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## DRY CARGO GUIDANCE

### 1. GENERAL

The Master must ensure that the vessel is maintained in a seaworthy condition at all times in accordance with its operational requirements. His overriding obligation remains at all times to protect the lives of personnel on board, and to ensure the safety of the vessel. In addition, he is responsible to International and Local Authorities for compliance with regulations, including the prevention of pollution, and care for the health and usual needs of the ship's staff, as per their agreement of employment. The commercial contracts entered into by the Owner require him to preserve and care for the cargo on board, and to carry it safely and with reasonable dispatch. Thereafter, the Master has to use his best judgement to ensure the optimum performance of the ship, whilst complying with the various commercial contracts to which he or the Owner is a party.

On a voyage, the Master must do what is necessary to carry out the Contract of Carriage, and to take care of the cargoes entrusted to him. The Master is the Owner's representative in providing the 'Necessaries' for the voyage which, under the charter, are to be provided by the Owner.

Unless the Charter Party expressly provides otherwise, the Master should proceed by the usual and well-planned route, without unjustifiable departure or any unreasonable delay. Leaving the planned route will however be justifiable if done to save life, in response to ships in distress or other essential reason, such as to carry out an urgent repair of immediate nature, or to avoid perils.

In some cases, the Charter Party may expressly allow deviation for the purpose of bunkering, but such deviation will incur 'off hire', and should only be carried out on the instructions of the Company.

### 2. INTERRUPTION TO THE VOYAGE

Whether under Time or Voyage Charter, interruptions to the voyage due to failure of the vessel to perform due to her equipment or her personnel will be very costly to the ship owner. The means by which the ship owner is required to bear the cost of the failure may vary from one charter to another, but the conclusion to be drawn is the same. The vessel's Master and Officers should make every effort to ensure that no avoidable failures are allowed to occur.

### 3. COMPLIANCE WITH REGULATIONS

The Master is to ensure that the vessel complies with all applicable International, National, Local and Flag Administration regulations.

## 4. DOCUMENTATION

For Owners and the Company to successfully defend a claim, they must prove that they and their servants have at all times exercised due diligence in the management and operation of the vessel. This can only be achieved by comprehensive and accurate documentation in the form of the vessel's records.

In the event of any enquiry, claim or litigation, the evidence of the Master and his Officers supported by accurate documentation provides effective credibility in court. As there may be a substantial time lapse between the time of cargo completion and the time that a claim is lodged, it is vital that ship's records are systematically maintained for future ship staff to assimilate the information required for the defence of a claim. Documentation relating to a particular voyage must be maintained together as a Voyage Record.

Examples of the documentation to maintain are:

- Properly maintained Logbooks that accurately record daily operations and all incidents affecting the vessel.
- Accurate and detailed Movement Logs for all periods of manoeuvring including emergency situations, periods of heavy weather, arrivals, departures, shifts, transits, etc.
- A Sounding Book, supported by a Bilge/Ballast Pumping Book.
- Cargo Hold/Tank condition records prior to the loading of cargo.
- Records of inspection and testing of hatch covers at the commencement of each voyage.
- Records of regular inspection and testing of bilges/tanks suction between cargoes.
- Detailed records of maintenance of all cargo handling equipment
- Copies of all documents relating to cargoes loaded, e.g.,
  - i. Mate's Receipts
  - ii. Bills of Lading
  - iii. Tally Sheets
  - iv. Hold Condition Reports/Surveys
  - v. Draft Surveys
  - vi. Daily Time Sheets
  - vii. Letters of Notice/Protest/Agreement
  - viii. Heavy Weather Records and Protests if any
  - ix. Stevedore Damage Reports
  - x. Statement of Facts
  - xi. Stevedores Work Records

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- xii. Out-turn Reports.
- xiii. Shipper's Declaration of bulk cargo (where applicable)

**Note:** The above list though not comprehensive is designed to serve as a basic guideline.

## 5. DOCUMENTATION / CERTIFICATION

The Master is the Owner's appointed representative onboard and it is his responsibility to ensure that the Owner's interests are protected at all times.

The Master must always remember that any document/invoice bearing his signature obligates the Owner to meet the expense or liability covered. It is therefore of utmost importance that the Master carefully reads all documents presented, to confirm the accuracy and validity of the contents prior to signing.

In the event of any discrepancies the document must either be:

- Corrected and the correction initialled by the presenter.
- Renewed and the original destroyed.
- Endorsed to reflect the true position.

The Master must ensure that all Officers are aware of the importance of reading and confirming the accuracy of all documents presented to them for signature as it is very difficult for Owners to reject any claim or invoice supported by an Officer's signature.

Particular care must be exercised when signing Mates' Receipts, Bills of Lading, Exception Lists, Notices of Liability, Time sheets, etc.

The rules to apply are:

- Check every document before signing.
- Ensure Log Books, Port Logs, Voyage Reports, Engine Reports and Statement of Facts are compatible, and that documents presented tally with the ship's records.
- When in doubt contact the Company for advice prior to signing.

## 6. BILLS OF LADING (B/L'S)

In signing a Bill of Lading, the Master (or his authorised agent) assumes, on behalf of the carrier, all the rights and responsibilities under law for the safe carriage and delivery of the goods loaded.

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The Master as the Owner's appointed representative must ensure that the Owner's rights are fully protected at all times. This objective can only be achieved by ensuring that Bills of Lading reflect the "actual quantity and condition of the goods" and are accurate in all respects.

In all cases of doubt, suspicion or problems the Company is to be contacted.

## **7. FUNCTION OF A BILL OF LADING**

A Bill of Lading is a document which has three distinct but overlapping functions. It serves as,

- A receipt for the goods loaded.
- A document of Title.
- Evidence of the Contract of Carriage.

## **8. OWNER'S RESPONSIBILITY**

It must always be remembered that regardless of the number of Charterers or Sub Charterers between the Owner and the cargo, nothing can dilute the Owner's responsibilities.

## **9. RECEIPT AND NEGOTIABILITY**

The Bill of Lading is a receipt for goods loaded and a negotiable document of title. As such, the Bill of Lading must fully and truly describe the quantity and condition of the goods.

Any bill of lading which contains a false description of the quantity or condition of the goods will lay the master/owners open to a charge of "fraud".

## **10. LIMITATION OF LIABILITY (COGSA, HAGUE RULES)**

Bills of Lading must contain a form of Carriage of Goods by Sea Act or Hague Rules in order to limit the Owner's liability in cases of cargo damage.

## **11. GUIDANCE TO THE MASTER IN DEALING WITH B/L'S**

### **DO**

- Ensure the Bill of Lading has been correctly prepared and contains true and accurate statements of the following:
  - i. Cargo Quantity

- ii. Description and condition of cargo
  - iii. Date of completion of shipment
  - iv. Terms and conditions
  - v. Payment of freight
  - vi. Description of voyage.
- Ensure the Bill of Lading presented for signature is on the proper or agreed form.
  - Take care to read the Charter Party and seek advice if the Shipper insists on having more than one set of Bills of Lading for a bulk cargo shipped in several holds.
  - If hatchwise Bills of Lading for a shipment of bulk cargo have to be issued, ensure to clearly provide in them the possible discrepancy in distribution of quantity by words such as "any excess in the out turn of one hold shall be off-set against any shortage in the other".
  - Endorse any demurrage and/or deadfreight claim on the Bill of Lading.
  - Note protest and inform Owners if Shipper does not present Bills of Lading within a reasonable time of the goods having been shipped irrespective of whether the vessel is on despatch or demurrage, and even if the goods and the ship in the meantime have been lost through a mishap.
  - Ensure there is no fraud involved.
  - If a clean Bill of Lading has wrongly or fraudulently been issued, sign protests immediately and have the endorsee made aware of the protests before he collects the Bill of Lading.
  - If an incorrectly prepared Bill of Lading is presented, the Master must endeavour to obtain advice from the Owners/Charterers and the Company. In the event that advice is unavailable, the Master must take the following courses of action:
    - i. Delete whatever is incorrect, insert the correction and initial the amendment.
    - ii. Endorse the Bill of Lading as appropriate.
    - iii. Refuse to sign it but pass it to the Agents with appropriate instructions in writing.
    - iv. Tear it up and issue his own Bill of Lading. For this course of action it is recommended that a recognised form of Bill of Lading be used.
  - Report immediately to the Owners and the Company when any request is made by the charterers, Shippers, Consignees or other parties for changes to a Bill of Lading such as Discharge port, Consignee, Notifying party etc.
  - Report immediately to the Owners and the Company if there are any irregularities when dealing with Bills of Lading.
  - If the three Bills of Lading are not stamped "Original" and "Duplicate" appropriately, the following is to be inserted, "One of these Bills of Lading being accomplished, the others shall stand void".

- The difference between a "Shipped" and a "Received for Shipment" Bill of Lading must be borne in mind.
- Ensure that the destination of a chartered ship is agreed and known before signing a Bill of Lading.

#### DO NOT

- Sign more than one set of Bills of Lading for the same cargo.
- Sign wrongly dated Bills of Lading.
- Sign clean Bills of Lading for goods shipped in a damaged condition.
- Sign Bills of Lading for goods not actually shipped.
- Carry goods "freight free".
- Participate or agree on freight payment to anyone other than the ship Owner or the party authorised by him.
- Act beyond your ordinary authority and the express authority of the Owners.
- Sign a Bill of Lading in different terms to that of the Charter Party.
- Accept representation in a Bill of Lading of the quality of the goods shipped (especially without actually having carried out internal examination of the goods).
- Sign a Bill of Lading by which freight is payable in advance to the Charterer.
- Sign a freight prepaid Bill of Lading without making certain that the freight has in fact been paid.
- Sign a Bill of Lading by which freight is payable to the Owner at the port of discharge.
- Sign a Bill of Lading which may cause the Owner to lose his claim for demurrage.
- Agree to insert the conclusive evidence quantity clause in a Bill of Lading unless accurate tally has been taken when goods are delivered to the vessel.
- Agree to sign a Bill of Lading clean in exchange for a Letter of Indemnity or a Back Letter, unless specifically instructed by the Owners.
- Allow a Bill of Lading to be for conclusive quantity and weight, unless you intend to make it so.
- [Cargo carried on deck are to be claused "carried on deck at shippers risk"<sup>1</sup>.](#)
- Delay signing the Bills of Lading beyond a reasonable time of being presented (if all details are correct).
- Refuse to sign the Bills of Lading for a particular parcel separately from the Bills of Lading covering the remainder of the cargo.

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<sup>1</sup> W 07 / 2024

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Abuse your right of inserting marginal clauses in Bills of Lading, by inserting them in an unfair or indiscriminate manner. Insert them only where necessary, suitably framed to describe pre- shipment condition of the goods and validity in law.

The Master is to use his judgement when complying with some of the above points, giving due consideration to the requirements of the vessel's Owners/ Charterers/ Operators/ Managers.

## 12. MATES RECEIPTS

Bills of Lading are prepared from information provided in the "Mate's Receipt" signed by the Master or Chief Officer. It is therefore vital that:

- The information in the Mate's Receipt is correct and describes the "Actual Condition" of the goods at the time of loading.
- The information in the Mate's Receipt is transferred to the Bill of Lading.

## 13. EXCEPTION LIST

In cases where an exception list may need to be issued in lieu of endorsements on a Bill of Lading, the Company is to be contacted immediately.

This practice must only be followed if written instructions have been received from the owner.

## 14. STATEMENT OF FACTS (S.O.F.)

These are important documents in resolving disputes. The Master must:

- Always check a Statement of Fact against the ship's Logbook.
- Endeavour to have any discrepancies in the Statement of Facts (times etc.) changed to the time recorded in ship's Logbook. If this is not possible, the Master is to endorse and number the discrepancies in the Statement of Facts and sign such endorsements.
- Ensure that the activities recorded have a commencement and completion time to enable it to be constructed as a simple bar chart to show graphically how all the incidents/ activities relate.
- Blank SOF will not be signed under any circumstances. There might be circumstances where SOF may be presented with the final details not entered due to time restraints. In such a case, if the SOF is signed, it shall be claused as follows:

“Signed without prejudice subject to verification of completed document.



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## 15. AUTHORISATION TO AGENTS

If required by Charterers within the terms of a Charter Party to authorise agents to sign Bills of Lading on his behalf, the Master must:

- Ensure that the requirement is in writing.
- Issue authority to Agents in writing.

Who to issue a LOA to - (Charterers / Sub Charterers)

The Letter of Authority to sign the B/L will always have to be issued to the Agent authorised by the Charterer with whom Owners have entered into a C/P Agreement. Where the Charterer sub-lets the vessel to a Sub-Charterer, the Letter of Authority will still be addressed to the Charterer (Main or Head Charterer) with whom the Owners have entered into charter, as the Owners are not a party to the Agreement between the Charterer (Main or Head Charterer) and the Sub-Charterer.

The copies of the above Letter of Authority should however be marked to the Sub-Charterer's, to the Agents issuing the B/L and to DSCL.

When Charterer advises Master of sub-letting the vessel, the Master has to request Main Charterer to issue express consent for issuance of the LOA to the Agent indicated in the Sub-Charterers instructions.

## 16. RELEASE AND DELIVERY OF CARGO

Before the cargo is delivered, the Master must receive confirmation in writing that the Bills of Lading have been presented to the Agents, and that the person claiming title is entitled to the goods, i.e. consignee/endorsee or physical holder of any original "To Order" Bills of Lading.

In the event of Receivers requesting the release of cargo without presentation of the Original Bill of Lading, the Master is to inform the Company. Unless instructed by the Company to accept a Letter of Indemnity from the Receivers and commence discharge, the Master must not do so, [and cargo must not be landed.](#)<sup>2</sup>

## 17. DEADFREIGHT

A Charterer who has failed to load sufficient cargo in accordance with the terms and provisions of the Voyage Charter Party may be liable to a claim for deadfreight from the Owner.

For the Owner to exercise his right to claim deadfreight, the Master must have carried out the following:

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<sup>2</sup> W 07 / 2024

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- Declared in writing at the time of serving Notice of Readiness, the quantity of cargo the vessel can uplift based on calculations using the Stowage Factor/Density declared by the Shipper/Charterer.
- On determining that there is a short lift on completion of cargo loading, served written notice to the Charterers/Shippers holding them fully responsible for loss of freight.
- Endorsed Bills of Lading for deadfreight (or if allowable under Charter Party instructed the Agent in writing to endorse the Bills of Lading accordingly).

**e.g.** Vessel was fixed to load tonnes % MOLOO (more or less at Owner's option). Vessel has tonnage and space available however cargo not available from Shipper/Terminal.

The Master is to be fully aware of the terms and provisions of the Charter Party regarding the quantity of cargo to be uplifted and to ensure that the Owner's interests are fully protected.

The Master must also be aware that an incorrect description of the cargo made by the Charterer may cause tonnage to be shut out in which case deadfreight may be claimable.

## 18. NOTICE OF READINESS

Unless otherwise instructed by Owners or the Charterers, Notice of Readiness (to load or discharge cargo) is to be tendered at the earliest time allowable under the relevant Charter Party. When Charter Party details are not available the Master is to contact Owners/Charterers for advice in this regard, but if this is not forthcoming Notice of Readiness is to be tendered on arrival.

## 19. NOTE OF PROTEST

In any of the circumstances enumerated below it is advisable for the Master to Note a Protest.

- If during the voyage the vessel has encountered conditions of wind, swell and sea which may result in damage to cargo.
- When from any cause the ship is damaged, or there is reason to fear that damage may have been sustained.
- When through stress of weather it has not been possible to effectively ventilate cargo holds containing sensitive cargoes.
- When cargo is shipped in such a condition that it is likely to suffer deterioration during the voyage. In this case however, the protest will not be effective unless the Bills of Lading were endorsed to show the condition of the cargo at the time of shipment.
- When any serious breach of the Charter Party terms is committed by the Charterer or his Agent, such as refusal to load, unduly delaying loading, loading improper cargo, refusal to pay demurrage, refusal to accept B/L's in the form signed by the Master, etc.

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- When consignees fail to discharge cargo or take delivery thereof and pay freight in accordance with Charter Party or B/L terms.
- In all cases of General Average.
- Protests must be noted as soon as possible, certainly within 24 hours of arrival in a port, and in the case of cargo protests, before breaking bulk.
- The purpose of a Note Of Protest is to officially record a situation where unspecified damage may have been caused to the vessel or cargo, which cannot be determined until a later date.
- It must always be remembered that protest must be made only when conditions or an incident actually warrant it. As it is often an expensive exercise, the Master is required to use his good judgement when deciding on whether or not to note protest.
- It is of paramount importance that the conditions / incidents requiring the lodging of protest have been accurately recorded in the logbooks.
- Protests must be,
  - i. Specific
  - ii. Supported by Logbook entries.

## 20. PROTESTS AGAINST STEVEDORES

Stevedores are independent contractors of varying standing and quality. Generally, Charterers and Owners have limited control over their activities.

Protests against stevedore practices and damage caused by them (to ship and/or cargo) must be made in writing and be as specific as possible, (with photographs where relevant). These are to include:

- Date and time.
- Description of damage caused.
- Identity of goods or part of the ship damaged.
- Assessment of damage.
- Reference to previous protests made.
- A reservation of the right to claim compensation from the stevedores.
- Protests of a general and unspecified nature must be avoided.

The provision of the Charter Party in regard to stevedore damage should be carefully followed, particularly those relating to notices to be served. In cases of hidden damages, they should be notified immediately upon discovery. When damages of a serious nature take place, it is advisable to carry out a damage survey through an independent surveyor (preferably in

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conjunction with the stevedores/Charterers, to ascertain the nature, cause and extent of the damage.

All damages sustained by the vessel to either to hull or machinery and recorded in Damage Reports or Movement Book or intimated to Company / Charterers must in every case be appropriately entered in the Deck / Engine Logbooks on the day of the occurrence.

The Company's Stevedore Damage Report is to be completed with the maximum details and presented to the stevedore for acknowledgement/signature. If the Stevedores are unwilling to accept responsibility the Charterers, Sub Charterers must also be notified of the damage by telex, e-mail, or fax. All correspondence including telex, e-mail, fax advice to Charterers / Sub Charterers relating to Stevedore damages should be copied to the company.

In case of damages affecting Class or seaworthiness of the vessel the Charterers must be asked to repair the damages immediately or in any case prior to vessel's sailing from the port.

The Company is to be advised of any temporary or permanent repairs carried out by ship's staff or repair firms, together with the cost of labour and material used.

## **21. LETTER OF INDEMNITY FOR CARGO OPERATIONS IN RAIN**

Cargo susceptible to damage by wetting shall not be worked during precipitation.

In some cases, cargo work may be permitted if an acceptable Letter of Indemnity is issued to the Owners by the Main Charterers and the receipt of the same is confirmed by the company.

However, in case of uncertainties with relation to certain cargoes and due to time / time zone constraints, if cargo work is permitted, as a matter of abundant caution, a letter of indemnity should be obtained from the Main Charterers. Additionally, in case of doubt / dispute, contacting the local P & I correspondent should be considered.

## **22. GUIDANCE ON DEALING WITH STEVEDORES/LONGSHOREMEN**

As injuries to Stevedores/Longshoremen can result in heavy claims, it is vital that the Master and ship staff exercise proper vigil and take the correct preventive actions at all times. The following guidelines are designed to assist in achieving these objectives:

- Prior to "handing over" the vessel to the stevedores for cargo operations the Chief Officer is to ensure that there are no hidden dangers to the workmen either on deck or in the stow, and that the gangway/access and deck areas are clean, tidy and free of slippery/obstructive spots. A letter must be given to the stevedores highlighting any special operational features of the vessel which they are to be aware of.

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- Once the Stevedoring Company has "taken over" the vessel for loading/discharging operations, they are responsible for their own acts. However, ship staff are to closely monitor their actions.
- During cargo operations reasonable surveillance over the stevedore activities are to be conducted and the stevedores notified to rectify any defects/unsafe working practices. It is important that all communications are directed through the Foreman rather than through the individual stevedore. If there is no positive response from the stevedores, the protest must be made in writing.
- The following entries are to be made in the Deck Logbook:
  - i. All complaints received from the Stevedores and how they have been dealt with.
  - ii. All complaints made to the stevedores and the Stevedores response.
- If an accident occurs, the Company and the Local P&I Representative are to be informed as soon as possible. It is important that the P&I Representative must identify himself properly as adverse Solicitors have been known to present themselves as the Insurer's Representative to mislead ship staff.

## 23. AUTHORISED VISITORS

All authorised visitors (e.g. guests of ship staff, persons accompanying Pilots, Agents etc.) shall be made to sign a Letter of Indemnity in the prescribed formats.