

Hamburg Rules (United Nations Convention on the Carriage of Goods by Sea, 1978)

With the Hague and Hague-Visby Rules, the shippers' felt that these were unfavourably biased in favour of the carrier. Accordingly, under the auspices of the UN Agency UNCITRAL, the Hamburg Rules were formulated.

The essential features of the Hamburg Rules are:-

- ❖ The carrier is liable from the time he accepts the goods at a port of loading, and, until he delivers them at a port of discharge. Under the other rules, the carrier is liable from "tackle to tackle"(i.e. from the time when the goods are loaded on to the time when these are discharged from the ship) .
- ❖ The carrier is liable for loss, damage or delay to the goods occurring whilst in his charge, unless he proves that he, his-servants or agents took all measures that could reasonably be required to avoid the occurrence and its consequences.
- ❖ The Hamburg Rules do not give the carrier so many "exceptions from liability" as the Hague and Hague-Visby Rules do. The carrier is not exonerated from the liability arising from "negligence in navigation or management from the ship".
- ❖ The Hamburg Rules govern both, "inward and outward bills of lading", whereas the Hague and Hague-Visby Rules, govern only outward bills of lading.
- ❖ The Hamburg Rules cover live animals. Whereas, for the Hague and Hague-Visby Rules it is otherwise, as we have seen above. For the Hamburg Rules, the carrier is not liable for loss, damage or delay in delivery resulting from any special risks inherent in their carriage.
- ❖ The carrier can only carry cargo on deck, if there is a custom of the trade to do so or by an agreement with the shipper. If such an agreement exists, the carrier must include a statement to this effect on the bill of lading. Where goods are carried on deck in a variation from the norms or without an agreement with the shipper, the carrier is liable for loss, damage or delay.