

1967 年國際海上旅客行李運送統一某些規則公約

1967 年 5 月 27 日 訂於布魯塞爾

International Convention for the Unification of Certain Rules relating to Carriage of Passenger Luggage at Sea, 1967

Signed At Brussels, on May 27, 1967

Luggage 1967

THE CONTRACTING PARTIES,

HAVING RECOGNIZED the desirability of determining by agreement certain rules relating to carriage of passenger luggage by sea,

HAVE DECIDED to conclude a convention for this purpose, and thereto agreed as follows:

各締約國，

均承認有關海上旅客行李若干事項有規定之必要，

為實現此一目的，經決議制訂公約，協議如下：

Article 1

In this Convention the following expressions have the meaning hereby assigned to them:

(a) "carrier" includes the shipowner, charterer or operator who, having concluded a contract of carriage for a passenger, undertakes to carry his luggage;

(b) "passenger" means only a person carried in a ship under a contract of carriage;

(c) "ship" means only a sea-going ship;

(d)

(1) "luggage" means any article or vehicle carried by the carrier in connection with a passenger's contract of carriage; excluding:

1. articles or vehicles carried under a charter-party or bill of lading;

2. articles or vehicles, if the carriage is governed by the International Convention concerning the carriage of passengers and luggage by rail;

3. live animals;

(2) "cabin luggage" means luggage which the passenger has with him, or in his cabin, or which is in his custody. Except for the application of Article 6 paragraph (1), "cabin luggage" includes the luggage which the passenger has in or on his vehicle;

(e) "carriage" covers the following periods:

(1) with regard to cabin luggage, the period while the luggage is on board the ship or in the course of embarkation or disembarkation. In addition, "carriage" covers the period while such luggage is in custody of the carrier or his agent either in a marine station or on a quay or in or on any other

第 1 條

於本公約，下列用語意義如下：

(a) 「運送人」包括船舶所有人、租備船人或船舶營運人與旅客締結旅客運送契約運載其行李之人。

(b) 「旅客」僅指依運送契約搭船之人。

(c) 「船舶」僅指海船。

(d)

(1) 「行李」係指運送人依據運送契約所運送之任何物品或車輛，但不包括：

1. 依租備船契約或載貨證券所運載之物品及車輛；

2. 受鐵路旅客及行李運送國際公約所規範之物件或車輛；

3. 活動物；

(2) 「自帶行李」係指旅客所隨身攜帶或在其客艙內之行李，或由其控管之行李。除適用第 6 條第 1 項外，「自帶行李」包括旅客在其車內或車上之行李；

(e) 「運送」包括下列期間：

(1) 對自帶行李而言，自帶行李在船上期間，或上下船期間。此外，「運送」包括該行李於海運港站或碼頭或任何其他港埠設施時之旅客或其代理人

port installation, as well as the period during the transport by water from land to ship or vice versa, if the cost is included in the fare, or if the vessel used for this auxiliary transport has been put at the disposal of the passenger by the carrier;

- (2) with regard to all other luggage, the period from the time of delivery to the carrier or his servant and agent on shore or on board until the time of re-delivery by the carrier or his agent;
- (f) "loss of or damage to luggage" includes pecuniary loss resulting from the luggage not having been re-delivered to the passenger within a reasonable time after the arrival of the ship on which the luggage has been or should have been carried, but does not include delays resulting from strikes or lock-outs;
- (g) "international carriage" means any carriage in which according to the contract of carriage the place of departure and the place of destination are situated either in a single State, if there is an intermediate port of call in another State, or in two different States;
- (h) "contracting State" means a State whose ratification or accession to this Convention has become effective and whose denunciation thereof has not become effective.

Article 2

This Convention shall apply to any international carriage if:

- (a) the ship is registered in a contracting State, or
(b) the contract of carriage has been made in a contracting State, or
(c) the place of departure according to the contract of carriage is in a contracting State.

Article 3

1. Where a carrier is the owner of the carrying ship, he shall exercise due diligence and shall ensure that his servants and agents, acting within the scope of their employment, exercise due diligence to make the ship seaworthy and properly manned, equipped and supplied at the beginning of the carriage and at any time during the carriage and in all other respects to secure the safe transportation of the luggage.
2. Where a carrier is not the owner of the carrying ship, he shall ensure that the shipowner or operator, as the case may be, and their servants and agents acting within the scope of their employment, exercise due diligence in the respects set out in paragraph (1) of this Article.

Article 4

1. The carrier shall be liable for loss of or damage to luggage if the incident which causes the loss or damage occurs in the course of carriage and is due to the fault or neglect of the carrier or his servants or agents acting within the scope of

控管期間，以及從岸上經水路運送至船上或從船上經水路運送至岸上之期間，但以該運送之費用已包括在客票價之內，或用於此種輔助運送之船舶已由運送人交由旅客支配為限。

- (2) 有關其他行李，為運送人或其受雇人或代理人於岸上或船上接收該行李，以迄由運送人或代理人交還行李之期間；
- (f) 「行李毀損滅失」包括於運送或本應運送行李之船舶到達後之合理時間內，未能將該行李交還旅客而引起的經濟損失，但不包括罷工或開廠所致生之延誤；
- (g) 「國際運送」係指依運送契約之約定，其發航地及目的地均同一國境內而其中途之國際港係位於他國，或在不同之兩國國境內者；
- (h) 「締約國」指對本公約業經批准或加入生效，及其退出本公約尚未生效之國家。

第 2 條

本公約適用下列情況之國際運送：

- (a) 船舶於締約國登記者；或
(b) 運送契約於任一締約國訂定者；或
(c) 依運送契約，出發地位於任一締約國境內者。

第 3 條

1. 運送人為運送船舶之所有人時，於運送開始時及運送中，對使船舶具有並保持適航能力、配置適當人員、設備與供應，以及維護行李安全運送之其他一切方面，應為必要之注意，並確使其受雇人及代理人在其僱傭職務範圍內，亦能為必要之注意。
2. 運送人非運送船舶之所有人時，應視情形，確使該船舶之所有人或營運人及其受雇人代理人於其僱傭職務範圍內，對於本條第 1 項所規定之事項，為必要之注意。

第 4 條

1. 運送人對於行李毀損滅失所生之損害，如其損害係發生於運送過程中，並為運送人或其受雇人、代理人在僱傭職務範圍內之過失或疏忽所致者，

- their employment.
2. Notwithstanding the provisions of Article 3 and of paragraph (1) of this Article, the carrier shall not be liable for loss or damage to any vehicle, arising or resulting from any act, neglect, or default of the master, mariner, pilot or the servants of the carrier in the navigation or in the management of the ship during the carriage.
 3. Unless agreed expressly and in writing, the carrier shall not be liable for loss of or damage to monies, bonds and other valuables such as gold and silverware, watches, jewellery, ornaments or works of art.
 4. The burden of proving:
 - (a) the extent of the loss or damage,
 - (b) that the incident which caused the loss or damage occurred in the course of carriage,
 shall lie with the passenger.
 5.
 - (a) If luggage has been lost or damaged, the fault or neglect of the carrier, his servants or agents, shall, subject to paragraph (5)(b), be presumed unless the contrary is proved.
 - (b) If cabin luggage is lost or damaged, the burden of proving such fault or neglect shall lie with the passenger except when the loss or damage arises from, or in connection with, shipwreck, collision, stranding, explosion or fire.

Article 5

If the carrier proves that the loss of or damage to the luggage was caused or contributed to by the fault or neglect of the passenger, the Court may exonerate the carrier wholly or partly from his liability in accordance with the provisions of its own law.

Article 6

1. The liability for the loss of or damage to cabin luggage shall in no case exceed 10,000 F per passenger.
2. The liability for loss of or damage to vehicles including all luggage carried in or on the vehicle shall in no case exceed 30,000F per vehicle.
3. The liability for the loss of or damage to all other articles than those mentioned under (1) or (2) shall in no case exceed 16,000F per passenger.
4. Each franc mentioned in this Article shall be deemed to refer to a unit consisting of 65.5 milligrams of gold of millesimal fineness 900. The date of conversion of the sum awarded into national currencies shall be governed by the law of the Court seized of the case.
5. The carrier and the passenger may agree, expressly and in writing, to a higher limit of liability.
6. The carrier and the passenger may agree, expressly and in writing, that the liability of the carrier shall be subject to a deductible not exceeding 1,500F in the case of damage to a vehicle and not exceeding 100F per passenger in the case of loss or damage to other luggage, such sum to be deducted from the loss or damage.
7. Interest on damages and legal costs awarded and taxed by a

- 應負責任。
2. 無論第 3 條或本條第 1 項規定為何，運送人均不負責因船長、海員、引水人或運送人之受僱人於運送過程中船舶航行及管理方面之任何行為、過失或疏忽所致生之任何車輛之毀損滅失。
 3. 除另有明示書面協議外，運送人不負責貨幣、金錢或其他貴重物品，例如黃金、銀器、手錶、珠寶、飾品或藝術品。
 4. 下列事項由旅客負舉證之責：
 - (a) 毀損滅失之範圍；
 - (b) 造成毀損滅失之事件係發生於運送途中。
 5.
 - (a) 對於行李之毀損滅失，於適用第 5 項 b 款之情形下，除另有反證外，應推定為運送人、其受僱人或代理人之疏忽或過失所致。
 - (b) 對於自帶行李之毀損滅失，是項疏忽或過失之舉證責任由旅客負擔之。然毀損滅失係因或與沈船、碰撞、擱淺、爆炸或失火有關者除外。

第 5 條

如運送人能證明行李之毀損滅失係由該旅客所為或與有過失或疏忽所致者，法院得依其本國法之規定，免除運送人全部或一部之責任。

第 6 條

1. 對自帶行李毀損滅失之責任不應超過每位旅客 10,000 金法朗。
2. 對車輛，包括車內或車上所有行李毀損滅失之責任不超過每一車輛 30,000 金法朗。
3. 對前述第 1 項及第 2 項所述以外之所有其他物件毀損滅失之責任，不應超過 16,000 金法朗。
4. 本條所述每一金法朗應視為一純度為千分之九百之黃金 65.5 毫克構成之單位。判決總額換算成各國貨幣之兌換日期，依審理法院之法律定之。
5. 運送人與旅客得明示書面約定更高的責任限額。
6. 運送人與旅客間得明示書面約定運送人責任應適用一車輛毀損不超過 1,500 金法朗，其他行李毀損滅失每位旅客不超過 100 金法朗之自負額，該自負額得自毀損滅失中予以扣除。
7. 損害賠償訴訟中之損害賠償利息及法

Court in an action for damages shall not be included in the limits of liability prescribed in this Article.

8. The limits of liability prescribed in this Article shall apply to the aggregate of the claims put forward by or on behalf of any one passenger, his personal representative, heirs or dependents on any distinct occasion.

Article 7

The carrier shall not be entitled to the benefit of the limitation of liability provided for in Article 6, if it is proved that the damage resulted from an act or omission of the carrier done with the intent to cause damage or recklessly and with knowledge that the damage would probably result.

Article 8

The provisions of this Convention shall not modify the rights or duties of the carrier provided for in international conventions relating to the limitation of liability of owners of sea-going ships or in any national law relating to such limitation.

Article 9

Any claim for damages, however founded, may only be made subject to the conditions and the limits set out in this Convention.

Article 10

1.
 - (a) In case of apparent damage to luggage the claimant shall be given written notice to the carrier or his agent
 - (i) in the case of cabin luggage, before or at the time of disembarkation;
 - (ii) in the case of all other luggage, before or at the time of its delivery.
 - (b) In the case of loss or of damage which is not apparent, such notice must be given within fifteen days from the date of disembarkation or delivery or from the time when such delivery should have taken place.
 - (c) If the claimant fails to comply with the requirements of this Article, he shall be presumed, in the absence of proof to the contrary, to have received the luggage undamaged.
 - (d) The notice in writing need not be given if the state of the luggage has at the time of its receipt been the subject of joint survey or inspection.
2. Actions for damages arising out of loss of or damage to luggage shall be time-barred after a period of two years from the date of disembarkation, or, if the ship has become a total loss, from the date when the disembarkation should have taken place.
3. The law of the Court seized of the case shall govern the grounds of suspension and interruption of limitation periods in this Article; but in no case shall an action under this

院所判定徵收之訴訟費用不應計入本條所規定之責任限額內。

8. 本條所規定之責任限額，適用於任一旅客或其個人代表、繼承人、受扶養人，於任何不同時候由其本人提出或代為提出之各項請求之總額。

第 7 條

經證明運送人作為或不作為所致之損害係出諸其故意造成損害，或輕率並明知其能發生損害者，運送人不得主張第 6 條所規定之責任限額之利益。

第 8 條

本公約規定不變更海船所有人責任限制國際公約，或有關責任限制之任何國內法對於運送人所規定之任何權義。

第 9 條

損害賠償之各項請求，不論其依據為何，僅能依本公約所規定之條件及限額為之。

第 10 條

1.
 - (a) 於行李有明顯損壞時，請求權人應於下述時間向運送人或其代理人提交書面通知：
 - (i) 對自帶行李，應在離船前或離船時；
 - (ii) 對所有其他行李，應在行李交還前或交還時；
 - (b) 行李減失或行李之損壞不明顯時，應在離船之日或交還之日或本應交還之日起 15 日內。
 - (c) 如請求權人未依本條辦理，除提出反證，否則應推定其已收受完整無損之行李。
 - (d) 如領取行李時，已對行李狀況進行聯合檢驗或檢查，則無需提交書面通知。
2. 因行李毀損滅失所致損害賠償之訴訟請求，自離船日或船舶全損則自應離船日起算，經兩年期間未行使而消滅。
3. 本條時效期間之停止及中斷事由依受審法院法律定之；然在任何情況下，自離船日或船舶全損則自應離船日起

Convention be brought after the expiration of a period of three years from the date of disembarkation, or, if the ship has become a total loss, from the date when the disembarkation should have taken place.

屆滿三年之期間者，即不得依本公約提起任何訴訟。

Article 11

1. If an action is brought against a servant or agent of the carrier arising out of damage to which this Convention relates, such servant or agent, if he proves that he acted within the scope of his employment, shall be entitled to avail himself of the defences and limits of liability which the carrier himself is entitled to invoke under this Convention.
2. In that case, the aggregate of the amounts recoverable from the carrier, his servants and agents shall not exceed the said limits.
3. Nevertheless, a servant or agent of the carrier shall not be entitled to avail himself of the provisions of paragraphs (1) and (2) of this Article if it is proved that the damage resulted from an act or omission of the servant or agent, done with intent to cause damage or recklessly and with knowledge that damage would probably result.

第 11 條

1. 本公約損害賠償訴訟係對運送人之受僱人或代理人提出者，該受僱人或代理人如能證明其為僱傭職務範圍內之行為，得主張運送人依本公約所得援用之抗辯及責任限制。
2. 於前項情形下，自運送人及其受僱人及代理人可獲得賠償之總額，不得超過本公約所規定之限額。
3. 經證明受僱人或代理人之作為或不作為所致之損害，係出諸其故意造成損害，或輕率並明知其能發生損害者，該受僱人或代理人不得主張本條第 1 項及第 2 項之規定。

Article 12

Except as provided for in Article 6(6), any contractual provision concluded before the occurrence which caused the loss or damage purporting to relieve the carrier of his liability towards the passenger, or to prescribe a lower limit than that fixed in this Convention, as well as any such provision purporting to shift the burden of proof which rests on the carrier, shall be null and void, but the nullity of that provision shall not render void the contract which shall remain subject to the provisions of this Convention.

第 12 條

除第 6 條第 6 項另有規定外，在造成損害之事故發生前，以任何契約約定，意在免除運送人對於旅客之責任，或規定低於本公約所規定之限額，以及以任何約定，意在推卸運送人之舉證責任，該約定均為無效。然該無效並不使全部契約失效，而仍適用本公約之規定。

Article 13

1. Prior to the occurrence of the incident which causes the loss or damage, the parties to the contract of carriage may agree that the claimant shall have the right to maintain an action for damages, according to his preference, only before:
 - (a) the Court of the permanent residence or principal place of business of the defendant, or
 - (b) the Court of the place of departure or that of destination according to the contract of carriage, or
 - (c) the Court of the State of the domicile or permanent place of residence of the claimant if the defendant has a place of business and is subject to jurisdiction in that State.
2. Any contractual provision which restricts the claimant's choice of jurisdiction beyond that permitted under paragraph (1) shall be null and void, but the nullity of such provision shall not render void the contract which shall remain subject to the provisions of this Convention.
3. After the occurrence of the incident which caused the loss or damage, the parties may agree that the claim for damages shall be submitted to any jurisdiction or to arbitration.

第 13 條

1. 於造成毀損滅失之事件發生前，運送契約當事人得協議，得依請求權人之選擇，有權於下列法院提起損害賠償訴訟：
 - (a) 被告永久居所地或主要營業地之法院，或
 - (b) 運送契約規定之出發地或目的地之法院，或
 - (c) 原告戶籍地或永久居所地國之法院，但被告須在該國有營業所並受其管轄。
2. 任何契約條款限制請求權人依前述第 1 項所允許之管轄權選擇者，應為無效，然該無效並不使全部契約失效，而仍適用本公約之規定。
3. 於造成毀損滅失之事件發生後，當事人得協議損害賠償求償得於任何管轄法院提出或交付仲裁。

Article 14

This Convention shall be applied to commercial carriage within the meaning of Article 1 undertaken by States or Public Authorities.

Article 15

This Convention shall not affect the provisions of any international convention or national law which governs liability for nuclear damage.

Article 16

Any Contracting Party may at the time of signing, ratifying or acceding to this Convention make the following reservations:

1. not to give effect to this Convention when the passenger and the carrier are both subjects of the said Contracting Party;
2. that in giving effect to this Convention, it may with respect to contracts of carriage issued within its territorial boundaries, for a voyage of which the port of embarkation is in such territorial boundaries, provide in its national laws, for the form and size of any notice of the terms of this Convention to be inserted in a contract of carriage.

Article 17

Any dispute between two or more Contracting Parties concerning the interpretation or application of this Convention which cannot be settled through negotiation, shall, at the request of one of them, be submitted to arbitration. If within six months from the date of the request for arbitration the Parties are unable to agree on the organization of the arbitration, any one of those Parties may refer the dispute to the International Court of Justice by request in conformity with the Statute of the Court.

Article 18

1. Each Contracting Party may at the time of signature or ratification of this Convention or accession thereto, declare that it does not consider itself bound by Article 17 of the Convention. The other Contracting Parties shall not be bound by this Article with respect to any Contracting Party having made such a reservation.
2. Any Contracting Party having made a reservation in accordance with paragraph (1) may at any time withdraw this reservation by notification to the Belgian Government.

Article 19

This Convention shall be open for signature by the States represented at the twelfth session of the Diplomatic Conference on Maritime Law

第 14 條

本公約應適用於政府或公務機關所經營符合於第 1 條意義之商業運送。

第 15 條

本公約不影響任何國際公約或國內法有關於核子損害賠償責任之規定。

第 16 條

任何締約國於簽署、批准或加入本公約時，得為下列保留：

1. 旅客及運送人均為同一締約國人時，本公約對此不生效力；
2. 出發港位於領域內之航程且運送契約於其領域內制訂，而適用本公約時，得以其國內法規定運送契約中應併入本公約所適用之任何通知之格式及範圍或項目。

第 17 條

二或二以上締約國間有關本公約解釋或適用上之任何爭議，無法經由協商解決者，應依任一方之請求，交付仲裁。如自請求仲裁日起六個月內無法就仲裁機構達成協議者，任一方得將該爭議提送國際法院，依法院規約審理之。

第 18 條

1. 任一締約國於簽署或批准或加入本公約時，得聲明其不受本公約第 17 條規定之拘束。對於做出本項保留之締約國而言，其他締約國亦不應受本條款之拘束。
2. 任一締約國依第 1 項為保留者，得於嗣後隨時通知比利時政府，撤回是項保留。

第 19 條

本公約隨時得由參加第十二屆海商法外交會議之國家簽署。

Article 20

This Convention shall be ratified and the instruments of ratification shall be deposited with the Belgian Government.

第 20 條

本公約須經批准，批准書應存放於比利時政府。

Article 21

1. This Convention shall come into force three months after the date of the deposit of the fifth instrument of ratification.
2. This Convention shall come into force in respect of each signatory State which ratifies it after the deposit of the fifth instrument of ratification, three months after the date of the deposit of the instrument of ratification.

第 21 條

1. 本公約經第十五國批准書存放之日起三個月後生效。
2. 本公約對簽字國之批准於第十五國批准書存放之後者，自該國批准書存放之日起三個月後生效。

Article 22

1. States, Members of the United Nations or Members of the specialized agencies, not represented at the twelfth session of the Diplomatic Conference on Maritime Law, may accede to this Convention.
2. The instruments of accession shall be deposited with the Belgian Government.
3. The Convention shall come into force in respect of the acceding State three months after the date of deposit of the instrument of accession of that State, but not before the date of entry into force of the Convention as established by Article 21 paragraph (1).

第 22 條

1. 未參加第十二屆海商法外交會議之任何國家、聯合國會員國或各專門組織之會員國，亦得加入本公約。
2. 加入書應存於比利時政府。
3. 自加入書存放之日起三個月後，本公約對加入國生效，然不得早於第 21 條第 1 項所定生效日。

Article 23

Each Contracting Party shall have the right to denounce this Convention at any time after the coming into force thereof in respect of such Contracting Party. Nevertheless, this denunciation shall only take effect one year after the date on which notification thereof has been received by the Belgian Government.

第 23 條

任一締約國在本公約生效後有隨時退出之權，然其退出須自比利時政府收到通知之日起一年後生效。

Article 24

1. Any Contracting Party may at the time of signature, ratification or accession to this Convention or at any time thereafter declare by written notification to the Belgian Government which among the territories under its sovereignty or for whose international relations it is responsible, are those to which the present Convention applies. The Convention shall three months after the date of the receipt of such notification by the Belgian Government, extend to the territories named therein.
2. Any Contracting Party which has made a declaration under paragraph (1) of this Article may at any time thereafter declare by notification given to the Belgian Government that the Convention shall cease to extend to such territories. This denunciation shall take effect one year after the date on which notification thereof has been received by the Belgian

第 24 條

1. 任何締約國於其簽署、批准或加入本公約時，或其以後任何時間內，得以書面通知比利時政府，聲明將本公約適用範圍擴及任何未具獨立主權，或由其負責國際關係之領域。本公約於比利時政府收到通知書之日起三個月後，即擴及適用於其所指定之領域。
2. 任何締約國已為本條第 1 項之聲明者，得於嗣後隨時以書面通知比利時政府，中止本公約擴及於該領域之適用。該項終止自比利時政府收到通知書之日起一年後生效。

Government.

Article 25

The Belgian Government shall notify the States represented at the twelfth session of the Diplomatic Conference on Maritime Law, and the acceding States to this Convention, of the following:

1. The signatures, ratifications and accessions received in accordance with Articles 19, 20 and 22.
2. The date on which the present Convention will come into force in accordance with Article 21.
3. The notifications with regard to Articles 18 and 24.
4. The denunciations received in accordance with Article 23.

Article 26

Any Contracting Party may three years after the coming into force of this Convention, in respect of such Contracting Party, or at any time thereafter request that a Conference be convened in order to consider amendments to this Convention.

Any Contracting Party proposing to avail itself of this right shall notify the Belgian Government which, provided that one third of the Contracting Parties are in agreement, shall convene the Conference within six months thereafter.

IN WITNESS WHEREOF the undersigned plenipotentiaries, duly authorized, have signed this Convention.

DONE at Brussels, this 27th day of May 1967, in the French and English languages, both texts being equally authentic, in a single copy, which shall remain deposited in the archives of the Belgian Government, which shall issue certified copies.

第 25 條

比利時政府應將下列事項通知出席第十二屆海商法外交會議及加入本公約之國家。

1. 依第 19 條、第 20 條及第 22 條所收到之簽署、批准及加入書。
2. 依第 21 條本公約之生效日期。
3. 有關第 18 條及第 24 條之通知。
4. 依第 23 條收到之退出書。

第 26 條

任何締約國在本公約對該國生效屆滿三年或其以後任何時間，得請求召開會議，以討論本公約之修訂。

任何締約國建議行使此項權利時，應照會比利時政府，如有締約國三分之一同意，比利時政府應於其後六個月內召開會議。

為此各國全權代表，業於本公約簽字，以昭信守。

1967 年 5 月 27 日於布魯塞爾。本公約用法文及英文兩種文字做成並同一作準。作成一份存放比利時政府檔案處，並由比利時政府發給簽證副本。