



Ship Type: All

Trade Area: Venezuela

Bulletin 277 - 12/02 - Political Situation - Venezuela

A number of Members have sought advice regarding the position in Venezuela where, since 2nd December, there has been a general strike, called in opposition to the government of President Chavez. The strike has subsequently impacted on shipping operations, especially in the withdrawal of labour from Venezuelan refineries, ships, terminals, tugs, and pilot services.

Questions have been raised as to the qualifications and experience of some new employees in tug and pilot operations and Members are recommended to exercise caution in having their Masters assess the safety of navigation and operation of ships in the light of all circumstances prevailing at any particular port at any particular time. The Association's correspondents in Venezuela, Messrs. Pandica C.A., may also be consulted.

Members operating tankers that have been ordered to proceed to Venezuelan ports or terminals, or tankers that have arrived in Venezuela and are awaiting berthing instructions, should review their legal position under the charterparty, especially if a particular port or berth might be considered unsafe as a result of the unavailability of appropriately qualified personnel to provide tugs or pilotage services.

Members may need to take formal legal advice based on whatever facts can be established and the particular terms of a charterparty. As always, the Managers will be happy to help Members with general guidance and in the choice of a lawyer. Tanker operators may also find it helpful to visit the website of Intertanko www.intertanko.com where some discussion can be found of potential charterparty consequences of the strike, under both time and voyage charterparties.

Some Members may be considering whether to discharge dry cargoes bound for Venezuelan ports, affected by the strike, at an alternative place (for example, in Colombia). This is unlikely to be considered a deviation that would prejudice Club cover, provided that there is an appropriate liberty clause in the carriage contract and the chosen alternative is reasonable and does not place the cargo needlessly at risk. Members who require advice on whether a particular deviation is reasonable should contact the Managers.

However, Members should bear in mind that under most carriage regimes (including that applicable to claims pursued in Venezuela) carriers are likely to have a continuing obligation to on-carry such cargoes to the place of delivery contemplated in the carriage contract. Members who have any doubt as to their obligation are recommended to seek further advice in the light of their particular bill of lading terms.

The Managers will continue to monitor the situation closely and will provide updated advice on the website as necessary.

Source of Information :- External through Loss Prevention Dept