

1974 年關於海上載運旅客及其行李之雅典公約

1974 年 12 月 13 日 訂於雅典，1987 年 4 月 28 日生效

Athens Convention relating to the Carriage of Passengers and their Luggage by Sea (PAL), 1974

Signed at Athen, December 13, 1974; Entered into Force April 28, 1987

Athen 1974

THE STATES PARTIES TO THIS CONVENTION,
HAVING RECOGNIZED the desirability of determining by agreement certain rules relating to the carriage of passengers and their luggage by sea;
HAVE DECIDED to conclude a Convention for this purpose and have thereto agreed as follows:

本公約各締約國，
承認必須通過有關海上運送旅客及其行李制定若干規則協議之需求，
決定為此締結公約，並達成協議如下：

Article I Definitions

第 1 條 定義

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

於本公約，下列名詞之意義為：

1. (a) "carrier" means a person by or on behalf of whom a contract of carriage has been concluded, whether the carriage is actually performed by him or by a performing carrier,
(b) "performing carrier" means a person other than the carrier, being the owner, charterer or operator of a ship, who actually performs the whole or a part of the carriage;
2. "contract of carriage" means a contract made by or on behalf of a carrier for the carriage by sea of a passenger or of a passenger and his luggage, as the case may be;
3. "ship" means only a seagoing vessel, excluding an air-cushion vehicle;
4. "passenger" means any person carried in a ship,
(a) under a contract of carriage, or
(b) who, with the consent of the carrier, is accompanying a vehicle or live animals which are covered by a contract for the carriage of goods not governed by this Convention;
5. "luggage" means any article or vehicle carried by the carrier under a contract of carriage, excluding:
(a) articles and vehicles carried under a charter party, bill of lading or other contract primarily concerned with the

1. (a) 「運送人」係指由其或以其名義訂立運送契約之人，不論該運送是否實際由其履行或由履約運送人履行，
(b) 「履約運送人」係指非運送人，然實際履行全部或部分運送之任一船舶之所有人、租傭船人或營運人；
2. 「運送契約」係指由運送人或以其名義訂立之海上運送旅客或旅客及其行李之契約；
3. 「船舶」僅指海船，不包括氣墊航具；
4. 「旅客」係指船舶依下列情況所搭載之任何人：
(a) 依據運送契約，或
(b) 經運送人同意，不受本公約拘束之貨物運送契約規定之任何伴隨車輛或活動物之人；
5. 「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：
(a) 依據租傭船契約、載貨證券或主要與貨物運送有關之其他契約所運送

- carriage of goods, and
- (b) live animals;
6. "cabin luggage" means luggage which the passenger has in his cabin or is otherwise in his possession, custody or control. Except for the application of paragraph 8 of this Article and Article 8, cabin luggage includes luggage which the passenger has in or on his vehicle.
7. "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 labour disputes;
8. "carriage" covers the following periods:
- (a) with regard to the passenger and his cabin luggage, the period during which the passenger and/or his cabin luggage are on board the ship or in the course of embarkation or disembarkation, and the period during which the passenger and his cabin luggage are transported by water from land to the ship or vice versa, if the cost of such transport is included in the fare or if the vessel used for the purpose of auxiliary transport has been put at the disposal of the passenger by the carrier. However, with regard to the passenger, carriage does not include the period during which he is in a marine terminal or station or on a quay or in or on any other port installation;
- (b) with regard to cabin luggage, also the period during which the passenger is in a marine terminal or station or on a quay or in or on any other port installation if that luggage has been taken over by the carrier or his servant or agent and has not been re-delivered to the passenger,
- (c) with regard to other luggage which is not cabin luggage, the period from the time of its taking over by the carrier or his servant or agent onshore or on board until the time of its re-delivery by the carrier or his servant or agent;
9. "international carriage" means any carriage in which, according to the contract of carriage, the place of departure and the place of destination are situated in two different States, or in a single State if, according to the contract of carriage or the scheduled itinerary, there is an intermediate port of call in another State.

Article 2 Application

1. This Convention shall apply to any international carriage if:
- (a) the ship is flying the flag of or is registered in a State Party to this Convention, or
- (b) the contract of carriage has been made in a State Party to this Convention, or
- (c) the place of departure or destination, according to the

之物品及車輛，及

- (b) 活動物；
6. 「自帶行李」係指旅客在其客艙內之行李，或其他由其攜帶、保管或控制之行李。除適用本條第 8 項及第 8 條外，自帶行李包括旅客在其車內或車上之行李。
7. 「行李滅失或損壞」包括於運送或本應運送行李之船舶到達之合理時間內，未能將該行李交還旅客而引起的經濟損失，但不包括勞資糾紛引起之延誤；
8. 「運送」包括下列期間：
- (a) 對旅客及其自帶行李而言，旅客及其自帶行李於船上期間，或上下船期間，以及旅客及其自帶行李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。然對旅客而言，“運送”不包括旅客在海運港站或碼頭上，或在其他港口設施之中或之上之期間；
- (b) 有關自帶行李，亦包括該旅客於海運港站或碼頭或任何其他港埠設施之期間，然以該行李已交付給運送人或其受雇人或代理人，且未返交給該旅客者為限；
- (c) 有關自帶行李以外之行李，為運送人或其受雇人或代理人於岸上或船上接收該行李，以迄由運送人或其受雇人或代理人交還行李之期間；
9. 「國際運送」係指依照運送契約，出發地及目的地位於兩個不同國家之內，或雖位於同一國家內，但依據運送契約或船期表，中途停靠港在另一國家之任何運送。

第 2 條 適用

1. 本公約適用於下列任何國際運送：
- (a) 船舶懸掛本公約任一締約國之國旗，或於本公約任一締約國內為登記，或
- (b) 運送契約於本公約任一締約國內訂立，或
- (c) 依照運送契約，出發地或目的地

contract of carriage, is in a State Party to this Convention.

2. Notwithstanding paragraph 1 of this Article, this Convention shall not apply when the carriage is subject, under any other international convention concerning the carriage of passengers or luggage by another mode of transport to a civil liability regime under the provisions of such convention, in so far as those provisions have mandatory application to carriage by sea.

Article 3 Liability of the carrier

1. The carrier shall be liable for the damage suffered as a result of the death of or personal injury to a passenger and the loss of or damage to luggage if the incident which caused the damage so suffered occurred in the course of the carriage and was due to the fault or neglect of the carrier or of his servants or agents acting within the scope of their employment.
2. The burden of proving that the incident which caused the loss or damage occurred in the course of the carriage, and the extent of the loss or damage, shall lie with the claimant.
3. Fault or neglect of the carrier or of his servants or agents acting within the scope of their employment shall be presumed, unless the contrary is proved, if the death of or personal injury to the passenger or the loss of or damage to cabin luggage arose from or in connection with the shipwreck, collision, stranding, explosion or fire, 'or defect in the ship. In respect of loss of or damage to other luggage, such fault or neglect shall be presumed, unless the contrary is proved, irrespective of the nature of the incident which caused the loss or damage. In all other cases the burden of proving fault or neglect shall lie with the claimant.

Article 4 Performing carrier

1. If the performance of the carriage or part thereof has been entrusted to a performing carrier, the carrier shall nevertheless remain liable for the entire carriage according to the provisions of this Convention. In addition, the performing carrier shall be subject and entitled to the provisions of this Convention for the part of the carriage performed by him.
2. The carrier shall, in relation to the carriage performed by the performing carrier, be liable for the acts and omissions of the performing carrier and of his servants and agents acting within the scope of their employment.
3. Any special agreement under which the carrier assumes obligations not imposed by this Convention or any waiver of rights conferred by this Convention shall affect the performing carrier only if agreed by him expressly and in writing.

於本公約任一締約國內。

2. 無論本條第 1 項規定為何，如依據以他種運送方式運送旅客或行李之任何其他國際公約之有關規定，且運送受該公約規定之某種民事責任制度之拘束者，則於該規定強制適用於海上運送之範圍內，本公約不予適用。

第 3 條 運送人責任

1. 於運送期間，且為運送人或其受雇人或代理人於在職務範圍內行事之過失或疏忽所致之旅客傷亡及行李毀損滅失之損害，運送人應負賠償責任。
2. 有關造成毀損滅失事故是否發生於運送期間及其毀損滅失範圍之舉證，由求償人承擔。
3. 如旅客傷亡或自帶行李之毀損滅失係因船舶沉沒、碰撞、擱淺、爆炸或火災，或船舶缺陷所致或與此有關者，除有反證，否則應推定運送人或其受雇範圍內行事之受雇人或代理人具有過失或疏忽。對於其他行李之毀損滅失，不論造成毀損滅失事故之性質為何，除有反證，否則應推定有該種過失或疏忽。在其他情況，求償人應對過失或疏忽負舉證之責。

第 4 條 履約運送人

1. 運送人將全部或部分運送委託履約運送人執行時，運送人仍應依據本公約規定就全部運送負責。而履約運送人僅就其履行之部分運送，受本公約拘束，並享有本公約規定之權利。
2. 對於由履約運送人所執行之運送，運送人亦應對履約運送人及其受雇範圍內行事之受雇人及代理之作為及不作為負責。
3. 使運送人承擔非本公約所課之義務或放棄本公約所賦予之權利之任何特別協議，僅於業經履約運送人書面明文同意之情況下，始能拘束履約運送人。

4. Where and to the extent that both the carrier and the performing carrier are liable, their liability shall be joint and several.
5. Nothing in this Article shall prejudice any right of recourse as between the carrier and the performing carrier.

Article 5 Valuables

The carrier shall not be liable for the loss of or damage to monies, negotiable securities, gold, silverware, jewellery, ornaments, works of art, or other valuables, except where such valuables have been deposited with the carrier for the agreed purpose of safe-keeping in which case the carrier shall be liable up to the limit provided for in paragraph 3 of Article 8 unless a higher limit is agreed upon in accordance with paragraph 1 of Article 10.

Article 6 Contributory fault

If the carrier proves that the death of or personal injury to a passenger or the loss of or damage to his luggage was caused or contributed to by the fault or neglect of the passenger, the court seized of the case may exonerate the carrier wholly or partly from his liability in accordance with the provisions of the law of that court

Article 7 Limit of liability for personal injury

1. The liability of the carrier for the death of or personal injury to a passenger shall in no case exceed 700,000 francs per carriage. Where in accordance with the law of the court seized of the case damages are awarded in the form of periodical income payments, the equivalent capital value of those payments shall not exceed the said limit.
2. Notwithstanding paragraph 1 of this Article, the national law of any State Party to this Convention may fix, as far as carriers who are nationals of such State are concerned, a higher *per capita* limit of liability.

Article 8 Limit of liability for loss of or damage to luggage

1. The liability of the carrier for the loss of or damage to cabin luggage shall in no case exceed 12,500 francs per passenger, per carriage.
2. The liability of the carrier for the loss of or damage to vehicles including all luggage carried in or on the vehicle shall in no case exceed 50,000 francs per vehicle, per carriage.
3. The liability of the carrier for the loss of or damage to

4. 就運送人及履約運送人均負責任之情況，則就此範圍，其應連帶負責。
5. 本條規定不損害運送人及履約運送人間之任何追償權利。

第 5 條 貴重物品

除雙方同意為安全保管目的，且已將貴重物品交由運送人保管外，運送人對貨幣、可流通證券、黃金、銀器、珠寶、裝飾品、藝術品或其他貴重物品之毀損滅失不負責任。於同意保管之情況，除已依照第 10 條第 1 項約定更高責任限額外，運送人之責任以第 8 條第 3 項規定的限額為限。

第 6 條 與有過失

如經運送人證明，旅客傷亡或其行李之毀損滅失係由於該旅客自身之過失或疏忽所造成或促成者，則受審法院可依該法院地法律之規定，全部或一部免除運送人之責任。

第 7 條 人身傷亡之責任限額

1. 運送人對任一旅客傷亡所應承擔之責任，於任何情況下，不應超過每次運送 700,000 法郎。如依受審法院地之法律，損害賠償應以分期付款方式支付者，則這些付款數額相應的本金價值不得超過上述限額。
2. 無論本條第 1 項規定為何，本公約任何締約國之國內法仍可針對該國國民為運送人之情況，規定對每一旅客更高之責任限額。

第 8 條 行李毀損滅失之責任限額

1. 運送人對自帶行李毀損滅失之責任，於任何情況下，不應超過每位旅客每次運送 12,500 法郎。
2. 運送人對車輛，包括車內或車上所有行李之毀損滅失所承擔之責任，於任何情況下，不應超過每一車輛每次運送 50,000 法郎。
3. 運送人對本條第 1 項及第 2 項所述以外

luggage other than that mentioned in paragraphs 1 and 2 of this Article shall in no case exceed 18,000 francs per passenger, per carriage.

4. The carrier and the passenger may agree that the liability of the carrier shall be subject to a deduction not exceeding 1,750 francs in the case of damage to a vehicle and not exceeding 200 francs per passenger in the case of loss of or damage to other luggage, such sum to be deducted from the loss or damage.

Article 9 Unit of account and conversion

1. The franc mentioned in this Convention shall be deemed to refer to a unit consisting of 65.5 milligrams of gold of millesimal fineness 900.
2. The amounts referred to in Articles 7 and 8 shall be converted into the national currency of the State of the court seized of the case on the basis of the official value of that currency, by reference to the unit defined in paragraph 1 of this Article, on the date of the judgment or the date agreed upon by the parties. If there is no such official value, the competent authority of the State concerned shall determine what shall be considered as the official value for the purpose of this Convention.

Article 10 Supplementary provisions on limits of liability

1. The carrier and the passenger may agree, expressly and in writing, to higher limits of liability than those prescribed in Articles 7 and 8.
2. Interest on damages and legal costs shall not be included in the limits of liability prescribed in Articles 7 and 8.

Article 11 Defences and limits for carriers' servants

If an action is brought against a servant or agent of the carrier or of the performing carrier arising out of damage covered by this Convention, 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 or the performing carrier is entitled to invoke under this Convention.'

Article 12 Aggregation of claims

1. Where the limits of liability prescribed in Articles 7 and 8 take effect, they shall apply to the aggregate of the amounts recoverable in all claims arising out of the death of or

之其他行李之毀損滅失責任，於任何情況下，不應超過每位旅客每次運送 18,000 法郎。

4. 運送人及旅客可以協議對每一車輛損壞不超過 1,750 法郎之自負額，對其他行李毀損滅失每位旅客不超過 200 法郎之自負額。上述自負額應從毀損滅失中扣除之。

第 9 條 貨幣單位及兌換

1. 本公約所指法郎為一純度為千分之九百之黃金 65.5 毫克構成之單位。
2. 第 7 條及第 8 條所述金額，應按判決之日或雙方同意之日受審法院地國家貨幣之官方價值，參照本條第 1 項規定之單位，兌換成該國貨幣。如無此種官方價值，有關國家主管當局應確定本公約所指之官方價值。

第 10 條 責任限額之補充規定

1. 運送人及旅客得書面明示協議高於第 7 條及第 8 條規定之責任限額。
2. 第 7 條及第 8 條規定之責任限額，不應包括損害賠償之利息及訴訟費用。

第 11 條 運送人受雇人之抗辯及限責

依本公約規定之損失向運送人或履約運送人之受雇人或代理人提起訴訟請求者，如該受雇人或代理人能證明其在受雇範圍內行事，便有援引運送人或履約運送人依照本公約所享有之抗辯及責任限制之權利。

第 12 條 賠償總額

1. 於第 7 條及第 8 條規定之責任限制有效適用之情況下，該限責應適用於任一旅客之傷亡或其行李毀損滅失所致所