

勞依茲標準救助契約保證書格式

Guarantee to The Council of Lloyd'S and to The Contractors

IN CONNECTION WITH A

Salvage Agreement on Lloyd'S Form.

LLOYD'S GUARANTEE

1.2.24
3.10.26
12.4.50
23.2.72
5.9.90
1.1.95
1.9.2000

For A Single Guarantor.

使用於單一保證人

Guarantee To The Council Of Lloyd'S And To The Contractors

致勞依茲委員會及締約救助人之保證書

In Connection With A

有關

Salvage Agreement On Lloyd'S Form

勞依茲救助契約格式

1. NAME OF VESSEL 船名	
2. DATE OF SALVAGE AGREEMENT 救助契約日期	(the "Agreement") (稱「本契約」)
3. REMUNERATION TO WHICH THIS GUARANTEE RELATES 與本保證書有關之報酬	Salvage*/Special Compensation Under Convention Article 14* 救助/公約第14條特別補償金 *delete as applicable 視適用情況予以刪除
4. TOTAL LIABILITY NOT TO EXCEED 總責任不超過	

PROPERTY TO WHICH THIS GUARANTEE RELATES ("THE PROPERTY"):

與本保證書有關之財產(稱「財產」)

Continue overleaf if necessary
不夠填寫者，翻頁繼續

In consideration of the Contractors retraining from arresting the property or taking any other action to secure their claim under the Agreement against the property WE, the undersigned guarantors

於締約救助入同意不假扣押財產或為保全其依本契約之求償權利可得對財產行使之任何其他訴訟作為之考量下，本人謹此簽署並保證如下：

NAME AND ADDRESSES OF GUARANTOR 保證人之姓名及地址	
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hereby guarantee the due payment of all sums payable by the owners of the property ("the owners") to the Council of Lloyd's ("the Council") and/or the Contractors in accordance with any arbitration award or appeal award made pursuant to the Agreement, any settlement agreement made between the owners and the Contractors relating to the claim or which may otherwise be due from the owners under the Agreement.

Provided always that our total liability hereunder inclusive of any liability for costs expenses and interest shall in no event exceed in aggregate the amount stated in box 4 above.

Subject as aforesaid we also agree that:

- (1) we shall pay on demand all sums so payable as if we were the principal debtor and a letter of demand signed by any person authorised by the Council specifying the sums to be paid shall be conclusive evidence of the sums so payable by the owners;
- (2) payment will be effected in the currency or currencies in which the owners obligations ought to have been or ought to be discharged;
- (3) this guarantee shall not be affected by any time or other indulgence given to the owners;
- (4) in the event that the total of the sums payable by the owners as aforesaid exceeds the limit stated in box 4 any sum paid by us hereunder shall first be appropriated to discharge the owners liabilities to the Council in respect of fees and expenses including any interest due thereon;
- (5) this guarantee may be enforced in the name of The Corporation of Lloyd's or the Contractors or in their joint names;
- (6) this guarantee shall be governed by and construed according to English law and the courts of England shall have exclusive jurisdiction to adjudicate on any and all claims directly or indirectly relating to this guarantee.

謹此保證於財產所有權人(所有權人)依據本契約之任何仲裁裁定或上訴仲裁裁定、或所有權人與締約救助人間有關該請求權利之任何和解協議或依本協議應由所有權人支付之所有應支付給勞依茲委員會(稱「委員會」)及或締約救助入之所有到期款項，會予以支付。

然本人於本保證書下之總責任(不包括訴訟成本、費用及利息之任何責任)不應超過前述第4欄位所載明之金額。

於適用前述規定之情況下，本人另同意：

- (1) 一經請求，本人會支付所有應支付之款項，一如本人為主債務人般，且於委員會授權之人所簽署，其上載明應支付之金額之請求信函，應作為所有權人應支付所有款項之絕對證據；
- (2) 款項支付應以所有權人應已或應被計收之貨幣或數貨幣支付之；
- (3) 本保證書不受任何時效或賦予所有權人任何期間利益之影響；
- (4) 如本人所應支付之所有權人應支付之總額超過第4欄位所載限額，本人依本保證書所支付之款項應先解除所有權人應先支付給委員會酬金及費用包括其利息之責任。
- (5) 本保證書得以勞依茲公司或締約救助入之名或聯名強制實行之。
- (6) 有關本保證書直接或間接有關之任何或所有請求之裁判，應受英國法拘束並為解釋，且英國法院具專屬管轄權。

The day of 20 ____

於 20 ____ 日簽署