



**MINISTÈRE
DE LA TRANSITION
ÉCOLOGIQUE
ET DE LA COHÉSION
DES TERRITOIRES**

*Liberté
Égalité
Fraternité*

CONCOURS D'OFFICIERS/ÈRES DE PORT (CONCOURS INTERNE ET EXTERNE)

SESSION 2023

2023-OPCNE2CN-10

2023-OPCNE2CN-20

ÉPREUVE n°2

ANGLAIS

**Version et thème faisant appel à des connaissances
en anglais de niveau élémentaire à caractère
maritime**

(durée : 2 heures – coefficient : 1)

**RAPPEL AUX CANDIDATS : AUCUN SIGNE DISTINCTIF NE DOIT APPARAÎTRE
SUR LA COPIE ET LES INTERCALAIRES**

ÉCRIRE A L'ENCRE BLEUE OU NOIRE EXCLUSIVEMENT

**L'USAGE D'UN DICTIONNAIRE ENTIÈREMENT RÉDIGÉ EN ANGLAIS EST
AUTORISÉ**

Ce document comporte 04 pages y compris celle-ci

Version (12 pts)
(translate into french)

The Bill of lading

The B/L is a document issued by the carrier, filled out by the shipper or their representative. It occupies a prime position in the Brussels convention 1924 and in the French law. It is, nonetheless, not compulsory except if it is requested by the shipper.

The B/L which is basically a contract of transport, has also a commercial role: it is an endorsable title. It enables the seller to transfer the ownership of the goods to a buyer while they are travelling, and the buyer to virtually hand them in to a banker as a guarantee to ensure the loan payment which was used to buy the goods.

It is the carrier's signature which gives it its value.

It has three roles: it is a goods receipt (quantity and quality), a proof of the contract of transport (signed only by the carrier) and a title representing the goods (which is a good guarantee for bankers as it physically replaces the goods).

There are always three original copies: one for the Master and the shipper, one for the seller and one for the consignee.

The carrier can take exceptions to the B/L. When it is not done, it means that the goods are accepted in the state they're in.

I-The parties' obligations

The contract's parties are the carrier and the goods beneficiaries (exporter, importer, transport services...).

They all have obligations within the contract of transport.

a) The carrier's obligations

- Making a seaworthy ship available to the shipper
- Taking charge of the goods (accept the liability)
- Deck stowing and lashing must be carefully carried out and with the shipper's agreement
- Goods must be carried from one port to another and be delivered to the right port of destination and to the right person (carrying the B/L)

b) The beneficiaries' obligations

- Freight payment to the carrier
- Shipper must submit the goods where and when it was fixed by the parties and genuinely declare them.

II-The carrier's liability and its limitation

The principle of the carrier's strict liability is applicable, which means that the shipper doesn't have to prove their (carrier) fault to engage their liability.

Delays are not usually taken into account except if a time limit to transport the goods was specified in the contract of transport.

Direct damage to the goods (rotting caused by delay...) will be compensated but not indirect damage.

According to common law, the carrier can be exempted from their liability in case of force majeure or due to the victim's or a third party's negligence.

But in the case of maritime law, the Brussels convention provides for 17 exempted cases and the French law 9.

It concerns events related to different parameters:

-Natural or political phenomenon: strikes, wars, perils, hazards, quarantine, government measures... As a generality, facts for which the carrier cannot be blamed, which shouldn't be mistaken with "force majeure".

-Shipper's negligence or anything to do with the goods: volume shrinkage, shipper's oversight, inherent defect of the goods, lack or inaccuracy of the packaging or labels...

-Ship operation: fire, error or negligence of the Master and the carrier's agents (pilot, seafarers...), rescue or rescue attempt of life or property at sea, ship's hidden defects having slipped a vigilant survey.

The nautical error is a specificity of maritime law which scope is becoming narrower and narrower.

The wrongful act (breach of the ship's safety...) and its target (vessel or shipment) are more and more taken into account.

The carrier's liability is limited by the contract of transport under which it was laid (Brussels, French law, Hamburg and Rotterdam).

Exclusions to the limitations exist according to the agreements among the parties or to sanction the carrier in case of unforgivable error (error made while being aware that damage will probably result).

Thème (8 pts)

(Translate into english)

- 1) Vérifiez que les cales frigorifiques sont prêtes pour le chargement.
- 2) Les travaux réalisés dans le chenal de ce port ont permis aux navires à grand tirant d'eau d'y faire escale.
- 3) Le pétrolier a chaviré suite à la voie d'eau, obligeant tout l'équipage à embarquer dans l'embarcation de sauvetage tribord sur ordre du Commandant.
- 4) Pendant les opérations de chargement ou de déchargement, de puissants ventilateurs évacuent les gaz d'échappement des véhicules et un système de ballastage automatique maintient la gîte du navire à un niveau minimum.
- 5) L'immobilisation d'un navire est une situation dans laquelle un navire est empêché de quitter le port en raison du non-respect des normes portuaires et internationales en matière de sécurité, d'hygiène, d'état général et de gestion des déchets.
- 6) Ces navires sont équipés d'hélices à pas variable et de propulseurs afin de se passer

de remorqueurs lors des manœuvres dans les ports.

7) Lors de l'abandon du navire, les membres d'équipage doivent porter une combinaison d'immersion qui est un vêtement étanche, isolé et flottant.

8) Le lavage au pétrole brut est un système par lequel les réservoirs de pétrole d'un pétrolier sont nettoyés entre les voyages non pas avec de l'eau, mais avec du pétrole brut, la cargaison elle-même.