

BRUSSELS CONVENTION

INTERNATIONAL CONVENTION FOR THE UNIFICATION OF CERTAIN RULES CONCERNING KNOWLEDGE

SIGNED IN BRUSSELS ON 25 AUGUST 1924

(Official Gazette I Series no. 128 of 2 June 1932)

We hereby inform those who see this Letter of Accession that, on the twenty-fifth day of August in the year one thousand nine hundred and twenty-four, an International Convention for the Unification of Certain Rules of Knowledge, the content of which is as follows, was signed in Brussels by the Plenipotentiaries of the Governments of the countries listed below:

ARTICLE 1

In this Convention, the following words are used in the precise sense indicated below:

- a) "Shipowner" means the owner of the ship or the charterer who has entered into a contract of carriage with a shipper;
- b) "Contract of carriage" means only the contract of carriage evidenced by a bill of lading or any similar document serving as a document of title for the carriage of goods by sea and also applies to the bill of lading or similar document issued by virtue of a letter of departure, provided that this document governs the relations between the shipowner and the holder of the bill of lading;
- c) "Goods" means goods, objects, merchandise and articles of any kind, except live animals and cargo which, in the contract of carriage, is declared as loaded on deck and is in fact so carried;
- d) "Ship" means any type of boat used to transport goods by sea;
- e) "Transport of goods" covers the time elapsed from the time the goods are loaded on board the ship until the time they are unloaded.

ARTICLE 2

Except as provided for in Article 6, the shipowner shall, in all contracts for the carriage of goods by sea, be subject to the responsibilities and obligations regarding the loading, handling, stowage, transport, safekeeping, care and unloading of such goods, and shall enjoy the rights and exemptions set out in the following articles.

ARTICLE 3

1. The shipowner will be obliged, before the start of the voyage, to exercise reasonable diligence to:
 - a) Making the ship seaworthy;
 - b) Arming, equipping and properly provisioning the ship;

- c) Preparing and putting in good condition the holds, refrigerators and all other parts of the ship in which goods are loaded, for their reception, transport and conservation.
2. Except as provided for in article 4, the shipowner shall properly and diligently load, maintain, stow, guard, care for and unload the goods being transported.
3. After receiving and loading the goods, the shipowner, the captain or the shipowner's agent must, at the shipper's request, give the shipper a bill of lading containing, among other things:
 - a) The principal marks necessary for the identification of the goods as indicated in writing by the shipper before the shipment of the goods begins, provided that these marks are printed or otherwise clearly affixed on the unpacked goods or on the boxes or packages containing them in such a way that they remain legible until the end of the journey;
 - b) Or the number of packages or articles, or the quantity or weight, as the case may be, as indicated in writing by the shipper;
 - c) The apparent condition and packaging of the goods.

However, no shipowner, captain or shipowner's agent shall be obliged to declare or mention in the bill of lading any marks, number, quantity or weight which, for serious reasons, he suspects do not accurately represent the goods received by him, or which he has been unable to verify by sufficient means.

4. Such knowledge shall constitute a presumption, unless the contrary is proved, of receipt by the shipowner of the goods as described in paragraph 3(a), (b) and (c).
5. The shipper shall be deemed to have guaranteed to the shipowner, at the time of loading, the accuracy of the marks, number, quantity and weight, as indicated by him, and shall indemnify the shipowner against all losses, damages and expenses arising out of or resulting from inaccuracies on these points. The shipowner's right to such compensation shall in no way limit his liability and commitments under the contract of carriage to any person other than the shipper.
6. Unless written notice of the existence and nature of any loss or damage has been given to the shipowner or his agent at the port of disembarkation before or at the time of removal of the goods and their delivery to the person entitled to receive them under the contract of carriage, such removal shall, until proved otherwise, constitute a presumption that the goods have been delivered by the shipowner as described in the bill of lading.

If the loss or damage is not apparent, notice must be given within three days of delivery.

Written reservations are useless if the condition of the goods was contradictorily checked on receipt.

In all cases, the shipowner and the ship shall be released from all liability for loss or damage if the relevant action is not brought within one year of delivery of the goods or the date on which they should have been delivered.

In cases of certain or presumed loss or damage, the shipowner and the consignee shall grant each other all reasonable facilities for the inspection of the goods and verification of the number of packages.

7. Once the goods have been loaded, the bill of lading that the shipowner, the captain or the shipowner's agent hands to the shipper shall, if the shipowner so requires, be a bill of lading with the "loaded" note; but if the shipper has previously received any document entitling him to the goods, he must return that document in exchange for the bill of lading with the "loaded" note.

The shipowner, captain or agent shall also have the option of noting, at the port of shipment, on the document first delivered, the name or names of the ships on which the goods were loaded and the date or dates of loading, and when this document is so notated, if it also contains the information set out in article 3 §3, it shall be deemed, for the purposes of this article, to constitute a bill of lading with the note "loaded".

8. Any clause, covenant or agreement in a contract of carriage releasing the shipowner or the ship from liability for loss of or damage to goods arising from negligence, fault or omission of the duties or obligations provided for in this article, or mitigating such liability otherwise than in accordance with this Convention, shall be null and void and of no effect. A clause assigning the benefit of the shipowner's insurance or any similar clause shall be deemed to release the shipowner from his liability.

ARTICLE 4

1. Neither the shipowner nor the ship shall be liable for loss or damage arising out of or resulting from unseaworthiness, unless this is attributable to the lack of reasonable diligence on the part of the shipowner to make the ship seaworthy or to provide the ship with suitable rigging, equipment or supplies, or to prepare and put in good order the holds, refrigerators and all other parts of the ship where the goods are loaded, so that they are suitable for reception or transport and for the preservation of the goods, all in accordance with the provisions of Article 3.PARAGRAPH 1. Whenever loss or damage results from unseaworthiness, the burden of proof with regard to the realisation of reasonable diligence shall lie with the shipowner or any other person invoking the exemption provided for in this article.
2. Neither the shipowner nor the ship shall be liable for any loss or damage resulting or arising therefrom:

- a) The acts, negligence or fault of the captain, master, pilot or employees of the shipowner in the navigation or administration of the ship;
 - b) A fire, unless caused by the shipowner's fault;
 - c) Dangers, risks or accidents at sea or on other navigable waters;
 - d) Fortuitous events;
 - e) The facts of war;
 - f) Of facts about public enemies;
 - g) An embargo or coercion by the government, authorities or people, or a judicial seizure;
 - h) The imposition of quarantine
 - i) A fact or omission on the part of the shipper or owner of the goods, or their agent or representative;
 - j) From strikes or **lock-outs**, or from suspensions or difficulties posed to work, whatever the cause, partially or totally;
 - k) Riots or popular disturbances;
 - l) Of a rescue or attempt to rescue lives or property at sea;
 - m) Loss of volume or weight, or any other loss or damage resulting from a hidden defect, special nature or defect specific to the goods;
 - n) From a lack of packaging;
 - o) From a lack of brands;
 - p) An insufficiency or imperfection of marks;
 - q) Hidden vices that escape reasonable diligence;
 - r) Any other cause not due to the shipowner's fault or the fault or the fault of the shipowner's agents or employees, but the burden of proof shall be on the person claiming the benefit of this exemption and it shall be for him to show that neither his fault nor the fault or the fault of the shipowner's agents or employees contributed to the loss or damage.
3. The shipper shall not be liable for loss or damage suffered by the shipowner or the ship, whatever the cause from which it arises or results, provided that it is not attributable to an act of negligence on the part of the shipowner, his agents or employees.
4. No deviation from the route in order to save or attempt to save life or property at sea, nor any reasonable deviation from the route, shall be deemed to be a breach of this Convention or of the contract of carriage and the shipowner shall not be liable for any loss or damage resulting therefrom.
5. Both the shipowner and the ship shall in no case be liable for any loss or damage caused to or in connection with the goods for a sum exceeding £100 per package or unit, or the equivalent of this sum in any other currency,* except where the nature and value of these goods have been declared by the shipper before they are loaded and this declaration has been inserted in the bill of lading. This declaration thus inserted in the bill of lading shall constitute a presumption, unless proven otherwise, but shall not bind the shipowner, who may contest it.

* **NOTE:** Under the terms of article 31 of Decree-Law 352/86 of 21 October, which regulates the contract of carriage by sea, this limit of liability was set at 100,000\$00 per volume or unit of carriage.

By agreement between the shipowner, master or agent of the shipowner and the shipper, a maximum sum other than that set out in this paragraph may be determined, provided that this agreed maximum is not less than the figure set out above.

Neither the shipowner nor the ship shall be liable under any circumstances for any loss or damage caused to or in connection with the goods if, in the bill of lading, the shipper has knowingly made a false declaration of their nature or value.

6. Goods of a flammable, explosive or dangerous nature, the loading of which the shipowner, master or shipowner's agent would not consent to if they knew their nature or character, may at any time before unloading be landed anywhere, or destroyed or rendered harmless by the shipowner, without compensation, and the shipper of such goods shall be liable for all damage and expenses arising or resulting, directly or indirectly, from the loading of such goods. If any of these goods, loaded with the knowledge and consent of the shipowner, become a danger to the ship or cargo, they may likewise be unloaded, destroyed or rendered harmless by the shipowner, without liability to the shipowner, except for that resulting from common damage, if any.

ARTICLE 5

The shipowner shall have the right to waive, in whole or in part, his rights and exemptions or to increase his responsibilities and obligations as provided for in this Convention, provided that such waiver or increase is included in the bill of lading delivered to the shipper.

Nothing in this Convention shall apply to letters of departure; but if, in the case of a ship governed by a letter of departure, bills of lading are issued, they shall be subject to the terms of this Convention.

Nothing in these rules shall be deemed to prevent the insertion in a bill of lading of any lawful provision relating to common faults.

ARTICLE 6

Notwithstanding the provisions of the preceding articles, the shipowner, master or agent of the shipowner and the shipper have the right, in respect of certain goods, whatever they may be, to enter into any contract with any conditions concerning liability and obligations, as well as the rights and exemptions of the shipowner in respect of the same goods, or in respect of his obligations, as well as the rights and exemptions of the shipowner in respect of the same goods, or in respect of his obligations, with regard to the seaworthiness of the ship, insofar as this stipulation is not contrary to public policy, or with regard to the requests or endeavours of its employees or agents with regard to the loading, maintenance, stowage, transport, safekeeping, care and unloading of goods transported by sea, provided that, in this case, no bill of lading has been or will be issued and that the clauses of the agreement concluded are entered on a receipt, which shall be a non-transferable document and shall contain a mention of this character.

Any agreement concluded in this way will have full legal validity.

It is agreed, however, that this article shall not apply to ordinary commercial shipments made as a result of ordinary commercial operations, but only to those shipments in which the character and condition of the goods to be transported and the circumstances, terms and conditions under which the transport is to take place are such as to justify a special agreement.

ARTICLE 7

Nothing in this Convention shall prohibit the shipowner or the shipper from inserting in a contract stipulations, conditions, reservations or exemptions relating to the obligations and responsibilities of the shipowner or of the ship for the loss of or damage to the goods, or relating to their safekeeping, care and maintenance, before loading and after unloading the ship in which the same goods are carried by sea.

ARTICLE 8.

The provisions of this Convention shall not modify the rights or obligations of the shipowner as they result from any law for the time being in force relating to the limitation of the liability of owners of seagoing ships.

ARTICLE 9.

The monetary units referred to in this Convention are expressed in gold value.

Contracting States in which the pound sterling is not used as the monetary unit reserve the right to convert into round figures, according to their monetary system, the sums indicated in pounds sterling in this Convention.

National laws may allow the debtor to pay in the national currency, according to the exchange rate on the day the ship arrives at the port where the goods in question are unloaded.

ARTICLE 10.

The provisions of this Convention shall apply to all knowledge created in one of the Contracting States.

ARTICLE 11.

Within two years at the latest from the date of signature of the Convention, the Belgian Government shall address the Governments of the High Contracting Parties which have declared that they wish to ratify it, with a view to deciding them to bring it into force. The ratifications shall be deposited in Brussels on a date to be fixed by mutual agreement between the said Governments. The first deposit of ratifications shall be verified by a minute signed by the representatives of the States taking part and by the Belgian Minister for Foreign Affairs.

Subsequent deposits shall be made by written notification addressed to the Belgian government and accompanied by the instrument of ratification.

A certificate of the minutes relating to the first deposit, of the notifications mentioned in the preceding paragraph, and of the instruments of ratification accompanying them, shall be delivered forthwith, through the care of the Belgian Government and by diplomatic channels, to the governments which have signed or acceded to this Convention. In the cases referred to in the preceding subparagraph, the said Government shall at the same time make known the date on which it received the notification.

ARTICLE 12.

Non-signatory states may accede to this Convention whether or not they are represented at the Brussels International Conference.

The State wishing to accede shall notify its intention in writing to the Belgian Government, transmitting to it the instrument of accession, which shall be deposited in the archives of the said Government.

The Belgian government shall immediately transmit to all signatory or acceding states a certificate of the notification, as well as the title of accession, indicating the date on which it received the notification.

ARTICLE 13.

The High Contracting Parties may, at the time of signing the deposit of notifications or of their accession, declare that their acceptance of this Convention shall not apply either to certain or to any of the autonomous Dominions, colonies, possessions, protectorates or overseas territories thus excluded in their original declaration. They may also, in the light of these provisions, denounce this Convention separately in respect of one or more of the autonomous Dominions, colonies, possessions, protectorates or overseas territories which are under their sovereignty or authority.

ARTICLE 14.

In those States which participated in the first deposit of ratifications, this Convention shall take effect one year after the date of the minutes of such deposit. For states which ratify it subsequently or accede to it, as well as in cases where it is brought into force subsequently in accordance with article 13, it shall take effect six months after the notifications provided for in article 11, paragraph 2, and article 12, paragraph 2, have been received by the Belgian government.

ARTICLE 15.

If one of the Contracting States wishes to denounce this Convention, the denunciation shall be notified in writing to the Belgian Government, which shall immediately send a certificate of the notification to all the other States, informing them of the date on which it was received.

The denunciation will produce its effects only in relation to the State that notifies it and one year after the notification is received by the Belgian government.

ARTICLE 16.

Each contracting state shall have the right to call for the convening of a new conference in order to study the improvements that could be made to this Convention.

The state making use of this option must notify the other states of its intention one year in advance, through the Belgian government, which will be in charge of convening the conference.

Made in Brussels, in a single copy, on 25 August 1924.