



Accident Report  
*Sinbad & Unnamed Dinghy*  
Collision at Bon Accord Harbour  
on 26 March 2005  
Class B



REPORT NO.: 05 3701

## *SINBAD & DINGHY – COLLISION*

Whilst on passage from Hokimai Bay to Sandspit, *Sinbad* was in a collision with an *Unnamed Dinghy* whilst in Bon Accord Harbour.



*Sinbad*



*Unnamed Dinghy*



## Details of Vessel, Owner & Management, Classification, Navigational Equipment, Manning & Crew:

<b>Name of Vessel:</b>	<i>Sinbad</i>
<b>Vessel Type:</b>	Restricted Passenger Ship
<b>Home Port:</b>	Sandspit
<b>Flag:</b>	New Zealand
<b>MSA No.:</b>	126028
<b>Built:</b>	1988
<b>Construction Material:</b>	Glass Reinforced Plastic
<b>Length Overall (m):</b>	7.3
<b>Maximum Breadth (m):</b>	2.4
<b>Displacement:</b>	Approximately 3 tonnes
<b>Propulsion:</b>	Volvo Penta 200 horsepower. Duoprop stern leg.
<b>Safe Ship Management (SSM) Company:</b>	Survey Nelson
<b>Accident Investigator:</b>	Andrew Hayton



- **SSM Certificate**

Issued 14 December 2004. Valid to 28 September 2005.

- **Skipper Details**

20 year old male. Possessed an Inshore Launch Masters (ILM) Certificate of Competency issued 13 June 2003. He had been Skipper of *Sinbad* for eight months along with other vessels within the owner's fleet.

- **Passenger Details**

Two adults and two children

### Navigational Equipment

**Radar:** None fitted

**Electronic Chart Plotter:** None fitted.

Name of Vessel:	<i>Unnamed</i>
Vessel Type:	Dinghy
Built:	1995
Construction Material:	Wood
Length Overall (m):	3.66
Maximum Breadth (m):	1.2
Propulsion:	2 Horsepower Honda outboard.

- **Skipper Details**

28 year old male. He possessed no maritime qualifications but was experienced in the operation of small vessels.

- **Crew Details**

31 year old male. He possessed no maritime qualifications and was not experienced in the operation of small vessels.



# NARRATIVE

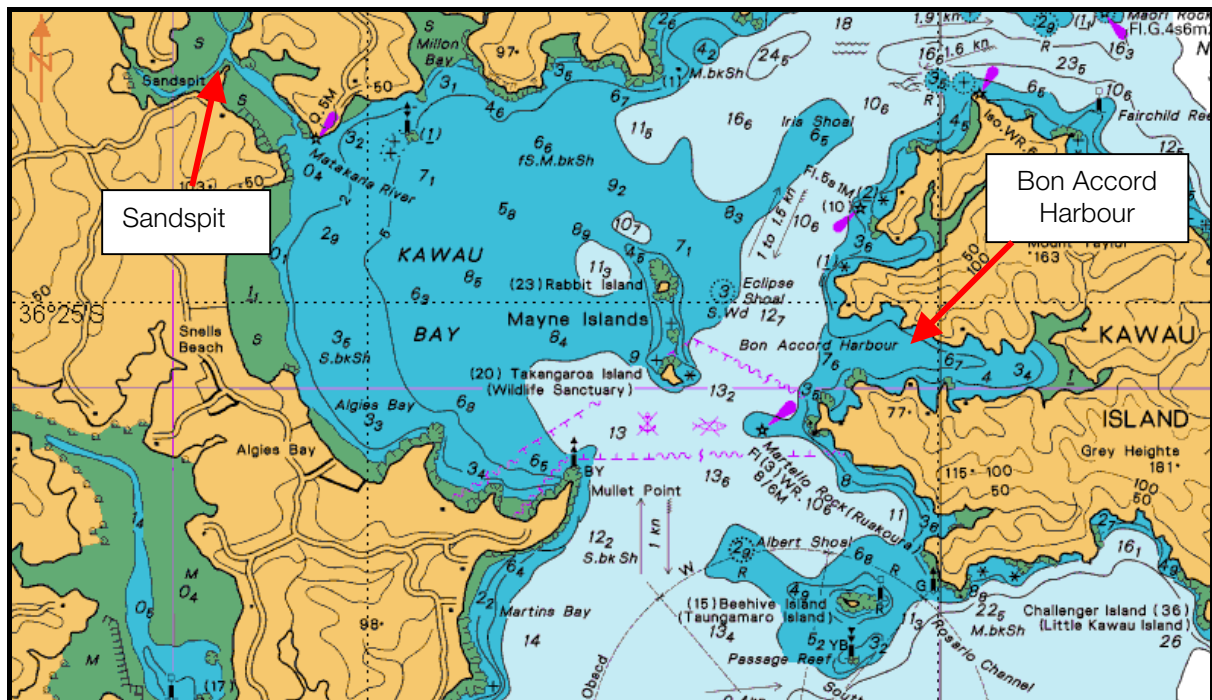


Figure 1

On Saturday 26 March 2005, at approximately 2000 hours New Zealand Standard Time (NZST), an unnamed dinghy was launched from the shore into Schoolhouse Bay, Bon Accord Harbour, Kawau Island (See Figure 2). The two crewmembers had borrowed the dinghy from its owner. The dinghy was rowed a short distance until the water became deep enough to use the outboard engine.

At approximately 2010 hours, *Sinbad* departed Hokimai Bay, Bon Accord Harbour (See Figure 2), bound for Sandspit. In addition to the Skipper, there were two adults and two children passengers onboard. *Sinbad* proceeded out of the Harbour at a speed of approximately 7 knots.

Upon passing south of the Yacht Squadron clubhouse, on the northern shoreline of Bon Accord Harbour (See Figure 2), *Sinbad* passed to port of *Lion New Zealand*, which was anchored south of the clubhouse, and the Skipper of *Sinbad* increased the engine revolutions to 3000 RPM (revolutions per minute) to give a speed of approximately 20 knots.

The Skipper of the dinghy set a direct course to his destination, the Yacht Squadron clubhouse. The dinghy's crewmember sat on a thwart, amidships, facing the stern of the dinghy. He held a flashlight that could be used to signal their presence to other vessels. The crewmember shone the flashlight over his right shoulder to illuminate the Bay and Harbour on the port side of the dinghy. At approximately this juncture, the dinghy passed close to the west of a moored barge in Schoolhouse Bay.

At approximately 2020 hours, the two Skipper's noticed the presence of each other's vessels at approximately the same time. The Skipper of *Sinbad* noticed only the white writing on the crewmembers tee-shirt. The Skipper of the dinghy only had time to put the tiller hard over to port to initiate a turn to starboard. The Skipper of *Sinbad* pulled the engine out of gear and put the helm hard over to starboard. Approximately two or three seconds later, the two vessels collided. The owner of the dinghy, who did not witness the collision, was of the opinion that it occurred close to the Schoolhouse Bay side of the harbour. The position of the collision was marked and signed by the Skipper of the dinghy on an extract of NZ Chart 5227 – Cape Rodney to Motuora Island, as being on or about the 5 metre sounding line, close to the entrance to Schoolhouse Bay and just to the north of the moored barge. The distance from this collision point to the nearest high water mark on the land is about 1 cable or about 186 metres.



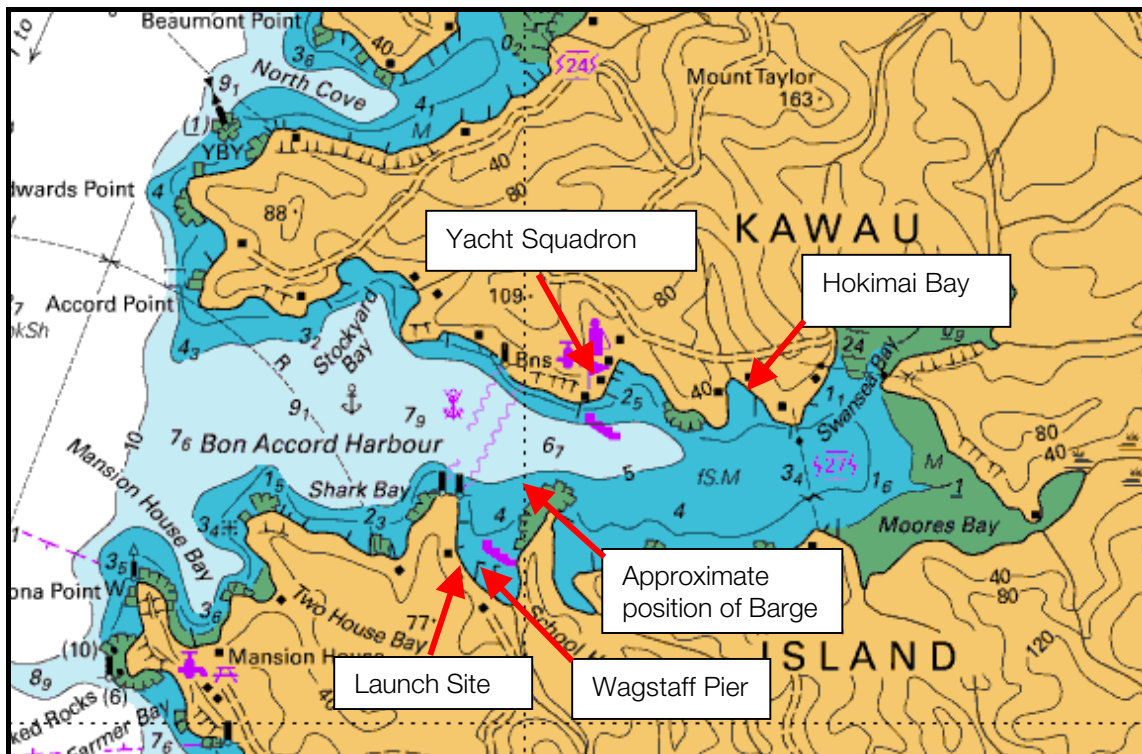


Figure 2

The crew of the dinghy were thrown into the water as the dinghy capsized. The Skipper of *Sinbad* manoeuvred his vessel back to the scene of the collision and recovered first the crewmember and then the Skipper. Both of the dinghy crew were injured. The crewmember had back injuries and was laid on top of the engine cover. The Skipper of *Sinbad* called the vessel's owner on his cell phone advising him of the situation. The owner, who resides in Bon Accord Harbour, quickly proceeded to the scene on another of his vessels, *Sinbad V*.



The Skipper of *Sinbad* and his passengers transferred to *Sinbad V* and they continued their voyage to Sandspit. In the meantime, the owner took *Sinbad* and the dinghy crew to Wagstaff wharf (See Figure 2), where by chance a Doctor was visiting a house close by. The Doctor assisted the injured men and emergency equipment was brought from the Civil Defence Co-ordinator. The Doctor assessed the crew member's injured back and he was assisted onto the wharf and placed on a stretcher. Both occupants of the dinghy were extremely cold and one of them was in obvious pain from a serious shoulder injury. His wet upper clothing was removed and he was wrapped in a duvet while awaiting evacuation. A helicopter evacuation was considered and *Sinbad* proceeded to Mansion House Bay (See Figure 2), where a helicopter could land if required. It was then decided to take the injured crewmembers to Sandspit by boat.

Upon arrival at Sandspit wharf, *Sinbad* was met by an ambulance, which transferred the two injured crew to hospital.

## Independent Evidence

The dinghy was observed heading out of Schoolhouse Bay shortly before the collision by the owner of a vessel that was moored to the west of a wharf located at the southern end of the Bay. The owner did not observe any lights on the dinghy when it passed his vessel but other people on board recalled seeing a light.

A few minutes later the owner heard a loud bang. As it was dark at the time, the owner was reluctant to go and offer assistance using his own vessel in case there were people in the water and he might inadvertently cause injury. He turned on his VHF to ascertain if a Mayday had been sent but did not hear anything. He then heard screaming and saw spotlights being shone in Bon Accord Harbour.

Based on the time interval that elapsed between the dinghy passing his vessel and hearing the loud bang, the owner was of the opinion that the collision occurred closer to the yacht squadron than Schoolhouse Bay. He said that if the collision had occurred close to Schoolhouse Bay he would have gone over to assist.

The owner felt that the water taxi should have sent a Mayday message so that a more rapid response could have been activated.

Another boat owner, whose house was located in Schoolhouse Bay, was first alerted to the collision by an unidentified bystander who called at his house to collect a Civil Defence stretcher. The Owner of the ***Unnamed Dinghy*** was at Wagstaff Wharf attending to the injured parties. Upon being told of the collision, he decided to launch his own craft to recover the unnamed dinghy so that it did not pose a navigational hazard to other vessels. He estimated that he located the remains of the unnamed dinghy about thirty minutes or so after the collision. At that time the dinghy was partially submerged in a position near to the entrance to Schoolhouse Bay. The owner of the boat could not recall the exact distance from the shore that he found the dinghy but said it would have been in the region of 200 metres.



## FINDINGS

At the time of the accident, there was approximately 10 knots of westerly wind and the sea within Bon Accord harbour was calm. The sky was partly cloudy and the visibility was good. The tidal stream in Bon Accord Harbour was negligible. The collision occurred approximately 10-15 minutes after High Water when the tidal stream would have started to ebb out of the Harbour.

The time of moonrise was 1837 hours. It was a full moon.

At the time of the accident, the moon was bearing 079°(T) and had an altitude of approximately 20°.

High water at Bon Accord Harbour was at 1954 hours NZST.

The occupants of the dinghy were not wearing lifejackets, nor did the dinghy contain any lifejackets or other emergency equipment.

**Section 2.1 (1) of the Auckland Regional Council Navigation Safety Bylaws 2000**, which apply in Bon Accord Harbour, states as follows:

*“No person in charge of a pleasure craft may use it to be used unless it carries at the time of use, and in a readily accessible location, sufficient serviceable life jackets of an appropriate size for each person on board.”*

The dinghy’s crewmember was using a powerful flashlight in order to make the dinghy visible to other vessels. His evidence was that he only shone the light over his right shoulder as he sat facing the stern of the dinghy. The flashlight was used to sweep the bay from the west (the entrance to Bon Accord Harbour) as far as the Yacht Squadron, and to illuminate the northern coastline of the harbour. He stated the flashlight was used once, for a period of approximately 20 seconds. The Skipper of **Sinbad** states that his vessel was exhibiting the correct navigational lights, namely a white masthead light, red and green sidelights and a white stern light.



**Maritime Rule 22.23 Power-driven vessels underway** states:

- (1) *Subject to 22.23(3), a power-driven vessel underway must exhibit:*
  - (a) *a masthead light forward; and*
  - (b) *a second masthead light abaft of and higher than the forward one; EXCEPT that a vessel of less than 50 metres in length is not obliged to exhibit such light but may do so; and*
  - (iii) *sidelights; and*
  - (iv) *a sternlight.*
- (1) *In addition to the lights prescribed in rule 22.23(1), an all-round flashing yellow light must be exhibited by-*
  - (a) *air cushion vessels operating in the non-displacement mode; and*
  - (b) *high speed vessels whilst operating within a harbour at or above a speed of 25 knots*
- (3) (a) *Instead of the lights prescribed in Rule 22.23(1)-*
  - (i) *a power-driven vessel of less than 12 metres in length may exhibit an all-round white light and sidelights; and*

- (ii) a power-driven vessel of less than 7 metres in length whose maximum speed does not exceed 7 knots may exhibit an all-round white light and must, if practicable, exhibit sidelights.

The speed of the dinghy did not exceed 7 knots.

- (b) *the masthead light or all-round white light on a power-driven vessel of less than 12 metres in length may be displaced from the fore and aft centreline of the vessel if –*
- (i) *a centreline fitting is not practicable; and*
- (ii) *sidelights are combined in one lantern which must be either*
- (aa) *carried on the fore and aft centreline of the vessel; or*
- (bb) *located as nearly as practicable in the same fore and aft line as the masthead light or the all-round white light.*

Both Skippers only noticed the presence of the other vessel just prior to colliding.

**Maritime Rule 22.5 Look-out** states :

*Every vessel must at all times maintain a proper look-out by sight and hearing as well as by all available means appropriate in the prevailing circumstances and conditions so as to make a full appraisal of the situation and of the risk of collision.*

At the time of the collision, **Sinbad** was proceeding at approximately 20 knots. At the time, the Skipper of **Sinbad** claims to have been more than 200 metres from the shore. The Skipper and owner of the dinghy claim that the collision occurred within 200 metres of the shore. Nevertheless-



**Maritime Rule 22.6 Safe Speed** states:

*Every vessel must at all times proceed at a safe speed so that proper and effective action to avoid collision can be taken and the vessel can be stopped within a distance appropriate to the prevailing circumstances and conditions. In determining a safe speed the following factors must be among those taken into account:*

- (a) *For all vessels-*
- (a) *the state of visibility.*
- (b) *the traffic density, including concentrations of fishing vessels or any other vessels;*
- (c) *the manoeuvrability of the vessel, with special reference to stopping distance and turning ability in the prevailing conditions;*
- (d) *at night, the presence of background light such as from shore lights or from back scatter of her own lights;*
- (e) *the state of wind, sea and current, and the proximity of navigational hazards;*
- (f) *the draught in relation to the available depth of water.*

**Section 3.2 (1) of the Auckland Regional Council Navigation Safety Bylaws 2000**, states as follows:

“No person may propel or navigate a vessel (including a vessel towing someone or some object) at a proper speed exceeding 5 knots:

- (a) within 50 metres of any other vessel, raft, or person on the water; or

- (b) within either 200 metres of the shore or of any structure, or on the inshore side of any row of buoys demarcating that distance from the shore or structure; or
- (c) within 200 metres of any vessel or raft that is flying Flag A of the International Code of Signals; or
- (d) within 200 metres of an area designated by a harbourmaster.

Considering that small vessels frequent Bon Accord Harbour, it would have been prudent for the Skipper of **Sinbad** to have proceeded at a reduced speed within the harbour so that he could comply with **Maritime Rule 22.6**. Moreover, sea room is reduced the further one proceeds into Bon Accord Harbour with the distance between the eastern headland of Schoolhouse Bay and the northern shoreline of the Bay being no more than about 450 – 500 metres, necessitating the need to proceed with appropriate caution. This was not shown by the Skipper of **Sinbad**.

**Maritime Rule 22.15 Crossing Situation** states:

*When two power driven vessels are crossing so as to involve risk of collision, the vessel which has the other on its own starboard side must keep out of the way. The vessel required to keep out of the way must, if the circumstances of the case allow, avoid crossing ahead of the other vessel.*

In this incident, the Dinghy was the give way vessel and **Sinbad** was the stand on vessel.

Prior to eating dinner and departing from School House Bay, the dinghy's Skipper claims to have consumed four beers over a four hour period between lunch and dinner. The crewmember claims to have consumed two handles of beer. The Skipper of **Sinbad** claims not to have consumed any alcohol prior to the accident.

The Skipper of the dinghy suffered a cracked left shoulder blade, neck, head and other lacerations, and a rupture of a rotator cuff tendon. The Skipper was off work for more than two months following the accident.

The crewmember suffered contusions to his spine and neck, two possible broken ribs, deep tissue bruising and numerous lacerations and scrapes. He was off work for two weeks followed by four weeks of reduced hours. He was only due to return to full duties in early June, after undergoing physio and hydrotherapy on a bi-daily basis since the accident.

The Skipper of **Sinbad** had attended a 2 day Basic First Aid course in 2003.



## COMMENTS RECEIVED ON THE DRAFT & REDRAFTED REPORTS

The Skipper of the unnamed dinghy commented extensively on the draft and redrafted copy of this report. Amongst his comments:

- The Skipper queries why he was not seen by the water taxi, despite having a torch so powerful that they could illuminate trees across the harbour. The torch had a candle power of two million.
- The Skipper vehemently disputes that the collision occurred more than 200 metres from the shore.
- The Skipper states that back injuries must be treated with due care and that his crewmember was laid on *Sinbad's* engine cover in a haphazard fashion.
- The Skipper states that the flashlight was shone in every direction, albeit this is contrary to the evidence of the dinghy's crewmember. The Skipper then went on to state that the torch was not shone everywhere in the Bay as they did not want to annoy moored vessels. In further comments on the re-drafted report, the Skipper reiterated that the torch was not shone on any moored vessels but that it was kept switched on at all times. Once the dinghy had passed the moored barge, the torch was shone up and down the harbour and not just towards Mansion House Bay. This does not accord with the evidence of the crew member, who does not refer to shining the torch up the harbour. The Skipper went on to state that there was no way he would attempt to cross a harbour without illuminating both directions to warn others of his presence.
- The Skipper states that the barge was moored inside the heads of School House Bay. The position of the barge on *Figure 2* is representative of the position of the barge on the chartlet drawn by and signed by the Skipper of the dinghy. The owner of the dinghy states that the barge was moored inside the heads of Schoolhouse Bay
- The Skipper is also very concerned about the medical treatment he received from the Skipper and owner of *Sinbad*, and their medical competence in general. Whilst there is a requirement to have attended an approved 2 day first aid course and obtained a First Aid Certificate upon first obtaining an ILM Certificate, there is currently no requirement for updating this first aid certificate in order to keep an ILM Certificate valid. It is impossible to know whether the dinghy's occupants suffered additional injuries due to their treatment after being pulled from the water.
- The Skipper states that no first aid kit was produced, or a hypothermia blanket, or blankets. Whilst *Sinbad* carried a first aid kit there is currently no legal requirement that she be equipped to carry blankets or hypothermia blankets.
- The Skipper notes that there was no flashing yellow light on the water taxi as they often exceed 25 knots throughout Bon Accord Harbour. The Skipper of *Sinbad* claims to have been travelling at 20 knots, less than the 25 knots that requires a flashing yellow light to be exhibited. The Skipper stated that there is no water in Bon Accord Harbour, more than 200 metres from the shore except for one very narrow strip of water, but that the collision was nowhere near this point. He is adamant that the collision occurred within 200 metres of land and that *Sinbad* should have been doing 5 knots maximum.
- The Skipper states he has never seen a dinghy with navigational lights. It is however possible to purchase battery-powered lanterns specifically designed for fitting to such a dinghy. Only a vessel propelled by oars is allowed to use a flashlight rather than fixed navigational lights.
- The Skipper pointed out that the lack of lifejackets had no bearing on the collision itself.



In commenting on the re-drafted report, Solicitors instructed on the behalf of the owner of **Sinbad** stated as follows:

- There is clear evidence from the Skipper of the water taxi, passengers and also from the Owner, who attended the accident, that the occupants of the dinghy acknowledged at the time that the torch was only used for a total of some 20 seconds during their passage across the harbour i.e. it was not shining continuously and it was certainly not shining at any time towards **Sinbad**.
- **Sinbad** was on a trip from Hokimai Bay to Sandspit. Accordingly, there would have been absolutely no reason for **Sinbad** to be within 200 metres of the southern shore of Bon Accord Harbour.
- There is no requirement for **Sinbad** to have a flashing yellow light as the vessel at no time exceeds 25 knots.
- It is not accepted that there is no water in the bay more than 200 metres from the shore except for one very narrow strip of water. The width of the bay at the point of impact is approximately 450 metres at low water mean.
- Anybody who goes to Kawau Island cannot help but know that taxis are frequently going in and out of the harbour. In my submission it is incumbent on all small boat owners to have fixed battery powered lanterns if travelling at night (it is noted in your report that it is possible to purchase them). It is also incumbent for other persons using the harbour to have regard to the service provided by the taxis just in the same way as anyone on a boat between Auckland City and Devonport knows that ferries will be crossing the harbour on a regular basis.
- The Skipper of **Sinbad** is not a Doctor. He has however attended proper first aid courses and the best was done in the circumstances that existed. The owner was on the scene within 5-10 minutes and he was complimented by other passengers of the taxi as to the way in which he handled the situation and cared for the men involved. It must be borne in mind that the injuries that occurred, occurred in the accident and not as a result of the first aid provided. It is certainly denied that any additional injuries were caused to them after they were pulled from the water. It is noted that the first thing that occurred was that the owner arranged for the dinghy crew to be taken to Wagstaff Wharf where he knew a Doctor was visiting. This assistance was provided immediately and emergency equipment was brought by the civil defence coordinator.
- The first aid kit was on the boat was required by law. A decision was made at an early point to call for assistance and the Westpac Rescue Helicopter was called. Unfortunately it could not attend quickly enough and the decision was made to transfer the injured parties to Sandspit Wharf where an ambulance was waiting for them.

Following incorporation of the comments received on the two draft reports sent to parties for comment, a third draft report was issued for comment. A passenger on **Sinbad** commented as follows:

- "**Sinbad** was cruising in the middle of the harbour, if not closer to the Yacht Squadron side of the harbour than the School House Bay side, as is normal for the Water Taxi Service after leaving Hoki Mai.
- I would suggest that **Sinbad** did not swerve, or disengage the motor until right on impact, or maybe a fraction of a second before, not 2-3 seconds prior as stated. This is because the first thing I knew about the collision was the bang as we hit the dinghy. I would have noticed a large swerve and the motor revs dropping off 2-3 seconds prior as this would have been a long enough period to notice that.



- Following the collision, the occupants of the dinghy never mentioned that they had a torch and never asked why we did not see it. They did however, keep asking why *Sinbad* was going so fast, so close to the shore. In fact, this was basically the very first thing they said to us as we came to assist them while they were still in the water.
- As you can imagine, it is not easy pulling an injured person, who cannot assist you, out of the water and over the side of a boat with high sides, such as *Sinbad*. The passenger that we pulled out and left on the engine cover was left because he was in considerable pain and to move him from there to the floor was considered too risky, as we did not know what injury he had suffered and it was best to leave him where he ended up after pulling him from the water, until others more qualified could assess his condition. We assessed the two men for obvious injuries, e.g., cuts, broken arms or legs etc., and found nothing that required immediate first aid, therefore the Skipper did not get out the first aid kit. Ideally, it would have been great to have a blanket or something to put over the injured men. Outside of that, I believe we did the best we could under the circumstances.
- Once the two men were on board, we tied the dinghy to the rear cleat of *Sinbad* and began to slowly tow the dinghy out of the middle of the Harbour and across to School House Bay while waiting for the owner of the Water Taxi company to arrive and assist (approximately 7-10 minutes). This tow line was released by the owner of the Water Taxi company when he arrived and we were transferred to his boat to resume our trip to Sandspit”.



# SAFETY RECOMMENDATIONS

It is recommended that:

1. A letter be sent to the Skipper of the unnamed dinghy outlining the requirements of **Maritime Rules 22.5, 22.23** and **section 21(1)** of the Auckland Regional Council Navigation Safety Bylaws 2000.
2. A letter be sent to the Skipper of *Sinbad* reminding him of the requirements of **Maritime Rules 22.5** and **22.6**.
3. The owner of *Sinbad* issue a formal written reminder to the Skippers of his vessels, requiring them comply with the requirements of **section 3.2(1)** of the Auckland Regional Council Navigational Safety Bylaws 2000 at all times and of the need to proceed at a safe speed at all times as required by **Maritime Rule 22.6**.
4. The Seafaring Licensing Division of Maritime New Zealand critically review the need for the holders of First Aid Certificates to undergo regular refresher training to keep their First Aid Certificate current.
5. The Maritime Operations Division of Maritime New Zealand conduct an audit of the navigational practices and safety management systems of vessels owned by Reuben's Water Taxi's to ensure compliance with the Maritime Rules and the Health and Safety in Employment Act 1992, by the end of October 2005.
6. It is unknown whether the provision of radar on *Sinbad* would have alerted her Skipper earlier to the presence of the dinghy. It is, however, recommended that the Maritime Operations Division of Maritime New Zealand, in conjunction with appropriate industry partners, give active consideration to the development and implementation of Guidelines/Code of Practice for the use of radars and training of operators on specific higher speed vessels that operate in restricted waters.

