

**勞依茲標準救助契約**  
(業經勞依茲委員會批准發行)

**勞依茲標準救助及仲裁條款**

**Lloyd's Standard Form of Salvage Agreement**

(Approved and Published by the Council of Lloyd's)

**Lloyd's Standard Salvage and Arbitration clauses**

**LSSA 2000**

1.9.2000

**1 Introduction**

- 1.1 These clauses ("the LSSA Clauses") or any revision thereof which may be published with the approval of the Council of Lloyd's are incorporated into and form an integral part of every contract for the performance of salvage services undertaken on the terms of Lloyd's Standard Form of Salvage Agreement as published by the Council of Lloyd's and known as LOF 2000 ("the Agreement" which expression includes the LSSA clauses and Lloyd's Procedural Rules referred to in Clause 6).
- 1.2 All notices communications and other documents required to be sent to the Council of Lloyd's should be sent to:  
Salvage Arbitration Branch Lloyd's  
One Lime Street  
London EC3M 7HA  
Telephone +44 (0) 20 7327 5408/5407/5849  
Fax +44 (0) 20 7327 6827/6777  
Email [lloyds-salvage@lloyds.com](mailto:lloyds-salvage@lloyds.com)

**1. 簡介**

- 1.1 業經勞依茲委員會批准發行之本條款(稱「LSSA 條款」)或其任何修正，應併入並成為依勞依茲委員會所發行，名為 LOF 2000(稱「本契約」其上明示將本 LSSA 條款，其上明示包括本 LSSA 條款及第 6 條所規定之勞依茲程序規則)之勞依茲標準救助契約條款所進行之救助服務之整體契約之一部份。
- 1.2 應寄送給勞依茲委員會之所有通知通訊及所需其他文件應寄送至：  
勞依茲救助仲裁分部  
One Lime Street  
London EC3M 7HA  
電話：+44(0)207327 5408/5407/5849  
電傳：+44(0)207327 6827/6777  
電郵：[lloyds-salvage@lloyds.com](mailto:lloyds-salvage@lloyds.com)

**2 Overriding Objective**

In construing the Agreement or on the making of any arbitral order or award regard shall be had to the overriding purposes of the Agreement namely:

- a. to seek to promote safety of life at sea and the preservation of property at sea and during the salvage operations to prevent or minimise damage to the environment;
- b. to ensure that its provisions are operated in good faith and that it is read and understood to operate in a reasonably businesslike manner;
- c. to encourage cooperation between the parties and with relevant authorities;
- d. to ensure that the reasonable expectations of salvors and owners of salvaged property are met and

**2. 首要目標**

於解釋本契約或於為任何仲裁命令或裁定時，應依本契約下列首要目的為之：

- a. 謀求增進海上人命安全及保全海上財產，並於救助作業期間，能避免或減輕對環境之損害；
- b. 確使本契約條款均以誠信為之，且應以一合理的商業方式處理予以解讀；
- c. 鼓勵當事人與相管機關間之合作；
- d. 確保符合救助人及獲救財產所有權人之合理期待，及

- e. to ensure that it leads to a fair and efficient disposal of disputes between the parties whether amicably, by mediation or by arbitration within a reasonable time and at a reasonable cost.
- e. 確保當事人間爭議處理能公平且具效率，於合理期間及合理成本以平和或調解或仲裁方式解決。

### 3 Definitions

In the Agreement and unless there is an express provision to the contrary:

- 3.1 “award” includes an interim or provisional award and “appeal award” means any award including any interim or provisional award made by the Appeal Arbitrator appointed under clause 10.2.
- 3.2 “personal effects or baggage” as referred to in Box 2 of the Agreement means those which the passenger, Master and crew member have in their cabin or are otherwise in their possession, custody or control and shall include any private motor vehicle accompanying a passenger and any personal effects or baggage in or on such vehicle.
- 3.3 “Convention” means the International Convention on Salvage 1989 as enacted by section 224, Schedule II of the Merchant Shipping Act 1995 (and any amendment of either) and any term or expression in the Convention has the same meaning when used in the Agreement.
- 3.4 “Council” means the Council of Lloyd’s
- 3.5 “days” means calendar days
- 3.6 “Owners” means the owners of the property referred to in box 2 of the Agreement
- 3.7 “owners of the vessel” includes the demise or bareboat charterers of that vessel.
- 3.8 “special compensation” refers to the compensation payable to salvors under Article 14 of the Convention.
- 3.9 “Scopic Clause” refers to the agreement made between (1) members of the International Salvage Union (2) the International Group of P&I Clubs and (3) certain property underwriters which first became effective on 1st August 1999 and includes any replacement or revision thereof. All references to the Scopic Clause in the Agreement shall be deemed to refer to the version of the Scopic Clause current at the date the Agreement is made.

### 4 Provisions as to Security, Maritime Lien and Right to Arrest

- 4.1 The Contractors shall immediately after the termination of the services or sooner notify the Council and where practicable the Owners of the amount for which they demand salvage security (inclusive of costs expenses and interest) from each of the respective Owners.
- 4.2 Where a claim is made or may be made for special compensation the owners of the vessel shall on the demand of the Contractors whenever made provide security for the Contractors claim for special compensation provided always that such demand is made within 2 years of the date of termination of the services.
- 4.3 The security referred to in clauses 4.1. and 4.2. above shall be demanded and provided in the currency specified in Box 4 or in United States Dollars if no such alternative currency has been agreed.

### 3. 定義

除另有相反明示條款外，於本契約：

- 3.1 「裁定」包括中間或臨時性裁定，及「上訴裁定」意指依第 10.2 條所指派之上訴仲裁人所為之任何中間或臨時性裁定在內之任何裁定。
- 3.2 「個人行李或包裹」：本協議第 2 欄所述及之個人行李或包裹意指旅客、船長及船員於其艙房或其所佔有、監管或控管之行李或包裹，包括其內或其上置放旅客及任何人之行李或包括任何私人機動車輛。
- 3.3 「公約」意指 1995 年商船法(及其後任何修正)附錄二第 224 條所通過之 1989 年海難救助國際公約，及於本協議所使用具有與該公約同樣意義之條款及規定。
- 3.4 「委員會」意指勞依茲委員會。
- 3.5 「日」意指曆年日。
- 3.6 「所有權人」意指本協議第 2 欄所述財產之所有權人。
- 3.7 「船舶所有權人」包括該船舶之光船租船人或空船租船人。
- 3.8 「特別補償金」係指公約第 14 條應支付給救助人之補償。
- 3.9 「SCOPIC 條款」係指(1)國際救助聯盟會員、(2)國際 P&I 協會集團及(3)部分財產保險人於 1999 年 8 月 1 日所締結並首次生效之協議，包括其任何修訂及修正。本協議任何述及 SCOPIC 條款者，應適用述及於本協議制定當時有效之 SCOPIC 條款。

### 4. 有關擔保、優先權及假扣押權之規定

- 4.1 於服務終止後，締約救助人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。
- 4.2 當有或可能有特別補償金之求償時，船舶所有權人應依締約救助人於任何時間所提出之要求，對締約救助人特別補償金之求償提供擔保，但該要求應於服務終止之日起二年內為之。
- 4.3 前述條款 4.1 及 4.2 所述及之擔保，應以第 4 欄位所指定之貨幣，或如未協議該替代貨幣者，則以美元，為請求之提出及提供。

- 4.4 The amount of any such security shall be reasonable in the light of the knowledge available to the Contractors at the time when the demand is made and any further facts which come to the Contractors' attention before security is provided. The arbitrator appointed under clause 5 hereof may, at any stage of the proceedings, order that the amount of security be reduced or increased as the case may be.
- 4.4 任何擔保之數額應就締約救助人於請求提出當時所知道之情況，以及擔保提供前締約救助人所獲得之進一步訊息，合理為之。依第5條所指派之仲裁人得於仲裁程序中之任何階段，命令擔保金額視情予以增減。
- 4.5 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 Contractors or resident in the United Kingdom and acceptable to the Council. The Council shall not be responsible for the sufficiency (whether in amount or otherwise) of any security which shall be provided nor the default or insolvency of any person firm or corporation providing the same.
- 4.5 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)由締約救助人所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(無論是否為數量上或其他)，委員會無須負責。
- 4.6 The owners of the vessel including their servants and agents shall use their best endeavours to ensure that none of the property salvaged is released until security has been provided in respect of that property in accordance with clause 4.5.
- 4.6 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，貨物所有權人已經依照第4.5條規定提供其救助擔保之比例部份。
- 4.7 Until security has been provided as aforesaid the Contractors shall have a maritime lien on the property salvaged for their remuneration.
- 4.7 除擔保業依前述規定提供外，締約救助人就其報酬，對於獲救之財產享有海事優先權。
- 4.8 Until security has been provided the property salvaged shall not without the consent in writing of the Contractors (which shall not be unreasonably withheld) be removed from the place to which it has been taken by the Contractors under clause A. Where such consent is given by the Contractors on condition that they are provided with temporary security pending completion of the voyage the Contractors maritime lien on the property salvaged shall remain in force to the extent necessary to enable the Contractors to compel the provision of security in accordance with clause 4.5.
- 4.8 未經締約救助人之書面同意(不應有不合理之撤回)，獲救之財產不應從締約救助人依第1(a)條送達之地點移往其他地點。當締約救助人係以提供臨時擔保以待航程完成之條件而為該同意時，締約救助人对獲救財產之海事優先權就能使締約救助人依第4.5條迫使擔保提供之必要範圍內仍然有效。
- 4.9 The Contractors shall not arrest or detain the property salvaged unless:
- 4.9 締約救助人不得假扣押或留置獲救財產，然下列情況除外：
- i. security is not provided within 21 days after the date of the termination of the services or
  - ii. they have reason to believe that the removal of the property salvaged is contemplated contrary to clause 4.8. or
  - iii. any attempt is made to remove the property salvaged contrary to clause 4.8.
- (i) 擔保未於服務終止日後21天內提出或
  - (ii) 其有理由相信，獲救財產之移動將違反第4.8條，或
  - (iii) 有任何將獲救財產移動而違反第4.8條之企圖。

## 5 Appointment of Arbitrator

- 5.1 Whether or not security has been provided the Council shall appoint an arbitrator ("the Arbitrator") upon receipt of a written request provided that any party requesting such appointment shall if required by the Council undertake to pay the reasonable fees and expenses of the Council including those of the Arbitrator and the Appeal Arbitrator.
- 5.1 無論擔保是否已經提供，於委員會接獲書面請求時，即得指派一位仲裁人(以下稱「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。
- 5.2 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.
- 5.2 無論仲裁程序是否開庭，仲裁人及委員會均得就其服務，恰收合理酬金及費用，且該所有酬金及費用應作為仲裁費用之一部處理。

## 6 Arbitration Procedure and Arbitrators Powers

- 6.1 The arbitration shall be conducted in accordance with the Procedural Rules approved by the Council (“Lloyd’s Procedural Rules”) in force at the time the Arbitrator is appointed.
- 6.2 The arbitration shall take place in London unless (i) all represented parties agree to some other place for the whole or part of the arbitration and (ii) any such agreement is approved by the Council on such terms as to the payment of the Arbitrator’s travel and accommodation expenses as it may see fit to impose.
- 6.3 The Arbitrator shall have power in his absolute discretion to include in the amount awarded to the Contractors the whole or part of any expenses reasonably incurred by the Contractors in:
  - i. ascertaining demanding and obtaining the amount of security reasonably required in accordance with clause 4.5
  - ii. enforcing and/or protecting by insurance or otherwise or taking reasonable steps to enforce and/or protect their lien
- 6.4 The Arbitrator shall have power to make but shall not be bound to make a consent award between such parties as so consent with or without full arbitral reasons
- 6.5 The Arbitrator shall have power to make a provisional or interim award or awards including payments on account on such terms as may be fair and just
- 6.6 Awards in respect of salvage remuneration or special compensation (including payments on account) shall be made in the currency specified in Box 4 or in United States dollars if no such alternative currency has been agreed.
- 6.7 The Arbitrator’s award shall (subject to appeal as provided in clause 10) be final and binding on all the parties concerned whether they were represented at the arbitration or not and shall be published by the Council in London.

## 7 Representation of parties

- 7.1 Any party to the Agreement who wishes to be heard or to adduce evidence shall appoint an agent or representative ordinarily resident in the United Kingdom to receive correspondence and notices for and on behalf of that party and shall give written notice of such appointment to the Council.
- 7.2 Service on such agent or representative by post or facsimile shall be deemed to be good service on the party which has appointed that agent or representative.
- 7.3 Any party who fails to appoint an agent or representative as aforesaid shall be deemed to have renounced his right to be heard or adduce evidence.

## 8 Interest

- 8.1 Unless the Arbitrator in his discretion otherwise decides the Contractors shall be entitled to interest on any sums awarded in respect of salvage remuneration or special compensation (after taking into consideration any sums already paid to the

## 6. 仲裁程序及仲裁人權力

- 6.1 仲裁人應依仲裁人被指派當時現行有效經委員會批准之程序規則(以下稱「勞依茲程序規則」)為仲裁之進行。
- 6.2 除(i)所有出庭當事人同意仲裁之全部或一部得於某其他地點進行,及(ii)就仲裁人前往該處之旅行及住宿費用相關條件,業經委員會批准外,仲裁應於倫敦進行之。
- 6.3 仲裁人有權以其絕對的裁量,將締約救助入合理發生下列費用之全部或一部納入判定給締約救助人之裁定金額中:
  - i. 確定、請求及取得依第 4.5 條合理所需之擔保款項
  - ii. 實施及或透過保險或其他方式以保全,或採取合理措施及或保全其優先權利。
- 6.4 仲裁人有權採取但不受拘束地採取當事人間有關是否應具備完整仲裁理由之同意性裁定。
- 6.5 仲裁人有權為臨時性或中間裁定或數裁定,包括其認為公平合理條件之暫付款。
- 6.6 有關救助報酬或特別補償金(包括暫付款)應以第 4 欄位所列名之貨幣或如未協議該貨幣,則以美元為之。
- 6.7 仲裁人裁定(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,該裁定應由本委員會於倫敦予以出版。

## 7. 當事人出庭

- 7.1 本契約之任何當事人希望聽審或提出證據者,應指定一設籍於英國之代理人或代表人代表該當事人收受通知並將該指定通知勞依茲委員會。
- 7.2 以郵寄或傳真送達該代理人或代表人,應視為已經完好送達給指定該代理人或代表人之人。
- 7.3 當事人未指定前述代理人或代表人,視為已放棄聽審或提出證據之權利。

## 8. 利息

- 8.1 除仲裁人以其裁量另有決定外,締約救助人有權就其救助報酬或特別補償金(於考量已經預先支付給締約救助人之款項後)之任何裁定

Contractors on account) from the date of termination of the services until the date on which the award is published by the Council and at a rate to be determined by the Arbitrator.

- 8.2 In ordinary circumstances the Contractors' interest entitlement shall be limited to simple interest but the Arbitrator may exercise his statutory power to make an award of compound interest if the Contractors have been deprived of their salvage remuneration or special compensation for an excessive period as a result of the Owners gross misconduct or in other exceptional circumstances.
- 8.3 If the sum(s) awarded to the Contractors (including the fees and expenses referred to in clause 5.2) are not paid to the Contractors or to the Council by the payment date specified in clause 11.1 the Contractors shall be entitled to additional interest on such outstanding sums from the payment date until the date payment is received by the Contractors or the Council both dates inclusive and at a rate which the Arbitrator shall in his absolute discretion determine in his award.

## 9 Currency correction

In considering what sums of money have been expended by the Contractors in rendering the services and/or in fixing the amount of the award and/or appeal award the Arbitrator or Appeal Arbitrator shall to such an extent and insofar 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 or appeal award is made.

## 10 Appeals and Cross Appeals

- 10.1 Any party may appeal from an award by giving written Notice of Appeal to the Council provided such notice is received by the Council no later than 21 days after the date on which the award was published by the Council.
- 10.2 On receipt of a Notice of Appeal the Council shall refer the appeal to the hearing and determination of an appeal arbitrator of its choice ("the Appeal Arbitrator").
- 10.3 Any party who has not already given Notice of Appeal under clause 10.1 may give a Notice of Cross Appeal to the Council within 21 days of that party having been notified that the Council has received Notice of Appeal from another party.
- 10.4 Notice of Appeal or Cross Appeal shall be given to the Council by letter telex facsimile or in any other permanent form. Such notification if sent by post shall be deemed received on the working day following the day of posting.
- 10.5 If any Notice of Appeal or Notice of Cross Appeal is withdrawn prior to the hearing of the appeal arbitration, that appeal arbitration shall nevertheless proceed for the purpose of determining any matters which remain outstanding.
- 10.6 The Appeal Arbitrator shall conduct the appeal arbitration in accordance with Lloyd's Procedural Rules so far as applicable to an appeal.

金額，自服務終止日以迄本委員會將該裁定予以發佈之日期為止，以仲裁人所決定之利率，計收利息。

- 8.2 於一般情況下，締約救助人可得主張之利息應限以單利計算，然因所有權人之重大不當行為或其他異常狀況所致超額期間而使締約救助人被剝奪其救助報酬或特別補償金者，仲裁人得基於其法定權利，為複利計算之裁定。
- 8.3 如裁定給締約救助人或本委員會之任何款項(包括第 5.2 條所述及之酬金及費用)，未於依第 11.1 條所指定之付款日期支付者，締約救助人有權對尚未結清之款項，自應支付日起算，以迄締約救助人或本委員會收到該款項為止，首尾日均計入，以仲裁人依其絕對裁量所決定之利率，計收額外利息。

## 9. 幣值調整

於考量締約救助人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。

## 10. 上訴及交互上訴

- 10.1 任何當事人欲上訴者，書面上訴通知應於收到委員會發布該裁定之日起之 21 天內提送給本委員會。
- 10.2 於接獲上訴通知時，委員會應將該上訴送交審理，並決定其所選擇之上訴仲裁人人選(稱「上訴仲裁人」)。
- 10.3 未依第 10.1 條提起上訴通知之任何當事人，得於收到他方當事人之上訴通知後 21 日內，提交交互上訴通知給本委員會。
- 10.4 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。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。
- 10.5 如任何上訴或交互上訴於上訴仲裁開庭前被撤回，為決定未結事項之目的，上訴仲裁仍應繼續進行。
- 10.6 上訴仲裁人應依照勞依茲程序規則中有關上訴適用之部分，為上訴仲裁之進行。

- 10.7 In addition to the powers conferred on the Arbitrator by English law and the Agreement, the Appeal Arbitrator shall have power to:
- i. admit the evidence or information which was before the Arbitrator together with the Arbitrator's Notes and Reasons for his award, any transcript of evidence and such additional evidence or information as he may think fit;
  - ii. confirm increase or reduce the sum(s) awarded by the Arbitrator and to make such order as to the payment of interest on such sum(s) as he may think fit;
  - iii. confirm revoke or vary any order and/or declaratory award made by the Arbitrator;
  - iv. award interest on any fees and expenses charged under clause 10.8 from the expiration of 28 days after the date of publication by the Council of the Appeal Arbitrator's award until the date payment is received by the Council both dates inclusive.
- 10.8 The Appeal Arbitrator and the Council may charge reasonable fees and expenses for their services in connection with the appeal arbitration whether it proceeds to a hearing or not and all such fees and expenses shall be treated as part of the costs of the appeal arbitration.
- 10.9 The Appeal Arbitrator's award shall be published by the Council in London.
- 10.7 上訴仲裁人除具有依英國法或本協議所賦予之仲裁人之權限外，尚有權為：
- i. 承認先前提交給仲裁人之證據或資料，及仲裁人為其裁定之註釋及理由，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。
  - iv. 裁定依第 10.8 條所計收任何支出及費用，自委員會發布上訴裁定日滿 28 日起，至委員會收到該款項之日止之利息，首尾日計入。
- 10.8 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。
- 10.9 上訴仲裁人之裁定應由本委員會於倫敦予以出版。

## 11 Provisions as to Payment

- 11.1 When publishing the award the Council shall call upon the party or parties concerned to pay all sums due from them which are quantified in the award (including the fees and expenses referred to in clause 5.2) not later than 28 days after the date of publication of the award ("the payment date")
- 11.2 If the sums referred to in clause 11.1 (or any part thereof) are not paid within 56 days after the date of publication of the award (or such longer period as the Contractors may allow) and provided the Council has not received Notice of Appeal or Notice of Cross Appeal the Council shall realise or enforce the security given to the Council under clause 4.5 by or on behalf of the defaulting party or parties subject to the Contractors providing the Council with any indemnity the Council may require in respect of the costs the Council may incur in that regard.
- 11.3 In the event of an appeal and upon publication by the Council of the appeal award the Council shall call upon the party or parties concerned to pay the sum(s) awarded. In the event of non-payment and subject to the Contractors providing the Council with any costs indemnity required as referred to in clause 11.2 the Council shall realise or enforce the security given to the Council under clause 4.5 by or on behalf of the defaulting party.
- 11.4 If any sum(s) shall become payable to the Contractors in respect of salvage remuneration or special compensation (including interest and/or costs) as the result of an agreement made between the Contractors and the Owners or any of them, the Council shall, if called upon to do so and subject to the Contractors providing to the Council any costs indemnity required as referred to in clause 11.2 realise or enforce the security given to the Council under clause 4.5 by or on behalf of that party.
- 11.5 Where (i) no security has been provided to the Council in
- 11.1 本委員會發佈裁定書時，應要求相關當事人或數當事人於裁定發佈日起 28 日內(以下稱「支付日」)支付裁定書中要求其支付之所有款項。
- 11.2 第 11.1 條所述及之款項(或其任何部分)未於裁定發佈日起 56 日(或締約救助同意的更長期限內)支付，且本委員會未收到所提交之上訴通知或交互上訴通知者，於締約救助提供本委員會相關所需成本補償之前提下，本委員會得實現或強制執行由該違約當事人依第 4.5 條提交給本委員會之擔保。
- 11.3 於上訴及本委員會已發佈上訴裁定之情況，本委員會應要求相關當事人或數當事人支付所裁定之金額。如未支付，且締約救助提供本委員會第 11.2 條所需成本補償之前提下，本委員會得實現或強制執行由該違約當事人依第 4.5 條提交給本委員會之擔保。
- 11.4 因締約救助及所有權人間之任何協議所生任何應支付給締約救助有關救助報酬或特別補償金(包括利息及或費用)之款項，一經請求且締約救助提供本委員會第 11.2 條所需成本補償之前提下，本委員會得實現或強制執行由該違約當事人依第 4.5 條提交給本委員會之擔保。
- 11.5 因當事人間以協議方式解決所有

## 11. 支付條款

accordance with clause 4.5 or (ii) no award is made by the Arbitrator or the Appeal Arbitrator (as the case may be) because the parties have been able to settle all matters in issue between them by agreement the Contractors shall be responsible for payment of the fees and expenses referred to in clause 5.2 and (if applicable) clause 10.8. Payment of such fees and expenses shall be made to the Council within 28 days of the Contractors or their representatives receiving the Council's invoice failing which the Council shall be entitled to interest on any sum outstanding at UK Base Rate prevailing on the date of the invoice plus 2% per annum until payment is received by the Council.

- 11.6 If an award or appeal award directs the Contractors to pay any sum to any other party or parties including the whole or any part of the costs of the arbitration and/or appeal arbitration the Council may deduct from sums received by the Council on behalf of the Contractors the amount(s) so payable by the Contractors unless the Contractors provide the Council with satisfactory security to meet their liability.
- 11.7 Save as aforesaid all sums received by the Council pursuant to this clause shall be paid by the Council to the Contractors or their representatives whose receipt shall be a good discharge to it.
- 11.8 Without prejudice to the provisions of clause 4.5 the liability of the Council shall be limited to the amount of security provided to it.

## General Provisions

**12 Lloyd's documents:** 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.

## 13 Contractors personnel and subcontractors.

- 13.1 The Contractors may claim salvage on behalf of their employees and any other servants or agents who participate in the services and shall upon request provide the owners with a reasonably satisfactory indemnity against all claims by or liabilities to such employees servants or agents.
- 13.2 The Contractors may engage the services of subcontractors for the purpose of fulfilling their obligations under clauses A and B of the Agreement but the Contractors shall nevertheless remain liable to the Owners for the due performance of those obligations.
- 13.3 In the event that subcontractors are engaged as aforesaid the Contractors may claim salvage on behalf of the subcontractors including their employees servants or agents and shall, if called upon so to do provide the Owners with a reasonably satisfactory indemnity against all claims by or liabilities to such subcontractors their employees servants or agents.

事項之爭議，因而(i)未依第 4.5 條提供擔保給本委員會，或(ii)仲裁人或上訴仲裁人未為裁定者，締約救助人應負責第 5.2 條及第 10.8 條(如有)所述酬金及費用之支付。該應支付給本委員會酬金及費用之支付，應於締約救助人或其代表收到本委員會計費發票之日起 28 日內支付之。未支付者，本委員會有權就未結清款項，自發票日起算，至本委員會收到該款項止，以英國基本年利率加 2% 計收利息。

- 11.6 如某裁定或上訴裁定要求締約救助人支付任何款項給任何其他人士或數人，包括仲裁及或上訴仲裁費用之全部或一部，除締約救助人就該費用之支付提出足額擔保外，本委員會得自本委員會代表締約救助人所收取之款項中予以扣除。
- 11.7 除前述規定外，本委員會依本條款所收到應支付給本委員會之所有款項，對締約救助人或其代表而言，該收取應視為已經解除支付之義務。
- 11.8 不損及第 4.5 條規定之情況下，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。

## 一般條款

**12. 勞依茲文件：**勞依茲主席或本委員會所授權之任何人所簽署之任何裁定、通知、授權書、命令或其他文件應視為由本委員會所適當製作並提出，且於任何方面，均具有由本委員會任一委員所簽署之同等效力。

## 13. 契約救助人個人及次契約人

- 13.1 締約救助人得代表其受雇人及任何參與服務之其他雇員或代理人請求救助報酬，並一經請求，應針對該受雇人、雇員或代理人之責任所提出之所有求償，提供所有權人合理且滿意之補償。
- 13.2 為充分履行本協議第 A 及 B 條所訂義務之目的，締約救助人得約僱次契約人參與服務，然締約契約人對於其義務之適當履行與否，仍應對所有權人負責。
- 13.3 於次契約人被約僱時，締約救助人得代表該次契約人，包括其受雇人、雇員或代理人請求救助報酬，並一經請求，應針對該次契約人、其受雇人、雇員或代理人之責任所提出之所有求償，提供所有權人合理且滿意之補償。

#### **14 Disputes under Scopic Clause.**

Any dispute arising out of the Scopic Clause (including as to its incorporation or invocation) or the operations thereunder shall be referred for determination to the Arbitrator appointed under clause 5 hereof whose award shall be final and binding subject to appeal as provided in clause 10 hereof.

#### **15 Lloyd's Publications.**

Any guidance published by or on behalf of the Council relating to matters such as the Convention the workings and implementation of the Agreement is for information only and forms no part of the Agreement.

#### **14. SCOPIC 條款等之爭議**

SCOPIC 條款或該條款之運作所生之任何爭議(包括有關其併入或主張)應由本協議第 5 條所指派之仲裁人決定之，且於適用本協議第 10 條有關上訴規定之情況下，該仲裁人之裁定應具最終拘束力。

#### **15. 勞依茲出版品**

本委員會或代表本委員會所出版有關例如公約、本契約之工作及實施等事項之指南，僅供參考，且其格式不得作為本契約之一部份。