**I. PRELIMINARY QUESTIONS**

1. Has your jurisdiction ratified the following conventions (the 'Conventions'):

a. International Convention on Civil Liability for Oil Pollution Damage 1969 ('CLC 1969')

Yes. The Merchant Shipping Oil Pollution Act (Cap.180) gave effect to CLC 1969.

b. 1992 Protocol to the CLC 1969 ('CLC 1992')

Yes. Singapore acceded to the CLC 1992 on 18 September 1997. The CLC 1992 is given effect to by the Merchant Shipping (Civil Liability and Compensation for Oil Pollution) Act (Cap.180), which replaced the Merchant Shipping Oil Pollution Act (Cap. 180).

c. Convention on Limitation of Liability for Maritime Claims 1976 ('LLMC 1976')

Please see [1(d)].

d. 1996 Protocol to the LLMC 1976 ('LLMC 1996')

(references to 'LLMC' shall be understood as references to either LLMC 1976 or, where applicable, to LLMC 1976 as amended by LLMC 1996)

Yes. The Merchant Shipping Act (Cap. 179) gives effect to the LLMC

e. International Convention on Liability and Compensation for Damage in Connection with the Carriage of Hazardous and Noxious Substances by Sea 1996 ('HNS 1996')

Please see [1(f)].

f. 2010 Protocol to the HNS 1996 ('HNS 2010') (references to 'HNS' shall be understood as references to either FINS 1996 or, where applicable, to HNS 1996 as amended by HNS 2010)

No. Singapore has not ratified either the HNS 1996 or HNS 2010.

g . International Convention on Civil Liability for Bunker Oil Pollution Damage 2001 ('Bunkers Convention')

Yes. The Merchant Shipping (Civil Liability and Compensation for Bunker Oil Pollution) Act (Cap 179A) gives effect to the Bunkers Convention.

h . Nairobi International Convention on the Removal of Wrecks 2007 (`WRC')

Yes. The Merchant Shipping (Wreck Removal) Act 2017 gives effect to the WRC.

2. Please indicate whether the above-mentioned Conventions apply directly in your jurisdiction or whether the stipulations have been translated and incorporated into domestic legislation.

Please see above.

We set out a table of the Conventions and their respective domestic legislation

|  |  |
| --- | --- |
| **CONVENTION** | **DOMESTIC LEGISLATION**  |
| International Convention on Civil Liability for Oil Pollution Damage 1969 (“CLC 1969”) | Merchant Shipping Oil Pollution Act (Cap. 180) [Superceded] |
| 1992 protocol to CLC 1969 (“CLC 1992”) | Merchant Shipping (Civil Liability and Compensation for Oil Pollution) Act (Cap. 180) |
| Convention on Limitation of Liability for Maritime Claims 1976 (“LLMC 1976”) | Merchant Shipping Act (Cap. 179) |
| 1996 protocol to LLMC 1976 (“LLMC 1996”) |
| International Convention on Liability and Compensation for Damage in Connection with the Carriage of Hazardous and Noxious Substances by Sea 1996 (“HNS 1996”) | N.A  |
| 2010 protocol to HNS 1996 (“HNS 2010”) |
| International Convention on Civil Liability for Bunker Oil Pollution Damage 2001 (“Bunkers Convention”) | Merchant Shipping (Civil Liability and Compensation for Bunker Oil Pollution) (Cap. 179A) |
| Nairobi International Convention on the Removal of Wrecks 2007 (“WRC”) | Merchant Shipping (Wreck Removal) Act 2017  |

3. Is the wording of domestic provisions incorporating art. V(2) CLC 1969/art. V(2) CLC 1992/art. 4 LLMC/arts. 7(5) and 9(2) HNS/art. 6 Bunkers Convention/art. 10(2) WRC into domestic legislation different to the original text of the Conventions?

In general, the wording of domestic provisions differs from the convention wordings, but the intent remains the same. We set out the wording of domestic provisions against the convention wording with our comments at Annex A.

3a. If the answer to the previous question is in the affirmative, what are the differences?

Please see explanation at [3].

4. If your jurisdiction has not ratified the Conventions, does your jurisdiction recognise a right of limitation of liability for claims that would otherwise fall under the Conventions (the 'Equivalent Claims')?

No. Singapore does not at present recognise a right of limitation of liability for claims falling under the HNS.

4a. If the answer to the previous question is in the affirmative, what are the requirements for breaking the right to limitation for Equivalent Claims?

Not Applicable.

5. Are there any general principles of law in your jurisdiction that may serve to break the right to limitation otherwise than through the specific provisions contained in the Conventions (e.g. abuse of right)?

A claim to limit liability would be defeated if the loss was occasioned by a “*personal act or omission committed with the intent to cause such loss, or recklessly and with knowledge that such loss would probably result*”.

Limitation can be broken if it is proved that the damage resulted from an act or omission of the carrier done with intent to cause damage, or recklessly and with knowledge that damage would probably result.

There have been no reported cases of limitation having been successfully broken in Singapore.

**II. "PERSONAL ACT OR OMISSION" — Attribution to the person liable**

6. How is the requirement for a "personal act or omission" in art. V(2) CLC 1992, art. 4 LLMC, and arts. 7(5) and 9(2) HNS interpreted in your jurisdiction?

The Court in Antara Koh Pte Ltd v Eng Tou Offshore Pte Ltd [2005] 4 SLR(R) 521 at [31] affirmed Buckley LJ’s definition at [432]:

*“31 The words “actual fault or privity” in my judgment infer something personal to the owner, something blameworthy in him, as distinguished from constructive fault or privity such as the fault or privity of his servants or agents. But the words “actual fault” are not confined to affirmative or positive acts by way of fault. If the owner be guilty of an act of omission to do something which he ought to have done, he is no less guilty of an ‘actual fault’ than if the act had been one of commission.* ***To avail himself of the statutory defence, he must [show] that he himself is not blameworthy for having either done or omitted to do something or been privy to something. It is necessary to [show] knowledge. If he has means of knowledge which he ought to have used and does not avail himself of them, his omission so to do may be a fault, and, if so, it is an actual fault and he cannot claim the protection of the section****”.*

7. Where the party entitled to limitation is an entity, what are the requirements for attributing an act or omission to the party entitled to limitation?

In Lennard’s Carrying Company, limited v Asiatic Petroleum Company, Limited [1915] AC 705 (“Lennard’s Carrying Co”) at 713-714 that “*the actual fault where the shipowner is a corporation need not necessarily be confined to the conduct of the person who is “the very ego and centre of the personality of the corporation … somebody for whom the company is liable because his action is the very action of the company itself.”*

In The Lady Gwendolen at [343]:

“But neither in the Court of Appeal nor in the House of Lords was it said that a person whose actual fault would be the company’s actual fault must necessarily be a director. Where, as in the present case, a company has a separate traffic department, even though not himself a director, should not be regarded as someone whose action is the very action of the company itself, so far as concerns anything to do with the company’s ships.”

The Court applied the above principles in the Antara Koh Pte Ltd v Eng Tou Offshore Pte Ltd [2005] 4 SLR(R) 521 at [43]:

*“43* ***An owner may be in actual fault because he has not taken some measures to ensure that his servants perform the duties delegated to them or he does not define sufficiently what is to be done by them:*** *see James Patrick and Company Limited v The Union Steamship Company of New Zealand Limited (1938) 60 CLR 650 at 672. An illustration is The Marion [1984] AC 563. In that case, the shipowner allowed the master to navigate with an obsolete chart on which the position of an oil pipeline was not marked. The high standard of care on the shipowner to ensure adequate and up-to-date charts was not met.* ***The law lords held that the mere delegation of that function to the master did not absolve the shipowner of being personally at fault. There was no system for supervising the way in which the master performed that task and therefore no means by which the shipowner could know whether those responsibilities were discharged or not****.”*

8. Are there court decisions or legal texts in your jurisdiction where the right to limitation under the Conventions or equivalent domestic legislation has been broken (or where it has been submitted that such right should be broken), respectively confirmed (or where it has been submitted that such right should be confirmed), for acts/omissions of:

8a. The Master?

8b. Crew members?

8c. The Designated Person Ashore/Company Security Officer?

8d. Other individuals within the entity entitled to l imitation?

8e. Third -party contractors (e.g. agents of the vessel)?

There have been no reported cases of limitation having been successfully broken in Singapore.

In The Sunrise Crane [2004] 4 SLR(R) 715, the dissenting judge (whom the majority of the Court agreed with on the issue of limitation of liability) acknowledged that the phraseology “*resulted from his personal act or omission, committed with the intent to cause such loss, or recklessly or with knowledge that such loss would probably result*” makes it very difficult for a claimant to break limitation.

If your answer is in the affirmative in any of the above questions, please briefly describe (a) the relevant facts; and (b) the rationale for the attribution of the relevant act or omission to the party entitled to limitation.

 Not applicable.

**III. "WITH THE INTENT"/"RECKLESSLY" — Degree of fault**

9. How is "intent" in art. V(2) CLC 1992/art. 4 LLMC/arts, 7(5) and 9(2) HNS or relevant implementing domestic legislation interpreted in your jurisdiction?

The Court in The Sunrise Crane [2004] 4 SLR(R) 715 affirmed Lord Denning MR in The Eurysthenes [1976] 2 Lloyds Rep 171 at [178 to 179]

*“In order for a shipowner to rely on the limitation of liability provided by s 136, he has the onus of proving that the loss or damage caused by the negligent navigation or management of his ship took place without his “actual fault or privity”. The test of what amounts to “actual fault or privity” was set out by Lord Denning MR in The Eurysthenes [1976] 2 Lloyd’s Rep 171 at 178–179 as follows:*

*This was followed by a succession of Merchant Shipping Acts, all of them directed to limiting the responsibilities of the shipowner for the acts or defaults of his servants. He was not to be liable for acts done “without his fault or privity” beyond the value of the vessel. The object of these Acts was to limit his liability for his servants on the basis of respondeat superior, but to leave him fully liable for faults done by himself personally or with his privity …*

*This historical survey shows to my mind that, when the old common lawyers spoke of a man being “privy” to something being done, or of an act being done “with his privity”,* ***they meant that he knew of it beforehand and concurred in it being done. If it was a wrongful act done by his servant, then he was liable for it if it was done “by his command or privity”,*** *that is, with his express authority or with his knowledge and concurrence. “Privity” did not mean that there was any wilful misconduct by him, but only that he knew of the act beforehand and concurred in it being done. Moreover, “privity” did not mean that he himself personally did the act, but only that someone else did it and that he knowingly concurred in it. … Without his “actual fault” meant without any actual fault by the owner personally.* ***Without his “privity” meant without his knowledge or concurrence.***

*…*

*[W]hen I speak of knowledge, I mean not only positive knowledge but also the sort of knowledge expressed in the phrase “turning a blind eye”.”*

10. How is recklessness under art. V(2) CLC 1992/art. 4 LLMC/arts. 7(5) and 9(2) HNS or relevant implementing domestic legislation interpreted in your jurisdiction? Does negligence qualify as recklessness (`Qualifying Negligence') under art, V(2) CLC 1992/art. 4 LLMC/arts. 7(5) and 9(2) HNS in your jurisdiction?

 Yes.

10a. If the answer to the previous question is in the affirmative, what are the elements of Qualifying Negligence under art. V(2) CLC 1992/a rt. 4 LLMC/arts. 7(5) and 9(2) HNS?

In the Sunrise Crane, the Court held that the negligence of crew of the Sunrise Crane to inform the crew of the Pristine of the nitric acid contained in its slop was a breach of its duty of care.

11. What is the standard for recklessness under art. V(2) CLC 1992/art. 4 LLMC/arts. 7(5) and 9(2) HNS?

The standard for recklessness applicable in Singapore is two-fold. 1) recklessness must first be established, and 2) the carrier and/or its servants or agents knew that the act/omission would probably cause a loss.

This was determined in Singapore Airlines Ltd v Fujitsu Microelectronics (Malaysia) Sdn Bhd [2000] 3 SLR(R) 810, in a case determining if limitation of liability extended to the carrier and/or its agents -

*“12 It will be seen that the limitation of liability enjoyed by a carrier will be removed if the carrier, or its agents, intended to cause the loss or has acted recklessly and with knowledge that damage would probably result. The court below found no evidence to indicate that the carrier, or its agents, intended to cause the loss. So what we are concerned with is the second limb, and for that second limb to apply, two conditions must be satisfied. First, it must be shown that there was recklessness (hereinafter referred to as the “first condition”). Second, it must be established that the carrier, or its servants or agents, knew that their act/omission would probably cause the loss (hereinafter referred to as the “second condition”). The burden of proving that these two conditions have been satisfied rests on the claimant.”*

 12. How is "actual fault" in art. V(2) CLC 1969 interpreted in your jurisdiction?

 Actual Fault meant “*without any actual fault by the owner personally”.*

13. How is "privity" in art. V(2) CLC 1969 interpreted in your jurisdiction?

 Privity meant “*without his knowledge or concurrence*”.

**IV. KNOWLEDGE OF THE LIKELIHOOD OF THE HARMFUL RESULT**

14, How is the requirement for knowledge in art. V(2) CLC 1992/art. 4 LLMC/arts, 7(5) and 9(2) HNS interpreted in your jurisdiction?

In the Sunrise Crane, the trial judge and the Court of Appeal both held that the appellant was not entitled to limit its liability under the Merchant Shipping Act as there was no system in place to ensure that the master and crew of the Sunrise Crane would comply with its duty to warn recipients of dangerous goods.

In her dissenting judgment, the Judge cited and affirmed Lord Denning MR in The Eurysthemes:

*“This historical survey shows to my mind that, when the old common lawyers spoke of a man being “privy” to something being done, or of an act being done “with his privity”, they meant that he knew of it beforehand and concurred in it being done. If it was a wrongful act done by his servant, then he was liable for it if it was done “by his command or privity”, that is, with his express authority or with his knowledge and concurrence. “Privity” did not mean that there was any wilful misconduct by him, but only that he knew of the act beforehand and concurred in it being done. Moreover, “privity” did not mean that he himself personally did the act, but only that someone else did it and that he knowingly concurred in it. … Without his “actual fault” meant without any actual fault by the owner personally. Without his “privity” meant without his knowledge or concurrence.*

*When I speak of knowledge, I mean* ***not only positive knowledge but also the sort of knowledge expressed in the phrase “turning a blind eye****”.”*

15. Does imputed or background knowledge suffice for the purposes of art. V(2) CI.0 1992/art, 4 LLMC/arts. 7(5) and 9(2) FINS?

 Yes.

15.a. If the answer to the previous question is in the affirmative, what are the relevant requirements?

In the Sunrise Crane, the Court affirmed the decision in The England [1973] 1 Lloyds Rep 373 at [96]:

“[T]he decision of the House of Lords in the case of The Norman [1960] 1 Lloyd’s Rep 1, seems to me to have thrown quite a fresh light on the extent of the managerial duties of owners and managers, especially in relation to the supply of navigational information and publications to their vessels. It seems to me that it is no longer permissible for owners or managers to wash their hands so completely of all questions of navigation, or to leave everything to the unassisted discretion of their masters.”

16. Does failure to obtain the necessary information suffice for the purposes of art, V(2) CLC 1992/a rt. 4 LLMC/arts. 7(5) and 9(2) HNS?

Yes.

16a. If the answer to the previous question is in the affirmative, what are the relevant requirements?

Please see above at 15a.

The Court in the Sunrise Crane held that the appellant “*had a duty to ensure that there was a proper system on board the vessel for dealing with such cargo (being the nitric acid), in particular in relation to the transfer of the cargo between vessels or between the vessel and a shore installation*”.

**V. "SUCH DAMAGE"/"SUCH LOSS"**

17. How has the term "such loss"/"such damage" (art, 4 LLMC - art. V(2) CLC 1996/arts. 7(5) and 9(2) HNS 1996, respectively) been interpreted in your jurisdiction?

Limitation of liability of shipowners for maritime claims is dealt with statutorily under Part VIII of the Merchant Shipping Act. Such claims include those for death or personal injury, loss or damage to goods occurring on board or in connection with the operation of a ship.

**VI. BURDEN OF PROOF**

18. Who bears the burden of proof to show that the requirements for breaking the right to limit are fulfilled?

In Singapore, the burden of proof in civil proceedings is on the balance of probabilities.

The party asserting must bear the burden of proof in proving his assertions. Therefore the Shipowner would first have to prove that it is able to rely on the limitation on liability. Where the Claimant asserts that limitation on liability should be broken, the Claimant bears the burden of proving that the requirements for breaking the right to limit are fulfilled.

19. Is it possible under the procedural rules of your jurisdiction that the burden of proof may shift to the person liable under certain conditions?

Yes. In The Sunrise Crane [2004] 4 SLR(R) 715, the Appellant pleaded that it was entitled to limit its liability under the Merchant Shipping Act. The Court of Appeal upheld the Trial Judge’s finding that “*in order for a shipowner to rely on the limitation of liability provided by S136 of the Merchant Shipping Act, he had the onus of proving that the loss or damage caused by the negligent navigation or management of his ship took place without his “actual fault or privity”.*

**VII. INDICATIVE REFERENCE TO OTHER CONVENTIONS**

20. What is the wording used to implement art, 10(2) WRC and art. 10(2) Bunkers Convention in your jurisdiction?

|  |
| --- |
| **WRC** |
| **Article 10 (2)** | Nothing in this Convention shall affect the right of the registered owner to limit liability under any applicable national or international regime, such as the Convention on Limitation of Liability for Maritime Claims, 1976, as amended. |
| **Merchant Shipping (Wreck Removal) Act 2017** |
| S12 | Limitation of liability under section 1012. If a registered owner of a ship incurs liability under section 10, that liability may be limited in accordance with and in the manner provided in Part VIII of the Merchant Shipping Act (Cap. 179), as if paragraph 1(d) and (e) of Article 2 of the Convention on Limitation of Liability for Maritime Claims, 1976, has the force of law in Singapore. |
|  |
| **Bunkers Convention**  |
| Article 10  | 1. Any judgments given by a Court with jurisdiction in accordance with article 9 which is enforceable in the State of origin where it is no longer subject to ordinary forms of review, shall be recognised in any State Party, except:(a) Where the judgment was obtained by fraud; or(b) Where the defendant was not given reasonable notice and a fair opportunity to present his or her case.2. A judgment recognised under paragraph 1 shall be enforceable in each State Party as soon as the formalities required in that State have been complied with. The formalities shall not permit the merits of the case to be re-opened. |
| **Merchant Shipping (civil liability and compensation for bunker oil pollution) act** |
| S29(4) and (5) | (4) Subject to subsection (5), Part I of the Reciprocal Enforcement of Foreign Judgments Act (Cap. 265) shall apply, whether or not it would so apply apart from this section, to any judgment given by a court in a Fund Convention country to enforce a claim in respect of liability incurred under any provision corresponding to section 27, and in its application to such a judgment that Part shall have effect with the omission of section 5(2) and (3) of that Act.(5) No steps shall be taken to enforce such a judgment unless and until the court in which it is registered under Part I of the Reciprocal Enforcement of Foreign Judgments Act (Cap. 265) gives leave to enforce it, and —(a) that leave shall not be given unless and until the Fund notifies the court either that the amount of the claim is not to be reduced under section 28(1) or that it is to be reduced to a specified amount; and(b) in the latter case, the judgment shall be enforceable only for the reduced amount. |

21. How have art, 10(2) WRC and art. 10(2) Bunkers Convention been interpreted in your jurisdiction in the context of breaking the right to limitation?

There have been no reported cases of limitation having been successfully broken in Singapore.

**VIII. EQUIVALENT PROVISIONS**

22. The same language for the test for breaking the liability limits is used in art IV (5)(e) of the Hague Rules as amended by the Visby Protocol.

22a. Has your country ratified the Hague-Visby Rules or enacted these rules into their domestic legislation?

Yes. S3(1) of the Carriage of Goods by Sea Act (Cap. 33) gives the Hague-Visby Rules force of law.

22b. If the answer to the previous question is in the affirmative, how are the relevant criteria as listed above (II-V) interpreted in the context of the respective provision incorporating art. IV (5)(e) of the Hague-Visby Rules?

There have been no reported cases of limitation having been successfully broken in Singapore.

**ANNEX A**

|  |  |
| --- | --- |
| **International Convention on Civil Liability for Oil Pollution Damage 1969**  | **Comments:**  |
| ART V(2) | 2. If the incident occurred as a result of the actual fault or privity of the owner, he shall not be entitled to avail himself of the limitation provided in paragraph 1 of this Article. | The domestic provisions retain the same intention as the convention provisions, ie. To disentitle the owner from limiting his liability where the pollution damage results from “anything done or omitted to be done” with “intent” or “recklessly” causing such damage or cost with the “knowledge that any such damage or cost would probably result”.  |
| **International Convention on Civil Liability for Oil Pollution Damage 1969 (1992 Protocol)** |
| ART V(2)  | 2. The owner shall not be entitled to limit his liability under this Convention if it is proved that the **pollution damage resulted from his personal act or omission, committed with the intent to cause such damage, or recklessly and with knowledge that such damage would probably result.**  |
| **Merchant Shipping (Civil Liability and Compensation for Oil Pollution) Act**  |
| S6 (Limitation of Liability) Sub – (4)  | (4) Subsection (1) shall not apply in a case where it is proved that the discharge or escape, or the relevant threat of contamination, as the case may be, **resulted from anything done or omitted to be done by the owner either with intent to cause any such damage or cost as is mentioned in section 3 or recklessly and in the knowledge that any such damage or cost would probably result.** |
|  |  |
| **Convention on Limitation of Liability for Maritime Claims 1976 (1996 Protocol)**  | S135(3) of the Merchant Shipping Act incorporates Article 4 of the LLMC.  |
| ART 4  | A person liable shall not be entitled to limit his liability if it is proved that the loss resulted from his personal act or omission, committed with the intent to cause such loss, or recklessly and with knowledge that such loss would probably result.  |
| **Merchant Shipping Act**  |
| S135 (3) | (3) This section does not exclude the liability of any person for any loss or damage resulting from any such personal act or omission of his as is mentioned in Article 4 of the Convention. |
|  |  |
| **International Convention on Civil Liability for Bunker Oil Pollution Damage 2001**  | S6(3) of the Merchant Shipping (Civil liability and Compensation for bunker oil pollution) Act incorporates any amendments made to Article 6 of the Bunker Convention.  |
| ART 6 | Nothing in this Convention shall affect the right of the ship-owner and the person or persons providing insurance or other financial security to limit liability under any applicable national or international regime, such as the Convention on Limitation of Liability for Maritime Claims, 1976, as amended. |
| **Merchant Shipping (civil liability and compensation for bunker oil pollution) act** |
| S6(1) and (3) | 6.—(1) Where, as a result of any occurrence, the owner of a ship incurs a liability under section 3 by reason of a discharge or an escape or by reason of any relevant threat of contamination, then, subject to subsection (4), he may limit that liability in accordance with and in the manner provided in section 136 of the Merchant Shipping Act (Cap. 179), and if he does so his liability (being the aggregate of his liabilities under section 3 resulting from the occurrence) shall not exceed the relevant amount.… (3) The Authority may, with the approval of the Minister, by order published in the Gazette, make such amendments to subsection (2) as may be appropriate for the purpose of giving effect to the entry into force of any amendment of the limits of liability laid down in Article 6 of the Bunker Convention. |
|  |  |
| **Nairobi International Convention on the Removal of Wrecks 2007** | S12 of the Merchant Shipping (Wreck Removal) Act 2017 gives the registered owner the right to limit liability as if Article 2 LLMC has the force of law.  |
| ART 10(2)  | 2 Nothing in this Convention shall affect the right of the registered owner to limit liability under any applicable national or international regime, such as the Convention on Limitation of Liability for Maritime Claims, 1976, as amended. |
| **The Merchant Shipping (Wreck Removal) Act 2017** |
| S12  | 12. If a registered owner of a ship incurs liability under section 10, that liability may be limited in accordance with and in the manner provided in Part VIII of the Merchant Shipping Act (Cap. 179), as if paragraph 1(d) and (e) of Article 2 of the Convention on Limitation of Liability for Maritime Claims, 1976, has the force of law in Singapore. |
|  |  |  |
| **International Convention on liability and compensation for damage in connection with the Carriage of Hazardous and Noxious Substances by Sea 1996 (2010 Protocol)** | Singapore has acceded to the OPRC-HNS protocol 2000. Singapore also has in place the Prevention of Pollution of the Sea (Hazardous and Noxious Substances Pollution, Preparedness, Response and Co-operation) Regulations 2004. However, the HNS is not ratified in Singapore. The legislation in place does not provide for limitation of liability.  |
| 7(5) | Article 7(5) Subject to paragraph 6, no claim for compensation for damage under this Convention or otherwise may bemade against:(a) the servants or agents of the owner or the members of the crew;(b) the pilot or any other person who, without being a member of the crew, performs services for the ship;(c) any charterer (howsoever described, including a bareboat charterer), manager or operator of the ship;(d) any person performing salvage operations with the consent of the owner or on the instructions of a competent public authority;(e) any person taking preventive measures; and(f) the servants or agents of persons mentioned in (c), (d) and (e);unless the damage resulted from their personal act or omission, committed with the intent to cause such damage, or recklessly and with knowledge that such damage would probably result. |
| 9(2) | Article 9(2) The owner shall not be entitled to limit liability under this Convention if it is proved that the damage resulted from the personal act or omission of the owner, committed with the intent to cause such damage, or recklessly and with knowledge that such damage would probably result. |