

# 1974 年關於海上運送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

## 2002 年綜合文本

(1974~2012)

(含 1976 議定書(1989 年生效)、1990 議定書(未生效)及 2002 年議定書(2014 年生效))

## 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

### 2002 Consolidated Text

(1974~2012)

(As amended 1976 Protocol、1990 Protocol and 2002 Protocol)

## Athen 綜合文本(1974 – 2002)

	1974 雅典公約	1976 年議定書	1990 年議定書	2002 年議定書
生效門檻：	10 國 + 90 日	10 國 + 90 日	10 國 + 90 日	10 國 + 12 個月
生效日期：	1987.04.28	1989.04.30	尚未生效	2014.04.23
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簡介：1974 雅典公約主要係為取代早期 1961 年「旅客公約」及 1967 年「旅客之行李公約」而來。本公約規定海船運送旅客時，運送人對於旅客、隨身行李及託運行李之責任基礎、責任限額及除外事由等。1974 年雅典公約迄今總共有 1976、1990 及 2002 年三次議定書修正。1976 年雅典議定書主要係將幣值金法郎更改為特別提款權，該議定書已於 1989 年生效。1990 年議定書主要係提高責任限額及增訂「默認接受程序 tacit acceptance procedure」，但一直未達生效門檻。基此，於 2002 年再次進行通過議定書，本次修正幅度非常高，不僅在運送人責任基礎、提高責任限額、並增訂強制保險，以及增訂管轄、判決承認及簡化限額修正程序等，意欲在取代整個 1974 年雅典公約，本議定書已於 2014 年生效。

# 1974\_2002 年關於海上運送旅客及其行李之雅典公約 綜合文本

## 1974\_2002 to the Athens Convention relating to the Carriage of Passengers and their Luggage by Sea (PAL), 1974 Consolidated Text

### Athen 1974 - 2002 綜合文本

#### The States Parties to this Protocol,

**CONSIDERING** that it is desirable to revise the Athens Convention relating to the Carriage of Passengers and their Luggage by Sea, done at Athens on 13 December 1974, to provide for enhanced compensation, to introduce strict liability, to establish a simplified procedure for updating the limitation amounts, and to ensure compulsory insurance for the benefit of passengers,

**RECALLING** that the 1976 Protocol to the Convention introduces the Special Drawing Right as the Unit of Account in place of the gold franc,

**HAVING NOTED** that the 1990 Protocol to the Convention, which provides for enhanced compensation and a simplified procedure for updating the limitation amounts, has not entered into force,

**HAVE AGREED** as follows:

#### Article I Definitions

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

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 that person 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; and  
(c) "carrier who actually performs the whole or a part of the carriage" means the performing carrier, or, in so far as the carrier actually performs the carriage, the carrier.
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

本議定書各締約國，

慮及希望修正 1974 年 12 月 13 日在雅典制定之海上旅客及其行李運送雅典公約，以規定更高的賠償額、引入嚴格責任、建立更新限額之簡化程序及確保旅客利益之強制保險，

瞭解本公約 1976 年修正議定書引進特別提款權取代金法郎，

注意到本公約尚未生效實施之 1990 年修正議定書中有關更高賠償額及更新限額之簡化程序之規定

茲協議如下：

#### 第 1 條 定義

於本公約，下列名詞之意義為：

1. (a) 「運送人」係指由或以其名義訂立運送契約之人，而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」係指運送人以外，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；及  
(c) 「實際履行全部或部分運送之運送人」係指履約運送人，或實際履行運送範圍內之運送人。
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

- 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 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.
  10. Organization. means the International Maritime Organization.
  11. "Secretary-General" means the Secretary-General of the
- 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) 依據租備船契約、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之經濟損失，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。
  10. 「本組織」係指國際海事組織。
  11. 「秘書長」係指本組織秘書長。

Organization.

## Article 1 bis Annex

The annex to this Convention shall constitute an integral part of the Convention.

## 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 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. For the loss suffered as a result of the death of or personal injury to a passenger caused by a shipping incident, the carrier shall be liable to the extent that such loss in respect of that passenger on each distinct occasion does not exceed 250,000 units of account, unless the carrier proves that the incident:
  - (a) resulted from an act of war, hostilities, civil war, insurrection or a natural phenomenon of an exceptional, inevitable and irresistible character; or
  - (b) was wholly caused by an act or omission done with the intent to cause the incident by a third party.If and to the extent that the loss exceeds the above limit, the carrier shall be further liable unless the carrier proves that the incident which caused the loss occurred without the fault or neglect of the carrier.
2. For the loss suffered as a result of the death of or personal injury to a passenger not caused by a shipping incident, the carrier shall be liable if the incident which caused the loss was due to the fault or neglect of the carrier. The burden of proving fault or neglect shall lie with the claimant.
3. For the loss suffered as a result of the loss of or damage to cabin luggage, the carrier shall be liable if the incident which caused the loss was due to the fault or neglect of the carrier. The fault or neglect of the carrier shall be presumed for loss caused by a shipping incident.
4. For the loss suffered as a result of the loss of or damage to

## 第1條之一 附錄

本公約附錄應構成本公約不可分離之一部份。

## 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，出發地或目的地位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. 船運事故所致旅客傷亡所遭受之損害，除運送人能證明意外為下列原因所致者外，運送人應負責每位旅客每一事故不超過 250,000 記帳單位之損失：
  - (a) 因戰爭、敵對行為、內戰、叛亂或具異常、不可避免且不可抗拒本質之自然現象；或
  - (b) 完全由意圖造成該事故之第三人之作為或不作為。損失超過前述限額之部分，除運送人能證明其對於損失事故之發生無任何過失或疏忽者外，仍應負責之。
2. 非船運事故所致旅客傷亡所遭受之損害，如該損失係運送人之過失或疏忽所致，運送人應負責之。過失或疏忽之舉證責任由求償人負擔。
3. 有關自帶行李毀損滅失所遭受之損害，如該損失係運送人之過失或疏忽所致，運送人應負責之。運送人之過失或疏忽應推定該損失為船運事故所致。
4. 有關自帶行李以外行李毀損滅失所

luggage other than cabin luggage, the carrier shall be liable unless the carrier proves that the incident which caused the loss occurred without the fault or neglect of the carrier.

5. For the purposes of this Article:
  - (a) shipping incident. means shipwreck, capsizing, collision or stranding of the ship, explosion or fire in the ship, or defect in the ship;
  - (b) fault or neglect of the carrier. includes the fault or neglect of the servants of the carrier, acting within the scope of their employment;
  - (c) defect in the ship. means any malfunction, failure or non-compliance with applicable safety regulations in respect of any part of the ship or its equipment when used for the escape, evacuation, embarkation and disembarkation of passengers; or when used for the propulsion, steering, safe navigation, mooring, anchoring, arriving at or leaving berth or anchorage, or damage control after flooding; or when used for the launching of life saving appliances; and
  - (d) loss shall not include punitive or exemplary damages.
6. The liability of the carrier under this Article only relates to loss arising from incidents that occurred in the course of the carriage. The burden of proving that the incident which caused the loss occurred in the course of the carriage, and the extent of the loss, shall lie with the claimant.
7. Nothing in this Convention shall prejudice any right of recourse of the carrier against any third party, or the defence of contributory negligence under Article 6 of this Convention. Nothing in this Article shall prejudice any right of limitation under Articles 7 or 8 of this Convention.
8. Presumptions of fault or neglect of a party or the allocation of the burden of proof to a party shall not prevent evidence in favour of that party from being considered.

#### 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 assume 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.
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

遭受之損害，除運送人能證明其對於損失事故之發生無任何過失或疏失者外，仍應負責之。

5. 為本條文目的：
  - (a) 船運事故係指沈船、翻覆、船舶碰撞或擱淺、爆炸或船上失火，或船舶瑕疵；
  - (b) 運送人過失或疏失包括運送人之受雇人於其受雇範圍內之過失或疏失；
  - (c) 船舶瑕疵係指用於旅客逃生、疏散、上船及下船等與安全規定有關之船舶任何部分或其設備；或用於推進、操舵、安全航行、繫纜、下錨、停靠或離開碼頭或錨區、淹水損害控制或用於置放人命安全設施等功能喪失、失效或不符合規定；
  - (d) 損害不包括懲罰性損害賠償。
6. 本條有關運送人之責任僅限於運送過程中所生事故所致之損害。運送過程事故損害及損害範圍，由求償人舉證。
7. 本公約規定不應損及運送人得向任何第三人為追償或本公約第 6 條與有過失抗辯之權利。本條文不應損及本公約第 7 條及第 8 條責任限制規定之任何權利。
8. 任一方疏失或過失之推定及舉證責任之分配不應對有利於該方當事人所提出之證據造成任何妨礙。

#### 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在受雇範圍內行事之受雇人及代理人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. 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