

The background image shows a wide-angle aerial shot of a coastal region. In the foreground, there's a dark blue triangular area containing the main title text. Beyond this, the landscape features green hills and mountains, a large turquoise-colored body of water, and a small town with buildings along the shore. A yellow diagonal band runs from the top left towards the bottom right, partially obscuring the landscape.

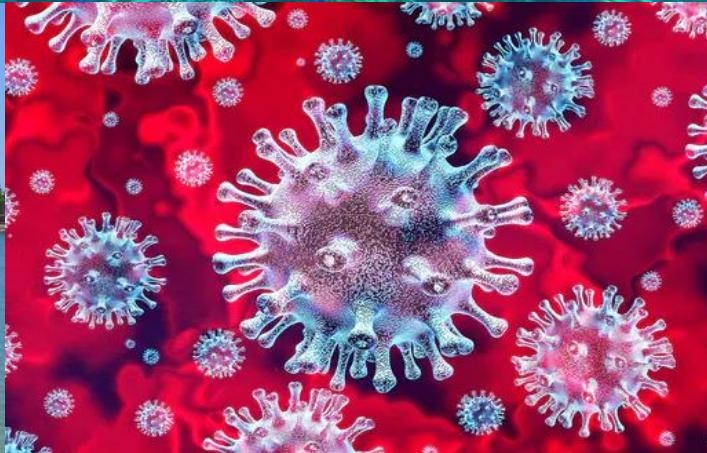
Future Proofing of Marine Environment Protection in a Changing Landscape

ICOPCE Plenary 1

Why is this topic relevant?



**The best scenario is never to
have a spill**



FUTURE PROOFING OF MARINE ENVIRONMENT PROTECTION IN A CHANGING LANDSCAPE



****Oil Spill Response****

The evolving challenge to container vessel spill response

- Larger ships hold more bunkers increasing Worst Case Scenario oil spills
- larger capacity for containers increases potential for greater volume and range of dangerous goods
- Demand for plastics continues to rise, increasing shipment of feedstock (nurdles) and potential for marine pollution
- Increased frequency of extreme weather events
- Wider range of fuels, each requiring a different blend of spill response techniques
- Growing use of Northern Sea Route brings ships in closer proximity to highly sensitive environments
- Growing amounts of shoreline litter amplifies the challenges associated with oiled shoreline cleanup and problematic waste management



Nurdles

- Nurdles are small plastic pellets, the raw material which nearly all plastic goods are made from
 - They attract environmental pollutants
 - They are consumed by marine animals and seabirds
 - An effective response requires the application of proven techniques
 - Time consuming and labor-intensive shoreline response
-
- Prevention is better than the cure!
 - Operation Clean Sweep – Guidance on Plastic Pellet Loss Prevention



MSC CHITRA



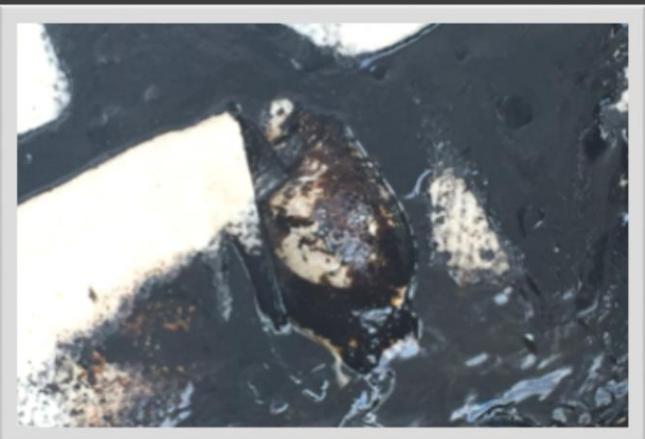
- Over 400 tonnes bunker oil spilled
- 31 containers with declared dangerous goods, 18 had fallen into the sea
- 1 container was broken during salvage resulting in the loss of approximately 2000+ canisters of Aluminium Phosphide



APL Denver

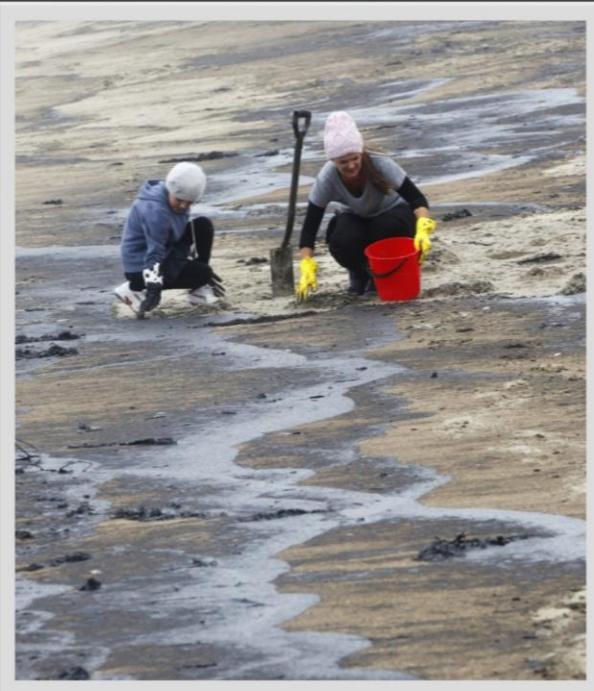
- Approximate release of 300m³
Heavy Fuel Oil cSt 500

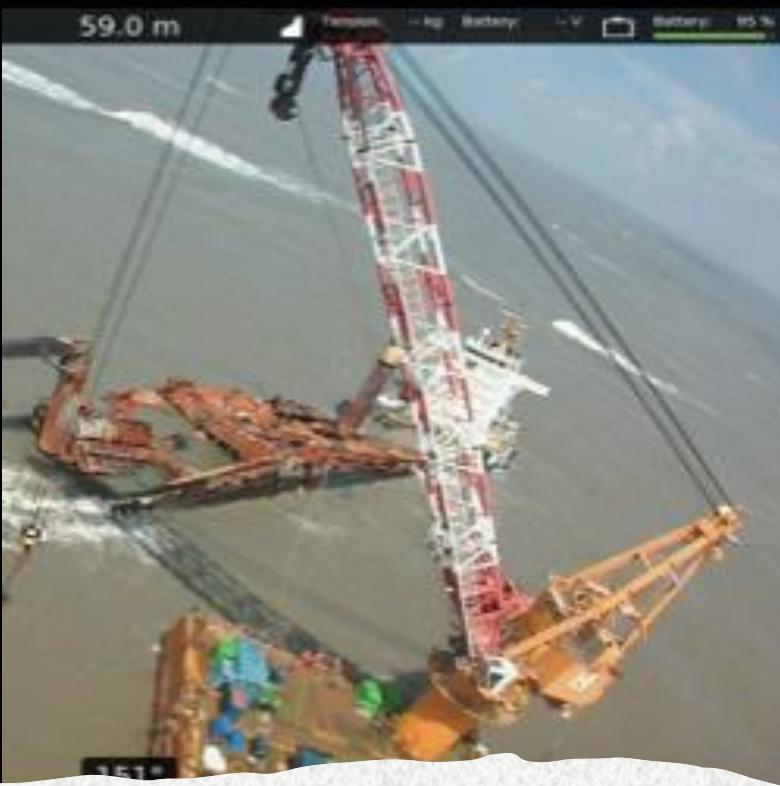
- Viscous fuel oil
- Aquaculture contamination



The MV Rena

- Estimate 100-350 tonnes of bunker oil spilled
- 1,368 containers, eight of which contained hazardous materials.
- Impact of culturally important indigenous shoreline sites
- Sizable wildlife impact
- Significant ad hoc volunteer instigated clean-up



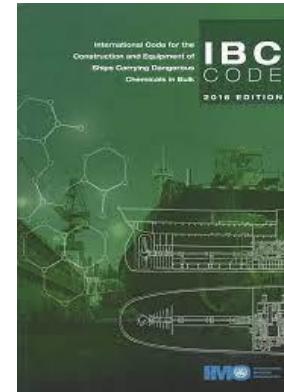
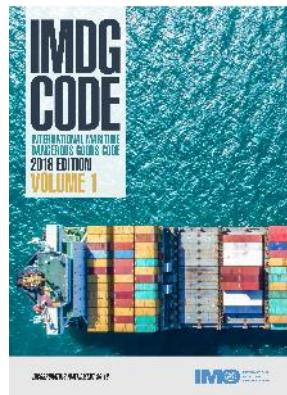
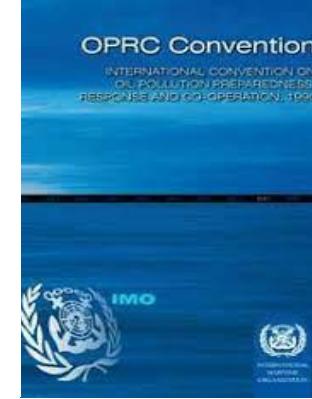
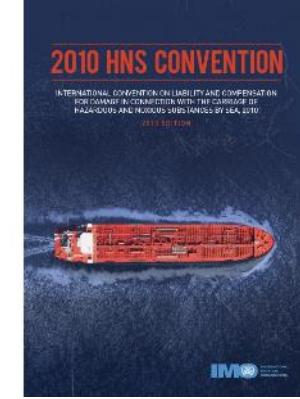
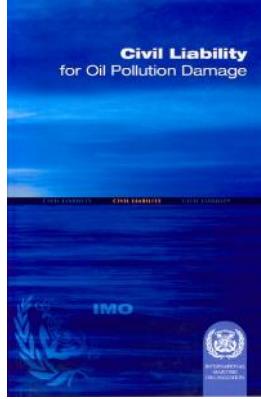
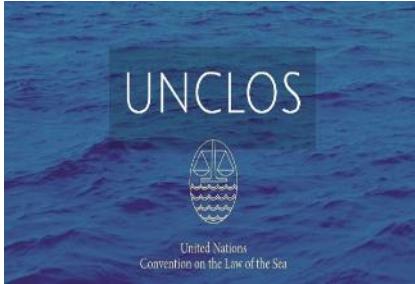


SSL Kolkata

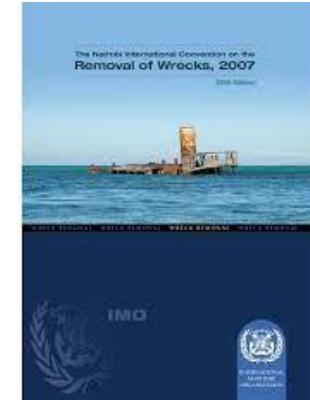
- Explosion in one container led to fire spreading and abandonment of the vessel
- The vessel eventually ran aground

- Proximity to sensitive enlisted UNESCO World Heritage Sites (Sundarbans)
- Rough seas and strong winds hampering response efforts
- Shallow water limiting response/ salvage vessel suitability
- Other health and safety concerns relating to available vessels

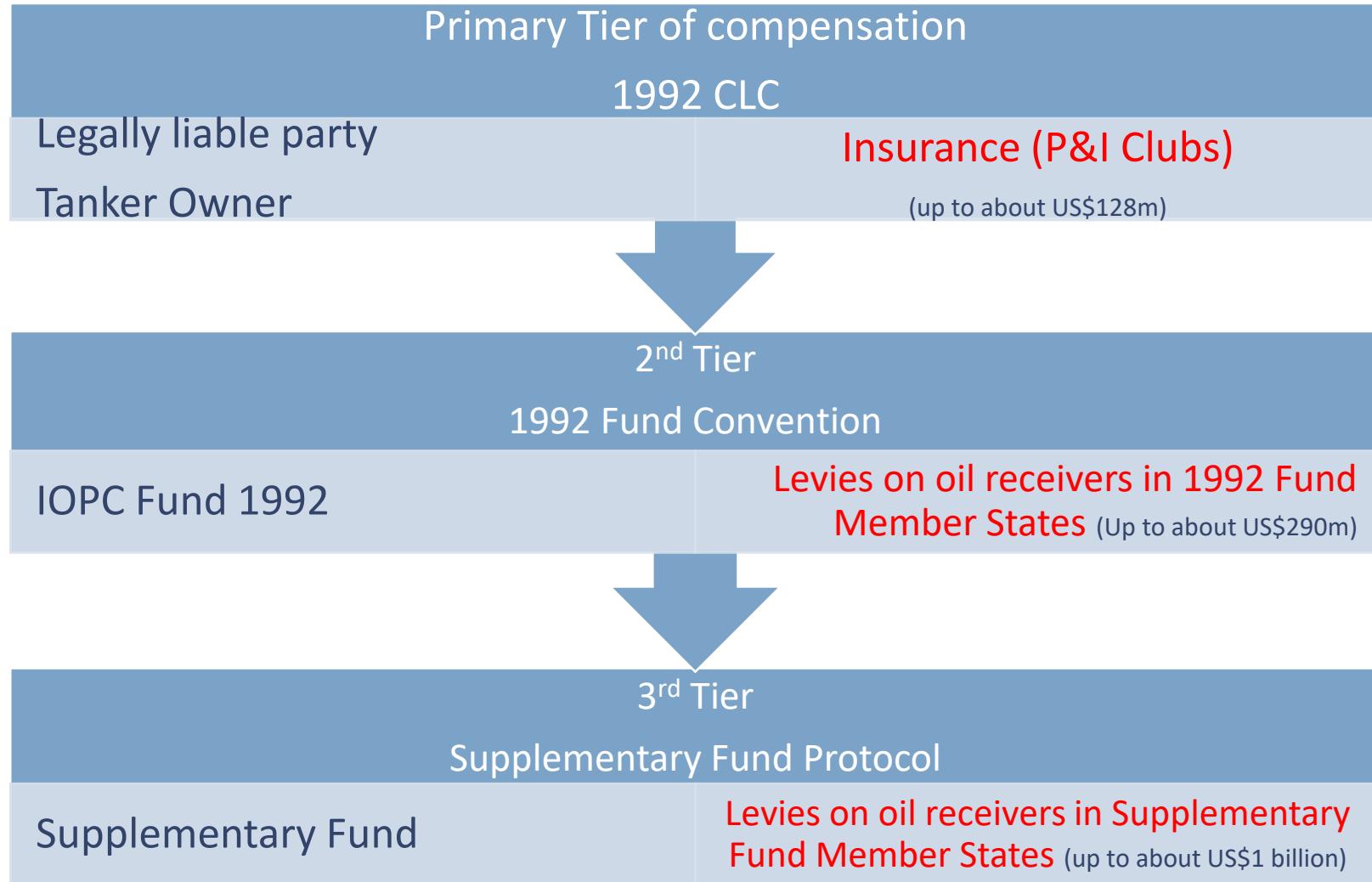
Dealing with oil / chemical spills can be far more complex



Domestic
Legislation



International compensation regime



International compensation regime (cont'd)

STOPIA

- The minimum limit for vessels is increased to SDR 20 million

TOPIA

- Shipowners contribute 50% to claims on the Supplementary Fund

The Bunker convention

- Applies to bunker pollution from all vessels except those to which CLC applies

HNS Convention 1996

- Shipowner liable for first tier claims
- HNS Fund pays 2nd tier to maximum of 250 m SDR

International compensation regime (cont'd)

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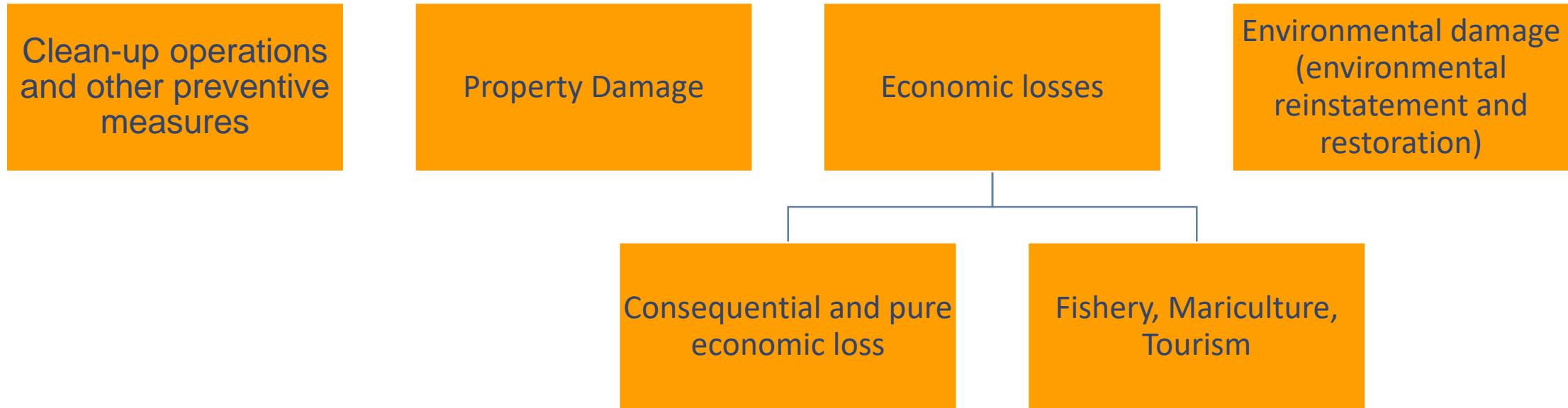
The Bunker convention

- Applies to bunker pollution from all vessels except those to which CLC applies

HNS Convention 1996

- Shipowner liable for first tier claims
- HNS Fund pays 2nd tier to maximum of 250 m SDR

Admissible Claims



Future proofing: Oil/Chemical removal and Spill Response Contract

LOF 2020

LLOYD'S STANDARD FORM OF SALVAGE AGREEMENT

(Approved and Published by the Council of Lloyd's)

NO CURE - NO PAY

| | |
|--|--|
| 1. Name of the salvage Contractors: | 2. Property to be salvaged: The vessel: her cargo freight bunkers stores and any other property therein but excluding the personal effects or baggage of passengers master or crew (referred to in this agreement as "the Contractors") |
| 3. Agreed place of safety: | 4. Agreed currency of any arbitral award and security (if other than United States dollars) |
| 5. Date of this agreement: | 6. Place of agreement |
| 7. Is the Scopus Clause incorporated into this agreement? | State alternative: Yes/No |
| 8. Person signing for and on behalf of the Contractors Signature: | 9. Captain or other person signing for and on behalf of the property protected: Signature: |

A Contractors' basic obligation: The Contractors identified in Box 1 hereby agree to use their best endeavours to save the property specified in Box 2 and to take the property to the place stated in Box 3 to such a place of safety as may be necessary to effect the saving of the property and to do all things necessary to protect the property as to the place where the property is to be taken. The Contractors shall take the property to a place of safety as soon as practicable.

B Environmental protection: While performing the salvage services the Contractors shall also use their best endeavours to prevent or mitigate damage to the environment.

C Scopus Clause: Unless the word "No" in Box 7 has been deleted this agreement shall be deemed to have been made on the basis that the Scopus Clause is not incorporated and forms no part of this agreement. If the word "No" is present in Box 7, it shall not be deemed to have been deleted as a result involving the Scopus Clause within the meaning of sub-clause 2 thereof.

Classification: Unclassified

| SCOPIC CLAUSE | |
|--|--|
| 1. General | |
| This SCOPIC clause is supplementary to any UFGP Form Balance Agreement ("No Cuts, No Pay" ("Main Agreement")) which incorporates the provisions of Article 14 of the International Convention on Salvage 1990 ("Article 14"). The definitions in the Main Agreement are incorporated into this SCOPIC clause. If the SCOPIC clause is inconsistent with any provisions of the Main Agreement or any other document, the provisions of the Main Agreement shall prevail. The parties shall make reasonable provisions to the extent necessary to give business efficacy to the agreement. Subject to the provisions of sub-clause 4 hereof, it is agreed that the SCOPIC clause will be incorporated into the Main Agreement and that the parties shall make reasonable provisions to the extent necessary to give business efficacy to the agreement. Subject to the provisions of sub-clause 4 hereof, it is agreed that the SCOPIC clause will be incorporated into the Main Agreement and that the parties shall make reasonable provisions to the extent necessary to give business efficacy to the agreement. Subject to the provisions of sub-clause 4 hereof, it is agreed that the SCOPIC clause will be incorporated into the Main Agreement and that the parties shall make reasonable provisions to the extent necessary to give business efficacy to the agreement. Subject to the provisions of sub-clause 4 hereof, it is agreed that the SCOPIC clause will be incorporated into the Main Agreement and that the parties shall make reasonable provisions to the extent necessary to give business efficacy to the agreement. Subject to the provisions of sub-clause 4 hereof, it is agreed that the SCOPIC clause will be incorporated into the Main Agreement and that the parties shall make reasonable provisions to the extent necessary to give business efficacy to the agreement. Subject to the provisions of sub-clause 4 hereof, it is agreed that the SCOPIC clause will be incorporated into the Main Agreement and that the parties shall make reasonable provisions to the extent necessary to give business efficacy to the agreement. | |
| 2. Invoking the SCOPIC Clause | |
| The Contractor shall have the option to invoke written notice to the owners of the vessel if the SCOPIC clause will not benefit any party concerned by the performance of the contract, in particular, regardless of whether or not there is a threat of damage to the environment. The assessment of SCOPIC remuneration shall commence from the time the written notice is given to the own- ers of the vessel. The SCOPIC clause will be incorporated into the Main Agreement and the SCOPIC clause at all accordance with Convention Article 13 is incorporated into the Main Agreement ("Article 13"). | |
| 3. Security for SCOPIC Remuneration | |
| (i) The owners of the vessel and shall provide to the Contractor within 2 working days including Statutes and Bonds and full payment of the fees due after receiving written notice from the contractor invoking the SCOPIC clause, a blank guarantee or P&I due letter (hereinafter called "the Initial Security") in a form reasonably acceptable to the Contractor providing for the payment of the SCOPIC remuneration to the Contractor; | |
| (ii) if at any time after the provision of the Initial Security the owners of the vessel reasonably assess the SCOPIC remuneration to be less than the amount of the Initial Security, the owners of the vessel shall provide to the Contractor the amount required by the Contractor to reduce the security to a reasonable sum and the Contractor shall be obliged to do so once a reasonable is had been provided; | |
| (iii) if at any time after the provision of the Initial Security the Contractor reasonably assesses the SCOPIC remuneration to be greater than the amount of the Initial Security, the owners of the vessel shall provide to the Contractor the amount required by the Contractor to increase the security (hereinafter called "the Increased Security") to a reasonable sum and the owners of the vessel shall be entitled to payment of all SCOPIC remuneration due to and including the date of such termination. The assessment of SCOPIC remuneration shall commence from the date the fees set out in Appendix A remain unchanged reasonable time for demobilization after the date of such termination; | |
| 4. Method of calculating by the Contractor | |
| (a) unless otherwise agreed by the parties, the Contractor will not provide the Initial Security within the said 2 working days, the Contractor, at his option, i on giving notice to the owners of the vessel, shall invoke the SCOPIC clause at any time after the provisions of the Main Agreement are incorporated into this SCOPIC clause, and the SCOPIC clause will be incorporated into the Main Agreement PROVIDED THAT the right of this withdrawal may only be exercised if it is at the time of giving the said notice of withdrawal a reasonable sum of money has been paid to the Contractor by the owners of the vessel and the Contractor has been paid in full; | |
| (b) if the right of withdrawal is exercised, the increased Security within 2 working days of the date upon which the reason sum for such Increased Security has been agreed between the Contractor and the owners of the vessel or has been determined by the Arbitrator, the Contractor, at his option, and on giving notice to the owners of the vessel, shall entitlement to payment of all SCOPIC remuneration due to and including the date of such termination. The assessment of SCOPIC remuneration shall commence from the date the fees set out in Appendix A remain unchanged reasonable time for demobilization after the date of such termination; | |
| 5. Tariff Rates | |
| (a) SCOPIC remuneration shall mean the total of the tariff rates of persons; bugs and other craft; portable salvage equipment; out of pocket expenses; and bonus due; | |
| (b) the tariff rates of persons; bugs and other craft; portable salvage equipment shall be calculated as assessed for 4 a time and materials basis in accordance with the Tariff rate set out in Appendix "A". This tariff will apply until reviewed and updated by the Contractor and the owners of the vessel, and the updated tariff rates will be used to calculate SCOPIC remuneration in force at the time the services take place; | |
| (c) Out of pocket expenses shall mean the cost of any expense incurred by the Contractor in the performance of any third party and in particular includes the hire of men, bugs, other craft as required and other expenses reasonably necessary for the operation; | |
| (d) They will be agreed at cost, PROVIDED THAT: | |
| (i) the amount due will be calculated on the tariff rates set out in Appendix "A" regardless of the actual cost; | |
| (ii) the amount due will be calculated on the tariff rates set out in Appendix "A" if the actual cost is greater than the rates as referred to in Appendix "A"; the actual cost will be paid, subject to the Special Casualty Reserve, if the actual cost is less than the rates as referred to in Appendix "A"; the Contractor will be entitled to the difference between the actual cost and the rates as referred to in Appendix "A" if the actual cost is greater than the rates as referred to in Appendix "A"; the Contractor will be entitled to the difference between the actual cost and the rates as referred to in Appendix "A"; the Contractor will be entitled to a bonus which shall be reduced in total by 10% of the tariff cost of each men, bugs, other craft and equipment plus 10% of the cost of; | |
| (iii) the tariff will be calculated on the rates set out in Appendix "A" regardless of the actual cost; | |
| (iv) in addition to the rates and costs and any of paid expenses, the Contractor shall be entitled to a bonus of one-half of the tariff cost of each men, bugs, other craft and equipment plus 10% of the cost of; | |
| (v) the tariff will be calculated on the rates set out in Appendix "A" regardless of the actual cost; | |
| (vi) the tariff will be calculated on the rates set out in Appendix "A" regardless of the actual cost; | |

| WRECKHIRE 2010 | | | | | | | | | |
|--|------------------------|-------------------------|--|------------------|------------------------|-----------------------|-----|----------------|-----|
| INTERNATIONAL WRECK REMOVAL AND MARINE SERVICES AGREEMENT (DAILY HIRE) | | | | | | | | | |
| PART I | | | | | | | | | |
| 1. Place and Date of Agreement | | | | | | | | | |
| 2. Contractor/Place of Business (Cl. 1) | | | | | | | | | |
| 3. Company/Place of Business (Cl. 1) | | | | | | | | | |
| 4. Vessel Specifications (Cl. 1, 2, 4) <table border="0"> <tr> <td>(i) Name</td> <td>(ii) Flag</td> </tr> <tr> <td>(iii) IMO Number</td> <td>(iv) Place of Registry</td> </tr> <tr> <td>(v) Length/Beam/Depth</td> <td>/ /</td> </tr> <tr> <td>(vi) GT/NT/DWT</td> <td>/ /</td> </tr> </table> | | (i) Name | (ii) Flag | (iii) IMO Number | (iv) Place of Registry | (v) Length/Beam/Depth | / / | (vi) GT/NT/DWT | / / |
| (i) Name | (ii) Flag | | | | | | | | |
| (iii) IMO Number | (iv) Place of Registry | | | | | | | | |
| (v) Length/Beam/Depth | / / | | | | | | | | |
| (vi) GT/NT/DWT | / / | | | | | | | | |
| (ix) P&I Club/Insurer(Cl. 23 (b)) | | | | | | | | | |
| (x) Any other Vessel details relevant to this Agreement | | | | | | | | | |
| 5. Condition of Vessel (Cl. 2, 4) | | | | | | | | | |
| 6. Position of Vessel and Condition of Worksite (Cl. 1, 2, 4) | | | | | | | | | |
| 7. Nature of Services (Cl. 1, 2, 4, 10(c)) <p style="text-align: right;"><i>Sample</i></p> <table border="0"> <tr> <td>(i) Nature of services:</td> </tr> <tr> <td>(ii) Compliance with orders of competent authorities (state party to obtain confirmation):</td> </tr> </table> | | (i) Nature of services: | (ii) Compliance with orders of competent authorities (state party to obtain confirmation): | | | | | | |
| (i) Nature of services: | | | | | | | | | |
| (ii) Compliance with orders of competent authorities (state party to obtain confirmation): | | | | | | | | | |
| 8. Place of Delivery and/or Disposal of Vessel (Cl. 9(a), 9(c), 12) | | | | | | | | | |
| 9. Extra costs of disposal of Vessel (Cl. 14) | | | | | | | | | |
| 10. Bonus payment/Reduced hire (Cl. 11, 12) | | | | | | | | | |
| 11. Cancellation (Cl. 15) | | | | | | | | | |
| 12. Force Majeure (Cl. 16) | | | | | | | | | |
| 13. Limitation of Liability (Cl. 17) | | | | | | | | | |
| 14. General Terms and Conditions (Cl. 18) | | | | | | | | | |
| 15. Dispute Resolution (Cl. 19) | | | | | | | | | |
| 16. Miscellaneous (Cl. 20) | | | | | | | | | |
| 17. Signature (Cl. 21) | | | | | | | | | |

| | | |
|--|---|--------------------------------------|
| 1. Place and Date of Agreement | | |
| 2. Contractor/Place of Business (Cl. 1) | | 3. Company/Place of Business (Cl. 1) |
| 4. Vessel Specifications (Cl. 1, 2, 4) | | |
| (i) Name | (ii) Flag | |
| (iii) IMO Number | (iv) Place of Registry | |
| (v) Length/Beam/Depth | / | / |
| (vi) GT/NT/DWT | / | / |
| (vii) P&I Club/Insurer (Cl. 19(b)) | (viii) Details and Nature of Cargo | |
| | (x) Any other Vessel details relevant to this Agreement | |
| 5. Condition of Vessel (Cl. 2, 4) | 6. Position of Vessel and Condition of Worksite (Cl. 1, 2, 4) | |
| 7. Nature of Services (Cl. 1, 2, 4, 9(a)) | 8. Place of Delivery and/or Disposal of Vessel (Cl. 8(a), 8(b), 8(e)) | |
| (i) Nature of services: (ii) Compliance with orders of competent authorities (state party to obtain confirmation): | | |
| 9. Payments (Cl. 4, 9(a)) Fixed Price (in figures and words) | 10. Payment Details (Cl. 9(c)) (i) Currency (ii) Bank (iii) Address (iv) Account Number (v) Reference Number | |

| | | | |
|--|--|--|--|
|   BIMCO <small>INTERNATIONAL SPILL CONTROL ORGANIZATION</small> | | <h1>RESPONSECON</h1> <small>INTERNATIONAL SPILL RESPONSE CONTRACT</small> | |
| <small>(FOR USE OUTSIDE THE UNITED STATES OF AMERICA)</small> | | | |
| 1. Place and date of Contract | | 2. Date of commencement of services/mobilisation | |
| 3. Requesting Party/place of business (full style, address, email and fax no.) | | 4. Contractor/place of business (full style, address, email and fax no.) | |
| 5. This is a contract for | | 6. Nature of services/scope of work (see Annex A) | |
| <input type="checkbox"/> (a) Equipment and Personnel services <input type="checkbox"/> (b) Equipment hire only* | | <small>*If option (b) is chosen, Clause 6, Subclause 7(b)(vi) and Subclause 8(e) will apply.</small> | |
| 7. Personnel rates (see Annex B) | | 8. Equipment rates and particulars (see Annex C) | |
| 9. Basis of hire (daily rate) | | 10. Frequency of invoicing | |
| 11. Payment details | | 12. Expedited payment amount | |
| <small>Currency: Bank: Address:</small> | | | |
| <small>Account Number: Account Name: IBAN: BIC/Swift:</small> | | 13. Interest rate | |
| 14. Dispute Resolution Clause (state alternative 15(a), (b) or (c); if (b) is agreed, state Singapore or English law; if (c) is agreed, state governing law and place of arbitration) | | | |
| 15. Additional clauses | | | |
| <p>It is mutually agreed that this Contract shall be performed subject to the conditions contained herein consisting of Part I, Part II, additional clauses stated in Box 15, if any, and, when they have been agreed, Annexes A, B and C. In the event of a conflict of conditions, the provisions of Part I and any additional clauses shall prevail over those of Part II and Annexes A, B and C to the extent of such conflict but no further.</p> | | | |
| Signature and company stamp (Requesting Party) | | Signature and company stamp (Contractor) | |

Pandemic induced ramifications on contractual performance

Any other reason outside party's reasonable control

What reasonable steps the parties could have taken



Break for panel discussion

Thank you

Captain Binoy Dubey

Admiralty Manager & Solicitor (England & Wales)
D +65 6305 9088
T +65 9067 9425E
Binoy.Dubey@incisivelaw.com

Office

Incisive Law LLC
5 Shenton Way, #19-01 UIC Building
Singapore 068808
T +65 6505 0160
F +65 6505 0161

www.incisivelaw.com

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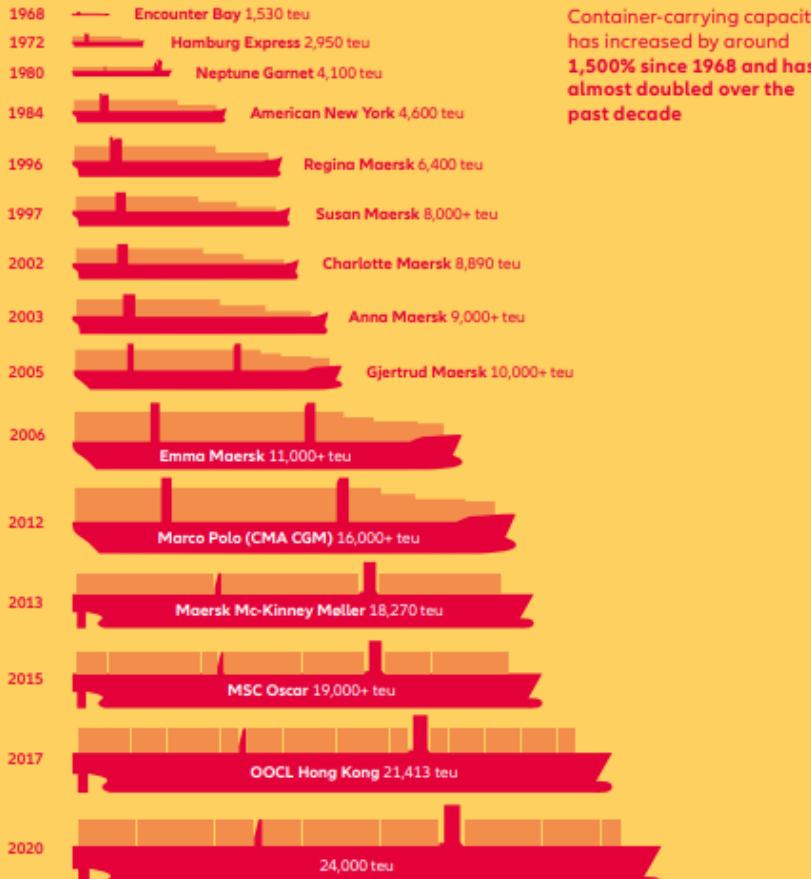
Incisivelaw.com

History of Container Vessels



Allianz Global, Safety and Shipping Review 2020

50 YEARS OF CONTAINER SHIP GROWTH



Container-carrying capacity has increased by around 1,500% since 1968 and has almost doubled over the past decade

1,500%
Increase in container-carrying capacity in 50 years

The size of container ships has increased exponentially over the past 50 years.

Vessels have almost tripled in size, while capacity has increased from around 1,500 teu in 1970 to more than 24,000 teu today.

In contrast, crew numbers have decreased by around a quarter while the average number of firefighting hoses has only increased from one to two

Infamous Container Vessel Fires



Containership Fires

Gard, 3 Nov 2020, Allianz Global, Safety and Shipping Review 2020



There has been no shortage of smaller fires, near misses on-board and fires occurring in containers within terminal areas. Swift action from the crew, but also some good fortune can be the difference between a small fire and a large-scale casualty. Statistics suggest that the frequency of fires emerging from containerized cargo is not going down. On average there has been roughly one fire every two weeks in 2020, with a major container fire occurring on average every 60 days.

Nine major container ship fires were reported in 2019. By comparison, despite an overall fall in casualties in the first half of 2020, 10 such incidents were reported

The most frequent source of cargo-related fires is still self-heating in charcoal. In second place are various kinds of dangerous chemicals which remain problematic due to inadequate or incorrect packing and incorrect cargo information being declared in the booking process. Third are batteries.

About 10% of laden containers or 5.4 million containers being shipped annually are estimated to contain declared dangerous goods

Major incidents like the fires on the Maersk Honam and Yantian Express have shown crew are often not able to respond quickly and safely enough to a fire.

Fire and smoke detectors are typically too slow to react, meaning fires are often too advanced to send people to the scene.

Containership Fires



The flag state incident report into the 2019 fire on the Yantian Express found the fire was only detected after two containers were already fully ablaze.

Present rules and regulations, which are setting the standard for fire safety on board container ships have not developed at the same speed as vessel size.

Mis-declaration of such dangerous goods make it impossible for shipping lines and vessel planners to control where the containers are stowed on-board. This may expose dangerous goods to heat sources and make fire detection and firefighting difficult. Shippers and manufacturers are in theory liable for damages caused by such errors but enforcing recourse claims against them often proves to be difficult in practice.

“A study by the National Cargo Bureau (NCB) found most containers it inspected had issues with mis-declared or improperly stowed cargo. Of the 500 containers inspected, 55% failed with one or more deficiencies (69% of import containers containing dangerous goods failed and 38% of export containers with dangerous goods failed), including the way cargo was secured, labelled or declared. The sample illustrates the extent and magnitude of the problem of mis-declared cargo, according to Andrew Kinsey, Senior Marine Risk Consultant at AGCS.

“The NCB analysis of cargo inspections makes for somber reading to say the least. In fact, the findings are frankly shocking. We know cargo mis-declaration is a problem, now we have empirical data that shows the true extent of the situation,” says Kinsey.

Limitations in onboard Fire Fighting Capabilities



MSC. 365(93), Regulation II-2/10.7.3 –

Amendment of fire fighting for new ships(built after 1 Jan 2016) designed to carry containers on or above the weather deck requires:

- At least one **water mist lance**
- Ships able to carry **five or more tiers of containers** above the weather deck must have **mobile water monitors**, min 2 or 4 dependent on ship's breadth under or over 30 m

These requirements though enforced for the New Ships are still lacking as far as the practicality of usage onboard Container Vessels where the size and height of tiers has increased exponentially.





Recommendations to improve Fire Detection and Fire Fighting Capabilities onboard



8 practical measures prioritised:

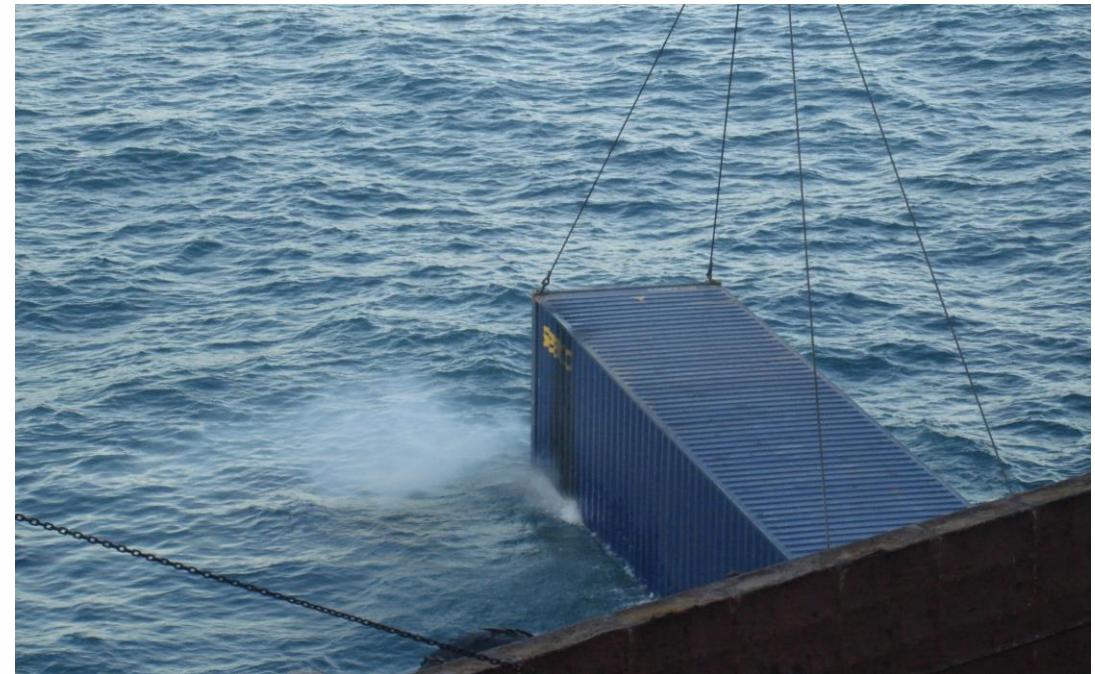
- Water screens between container bays
- Water screens between the Cargo Bays and Accommodation Areas both Forward and Aft.
- Water monitors between container bays (with height accessibility)
- Water film for hatch cover under the container stacks
- Mobile water monitors
- Water mist lance
- Under Deck Detection including temperature monitoring plus water connection at each container containing dangerous goods
- Fire insulation for deck house

The best practical solution Fighting a fire on container ships is to avoid the spread to the adjacent areas, thereby depriving it of combustible material. This can best be achieved using water curtains and boundary cooling.

Limited Shore Capabilities on Fire Fighting

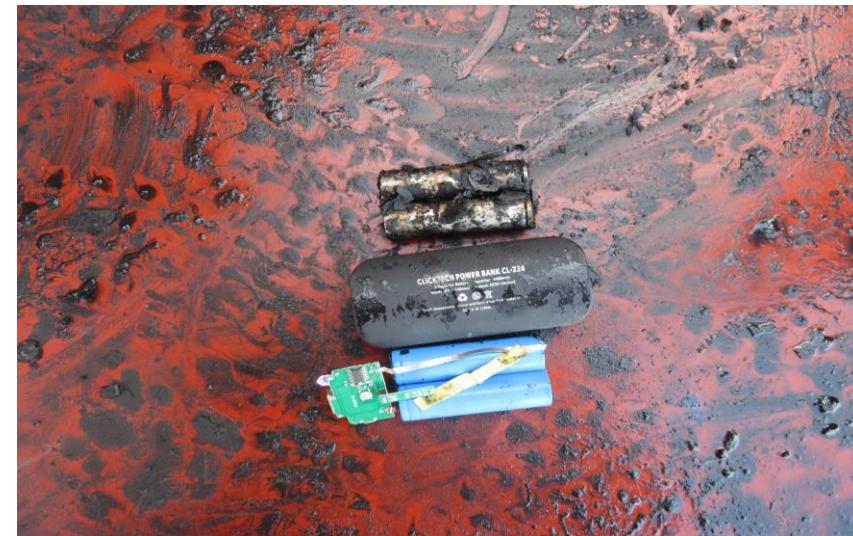
As noted on various occasions over the years, shore teams/ports are not yet well equipped or sufficiently trained to fight fires onboard container vessels.

Below pics from an Actual Incident where a Undeclared cargo of Lithium Ion Battery Packs caught fire in the Cargo Hold



Limited Shore Capabilities on Fire Fighting

- The vessel was allowed to enter port and the Shore Fire Fighting Cutter was alongside within a Short Span of time.
- Ironically, the shore team refused to enter the cargo holds in Full Gear as CO₂ had been Released, even after hatch covers were opened but as you may note from the initial photographs the stevedores from the Shore Barge entered the Hold once the covers were opened and the atmosphere tested to sling on the containers which needed to be moved out to access the container on fire.
- The Shore team were not equipped to douse a fire from within the Container.
- The Container was finally opened and accessed only after one of the Owners representatives physically opened the same in Full Gear to allow access to the contents. The Ships fire fighting team, then commenced fire fighting which was later taken over by the shore team



- Knowledge of the Fire Fighting Procedures for the high number of Dangerous goods carried onboard further aggravates the situation at hand.
- E.g. Sea Water is used in almost all cases causes further reactions with certain chemicals and further enhances the fire, corrosion etc. as compared to smothering it.

As the Fire Spreads on a Container vessels the mix of goods onboard makes it harder to control, this has been seen Historically and we still need to Learn and implement the Preventive Actions from the past incidents.