



**gard**



# **Turkish Open Form “TOF”**

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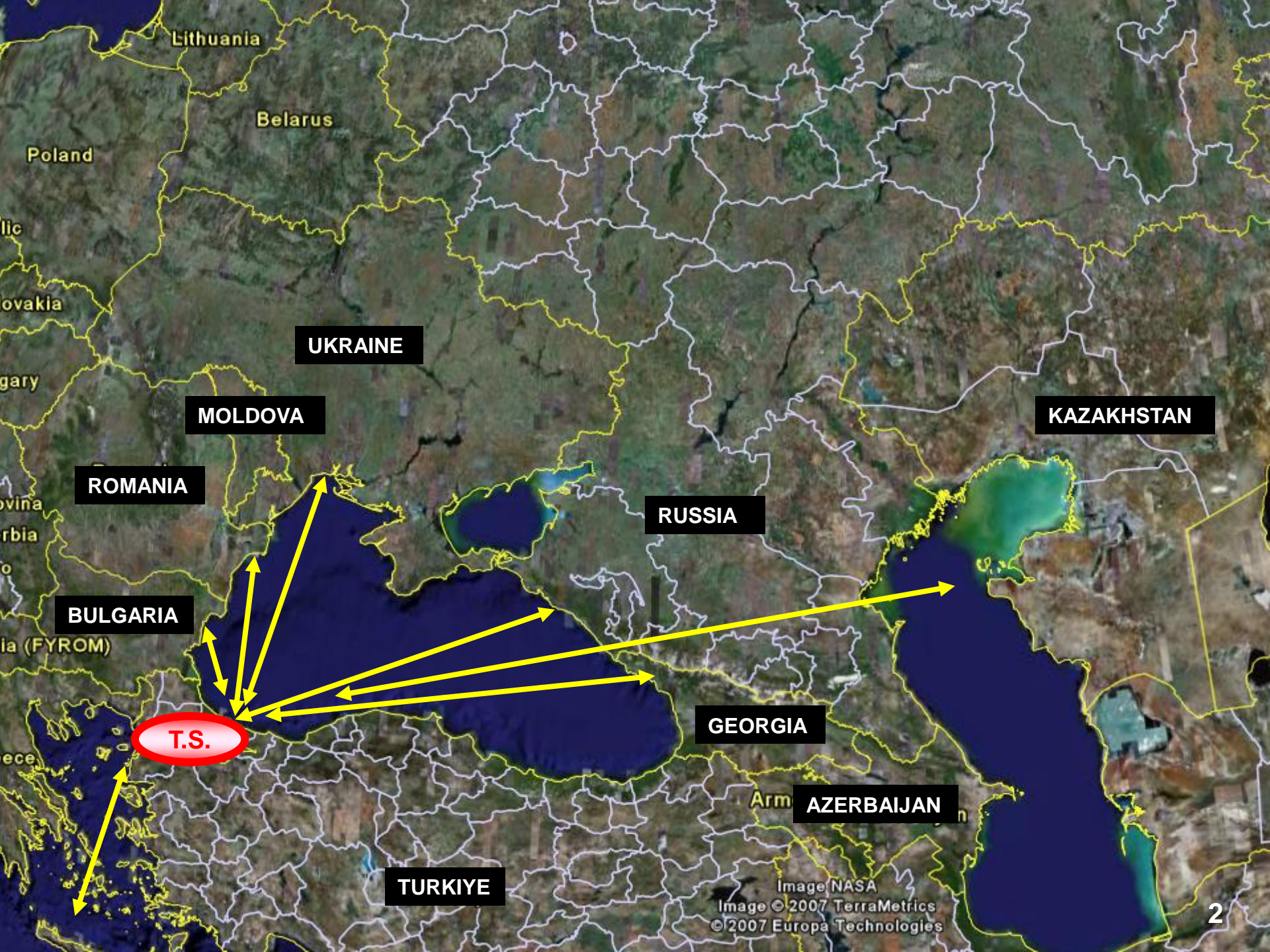
# LOCATION AND CHARACTERISTICS OF THE BOSPHORUS AND THE DARDANELLES

- STRATEGIC POSITION
- COMPLICATED NAVIGATION
- MAJOR ACCIDENTS
- EFFORTS AIMED AT MINIMIZING SHIPPING ACCIDENTS





[www.coastalsafety.gov.tr](http://www.coastalsafety.gov.tr)



Lithuania

Belarus

Poland

**UKRAINE**

**MOLDOVA**

**KAZAKHSTAN**

**ROMANIA**

**RUSSIA**

**BULGARIA**

**T.S.**

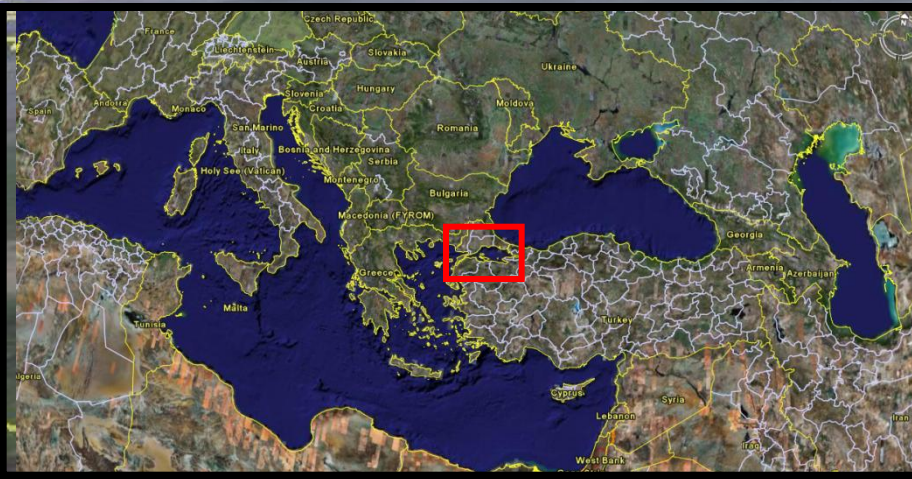
**GEORGIA**

**AZERBAIJAN**

**TURKIYE**

Image NASA  
Image © 2007 TerraMetrics  
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# TURKISH STRAITS



**İSTANBUL STRAIT**  
17 NM

**MARMARA SEA**  
110 NM

**CANAKKALE STRAIT**  
37 NM

**TOTAL DISTANCE OF TURKISH STRAITS IS 164 NM**

# TURKISH STRAITS VESSEL TRAFFIC SERVICE AREA



BLACK SEA

**İSTANBUL VTS AREA 80 NM**

Sector TÜRKELİ  
VHF CH-11

Sector KAVAK  
VHF CH-12

Sector KANDİLLİ  
VHF CH-13

Sector KADIKÖY  
VHF CH-14

Sector MARMARA  
VHF CH-10

Sector GELİBOLU  
VHF CH-11

Sector NARA  
VHF CH-12

**ÇANAKKALE VTS AREA 124 NM**

Sector KUMKALE  
VHF CH-13

**TOTAL DISTANCE OF TURKISH STRAITS VTS AREA 204 NM**

AEGEAN  
SEA

# *STATISTICS OF ISTANBUL STRAIT*







# TANKER PASSAGES CARR. HAZARDOUS CARGO ISTANBUL STRAIT 2004 – 2008

## TANKERS CARRYING HAZARDOUS CARGO

2004

9.399

2005

10.027

2006

10.153

2007

10.054

2008

9.303

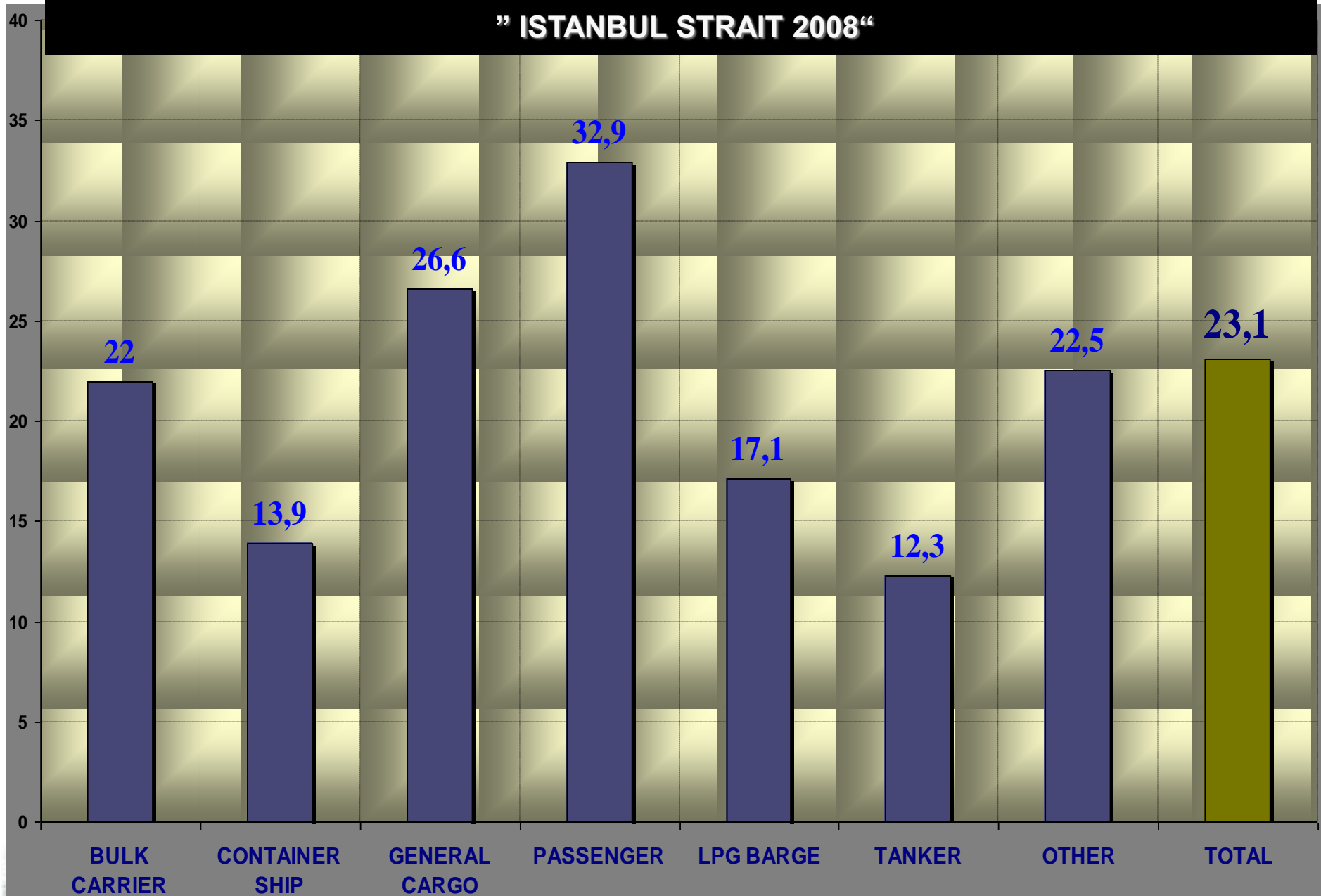
	LPG	CHEM.	CRUDE	TOTAL
<b>Tankers according to types</b>	764	1.975	6.564	9.303
<b>Ratio to total tankers</b>	% 8	% 21	% 71	% 100
<b>Tankers with double hull</b>	287	1.037	3.923	5.247
<b>Ratio to tankers of own type</b>	% 38	% 53	% 60	% 56

1.400  
1.200  
1.000  
800  
600  
400  
200  
0

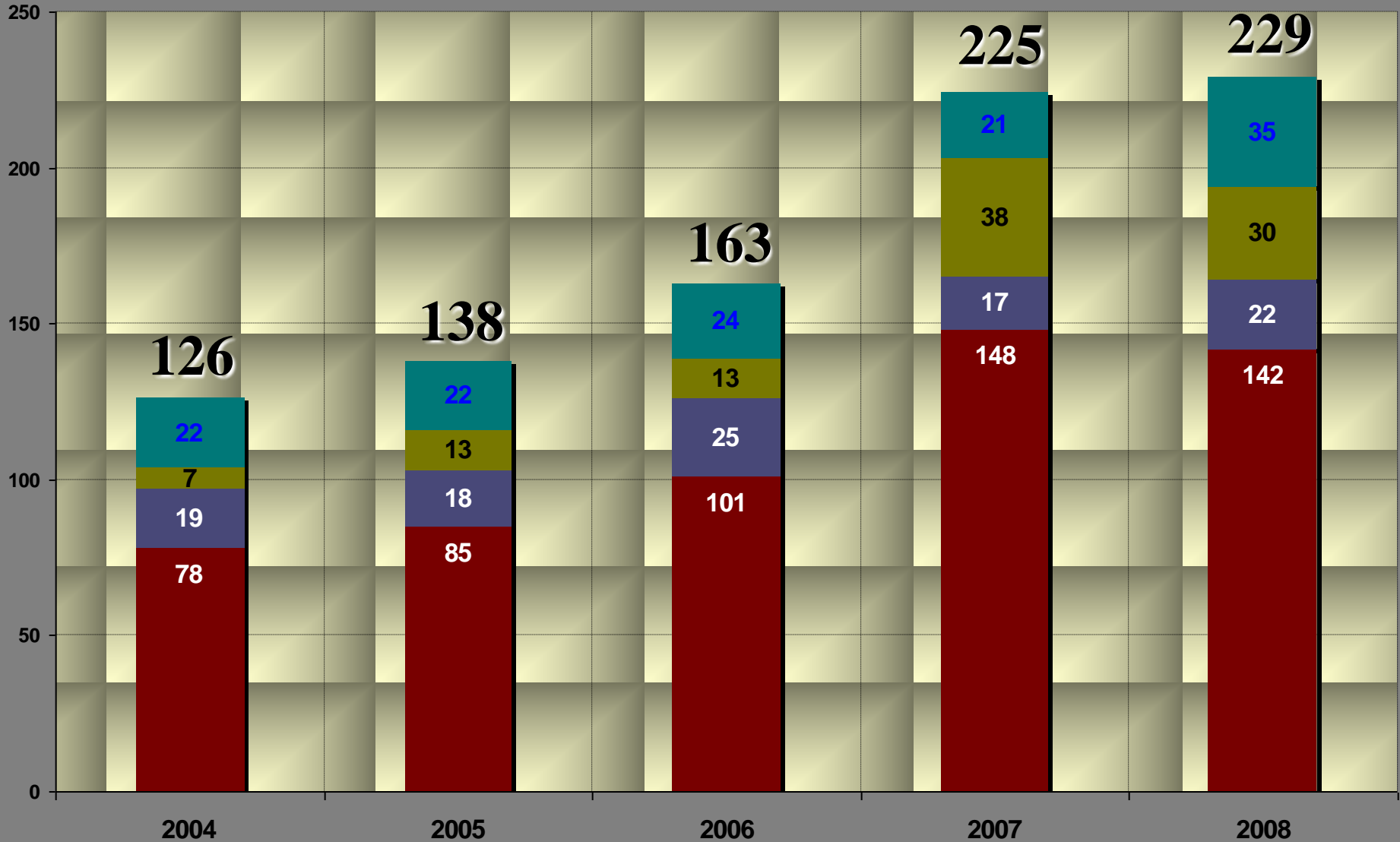
JAN FEB MAR APR MAY JUN JUL AUG SEP OCT NOV DEC

# AVERAGE AGE OF THE VESSELS CLASSIFIED BY THE TYPE

” ISTANBUL STRAIT 2008“



# THE NUMBER OF FAILURES ISTANBUL STRAIT



ENGINE

RUDDER

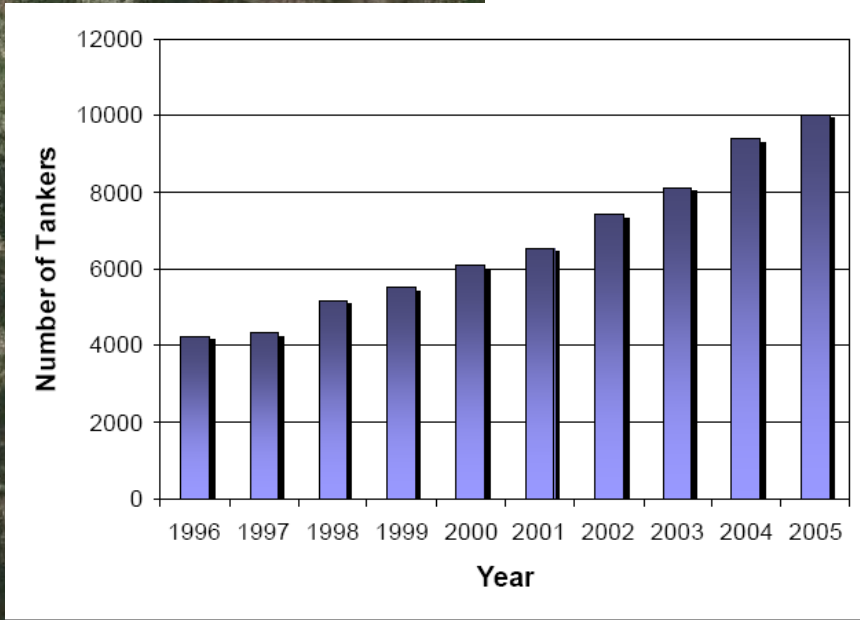
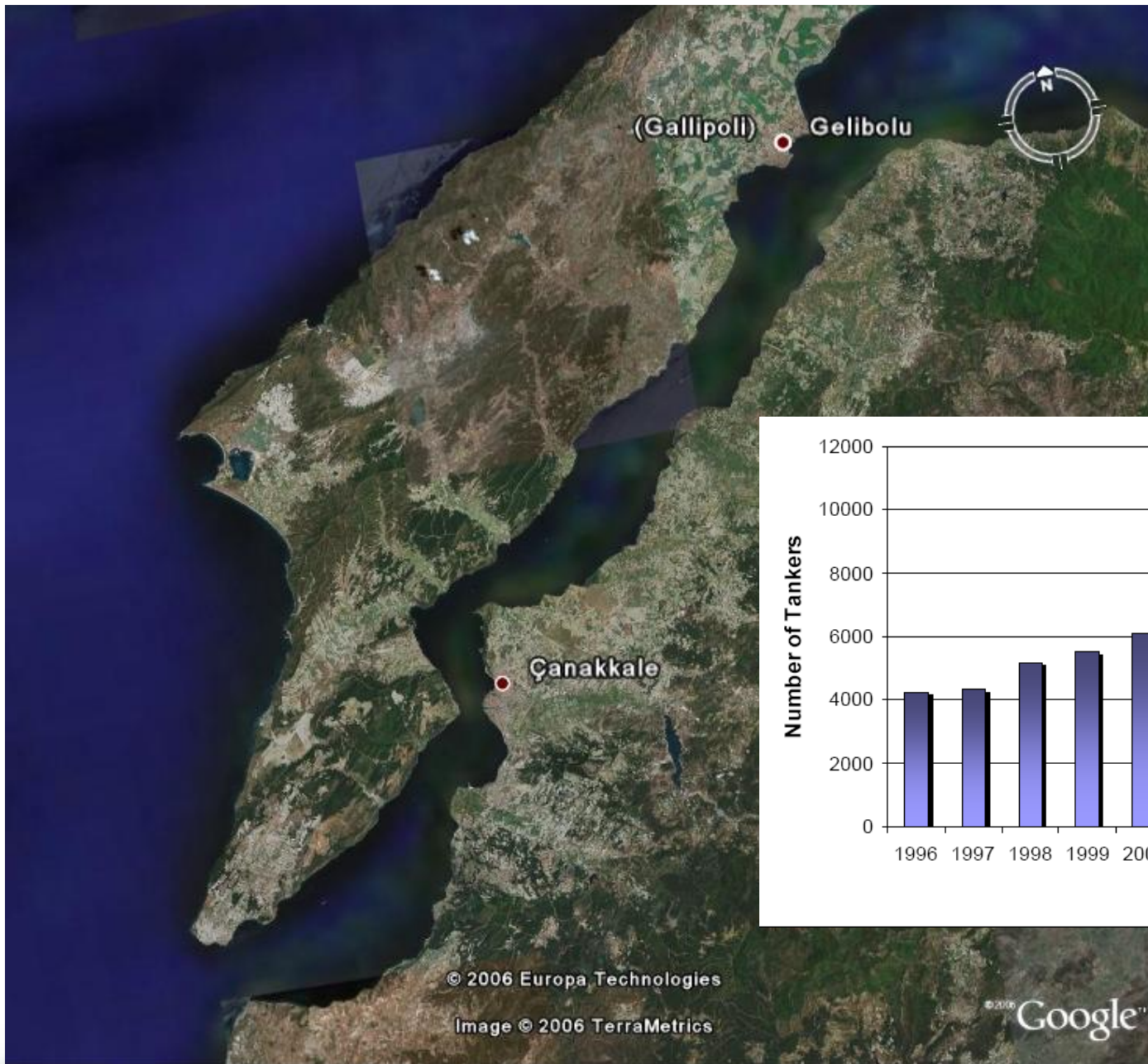
GYRO

OTHER

19

# *STATISTICS OF ÇANAKKALE STRAIT*





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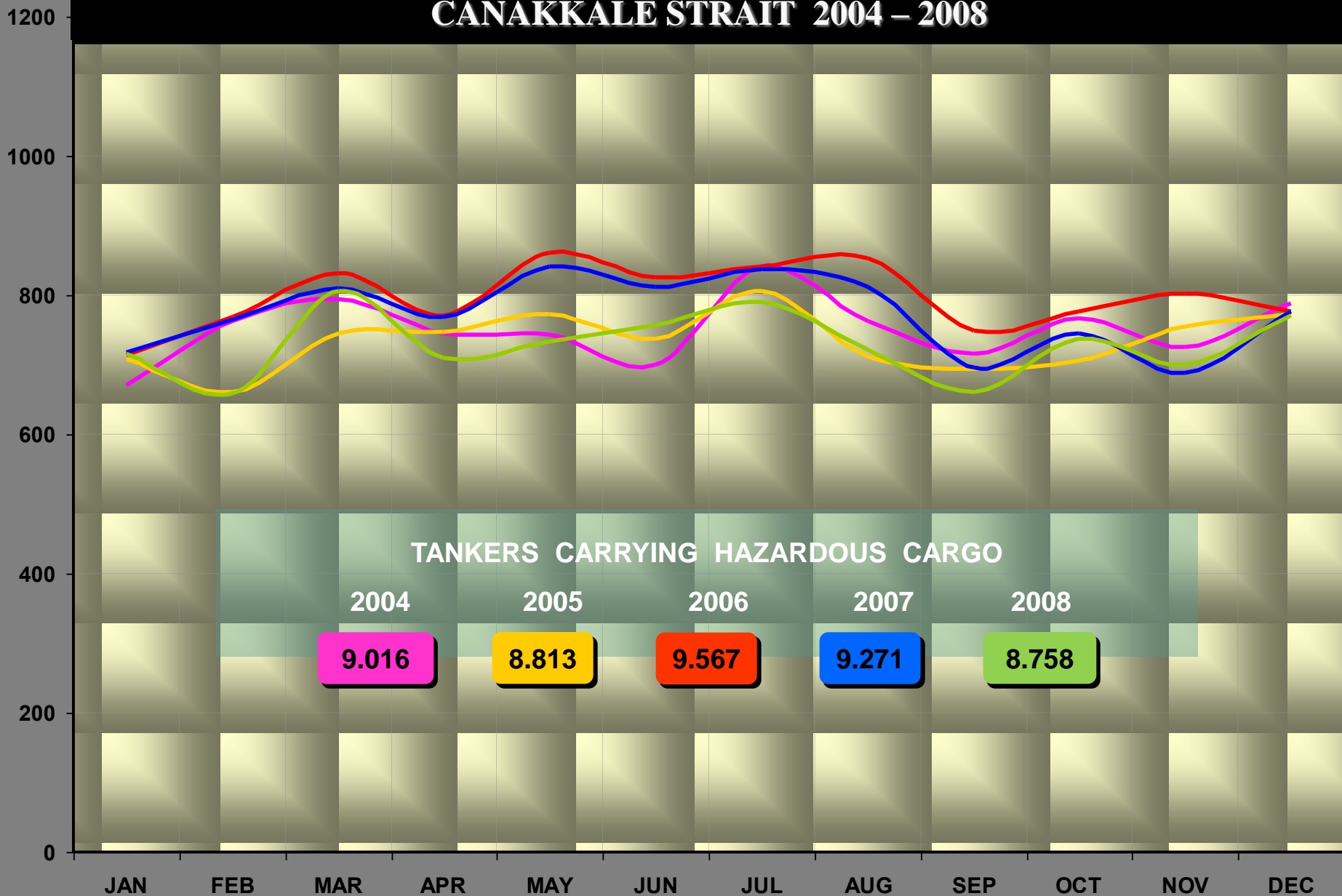
Image © 2006 TerraMetrics

© 2006 Google™

Pointer 40°13'10.67" N 26°29'14.84" E elev 115 ft Streaming ||||| 100% Eye alt 37.47 mi

GARD

# TANKER PASSAGES CARR. HAZARDOUS CARGO CANAKKALE STRAIT 2004 – 2008



## TANKERS CARRYING HAZARDOUS CARGO

2004

9.016

2005

8.813

2006

9.567

2007

9.271

2008

8.758

JAN

FEB

MAR

APR

MAY

JUN

JUL

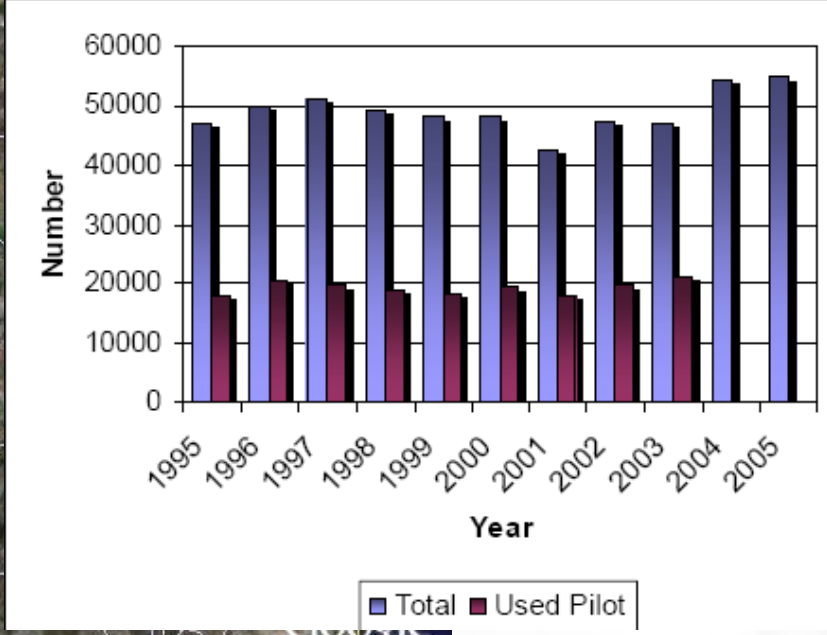
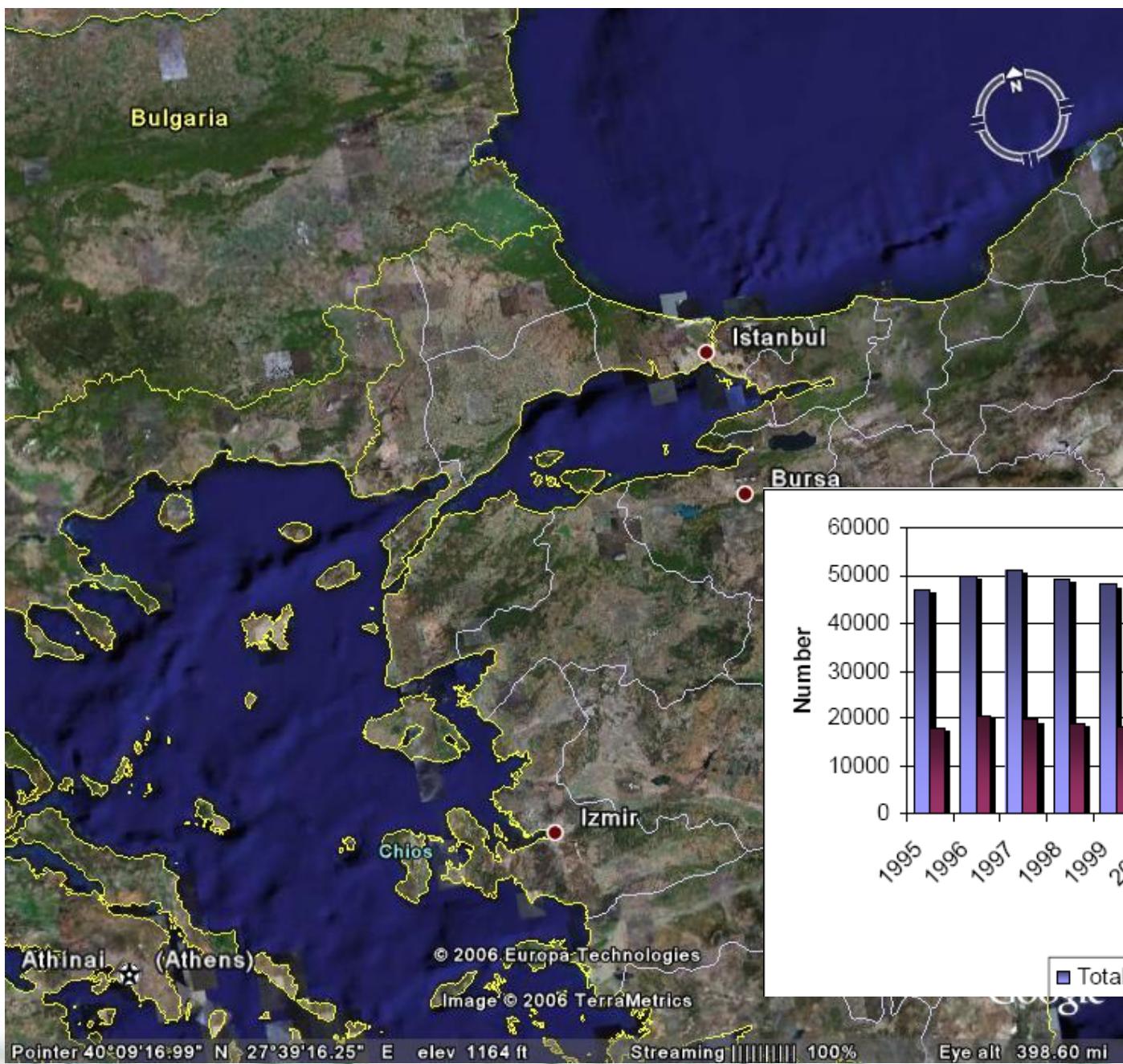
AUG

SEP

OCT

NOV

DEC



# Current Models of İstanbul Strait

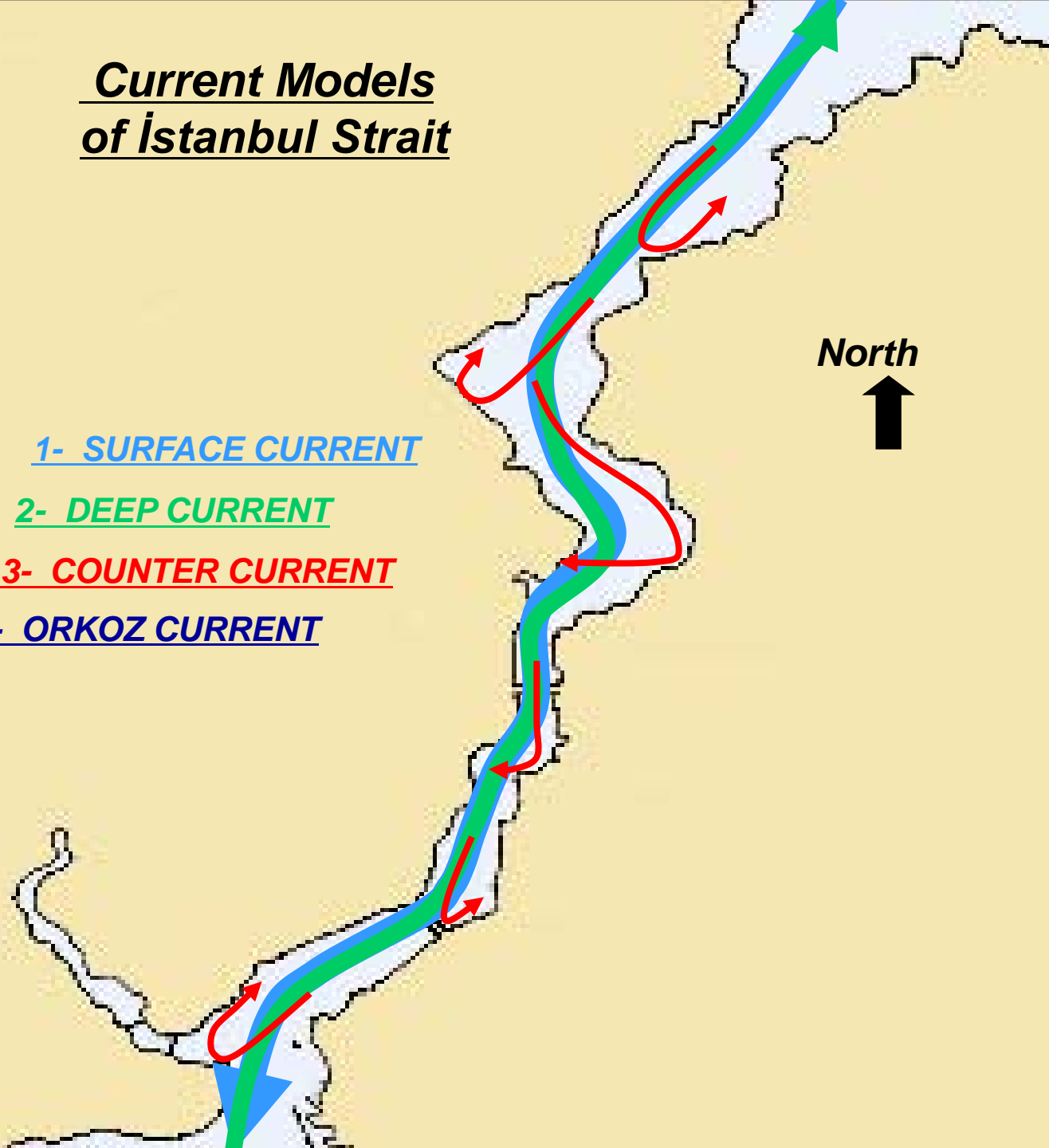
1- SURFACE CURRENT

2- DEEP CURRENT

3- COUNTER CURRENT

4- ORKOZ CURRENT

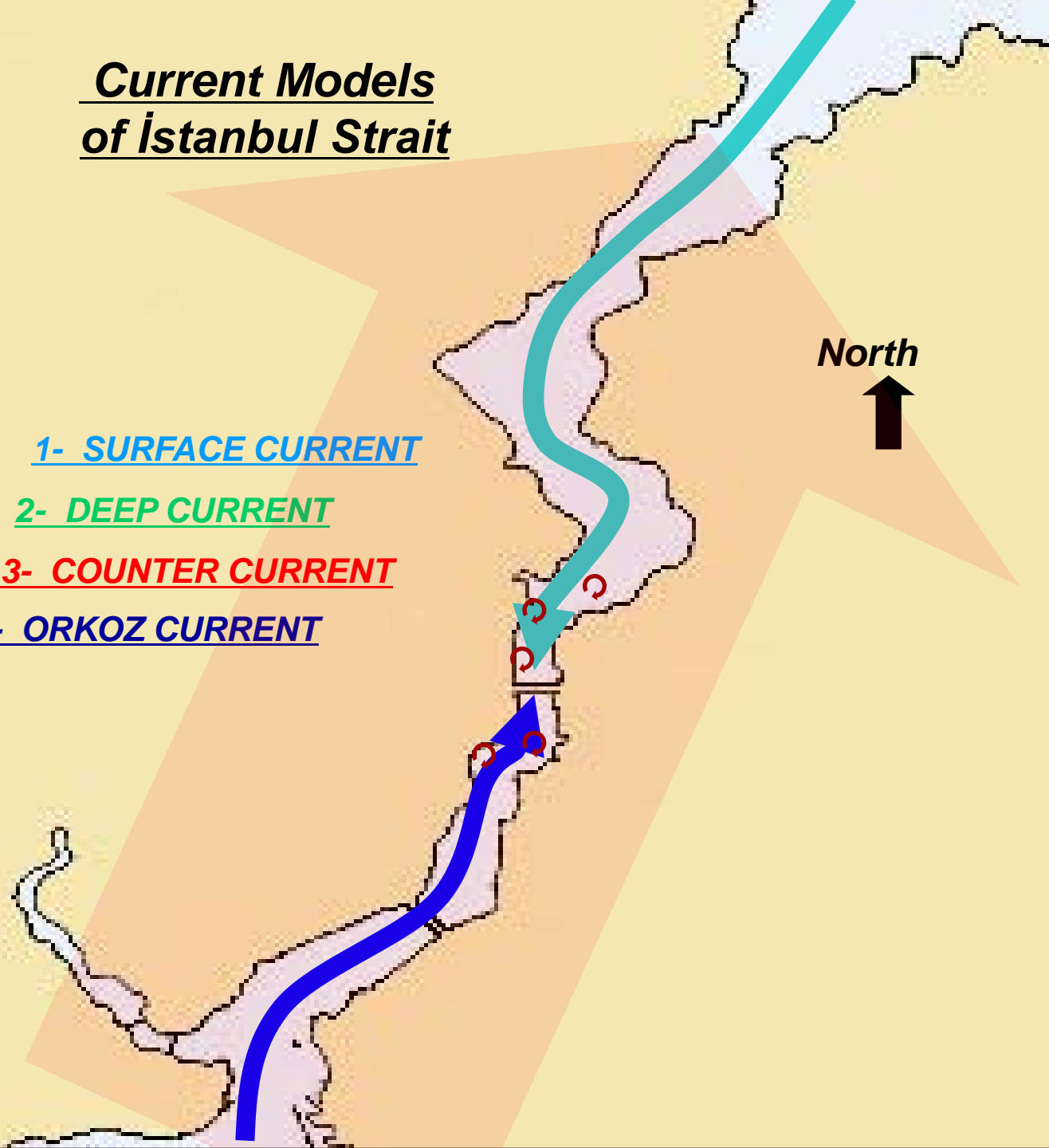
North  
↑



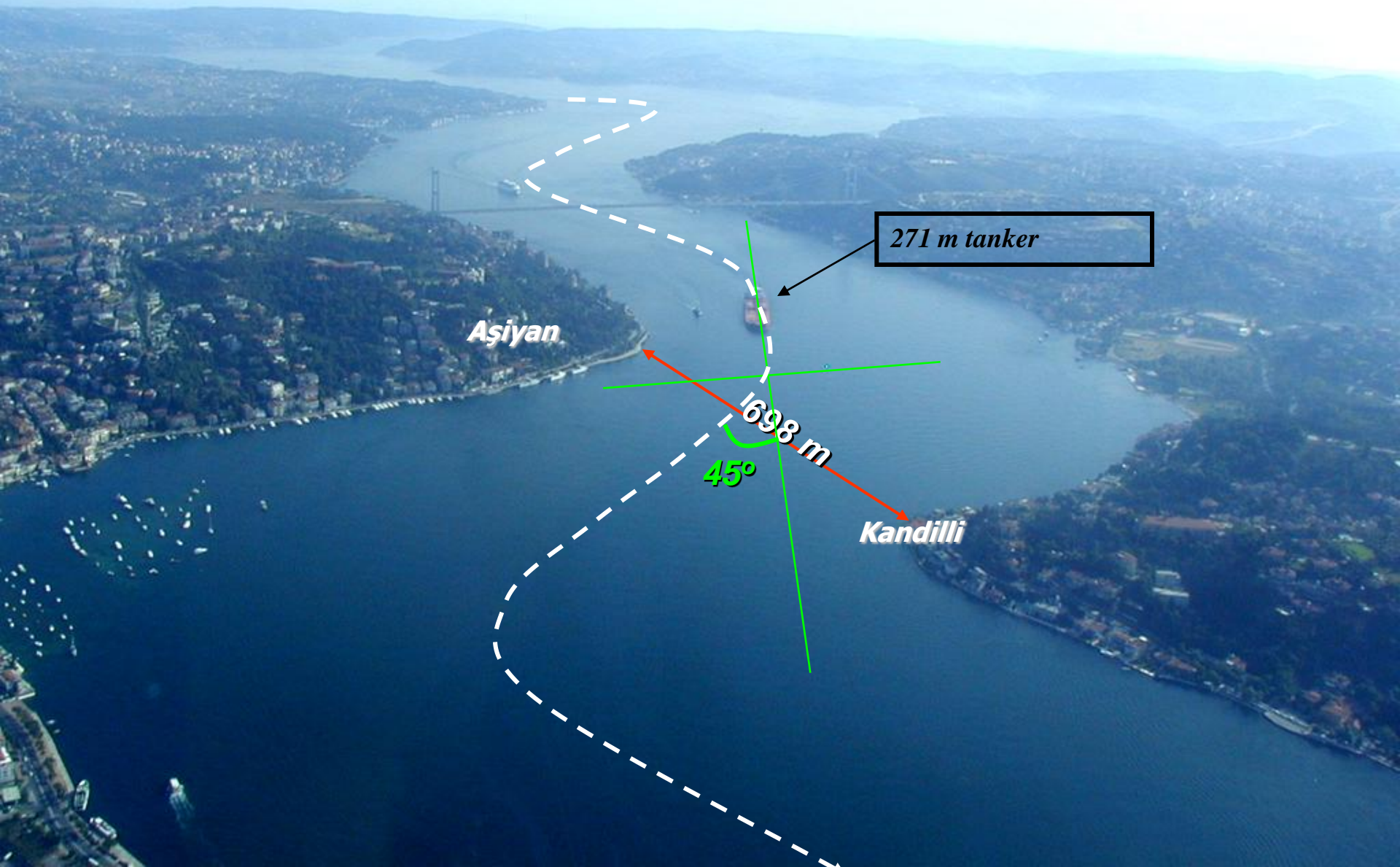


# Current Models of İstanbul Strait

- 1- SURFACE CURRENT
- 2- DEEP CURRENT
- 3- COUNTER CURRENT
- 4- ORKOZ CURRENT



# THE NARROWEST BEND OF İSTANBUL STRAIT



271 m tanker

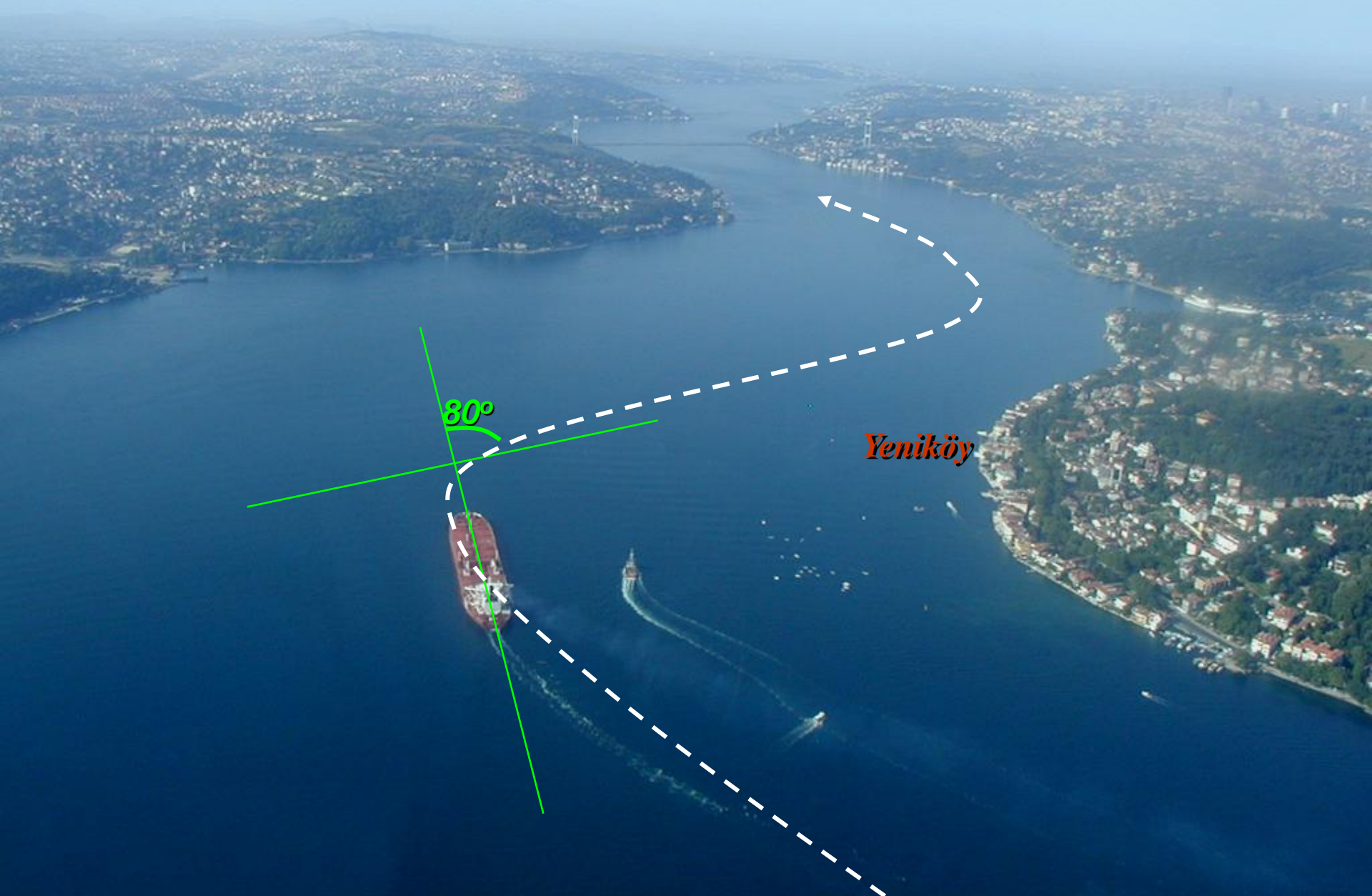
Aşiyan

1698 m

45°

Kandilli

# *A VERY SHARP TURN AT YENİKÖY*

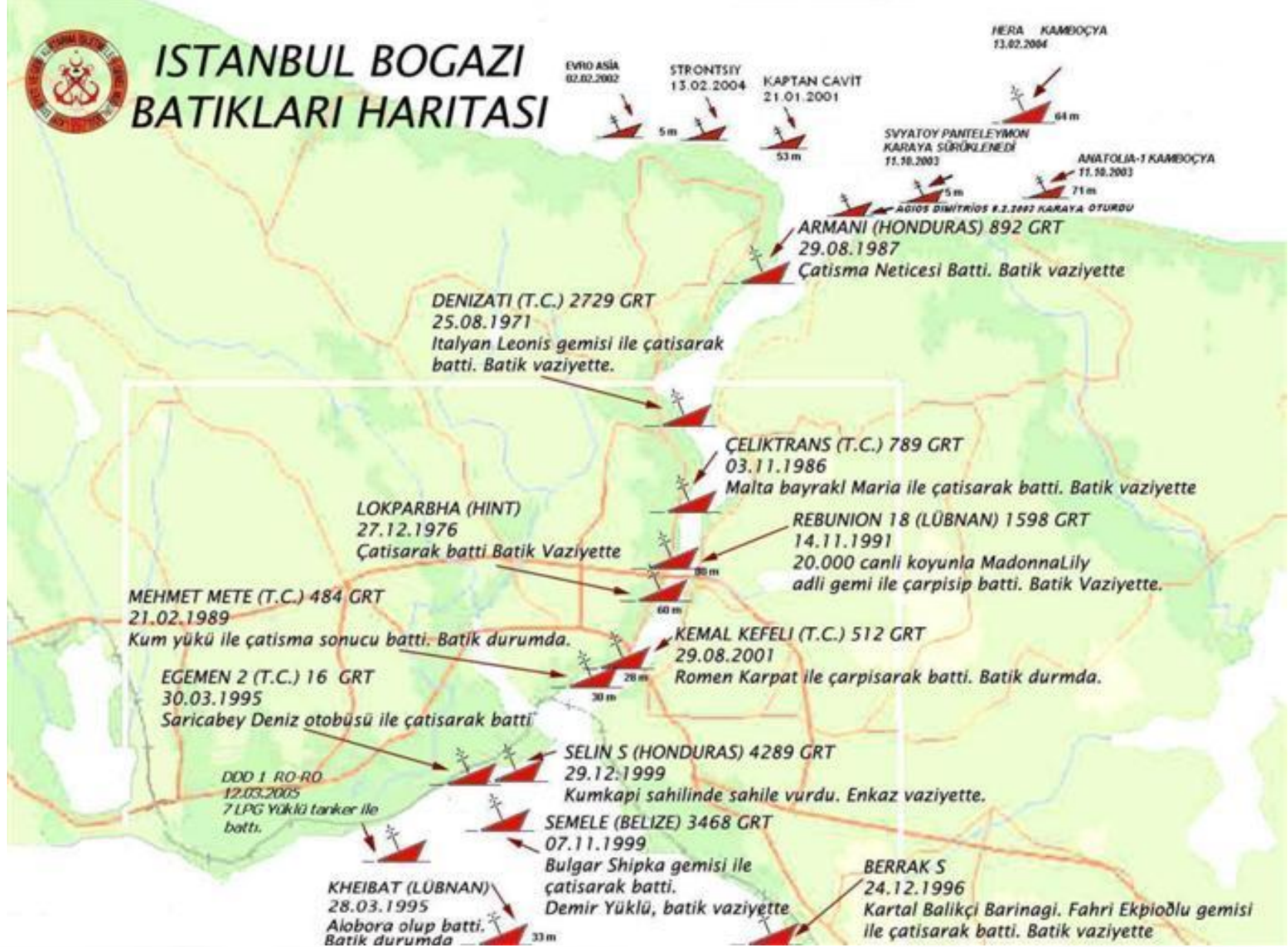


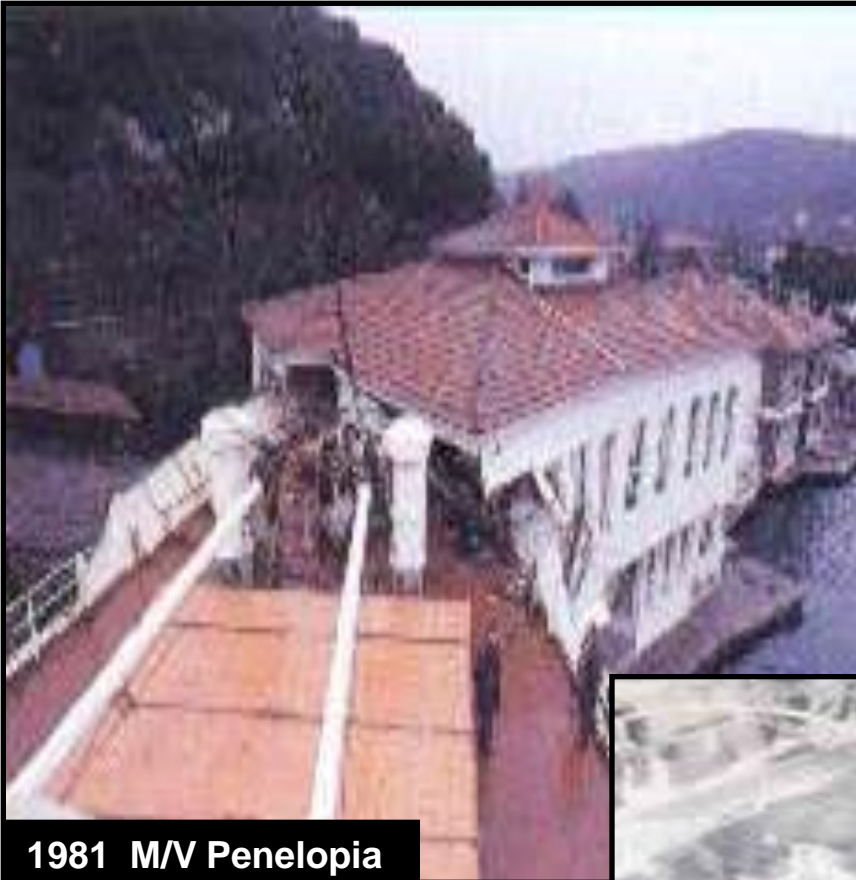
30°

*Yeniköy*



# ISTANBUL BOGAZI BATIKLARI HARITASI





1981 M/V Penelopia



1963 M/V Arhangelsk



1963 M/V Arhangelsk





1979 M/T Independenta – M/V Evriali

1979 M/T Independenta – M/V Evriali



1994 M/T Nassia – M/V Ship Broker



# **MISSION OF THE STATE SALVORS**

**To assist and  
improve the safety of Navigation in Turkish Waters.**

# Monopoly Area





# **TYPES OF SALVAGE**

**1.COMMON LAW SALVAGE**  
**(rules of Turkish Commercial Code)**  
**(when TOF not signed)**

**2.CONTRACTUAL SALVAGE**  
**(articles of Turkish Open Form)**  
**(when TOF is signed)**

**-1-**

## **SALVAGE AS COMMON LAW**

**Salvage definition According to Article 1222 of the Turkish  
Commercial Code**

# **Criteria's of remuneration**

**(Art.1226)**

## **FUTURE SYSTEM**

**The future system (The draft commercial code) imports the principles of the 1989 Salvage Convention.**

**-2-**

**SALVAGE AS PER TOF RULES**  
**TOF art.1**

*“no cure no pay”*

## **TOF art.2**

*Clause 2 deals with the matter of how the salvage Operation shall be conducted.*

## **TOF art.3**

*Rights and the liability of the salvor's*

## **TOF art.4**

*How the master and the crew will cooperate  
during the salvage operation.*



## **TOF art.5**

*Article 5 is dealing with several issues:*

*(1)The outcome of the services*

*(1)Security*

*(1)Lien*

**TOF art.6**

**The arbitration clause**

## **TOF art.7**

*Salvor's rights coming out of the monopoly*

## **TOF art.8**

*The last article deals with the payment of the award.*

# **PRACTICAL ISSUES**

## **Types of incidents**

- 1. Grounding**
- 2. Drifting as a consequence of rudder or engine failure or poor navigation**
- 3. Fire**

# GROUNDING

**The so-called “Freetime”**

# **DRIFTING**

**Mostly ends up with common law salvage**

**An important suggestion ...**

# **FIRE**

**Depending on the facts, either common law salvage or TOF**



## **THINGS TO BEAR IN MIND**

- **During the salvage operation, salvor's are seeking the market values of the ship and the cargo.**
- **During or by latest after completion of the salvage, salvor's will notify the parties with their demand of security.**

## **THINGS TO BEAR IN MIND**

- **In most cases, ships' interests are providing the security on both ship and cargo accounts, although provision of security and representation of the cargo separately is neither unusual nor rare.**
- **On the other hand, that there is a high possibility to reach a prompt settlement before submitting the security.**

## **THINGS TO BEAR IN MIND**

**Provision of information and documents asked by the salvor's**

## **THINGS TO BEAR IN MIND**

**Negotiation consists of two stages**

**“TOF”**  
**FROM AN UNDERWRITERS**  
**PERSPECTIVE**



# SALVAGE SITUATION

- There are a few salvors operating in Turkey.
- The private salvors may enter into LOF (or any other contract).
- Cabotage
- Salvors technically professional with experienced salvage crews.
- Co-operations with internationally known salvors



# SIMILAR DOCUMENTS?

GENERAL DIRECTORATE OF COASTAL SAFETY AND SALVAGE  
ADMINISTRATION



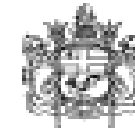
SALVAGE AGREEMENT  
FR. 710.138 Rev. 00 / 28.06.2008

**NO CURE – NO PAY**

<b>1. Name of the Salvor:</b>  GENERAL DIRECTORATE OF COASTAL SAFETY AND SALVAGE ADMINISTRATION  <i>(referred to hereinafter as "the SALVOR")</i>	<b>2. Property to be salvaged:</b>  The Vessel:  <i>Vessel, Bunker, Cargo, Freight</i>  <i>(referred to hereinafter as "the property to be salvaged")</i>
<b>3. Place of Delivery:</b>  <i>(Nearest anchorage area shall be assumed as the Agreed Place of Delivery unless otherwise is stated)</i>	<b>4. The name of Shipowner/Operator:</b>
<b>5. Place of this agreement:</b>	<b>6. Date of this agreement:</b>
<b>7. Person signing for and on behalf of the Salvor:</b>  <i>Signature:</i>	<b>8. Master or person signing for and on behalf of the property to be salvaged:</b>  <i>Signature:</i>

*Master, Shipowner or Agent of the vessel exposed to sea peril shall hereinafter be referred to as the "MASTER". The MASTER acting for and on behalf of all property to be salvaged has accepted and hereunder signed this Agreement in duplicate consisting of 8 Clauses and 4 pages.*

LOF 2000



## LLOYD'S STANDARD FORM OF SALVAGE AGREEMENT

(APPROVED AND PUBLISHED BY THE COUNCIL OF LLOYD'S)

**NO CURE - NO PAY**

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

- A. Contractor's basic obligation: The Contractor identified in Box 1 hereby agree to use their best endeavours to raise the property specified in Box 2 and to take the property to the place stated in Box 3 or to such other place as may hereafter be agreed. If no place is stated in Box 3 and in the absence of any subsequent agreement as to the place where the property is to be taken the Contractor shall take the property to a place of safety.
- B. Environmental protection: While performing the salvage services the Contractor shall also use their best endeavours to prevent or minimise damage to the environment.

# MISSION OF THE STATE SALVORS

- The main mission in general is to assist and improve the safety of Navigation in Turkish Waters and consists of the following branches:
  - Search and Rescue
  - Salvage and Towage
  - Turkish Straits Vessel Traffic Services (TSVTS)
  - Aids to Navigation (Lighthouses, Buoys, dGPS, RDF, ...)
  - Marine Communication
  - Marine oil spill response during salvage operations or in case of emergency.
  
- Benefit from own mistakes????





# Main Concerns

- "HIGH" AWARDS
- SECURITY
- ARBITRATION
- NO LIABILITY FOR SALVORS



# "HIGH" AWARDS

- FLAT RATE
  - Same % for all salvages



# SECURITY Art 5

- GUARANTEES
  - cash security or legally sufficient bank security
- LEVEL OF SECURITY
  - Terms and amounts determined by the salvor
  - No claim for compensation may be made against the SALVOR for having obtained a high amount of security.
- SECURITY FOR ALL VALUES
  - Security will have to be posted on behalf of cargo, freight and bunkers.



# THE TOF - ARBITRATION

- If demanded by the SALVOR be resolved by reference to arbitration in Istanbul within the legal period.
- Any other conflicts shall be resolved and settled in accordance with the general provisions by the Istanbul Courts.



# THE TOF - ARBITRATION

- FEES 10% (12%) OF AMOUNT OF THE AWARD
- COSTS ALL COST PAID BY SHIP OWNER
- INTEREST ALL COST PAID BY SHIP OWNER
- PAYMENT 7 DAYS OF SERVICE OF AWARD
- APPEAL ?

