

# 國際救助聯盟及國際 P&I 協會集團間實務準則

## Code of Practice between International Salvage Union and International Group Of P&I Clubs

### ISU P&I Code

1.8.1999  
1.9.2000  
1.1.2005  
22.6.2005

In the spirit of co-operation, the following Code of Practice is agreed between the International Salvage Union and the International Group of P&I Clubs in relation to all future salvage services to which Article 14 of the 1989 Salvage Convention is applicable or under Lloyd's Form where the Special Compensation P&I Club's (SCOPIC) Clause has been invoked by the Contractor.

於合作精神下，國際救助聯盟與國際 P&I 協會集團就所有未來有關應適用 1989 年海難救助公約第 14 條或締約救助入要求使用特別補償金 P&I 協會條款(SCOPIC 條款)之勞依茲格式(LOF)之海難救助案件，達成下列實務準則。

1. The salvor will advise the relevant P&I Club at the commencement of the salvage services, or as soon thereafter as is practicable, if they consider that there is a possibility of a Special Compensation claim arising.
  2. In the event of the SCR not being appointed under the SCOPIC clause, the P&I Club may appoint an observer to attend the salvage and the salvors agree to keep him and/or the P&I Club fully informed of the salvage activities and their plans. However, any decision on the conduct of the salvage services remains with the salvor.
  3. The P&I Club, when reasonably requested by the salvor, will immediately advise the salvor whether the particular Member is covered, subject to the Rules of the P&I Club, for any liability which he may have for Special Compensation or SCOPIC Remuneration.
  4. The P&I Clubs confirm that, whilst they expect to provide security in the form of a Club Letter either in respect of claims for special compensation (under Article 14 of the 1989 Salvage Convention) or SCOPIC remuneration (under the SCOPIC Clause), as appropriate, it is not automatic. Specific reasons for refusal to give security to the Contractor will be non-payment of calls, breach of warranty rules relating to classification and flag state requirements or any other breach of the rules allowing the Club to deny cover. The Clubs will not refuse to give security solely because the Contractors cannot obtain security in any other way.
  5. In the event that security is required by a port authority or other competent authority for potential P&I liabilities in
1. 於救助服務開始時，或於其認為可能會產生特別補償金求償時，救助入應儘速通知相關 P&I 協會。
  2. 如船舶所有人事代表(SCR)尚未依 SCOPIC 條款被指派，P&I 協會得指派一觀察員參與救助，且救助入同意將所有救助作為及救助計畫告知該觀察員及或 P&I 協會。然無論如何，任何有關救助服務行為仍由救助入決定之。
  3. 一經救助入合理要求，P&I 協會應立即通知救助入，就該 P&I 協會之協會規章，其承保某個別會員哪些特別補償金或 SCOPIC 補償之責任。
  4. P&I 協會於此確認，就其以協會信函格式供作有關特別補償金(依 1989 年救助公約第 14 條)或 SCOPIC 補償(依 SCOPIC 條款)之求償擔保時，其不應被期待是自動提供。拒絕向締約救助入提供擔保之特別理由可包括未支付攤付金、違反有關船級及船旗國要求或任何其他會使協會否認承保之違反協會規章之事項。協會不應單純以締約救助入無法以其他方法取得擔保為由，而拒絕提供擔保。
  5. 於港口機關或其他政府機關為准許船舶進入避難港或其他安全地點可能所生之 P

- order to permit the ship to enter a port of refuge or other place of safety, the P&I Clubs confirm that they would be willing to consider the provision of such security subject to the aforementioned provisos referred to in para. 4 above and subject to the reasonableness of the demand.
6. The Contractors will accept security for either special compensation or SCOPIC remuneration by way of a P&I Club letter of undertaking in the attached form - "Salvage Guarantee form – ISU 5" - and they will not insist on the provision of security at Lloyd's.
  7. The P&I Club concerned will reply to any request by the salvors regarding security as quickly as reasonably possible. In the event that salvage services are being performed under Lloyd's Form incorporating the SCOPIC clause, the P&I Club concerned will advise the Contractor within two (2) working days of his invoking the SCOPIC Clause whether or not they will provide security to the Contractor by way of a Club Letter referred to in para. 6 above.
  8. In the event that salvage services are being performed under Lloyd's Form incorporating the SCOPIC clause, the P&I Clubs will advise the owners of the vessel not to exercise the right to terminate the contract under SCOPIC Clause 9(ii) without reasonable cause.
  9. It is recognised that any liability to pay SCOPIC remuneration is a potential liability of the shipowner and covered by his liability insurers subject to the Club Rules and terms of entry. Accordingly, in the event of such payment of SCOPIC remuneration in excess of the Article 13 award, neither the shipowner nor his liability insurers will seek to make a claim in General Average against the other interests to the common maritime adventure whether in their own name or otherwise and whether directly or by way of recourse or indemnity or in any other manner whatsoever.
  10. The P&I Clubs, if consulted, and the ISU will recommend to their respective Members the incorporation of the SCOPIC clause in any LOF.
  11. The P&I Clubs and the ISU will not agree to any variation of the terms, including the tariff rates, of the SCOPIC Clause except in accordance with the provisions of the SCOPIC Clause itself, particularly Appendix B.
  12. This is a Code of Practice which the ISU and the International Group of P&I Clubs will recommend to their Members and it is not intended that it should have any legal effect.
- &I 責任，而要求提供擔保時，於依照前 4 條但書及要求合理之情況下，P&I 協會確定其會考慮提供該擔保。
6. 締約救助入會接受由 P&I 協會以附件「救助擔保格式－ISU 5」之保證書，以作為特別補償金或 SCOPIC 報酬之擔保，且其不會堅持於勞依茲提供擔保。
  7. 相關 P&I 協會應儘速答覆締約救助入有關擔保之任何詢問。於救助服務業已併入 SCOPIC 條款之勞依茲格式進行時，相關 P&I 協會應於 2 工作日內通知主張 SCOPIC 條款之締約救助入，其是否會依前述第 6 條規定，提供協會擔保函給締約救助入。
  8. 如救助服務已依一訂入 SCOPIC 條款之勞依茲格式進行，P&I 協會會通知船舶所有人，除非有合理理由，否則不要依據 SCOPIC 第 9(ii)項行使終止契約之權力。
  9. 並此瞭解的是，支付 SCOPIC 報酬之任何責任為船舶所有人之責任保險人依其協會規章及入會條件所承保之船舶所有人可能責任。因此如該 SCOPIC 報酬超過公約第 13 條裁定金額，無論是船舶所有人，抑或其責任保險人均會尋求向共同海事冒險之其他利害關係人為共同海損求償，無論是以其名義與否，或直接以回復求償或補償或任何其他方式。
  10. 一經諮商，P&I 協會及國際救助聯盟將建議其各自的會員，將 SCOPIC 條款訂入任何勞依茲標準救助契約格式中。
  11. 除依照 SCOPIC 條款本身，特別是其附錄 B 外，P&I 協會及國際救助聯盟不同意包括費率表在內之任何條款之變更。
  12. 國際救助聯盟及國際 P&I 協會集團將會向其會員推薦此一實務準則，且本實務準則無意產生任何法律效力。