

勞依茲海難救助契約標準格式－2000 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 2000

1. Name of the salvage Contractors: 締約救助者姓名 (referred to in this agreement as “the Contractors”) (本協議以下稱為「締約救助者」)	2. Property to be salvaged: 欲救助之財產 The vessel: 船名 : her cargo freight bunkers stores and any other property thereon but excluding the personal effects or baggage of passengers master or crew (referred to in this agreement as “the property”)及其上貨物、運費、燃油、物料及任何其他財產、但不包括旅客、船長或船員之個人行李或包裹 (本協議以下稱為「財產」)
3. 協議安全地 : Agreed place of safety:	4. Agreed currency of any arbitral award and security (if other than United States dollars) 仲裁判斷及擔保之協議貨幣 (如不同於美元的話)
5. Date of this agreement 協議日期 :	6. Place of agreement 協議地點 :
7. Is the Scopic Clause incorporated into this agreement? State alternative: Yes/No 是否將「特別補償金防護及補償協會SCOPIC」條款併入本協議? 請選擇「是」或「否」	
8. Person signing for and on behalf of the Contractors 締約救助者代表簽署 Signature: 簽章 :	9. Captain 船長 or other persons signing for an on behalf of the property 或其他代表財產為簽署之人 Signature: 簽章 :

- A. Contractors' basic obligation:** The Contractors identified in Box 1 hereby agree to use their best endeavours to salvage the property specified in Box 2 and to take the property to the place stated in Box 3 or to such other place as may hereafter be agreed. If no place is inserted in Box 3 and in the absence of any subsequent agreement as to the place where the property is to be taken the Contractors shall take the property to a place of safety.
- B. Environmental protection:** While performing the salvage services the Contractors shall also use their best endeavours to prevent or minimise damage to the environment.
- C. Scopic Clause:** Unless the word "No" in Box 7 has been deleted this agreement shall be deemed to have been made on the basis that the Scopic Clause is not incorporated and forms no part of this agreement. If the word "No" is deleted in Box 7 this shall not of itself be construed as a notice invoking the Scopic Clause within the meaning of sub-clause 2 thereof.
- D. Effect of other remedies:** Subject to the provisions of the International Convention on Salvage 1989 as incorporated into English law ("the Convention") relating to special compensation and to the Scopic Clause if incorporated the Contractors' services shall be rendered and accepted as salvage services upon the principle of "no cure - no pay" and any salvage remuneration to which the Contractors become entitled shall not be diminished by reason of the exception to the principle of "no cure - no pay" in the form of special compensation or remuneration payable to the Contractors under a Scopic Clause.
- E. Prior services:** Any salvage services rendered by the Contractors to the property before and up to the date of this agreement shall be deemed to be covered by this agreement.
- F. Duties of property owners:** Each of the owners of the property shall cooperate fully with the Contractors. In particular:
- (i) the Contractors may make reasonable use of the vessel's machinery gear and equipment free of expense provided that the Contractors shall not unnecessarily damage abandon or sacrifice any property on board;
 - (ii) the Contractors shall be entitled to all such information as they may reasonably require relating to the vessel or the remainder of the property provided such information is relevant to the performance of the services and is capable of being provided without undue difficulty or delay;
 - (iii) the owners of the property shall co-operate fully with the Contractors in obtaining entry to the place of safety stated in Box 3 or agreed or determined in accordance with Clause A.
- G. Rights of termination:** When there is no longer any reasonable prospect of a useful result leading to a salvage reward in accordance with Convention Articles 12 and/or 13 either the owners of the vessel or the Contractors shall be entitled to terminate the services hereunder by giving reasonable prior written notice to the other.
- H. Deemed performance:** The Contractors' services shall be deemed to have been performed when the property is in a
- A. 締約救助人之基本義務:** 於第 1 欄所列名之締約救助人謹此同意會盡其最大努力救助第 2 欄所列名之財產, 並將其送往第 3 欄所協議之地點或稍候另行約定之其他地點。如第 3 欄未註明地點或隨後亦未有任何財產應送往之地點之協議者, 締約救助人應將財物送往安全地點。
- B. 環境保全:** 於履行救助服務時, 締約救助人應盡其最大努力地保全或減輕對環境之損害。
- C. 「特別補償金防護及補償協會 SCOPIC」條款:** 除第 7 欄「否」字已遭刪除, 否則本協議應視為該「特別補償金防護及補償協會」條款未併入本協議且非本協議之一部份之基礎下為締結。於第 7 欄「否」字被刪除之情況, 此本身不應解為已構成該「特別補償金防護及補償協會」條款第 2 項所規定之通知。
- D. 其他救濟之效果:** 於依據併入英國法之 1989 年海難救助國際公約(簡稱「公約」)有關特別補償金規定, 以及依據特別補償金防護及補償條款(如該條款被併入本協議)之情況下, 締約救助人之服務應本於"不成功-無報酬"之救助服務原則提供並接受本服務, 且締約救助人之報酬不應因特別補償金或依特別補償金防護及補償條款而應支付給締約救助人之報酬之"不成功-無報酬"原則之除外適用而有所減少。
- E. 先前的服務:** 於本協議簽訂日期之時或前, 締約救助人已經對財產為任何救助服務者, 應視為本協議所涵蓋。
- F. 財產所有人之義務:** 任一財產所有人應完全與締約救助人保持合作。特別是:
- (i) 締約救助人可合理且免費地使用船舶之機器、索具及設備, 惟締約救助人不應非必要地損害、投棄或犧牲船上任何財產;
 - (ii) 締約救助人有權瞭解有關該船舶或剩餘財產合理所需之任何資訊, 惟該資訊應與救助服務之進行有關且該提供不致會造成不良困難或遲延;
 - (iii) 對於第 3 欄所列名或依條款 A 所協議或決定之安全地點之入境許可取得方面, 財產所有人應完全與締約救助人保持合作。
- G. 終止協議之權利:** 一旦不復有會產生救助報酬可能結果之任何合理期待時, 依照公約第 12 條及或 13 條, 船舶所有權人或締約契約人均有權向對造為合理書面通知, 終止本協議下之服務。
- H. 視為履約:** 於財產於第 3 欄所列名或依條款 A 所協議或決定之安全處所處於

safe condition in the place of safety stated in Box 3 or agreed or determined in accordance with Clause A. For the purpose of this provision the property shall be regarded as being in safe condition notwithstanding that the property (or part thereof) is damaged or in need of maintenance if (i) the Contractors are not obliged to remain in attendance to satisfy the requirements of any port or harbour authority, governmental agency or similar authority and (ii) the continuation of skilled salvage services from the Contractors or other salvors is no longer necessary to avoid the property becoming lost or significantly further damaged or delayed.

- I. Arbitration and the LSSA Clauses:** The Contractors' I. remuneration and/or special compensation shall be determined by arbitration in London in the manner prescribed by Lloyd's Standard Salvage and Arbitration Clauses ("the LSSA Clauses") and Lloyd's Procedural Rules. The provisions of the LSSA Clauses and Lloyd's Procedural Rules are deemed to be incorporated in this agreement and form an integral part hereof. Any other difference arising out of this agreement or the operations hereunder shall be referred to arbitration in the same way.
- J. Governing law:** This agreement and any arbitration J. hereunder shall be governed by English law.
- K. Scope of authority:** The Master or other person signing K. this agreement on behalf of the property identified in Box 2 enters into this agreement as agent for the respective owners thereof and binds each (but not the one for the other or himself personally) to the due performance thereof.
- L. Inducements prohibited:** No person signing this L. 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 or demand or take any form of inducement for entering into this agreement.

IMPORTANT NOTICES :

- 1. Salvage security.** As soon as possible the owners of the vessel should notify the owners of other property on board that this agreement has been made. If the Contractors are successful the owners of such property should note that it will become necessary to provide the Contractors with salvage security promptly in accordance with Clause 4 of the LSSA Clauses referred to in Clause I. The provision of General Average security does not relieve the salvaged interests of their separate obligation to provide salvage security to the Contractors.
- 2. Incorporated provisions.** Copies of the Scopic Clause; the LSSA Clauses and Lloyd's Procedural Rules may be obtained from (i) the Contractors or (ii) the Salvage Arbitration Branch at Lloyd's, One Lime Street, London EC3M 7HA.

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www.lloydsagency.com

安全狀態下時，於締約救助人之救助服務應視為已經履行。為本條款之目的，於下列情況下，財產應被認定為處於安全狀態，而無論該財產(或其部分)已有毀損或需要維護：(i) 締約救助人已無義務為維持為滿足任何港口或港務當局、政府機關或類似官署之任何要求，及(ii) 在避免財產變為全損或會有重大且進一步毀損或遲延上，締約救助人或其他救助人持續之專業救助服務已無必要。

仲裁及勞伊茲標準救助及仲裁條款：締約救助人之報酬及或特別補償金應於倫敦，依勞伊茲標準救助及仲裁條款(稱為 LSSA 條款)及勞伊茲程序規則，以仲裁方式決定之。LSSA 條款及勞伊茲程序規則之規定視為併入本協議並成為本協議不可分離之一部份。因本協議或本協議下之任何作業所生之任何爭議，均應以同樣方式提付仲裁。

準據法：本協議及本協會下所進行之任何仲裁均應受英國法規範。

授權範圍：代表第 2 欄財產而簽署本協議之船長及任何其他人士，係以代表這些財產所有人之代理人身份締結此協議，並就合約之適當履行應相互拘束(並非一方拘束他方或自己個人)。

禁權：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。

重要通知：

- 1. 救助擔保：**於簽署本協議後，船舶所有人應儘速地通知船上其他財產之所有人。如締約救助人救助成功，該財產之所有人應注意其即需依照條款 I 所述及之 LSSA 條款之規定，提供救助擔保給締約救助人。共同海損擔保之提供並不能解除獲救利害關係人有關其應提供救助擔保給締約救助人之單獨義務。
- 2. 併入條款：**SCOPIC 條款、LSSA 條款及勞伊茲程序規則之副本得從下列管道取得：(i) 救助人或(ii) 位於倫敦 One Lime 街，郵遞區號 EC3M 7HA 之勞伊茲救助仲裁所。

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