

this may prove to be problematic if not properly documented, as denial to the acceptance of being named is highly feasible in cases of liability (Britannia News Convention, 2010).

Nevertheless, if claims against the carrier become relevant, locating a liable party is practically set out in the Convention. In cases where the contracts of carriage exclude the carrier's identity, the claimant may pursue the registered ship-owner (Art. 37 (2)). Relevantly, the carrier is always accountable under the Rotterdam Rules, as well as the Hamburg Rules, for loss, damage or delay resulting from fault of the carrier, its servants or agents during its period of responsibility. In addition, the Convention preserved the carrier's obligation to practice due diligence and care for the goods. Though the Rotterdam Rules provisions regarding the carrier's duties does not majorly deviate from those set out in the Hague-Visby Rules or Hamburg Rules, Article 17; subparagraph 6 sets out how partial liability for loss, damage or delay is appointed accordingly in cases where there are one or more attributing causes to that loss as set out in Article 17. And the Convention further addresses issues partially or wholly neglected by its predecessors.

To avoid delays, primarily in liner transportation, agents of the carrier continued carriage beyond the sea leg, which made the period of responsibility greater than other conventions period and scope of application. Therefore, the provisions regarding delay were included in the Rotterdam Rules (Berlingieri, 2009). These mainly concern limitation and allocation of liability in that Article 60 sets out the compensational limits due to delay (2 ½ the freight payable on the goods delayed) and Article 61 (2) strips the carrier of its right to limitation if proven that the delay was a result of a personal act or omission intended to cause loss. Furthermore, a shipper is equipped with a twenty-one days notice cap, set out in Article 23; subparagraph 4 regarding loss due to delay. However, what the Rotterdam Rules constitute as "delay" may prove favourable for the carrier. Article 21 stipulates that delay only occurs when delivery follows a predetermined date. By opting out of expressly or impliedly isolating a delivery date delay provisions become obsolete (Britannia News Convention, 2010).

General references:

ADAMSSON, J., 2011. *The Rotterdam Rules: A transport convention for the future?* (pdf.). Faculty of law; Lund University. Available at: <http://lup.lub.lu.se/luur/download?func=downloadFile&recordId=2292311&fileId=2371531> (viewed 10 January 2016)

BERLINGIERI, F., 2009. *A comparative analysis of the Hague-Visby Rules, The Hamburg Rules and The Rotterdam Rules*. Marrakesh: The General Assembly of the AMD (viewed 15 January 2016) Available from: https://www.uncitral.org/pdf/english/workinggroups/wg_3/Berlingieri_paper_comparing_RR_Hamb_HVR.pdf

BRITANNIA NEWS CONVENTIONS, 2010. *The Rotterdam Rules in a nutshell* (pdf.). Place of publication unknown: Publisher unknown (viewed 10 January 2016). Available at Carriage of Goods by Sea course page

CLARKE, M., 2013. *Maritime Law Evolving*. United Kingdom: Hart Publishing Ltd

EFTESTOL-WILHELMSSON, E., 2016. *European Sustainable Carriage of Goods: The Role of Contract Law*. New York: Routledge

ICS MEMBER ASSOCIATIONS, n.d. *ROTTERDAM RULES – A comparison with Hague Visby Rules* (pdf.). Place of publication unknown: Publisher unknown (viewed 14 January 2016). Available at Carriage of Goods by Sea course page

MBIAH, K., n.d. *Updating the rules on International carriage of goods by sea: The Rotterdam Rules* (pdf.). Comité maritime. Available at: <http://www.comitemaritime.org/Uploads/Rotterdam%20Rules/Paper%20of%20Kofi%20Mbiah.pdf> (viewed 11 January 2016)

RHINOTRANS, 2015. *Non-negotiable transport documents instead of bills of lading* (viewed 13 January 2016). Available from: <http://www.rhinotrans.com/clients/incoterms/article/2224/>