

勞依茲海難救助契約標準格式－1990 年版

(業經勞依茲委員會批准發行)

不成功 無報酬

LLOYD'S OPEN FORM Standard Form of Salvage Agreement

(Approved and Published by The Committee of Lloyd's)

NO CURE – NO PAY

LOF 1990

On board the 於 _____ 輪上 日期 _____
Dated..... 日期 _____

IT IS HEREBY AGREED between Captain.....for
and on behalf of the Owners of the "....." her cargo
freight bunkers stores and any other property thereon (hereinafter
collectively called "the Owners") and.....for and on
behalf of.....(hereinafter called "the Contractor")
that:-

本船長 _____ 代表 _____ 輪之船舶
所有人、貨物、運費、燃油、物料及其上任何
其他財產(以下統稱為"所有權人")與
_____代表 _____ (以下稱為"締約
救助人")謹協議如下：

1.
 - (a) The Contractor shall use his best endeavours:-
 - (i) to save the "....."and/or her cargo freight bunkers stores and any other property thereon and take them toor to such other place as may hereafter be agreed either place to be deemed a place of safety or if no such place is named or agreed to a place of safety and
 - (ii) while performing the salvage services to prevent or minimize damage to the environment.
 - (b) Subject to clause 2 incorporating Convention Article 14 the services shall be rendered and accepted as salvage services upon the principle of "no cure - no pay."
 - (c) The Contractor's remuneration shall be fixed by Arbitration in London in the manner hereinafter prescribed and any other difference arising out of this Agreement or the operations thereunder shall be referred to Arbitration in the same way.
 - (d) In the event of the services referred to in this Agreement or any part of such services having been already rendered at the

1.
 - (a) 締約救助應盡其最大努力：
 - (i) 救助 _____ 輪及/或其貨物、運費、燃油、物料及其上任何其他財產，將其送往 _____ 或稍後協議無論是否視為安全處所之地點，或如無列名或協議地點時，則為安全處所之地點。
 - (ii) 於進行救助服務時，應防止或減輕對環境之損害。
 - (b) 於依據第 2 條所併入之公約第 14 條規定之情況下，應本"不成功-無報酬"之救助服務原則提供並接受本服務。
 - (c) 締約救助人之報酬應以下述所規定之方式，經由倫敦仲裁確定之，本契約或相關作業所生之任何其他爭議，應以相同方法提交仲裁。
 - (d) 於本協議簽訂日期之前，締約救助人已對前述船舶及/或其貨物、運費、燃油、物

date of this Agreement by the Contractor to the said vessel and/or her cargo freight bunkers stores and any other property thereon the provisions of this Agreement shall apply to such services.

- (e) The security to be provided to the Council of Lloyd's (hereinafter called "the Council") the Salved Value(s) the Award and/or any Interim Award(s) and/or any Award on Appeal shall be in.....currency.
- (f) If clause 1(e) is not completed then the security to be provided and the Salved Value(s) the Award and/or Interim Award(s) and/or Award on Appeal shall be in Pounds Sterling.
- (g) This Agreement and Arbitration thereunder shall except as otherwise expressly provided be governed by the law of England, including the English law of salvage.

PROVISIONS AS TO THE SERVICES

2. Articles 1(a) to (e), 8, 13.1, 13.2 first sentence, 13.3 and 14 of the International Convention on Salvage 1989 ("the Convention Articles") set out hereafter are hereby incorporated into this Agreement. The terms "Contractor" and "services" / "salvage services" in this Agreement shall have the same meanings as the terms "salvor(s)" and "salvage operation (s)" in the Convention Articles.

3. The Owners their Servants and Agents shall co-operate fully with the Contractor in and about the salvage including obtaining entry to the place named or the place of safety as defined in clause 1. The Contractor may make reasonable use of the vessel's machinery gear equipment anchors chains stores and other appurtenances during and for the purpose of the salvage services. The Contractor shall be reimbursed for the cost of expenses but shall not unnecessarily damage abandon or sacrifice the same or any property the subject of this Agreement.

PROVISIONS AS TO SECURITY

- 4.
 - (a) The Contractor shall immediately after the termination of the services or sooner notify the Council and where practicable the Owners of the amount for which he demands security (inclusive of costs expenses and intent) from each of the respective Owners.
 - (b) Where the exception to the principle of "no cure - no pay" under Convention Article 14 becomes likely to be applicable the owners of the vessel shall on the demand of the Contractor provide security for the Contractor's special compensation.
 - (c) The amount of any such security shall be reasonable in the light of the knowledge available to the Contractor at the time when the demand is made. Unless otherwise agreed such security shall be provided (i) to the Council (ii) in a form approved by the Council and (iii) by persons firms or corporations either acceptable to the Contractor or resident in the United Kingdom and acceptable to the Council. The Council shall not be responsible for the sufficiency (whether

料及其上任何其他財產提供本契約所述及之服務或該服務任何部份時，本契約規定仍應適用之。

- (e) 擔保金應提供給勞依茲委員會(以下稱"委員會")，獲救價值、裁定額、及/或任何中間裁定額、及/或上訴之任何裁定額均應以_____貨幣表示之。
- (f) 如第 1(e)條未訂明，則應提供之擔保金、獲救價值、裁定額、及/或中間裁定額、及/或上訴裁定額應以英鎊表示之。
- (g) 除另有明示約定外，本契約及仲裁應受英國法(包括英國海難救助法)規範。

服務條款

2.1989 年海難救助國際公約(以下稱"公約條款")第 1 條(a)項至(e)項、第 13.1 條、第 13.2 條第一段、第 13.3 條及第 14 條之規定於此併入本契約。本契約所稱"締約救助入"、"服務"、"救助服務"與該公約所稱之"救助入"及"救助作業"具相同意義。

3.所有權人、其受雇人及代理人對於及對有關之救助，包括為進入第 1 條定義之列名地點或安全地點，應與締約救助入充份合作。締約救助入得於救助服務期間及為救助目的，合理且無償地使用船舶之機器、索具、設備、錨、錨鍊、物料及其他屬具，但不能對這些物品或本契約標的之其他財產有不必要的毀損、投棄或犧牲。

擔保條款

- 4.
 - (a) 於服務終止後，締約救助入應將其所需每一所有權人救助擔保之數額(包括成本、費用及利息)立即或儘速通知委員會及所有權人。
 - (b) 當有或可能有公約第 14 條"不成功-無報酬"原則除外規定之求償時，船舶所有權人應依締約救助入於任何時間所提出之要求，對締約救助入特別補償金之求償提供擔保。
 - (c) 任何擔保之數額應以締約救助入提出要求當時可得而知之情況合理為之。除另有協議外，該擔保應提供給(i) 委員會，(ii) 以委員會所同意之格式，及(iii) 由締約救助入可接受或設籍於英國而為委員會所接受之人、商號或公司提供之。任何人、商號或公司之疏失或破產而就其本應提供之任何擔保之不足額(無論是否為數量

in amount or otherwise) of any security which shall be provided nor for the default or insolvency of any person firm or corporation providing the same.

- (d) The owners of the vessel their Servants and Agents shall use their best endeavours to ensure that the cargo owners provide their proportion of security before the cargo is released.

5.

(a) Until security has been provided as aforesaid the Contractor shall have a maritime lien on the property salvaged for his remuneration. The property salvaged shall not without the consent in writing of the Contractor (which shall not be unreasonably withheld) be removed from the place to which it has been taken by the Contractor under clause 1(a).

(b) The Contractor shall not arrest or detain the property salvaged unless:-

(i) security is not provided within 14 days (exclusive of Saturdays and Sundays or other days observed as general holidays at Lloyd's) after the date of the termination of the services or

(ii) he has reason to believe that the removal of the property salvaged is contemplated contrary to clause 5(a) or

(iii) any attempt is made to remove the property salvaged contrary to clause 5(a).

(c) The Arbitrator appointed under clause 6 or the Appeal Arbitrator(s) appointed under clause 11(d) shall have power in their absolute discretion to include in the amount awarded to the Contractor the whole or part of any expenses reasonably incurred by the Contractor in:-

(i) ascertaining demanding and obtaining the amount of security reasonably required in accordance with clause 4.

(ii) enforcing and/or protecting by insurance or otherwise or taking reasonable steps to enforce and/or protect his lien.

PROVISIONS AS TO ARBITRATION

6.

(a) Where security is provided to the Council in whole or in part the Council shall appoint an Arbitrator in respect of the property covered by such security.

(b) Whether security has been provided or not the Council shall appoint an Arbitrator upon receipt of a written request made by letter telex facsimile or in any other permanent form provided that any party requesting such appointment shall if required by the Council undertake to pay the reasonable fees and expenses of the Council and/ or any Arbitrator or Appeal Arbitrator(s).

(c) Where an Arbitrator has been appointed and the parties do not proceed to arbitration the Council may award any fees costs and/or expenses which are outstanding and thereupon terminate the appointment of such Arbitrator.

7. The Contractor's remuneration shall be fixed by the Arbitrator

上或其他), 委員會無須負責。

- (d) 船舶所有權人、其受雇人及代理人應盡其最大努力, 以確保釋放貨物前, 貨物所有權人已經提供其救助擔保之比例部份。

5.

(a) 除非擔保業依前述規定提供, 締約救助人就其報酬, 對於獲救之財產享有海事優先權。未經締約救助人之書面同意(不應有不合理之撤回), 獲救之財產不應而從締約救助人依第 1(a)條送達之地點移往其他地點。

(b) 締約救助不得假扣押或留置獲救財產, 除非:

(i) 擔保未於服務終止日後 14 天內提出(不包括週六、週日或其他勞依茲一般假日), 或

(ii) 其有理由相信, 獲救財產之移動將違反第 5(a)條, 或

(iii) 有任何將獲救財產移動而違反第 5(a)條之企圖。

(c) 第 6 條所指定之仲裁人或第 11(d)條所指定之上訴仲裁人具絕對之裁量權力, 對締約救助人就下列事項所合理發生任何費用之全部或一部判定應給予締約救助人之數額:

(i) 依第 4 條合理之需, 而為確定所需及取得擔保數額。

(ii) 經由保險或其他方式或採取強制實行及/或防護其優先權之合理步驟所為之強制實行或防護。

仲裁條款

6.

(a) 如擔保之全部或一部業已提供給委員會, 委員會即應就該擔保或擔保之財產為仲裁人之指派。

(b) 無論擔保是否已經提供, 於委員會接獲書信、電報、電傳或以任何其他永久方式之書面請求時, 即得指派一位仲裁人, 但任何請求為該指派之人, 一經委員會請求時, 應擔保其將會支付委員會及/或任何仲裁人或上訴仲裁人之合理支出或費用。

(c) 如仲裁人已指派, 然當事人不進行仲裁時, 委員會得請求已發生之任何支出、成本及/或費用, 並終止該仲裁人之派任。

7. 締約救助人之報酬應由依第 6 條所指派之

appointed under clause 6. Such remuneration shall not be diminished by reason of the exception to the principle of 'no cure - no pay' under Convention Article 14.

仲裁人決定之。該報酬不應因公約第 14 條“不成功-無報酬”原則之除外適用而有所減少。

REPRESENTATION

8. Any party to this Agreement who wishes to be heard or to adduce evidence shall nominate a person in the United Kingdom to represent him failing which the Arbitrator or Appeal Arbitrator(s) may proceed as if such party had renounced his right to be heard or adduce evidence.

8. 本契約之任何當事人希望聽審或提出證據者，應於英國指定一人代其為之，如未指定，仲裁人或上訴仲裁人得以如同該當事人已經放棄其聽審或提出證據之權利般進行其程序。

出庭

CONDUCT OF THE ARBITRATION

- 9.
- (a) The Arbitrator shall have power to:-
- (i) admit such oral or documentary evidence or information as he may think fit
 - (ii) conduct the Arbitration in such manner in all respects as he may think fit subject to such procedural rules as the Council may approve
 - (iii) condemn the Contractor in his absolute discretion in the whole or part of the expense of providing excessive security and deduct the amount in which the Contractor is so condemned from the salvage remuneration and/or special compensation
 - (iv) make Interim Award(s) on such terms as may be fair and just
 - (v) make such orders as to costs fees and expenses including those of the Council charged under clauses 9(b) and 12(b) as may be fair and just.
- (b) The Arbitrator and the Council may charge reasonable fees and expenses for their services whether the Arbitration proceeds to a hearing or not and all such fees and expenses shall be treated as part of the costs of the Arbitration.
- (c) Any Award shall (subject to Appeal as provided in this Agreement) be final and binding on all the parties concerned whether they were represented at the Arbitration or not.

- 9.
- (a) 仲裁人有權：
- (i) 承認其認為適當之口頭或書面之證據或資料
 - (ii) 依據委員會認可之程序規則，以其認為適當之方式，對任何事項為仲裁進行
 - (iii) 以其絕對裁量，要求締約救助者支付提供超額擔保之費用之全部或一部，並從報酬及/或特別補償金中扣除該款項
 - (iv) 作出其認為公平合理條件之中間裁定，包括暫付款
 - (v) 作出有關依第 9(b) 及 12(b) 條而認為公平合理之成本、支出及費用之要求，包括委員會之是項費用。
- (b) 無論仲裁審理與否，仲裁人及委員會就其服務，得要求合理之支出及費用，且該所有的支出及費用應視為仲裁成本之一部分。
- (c) 任何裁定(受限於本契約之上訴規定)應予終結並拘束所有相關當事人，無論其是否派有代表出席仲裁。

仲裁人作為

INTEREST

10. Interest at rates per annum to be fixed by the Arbitrator shall (subject to Appeal as provided in this Agreement) be payable on any sum awarded taking into account any sums already paid:-
- (i) from the date of termination of the services unless the Arbitrator shall in his absolute discretion otherwise decide until the date of publication by the Council of the Award and/or Interim Award(s) and
 - (ii) from the expiration of 21 days (exclusive of Saturdays and Sundays or other days observed as general holidays at Lloyd's) after the date of publication by the Council of the Award and/or Interim Award(s) until the date payment is received by the Contractor or the Council both dates inclusive.

10. 於考量業已支付之任何款項後，仲裁人所決定以年利率計算之利息(應受限於本契約之上訴規定)應以下列期間就所有裁定之任何數額計收之：
- (i) 自服務終止日起算(除非仲裁人以其絕對意見而有另行決定)至委員會發布該裁定及/或中間裁定之日止，及
 - (ii) 自委員會發布該裁定及/或中間裁定之日起 21 日期間(不包括週六、週日或其他勞依茲一般假日)屆滿日起，至締約救助者或委員會收到支付款之日止，首尾日計入。

利息

PROVISIONS AS TO APPEAL

- 11.
- (a) Notice of Appeal if any shall be given to the Council within 14 days (exclusive of Saturday and Sundays or other days observed as general holidays at Lloyd's) after the date of the publication by the Council of the Award and/ or Interim Award(s),
 - (b) Notice of Cross-Appeal if any shall be given to the Council within 14 days (exclusive of Saturdays and Sundays or other days observed as general holidays at Lloyd's) after notification by the Council to the parties of any Notice of Appeal. Such notification if sent by post shall be deemed received on the waking day following the day of posting.
 - (c) Notice of Appeal or Cross-Appeal shall be given to the Council by letter telex facsimile or in any other permanent form.
 - (d) Upon receipt of Notice of appeal the Council shall refer the Appeal to the hearing and determination of the Appeal Arbitrator(s) selected by it.
 - (e) If any Notice of Appeal or Cross-Appeal is withdrawn the Appeal hearing shall nevertheless proceed in respect of such Notice of Appeal or Cross-Appeal as may remain.
 - (f) Any Award on Appeal shall be final and binding on all the parties to that Appeal Arbitration whether they were represented either at the Arbitration or at the Appeal Arbitration or not.

CONDUCT OF THE APPEAL

- 12.
- (a) The Appeal Arbitrator(s) in addition to the powers of the Arbitrator under clauses 9(a) and 10 shall have power to:-
 - (i) admit the evidence which was before the Arbitrator together with the Arbitrator's notes and reasons for his Award and/or Interim Award(s) and any transcript of evidence and such additional evidence as he or they may think fit
 - (ii) confirm increase or reduce the sum awarded by the Arbitrator and to make such order as to the payment of interest on such sum as he or they may think fit
 - (iii) confirm revoke or vary any order and/or Declaratory Award made by the Arbitrator,
 - (b) The Appeal Arbitrator(s) and the Council may charge reasonable fees and expenses for their services in connection with the Appeal Arbitration whether it proceeds to a bearing or not and all such fees and expenses shall be treated as part of the costs of the Appeal Arbitration.

PROVISIONS AS TO PAYMENT

- 13.
- (a) In case of Arbitration if no Notice of Appeal be received by the Council in accordance with clause 11(a) the Council shall call upon the party or parties concerned to pay the amount awarded and in the event of non-payment shall subject to the

上訴條款

- 11.
- (a) 上訴通知(如有)應於收到委員會發布該裁定及/或中間裁定之日起之 14 天內(不包括週六、週日或其他勞依茲一般假日)提送給委員會。
 - (b) 交互上訴通知(如有)應於收到委員會給任何當事人之任何上訴通知後 14 天內(不包括週六、週日或其他勞依茲一般假日)提送給委員會。該通知如以郵寄寄送，應視為於郵寄送達日後次一工作日為送達。
 - (c) 上訴通知或交互上訴通知應以書信、電報、電傳或任何其他永久方式提交給委員會。
 - (d) 於接獲上訴通知時，委員會會將該上訴送交審理，並決定其所選擇之上訴仲裁人人選。
 - (e) 如任何上訴或交互上訴被撤回，有關該上訴或交互上訴通知之上訴審理仍應維持般地繼續進行。
 - (f) 任何上訴之裁定應予終結並拘束所有上訴仲裁之相關當事人，而無論其是否派有代表出席仲裁或上訴仲裁。

上訴仲裁作為

- 12.
- (a) 上訴仲裁人除具有依第 9(a)及 10 條之仲裁人權限外，尚有權為：
 - (i) 承認先前提交給仲裁人之證據，及仲裁人為其裁定及/或中間裁定之註釋及理由，以及任何證據之副本及其或他們認為適當之額外證據。
 - (ii) 確定增加或減少仲裁人所裁定之數額，並對其所認為適當數額之利息支付作出要求。
 - (iii) 確定廢棄或變更仲裁人所作之任何要求及/或確定裁定。
 - (b) 無論仲裁程序審理與否，上訴仲裁人及委員會就其有關上訴仲裁之服務，得要求合理之支出及費用，且該所有的支出及費用應視為上訴仲裁成本之一部分。

支付條款

- 13.
- (a) 於仲裁情況下，如委員會依照第 11(a)條而未接獲上訴通知時，委員會會要求一方或多方之相關當事人支付裁定之數額，如未支付，則依締約救助入先前提供給委員

Contractor first providing to the Council a satisfactory Undertaking to pay all the costs thereof realize or enforce the security and pay therefrom to the Contractor (whose receipt shall be a good discharge to it) the amount awarded to him together with interest if any. The Contractor shall reimburse the parties concerned to such extent as the Award is less than any sums paid on account or in respect of Interim Award(s).

- (b) If Notice of Appeal be received by the Council in accordance with clause 11 it shall as soon as the Award on Appeal has been published by it call upon the party or parties concerned to pay the amount awarded and in the event of non-payment shall subject to the Contractor first providing to the Council a satisfactory Undertaking to pay all the costs thereof realize or enforce the security and pay therefrom to the Contractor (whose receipt shall be a good discharge to it) the amount awarded to him together with interest if any. The Contractor shall reimburse the parties concerned to such extent as the Award on Appeal is less than any sums paid on account or in respect of the Award or Interim Award(s).
- (c) If any sum shall become payable to the Contractor as remuneration for his services and/or interest and/or costs as the result of an agreement made between the Contractor and the Owners or any of them the Council in the event of non-payment shall subject to the Contractor first providing to the Council a satisfactory Undertaking to pay all the costs thereof realize or enforce the security and pay therefrom to the Contractor (whose receipt shall be a good discharge to it) the said sum.
- (d) If the Award and/or Interim Award(s) and/or Award on Appeal provides or provide that the costs of the Arbitration and/or of the Appeal Arbitration or any part of such costs shall be borne by the Contractor such costs may be deducted from the amount awarded or before payment is made to the Contractor unless satisfactory security is provided by the Contractor for the payment of such costs.
- (e) Without prejudice to the provisions of clause 4(c) the liability of the Council shall be limited in any event to the amount of security provided to it.

會之足額保證支付該項已知之所有成本或強制實行該擔保並將裁定之數額及其利息(如有)支付給締約救助者(其收取得適當免除其責任者)。締約救助者就裁定少於已暫付之任何數額或有關中間裁定額之範圍，應補償相關利害關係人。

- (b) 如委員會接獲依第 11 條規定之上訴通知，於上訴仲裁裁定發布後應儘速要求相關當事人或數當事人支付裁定之數額，如未支付，則依締約救助者先前提供給委員會之足額保證支付該項已知之所有成本或強制實行該擔保並將裁定之數額及其利息(如有)支付給締約救助者(其收取得適當免除其責任者)。締約救助者就上訴裁定少於已暫付之任何數額或有關裁定或中間裁定之範圍，應補償相關利害關係人。
- (c) 對締約救助者服務之報酬及/或利息及/或費用，因締約救助者及所有權人或其間任何人所作之協議而應支付締約救助者任何數額時，如未支付，委員會會依締約救助者先前提供給委員會之足額保證支付該項已知之所有成本或強制實行該擔保並將裁定之數額及其利息(如有)支付給締約救助者(其收取得適當免除其責任者)。
- (d) 如裁定及/或中間裁定及/或上訴裁定規定仲裁及/或上訴仲裁之費用或該費用之任何部份應由締約救助者負擔時，除非締約救助者就該費用之支付提出足額擔保，否則該費用應於該款項支付給締約救助者前，從裁定或協議之數額中扣除。
- (e) 不損及第 4(c)條之規定，委員會之責任，在任何情況下，應受限於提供給委員會之擔保數額。

GENERAL PROVISIONS

14. The Master or other person signing this Agreement on behalf of the property to be salvaged enters into this Agreement as agent for the vessel her cargo height bunkers stores and any other property thereon and the respective Owners thereof and binds each (but not the one for the other or himself personally to the due performance thereof.

15. In considering what sums of money have been expended by the Contractor in rendering the services and/or in fixing the amount of the Award and/or Interim Award(s) and/or Award on Appeal the Arbitrator or Appeal Arbitrator(s) shall to such an extent and in so far as it may be fair and just in all the circumstances give effect to the consequences of any change or changes in the relevant rates of exchange which may have occurred between the date of termination of the services and the date on which the Award and/or Interim Award(s) and/or Award

一般條款

14. 代表被獲救財產議定本契約並簽署本契約之船長或其他人視為船舶、其貨物、運費、燃油、物料及其上其他財產及其各自所有權人之代表人，並拘束每一人(非一人為他人或自身)而適當執行其職責。

15. 於考量締約救助者提供服務所耗費之金錢數額，及/或裁定及/或中間裁定及/或上訴裁定之數額時，仲裁人或上訴仲裁人應就所有情況均為公平合理之程度及範圍內，對服務終止日與作出裁定及/或中間裁定及/或上訴裁定之日間可能發生之有關兌換匯率之任何變動或數變動之影響進行調整。

on Appeal is made.

16. Any Award notice authority order or other document signed by the Chairman of Lloyd's or any person authorised by the Council for the purpose shall be deemed to have been duly made or given by the Council and shall have the same force and effect in all respects as if it had been signed by every member of the Council.

17. The Contractor may claim salvage and enforce any Award or agreement made between the Contractor and the Owners against security provided under clause 4 if any in the name and on behalf of any Sub-Contractors Servants or Agents including Masters and members of the crews of vessels employed by him or by any Sub-Contractors in the services provided that he first provides a reasonably satisfactory indemnity to the Owners against all claims by or liabilities to the said persons.

18. When there is no longer any reasonable prospect of a useful result leading to a salvage reward in accordance with Convention Article 13 the owners of the vessel shall be entitled to terminate the services of the Contractor by giving notice to the Contractor in writing.

19. No person signing this Agreement or any party on whose behalf it is signed shall at any time or in any manner whatsoever offer provide make give or promise to provide demand or take any form of inducement for entering into this Agreement.

THE CONVENTION ARTICLES

Article 1 Definitions

- (a) *Salvage operation* means any act or activity undertaken to assist a vessel or any other property in danger in navigable waters or in any other waters whatsoever
- (b) *Vessel* means any ship or craft, or any structure capable of navigation
- (c) *Property* means any property not permanently and intentionally attached to the shoreline and includes freight at risk
- (d) *Damage to the environment* means substantial physical damage to human health or to marine life or resources in coastal or inland waters or areas adjacent thereto, caused by pollution, contamination, fire, explosion or similar major incidents
- (e) *Payment* means any reward, remuneration or compensation due under this Convention

Article 8 Duties of the Salvor and of the Owner and Master

- 1. The salvor shall owe a duty to the owner of the vessel or other property in danger.

16.任何裁定、通知、授權、要求或勞依茲主席或任何經委員會授權之人為此目的所簽署之其他文件，均應視為委員會已經為適當製作或提出，且在任何方面具有如經委員會任一委員簽署般之同樣強制力及效力。

17.締約救助人得代表任何次締約救助人、其或他們的受雇人或代理人，包括其或任何次締約救助人就此服務所雇用之船長及船舶之船員，就依第 4 條所提供之擔保，請求救助並強制實行任何裁定或由締約救助人及所有權人所締結之協議，然締約救助人對於任何對所有權人所請求之任何求償或責任，應先提出合理足額之補償給所有權人。

18.一旦不復有產生救助報酬可能結果之任何合理期待時，依照公約第 13 條，船舶所有權人有權向締約救助人提出合理的書面通知，終止締約救助人之服務。

19.對於締結本契約而簽署本契約之人或代表某人簽署之任何人，均不得於任何時間或以任何方式有提出、要求、作出、給予或約定任何要求或為任何形式之限制。

公約條款

第 1 條 定義

就本公約之目的而言：

- (a) 海難救助作業係指為協助於可航行水域或其他任何水域中陷入危難之船舶或其他任何財物，所從事之任何行為或活動。
- (b) 船舶係指任何船或艇或可供航行之任何構造物。
- (c) 財物係指任何非永久性及其故意附著於海岸之財物，包括風險運費。
- (d) 對環境造成損害係指因污染、污損、火災、爆炸或類似重大事故，肇致沿海或內水或其鄰近地區人體健康、海洋生物或資源重大實質損害。
- (e) 給付係指依本公約應支付之任何報酬、酬金或補償。

第 8 條 救助人、船舶所有人及船員之義務

- (1) 救助人對陷於危難之船舶或其他財物之所有人，負有下列義務：

- (a) to carry out the salvage operations with due care;
 - (b) in performing the duty specified in subparagraph (a), to exercise due care to prevent or minimize damage to the environment;
 - (c) whenever circumstances reasonably require, to seek assistance from other salvors; and
 - (d) to accept the intervention of other salvors when reasonably requested to do so by the owner or master of the vessel or other property in danger, provided however that the amount of his reward shall not be prejudiced should it be found that such a request was unreasonable
2. The owner and master of the vessel or the owner of other property in danger shall owe a duty to the salvor:
- (a) to co-operate fully with him during the course of the salvage operations;
 - (b) in so doing, to exercise due care to prevent or minimize damage to the environment; and
 - (c) when the vessel or other property has been brought to a place of safety, to accept redelivery when reasonably requested by the salvor to do so

Article 13 Criteria for fixing the reward

1. The reward shall be fixed with a view to encouraging salvage operations, taking into account the following criteria without regard to the order in which they are presented below:
- (a) the salvaged value of the vessel and other property;
 - (b) the skill and efforts of the salvor in preventing or minimizing damage to the environment;
 - (c) the measure of success obtained by the salvor;
 - (d) (4) the nature and degree of the danger;
 - (e) the skill and efforts of the salvors in salvaging the vessel, other property and life;
 - (f) the time used and expenses and losses incurred by the salvors;
 - (g) the risk of liability and other risks run by the salvors or their equipment;
 - (h) the promptness of the services rendered;
 - (i) the availability and use of vessels or other equipment intended for salvage operations;
 - (j) the state of readiness and efficiency of the salvor's equipment and the value thereof
2. Payment of a reward fixed according to paragraph 1 shall be made by all of the vessel and other property interests in proportion to their respective salvaged values. However, a State Party may in its national law provide that the payment of a reward has to be made by one of these interests, subject to a right of recourse of this interest against the other interests for their respective shares. Nothing in this article shall prevent any right of defence.
3. The rewards, exclusive of any interest and recoverable legal costs that may be payable thereon, shall not exceed the salvaged value of the vessel and other property

Article 14 Special Compensation

1. If the salvor has carried out salvage operations in respect of a

- (a) 謹慎進行海難救助作業；
 - (b) 進行(a)款海難救助作業時，應注意防止或減少對環境之損害；
 - (c) 於狀況合理所需時，尋求其他救助人之協助；及
 - (d) 一經陷於危難之船舶或其他財物所有人或船長之合理請求，應容許其他救助人之介入。如經發現該請求為不合理時，其應得之報酬金額，不應受影響。
- (2) 陷於危難之船舶所有人及船長或其他財物之所有人，對救助人員有下列義務：
- (a) 於海難救助作業進行過程中，提供充分之合作；
 - (b) 於提供前款合作時，應注意防止或減少對環境之損害；及
 - (c) 當船舶或其財物已移置於安全處所時，應接受救助人員之合理請求。

第 13 條 裁定報酬之標準

- (1) 報酬應著重於鼓勵海難救助作業為，並斟酌下列各項情況定之，不計其先後順序：
- (a) 獲救船舶或其他財物之價值；
 - (b) 救助人員對防止或減少環境損害之技術及努力；
 - (c) 救助人員所獲成效之程度；
 - (d) 危險之性質及程度；
 - (e) 救助人員救助船舶、其他財物及人命之技術及努力；
 - (f) 救助人員所耗費之時間、費用及其所蒙受之損失；
 - (g) 救助人員或其設備所負之責任危險及其他危險；
 - (h) 提供服務之迅捷性；
 - (i) 供海難救助作業之船舶或其他設備之取得及運用情況；
 - (j) 救助人員所提供設備之備便程度、效率及其價值。
- (2) 根據第 1 項所裁定報酬之給付，應由所有船舶及其他財物之利益人，依其獲救價值比例分擔之。然締約國得於其國內法中規定，報酬之給付必須由相關利益人中之一人單獨給付之，而該利益人得向其他利益人請求償還其應分擔之部分。本條不應妨礙任何抗辯權之行使。
- (3) 報酬不應超過獲救船舶或其他財物之價值。然因所孳生之任何利息及可追償之法律費用，不在此限。

第 14 條 特別補償金

- (1) 救助人員針對有損害環境之虞之船舶或其

vessel which by itself or its cargo threatened damage to the environment and has failed to earn a reward under Article 13 at least equivalent to the special compensation assessable in accordance with this Article, he shall be entitled to special compensation from the owner of that vessel equivalent to his expenses as herein defined

2. if, in the circumstances set out in paragraph 1, the salvor by his salvage operations has prevented or minimized damage to the environment, the special compensation payable by the owner to the salvor under paragraph 1 may be increased up to a maximum of 30% of the expenses incurred by the salvor. However, the Tribunal, if it deems it fair and just to do so and bearing in mind the relevant criteria set out in Article 13, paragraph 1, may increase such special compensation further, but in no event shall the total increase be more than 100% of the expenses incurred by the salvor
3. Salvor's expenses for the purpose of paragraphs 1 and 2 means the out-of-pocket expenses reasonably incurred by the salvor in the salvage operation and a fair rate for equipment and personnel actually and reasonably used in the salvage operation, taking into consideration the criteria set out in Article 13, paragraph 1(h), (i) and(j)
4. lie total special compensation under this Article shall be paid only if and to the extent that such compensation is greater than any reward recoverable by the salvor under Article 13
5. If the salvor has been negligent and has thereby failed to prevent or minimize damage to the environment, he may be deprived of the whole or part of any special compensation due under this Article
6. Nothing in this Article shall affect any right of recourse on the part of the owner of the vessel.

For and on behalf of the Contractor

(To be signed either by the Contractor personally or by the Master of the salving vessel or other person whose name is inserted in line 4 of this Agreement.)

For and on behalf of the Owners of property to be salvaged.

(To be signed by the Master or other person whose name is inserted in line 1 of this Agreement.)

上貨載施行海難救助作業，無法依第 13 條獲得至少與本條估算所得之特別補償金同等之報酬時，應享有向該船舶所有人請求依本條所定義，等同於其所支出費用之特別補償金之權利。

- (2) 於前項所述情形下，若救助人之海難救助作業，已達防止或減少環境之損害，則船舶所有人依前項規定應給付救助人之特別補償金，得增加至最多不超過救助人所支出費用之百分之 30。然法庭得依公平及合理原則，並參酌第 13 條第 1 項所述之標準，增加該特別補償金。然增加之數額，以不超過救助人所支出費用百分之 100 為限。
- (3) 就第 1 及 2 項目的而言，救助人之費用係指救助人於執行海難救助作業時所合理支出之實支費用，包括參酌第 13 條第 1 項(h)、(i)及(j)款所述標準用於救助作業之設備及人事上合理費率。
- (4) 依本條應給付之特別補償金總額，其範圍受限該補償金超過依第 13 條規定救助人可收取之任何報酬之部分。
- (5) 救助人如因其自身疏失，致未能防止或減少環境之損害者，得剝奪其依本條之任何全部或部分特別補償金。
- (6) 本條規定，不影響船舶所有人任何追償權利之行使。

代表締約救助人

(應由締約人本人或施救船舶之船長或列名於本契約第四行之其他人簽署之)

代表獲救財產之所有權人

(應由本契約第一行所列名之船長或其他人簽署之)