relating to the limitation of the liability of owners of sea-going vessels, the undersigned plenipotentiaries adopted the present Protocol which will have the same force and the same value as if the provisions were inserted in the text of the Convention to which it relates:

I The High Contracting Parties reserve themselves the right not to admit the limitation of the liability to the value of the vessel, the accessories and the freight for damages done to works in port, docks and navigable ways and for the cost of removing the wreck, or the right only to ratify the treaty on those points on condition of reciprocity.

It is nevertheless agreed that the limitation of liability under the head of those damages will not exceed eight pounds sterling per ton of the vessel's tonnage, except as regards the cost of removing the wreck.

II The High Contracting Parties reserve themselves the right to decide that the owner of a vessel that is not used for the carriage of persons and measures not more than three hundred tons is liable as to claims arising from death or bodily injuries, in accordance with the provisions of the Convention, but without being occasion to apply to that liability the provisions of paragraph 1 of Article 7.

Done at Brussels, in a single copy, August 25th, 1924

(Follow the signatures)