

勞依茲海難救助契約標準格式 — 1980 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

台灣 黃裕凱博士編譯

海難救助—
1980 年勞依茲救助契約

On board the _____
Dated 19 _____

訂於 _____ 船上
19 _____ 年 _____ 月 _____ 日

IT IS HEREBY AGREED between Captain _____ for and on behalf of the Owners of the " _____ " her cargo freight bunkers and stores and _____ for and on behalf of _____ (hereinafter called "the Contractor"):-

本船長 _____ 代表 _____ 輪之船舶所有人、貨物、運費、燃油及物料與 _____ 代表 _____ (以下稱為“締約救助”) 謹協議如下:

1.
 - (a) The Contractor agrees to use his best endeavours to save the and/or her cargo bunkers and stores and take them to or other place to be hereafter agreed or if no place is named or agreed to a place of safety. The Contractor further agrees to use his best endeavours to prevent the escape of oil from the vessel while performing the services of salving the subject vessel and/or her cargo bunkers and stores. The services shall be rendered and acceded as salvage services upon the principle of "no cure-no pay" except that where the property being salvaged is the tanker laden or partly laden with a cargo of oil and without negligence on the part of the Contractor and/or his Servants and/or Agents (1) the services are not successful or (2) are only partially successful or (3) the Contractor is prevented from completing the services the Contractor shall nevertheless be awarded solely against the Owners of such tanker his reasonably incurred expenses and an increment not exceeding 15 per cent of such expenses but only if and to the extent that such expenses together with the increment are greater than any amount otherwise recoverable under this Agreement. Within the meaning of the said exception to the principle of "no cure-no pay" expenses shall in addition to actual out of pocket

1.
 - (a) 締約救助應盡其最大努力救助 _____ 輪及/或其貨物、運費、燃油及物料，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，則是為安全處所之地點。締約救助並同意於救助本契約船舶及或其上貨載、物料時，會盡其最大努力防止油料外洩。應本“不成功-無報酬”之救助服務原則提供並接受本服務，然被救助之財產為載油油輪或部分載運貨油，且締約救助及其受雇人及/或代理人對下列事項無過失之情況下：(1) 救助服務並未成功，或 (2) 僅部分成功，或 (3) 締約救助受陰無法完成救助服務，則就締約救助無論如果均可單向該油輪之有人請求其合理發生之費用及不超過該費用百分之十五之增額，惟該費用及增額僅限於高於可依本求回復之數上之數額。於前述「不成功 無報酬」原則之例外規定中，應另外加上締約救助於救助工

expenses include a fair rate for all tugs craft personnel and other equipment used by the Contractor in the services and oil shall mean crude oil fuel oil heavy diesel oil and lubricating oil

- (b) The Contractor remuneration shall be fixed by arbitration in London in the manner herein prescribed and any other difference arising out of this Agreement or the operations thereunder shall be referred to arbitration in the same way. In the event of the services referred to in the Agreement or any part of such service having been already rendered at the date of the Agreement by the Contractor to the said vessel and/or her cargo bunkers and stores the provisions of this Agreement shall apply to such services
- (c) It is hereby further agreed that the security to be provided to the Committee at Lloyd's the Salved Values the Award and/or Interim Award and/or Award on Appeals the Arbitrator and/or Arbitrators on Appeal shall be in _____ currency. If this Clause is not completed then the security to be provided and the Salved Values the Award and/or Interim Award and/or Award on Appeal of the Arbitrator and/or Arbitrator(s) on Appeal shall be in Pounds Sterling.
- (d) This Agreement shall be governed by and arbitration thereunder shall be in accordance with English law.

2. 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 in Clause 1 of this Agreement or such other place as may be agreed or if applicable the place of safety to which the salved property is taken. The Owners shall promptly accept redelivery of the salved property at such place. The Contractor may make reasonable use of the vessels machinery gear equipment anchors chains stores and other appurtenances during and for the purpose of the operations free of expense but shall not unnecessarily damage abandon or sacrifice the same or any property the subject of this Agreement.

3. The Master or other person signing this Agreement on behalf of the property to be salved is not authorised to make or give and the Contractor shall not demand or take any payment draft or order as inducement to or remuneration for entering into this Agreement.

PROVISIONS AS TO SECURITY

作之實支費用，包括其所使用之所有拖船、艇具、人員及其他機具之合理費率。而油應指原油、烯油、重柴油及潤滑油。

- (b) 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。於本契約簽訂日期之前，締約救助人已對前述船舶及其貨物、運費、燃油、物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總價時，本契約規定仍應適用之。
- (c) 僅此另再同意擔保金應提供給勞依茲稜員會，獲救價值、仲裁人及或上訴仲裁人所決定之裁定額、及/或任何中間裁定額、及/或上訴仲裁之任何裁定額均應以_____貨幣表示之。好好吃本項未訂明，則是應提供之擔保金，獲救價值、仲裁人及或上訴仲裁人所決定之裁定額、及/或任何中間裁定額、及或上訴仲裁之任何裁定額應以英鎊表示之。
- (d) 本契約及下列所規定之仲裁應受英國法規範。

2. 所有權人、其受雇人及代理人對於及對有關之救助，包括為進入本契約第1條所列名地點或或其他經協議或應適用之安全地點，應與締約救助人充份合作。所有人於該地點應立即受領獲救財產。締約救助人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、錨鏈、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。

3. 代表被獲救財產簽署契約之船長或其他人無權提出或給與，且締約救助人不應要求或接受任何付款、票據或票券，以促成本契約之簽訂或作為本契約之報酬。

擔保條款

4. The Contractor shall immediately after the termination of the services or sooner in appropriate cases notify the Committee of Lloyd's and where practicable the Owners of the amount for which he requires security (inclusive of costs expenses and interest). Unless otherwise agreed by the parties such security shall be given to the Committee of Lloyd's and security so given shall be in a form approved by the Committee and shall be given by persons firms or corporations resident in the United Kingdom either satisfactory to the Committee of Lloyd's or agreed by the Contractor. The Committee of Lloyd's shall not be responsible for the sufficiency (whether in amount or otherwise) of any security which shall be given nor for the default or insolvency of any person firm or corporation giving the same.

5. Pending the completion of the security as aforesaid the Contractor shall have a maritime lien on the property salvaged for his remuneration. Where the aforementioned exception to the principle of "no cure - no pay" becomes likely to be applicable the Owners of the vessel shall on demand of the Contractor provide security for the Contractor's remuneration under the aforementioned exception in accordance with Clause 4 hereof. The salvaged property shall not without the consent in writing of the Contractor be removed from the place (within the terms of Clause 1) to which the property is taken by the Contractor on the completion of the salvage services until security has been given as aforesaid. The Owners of the vessel their Servants and Agents shall use their best endeavours to ensure that the Cargo Owners provide security in accordance with the provisions of Clause 4 of this Agreement before the cargo is released. The Contractor agrees not to arrest or detain the property salvaged unless (a) the security be not given 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 (the Committee of Lloyd's not being responsible for the failure of the parties concerned to provide the required security within the said 14 days) or (b) the Contractor has reason to believe that the removal of the property is contemplated contrary to the above agreement. In the event of security not being provided or in the event of (1) any attempt being made to remove the property salvaged contrary to this agreement or (2) the Contractor having reasonable grounds to suppose that such an attempt will be made the Contractor may take steps to enforce his aforesaid lien. The Arbitrator appointed under Clause 6 or the person(s) appointed under Clause 13 hereof shall have power in their absolute discretion to include in the amount awarded to the Contractor the whole or such part of the expense incurred by the Contractor in enforcing or protecting by insurance or otherwise or in taking reasonable steps to enforce or protect his lien as they shall think fit.

PROVISIONS AS TO ARBITRATION

- 6.
- (a) Where security within the provisions of this Agreement is given to the Committee of Lloyd's in whole or in part the said Committee shall appoint an Arbitrator in respect of the interests covered by such security

4. 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。除另有協議外，該擔保應提供給勞依茲委員會，以委員會所同意之格式及由委員會或締約救助人可設籍於英國而為委員會所接受之人、商號或公司提供之。該任何人、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。

5. 於擔保依前柱塞成提供前之期間，締約救助人就其報酬，對於獲救之財產享有海事優先權。如可能適脾前述「不成功 無效果」例外規定時，船舶所有人應依據締約救助人之要求，依本契約第 4 條之例外規定針對締約救助人報酬為擔保之提供。於依前述規定提供擔保前，未經締約救助人之書面同意，獲救之財產不應從締約求助人送達之地點移往其他地點（依第 1 條）。船舶所有人、其受雇人及代理人應盡最大努力，使貨物所有人於貨物放行前能依據本契約第 4 條規定提供擔保。締約救助不得假損耗押或留置獲救財產，除非（a）擔保未於服務終止日後 14 天內（不包括周六、周日或其他勞依茲其他例假日）擔出（勞依茲委員會對有關當事人於前述 14 天內未提供所要求擔保者，不負責任），或（b）締約救助人有理由相信，移動財產勢將違反本契約規定。於未提供擔保或於下列情況下：（1）企圖移動獲救財產因而違反本契約或（2）締約求助人合理理由認為該移動財產之企圖，即可採取執行優先權之手段。第 6 條所指定之仲裁人或第 13 條所指定之上訴仲裁人具絕對之裁量權力，對締約救助人為行使其優先權或經由保險或其他方式或採取強制實行及或防護之全部或一部，內含在締約救助人之報酬金額之內。

仲裁條款

- 6.
- (a) 如本契約所規定之擔保已經全部或一部提供給勞依茲委員會，該委員會即應就該擔保所涵蓋之利益為仲裁人之指派。

(b) Whether security has been given or not the Committee of Lloyd's shall appoint an Arbitrator upon receipt of a written or telex or telegraphic notice of a claim for arbitration from any of the parties entitled or authorized to make such a claim

7. Where an Arbitrator has been appointed by the Committee of Lloyd's and the parties do not wish to proceed to arbitration the parties shall jointly notify the said Committee in writing or by telex or by telegram and the said Committee may thereupon terminate the appointment of such Arbitrator as they may have appointed in accordance with Clause 6 of this Agreement.

8. Any of the following parties may make a claim for arbitration viz.: - (1) The Owners of the ship. (2) The Owners of the cargo or any part thereof. (3) The Owners of any freight separately at risk or any part thereof. (4) The Contractor. (5) The Owners of the bunkers and/or stores. (6) Any other person who is a party to this Agreement.

9. If the parties to any such Arbitration or any of them desire to be heard or to adduce evidence at the Arbitration they shall give notice to that effect to the Committee of Lloyd's and shall respectively nominate a person in the United Kingdom to represent them for all the purposes of the Arbitration and failing such notice and nomination being given the Arbitrator or Arbitrates on Appeal may proceed as if the parties failing to give the same had renounced their right to be heard or adduce evidence.

10. The remuneration for the services within the meaning of this Agreement shall be fixed by an Arbitrator to be appointed by the Committee of Lloyd's and he shall have power to make an Interim Award ordering such payment on account as may seem fair and just and on such terms as may be fair and just.

CONDUCT OF THE ARBITRATION

11. The Arbitrator shall have power to obtain call for receive and act upon any such oral or documentary evidence or information (whether the same be strictly admissible as evidence or not) as he may think fit and to conduct the Arbitration in such manner in all respects as he may think fit and shall if in his opinion the amount of the security demanded is excessive have power in his absolute discretion to condemn the Contractor in the whole or part of the expense of providing such security and to deduct the amount in which the Contractor is so condemned from the salvage remuneration. Unless the Arbitrator shall otherwise direct the parties shall be at liberty to adduce expert evidence at the Arbitration. Any Award of the Arbitrator shall (subject to appeal as provided in this Agreement) be final and binding on all the parties concerned. The Arbitrator and the Committee of Lloyd's

(b) 無論擔保是否已經提供，勞依茲委員會接獲有權或經授權提出求償之任何當事人申請仲裁之書信、電報、電傳通知後，即應指派一仲裁人。

7. 勞依茲委員會已為仲裁人之指定，而當事人卻無意續行仲裁者，所有當事人應共同以書面，或以電傳或電報方式通知該委員會，該委員會得因此終止依本契約第6條仲裁人之指派。

8. 下列任一當事人均可請由交付仲裁：(1) 船舶所有人 (2) 貨物或其任何部分之所有人 (3) 個別承擔風險之運其任何部分之所有人 (4) 締約救助人 (5) 烯油及或物料之所有人 (6) 身為本協議當事人之一之任何其他人士。

9. 任何該仲裁之當事人或其中一方希望於仲裁庭中聽審或擔出證據者，應當通知勞依茲委員會並於各自委任一居住於英國之人於仲裁庭中代表該人，未為是項通知及委任，仲裁人或上訴仲裁人即應以該當事人已放棄聽審或提出證據之權利進行其程序。

10. 本契約之義之服務報酬應由勞依茲委員會所指派之仲裁決定之，且該仲裁人有權做出中間裁決，以公平合理條件為公平合理之預付款項。

仲裁作為

11. 仲裁人有權取得、索取、收受並採用其認為適當之口頭或書面之證據或資料（不論該證據或資料可否嚴格地被認為證據），並以，其認為適當之方式，對任何事項為仲裁進行。且如其意見認為要求提供之擔保金額過於龐大時，在權決定將白日做夢該擔保之全部或一部之費用，要求締約救助人負擔並自救助報酬中予以扣減。除仲裁人另有特別指示，當事人得於仲裁中自由提供專家證據。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。無論仲裁審理與否，仲裁人及勞依

may charge reasonable fees and expenses for their services in connection with the 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 Arbitration. Save as aforesaid the statutory provisions as to Arbitration for the time being in force in England shall apply.

12. Interest at a rate per annum to be fixed by the Arbitrator 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 of the Award and/or Interim Award by the Committee of Lloyd's until the date payment is received by the Committee of Lloyd's both dates inclusive shall (subject to appeal as provided in this Agreement) be payable upon any sum awarded after deduction of any sums paid on account.

PROVISIONS AS TO APPEAL

13. Any of the persons named under Clause 8 may appeal from the Award but not without leave of the Arbitrator(s) on Appeal from an Interim Award made pursuant to the provisions of Clause 10 hereof by giving written or telegraphic or telex Notice of Appeal to the Committee of Lloyd's within 14 days (exclusive of Saturdays and Sundays or other days observed as general holidays at Lloyd's) after the date of the publication by the Committee of Lloyd's of the Award and may (without prejudice to their right of appeal under the first part of this Clause) within 14 days (exclusive of Saturdays and Sundays or other days observed as general holidays at Lloyd's) after receipt by them from the Committee of Lloyd's of notice of such appeal (such notice if sent by post to be deemed to be received on the day following that on which the said notice was posted) give written or telegraphic or telex Notice of Cross-Appeal to the Committee of Lloyd's. As soon as practicable after receipt of such notice or notices the Committee of Lloyd's shall refer the Appeal to the hearing and determination of a person or persons selected by it. In the event of an Appellant or Cross-Appellant withdrawing his Notice of Appeal or Cross-Appeal the hearing shall nevertheless proceed in respect of such Notice of Appeal or Cross-Appeal as may remain. Any Award on Appeal shall be final and binding on all the parties concerned whether such parties were represented or not at either the Arbitration or at the Arbitration on Appeal.

CONDUCT OF THE APPEAL

14. No evidence other than the documents put in on the Arbitration and the Arbitrator's notes of the proceedings and oral evidence if any at the Arbitration and the Arbitrator's Reasons for his Award and Interim Award if any and the transcript if any of any evidence given at the Arbitration shall be used on the Appeal unless the Arbitrator on the Appeal shall in his or their discretion call for or allow other evidence. The Arbitrator(s) on Appeal may conduct the Arbitration on Appeal in such manner in all respects as he or they may think fit and may act upon any such evidence or information (whether the same be strictly admissible

茲委員會就其服務，得要求合理之酬金及費用，且該所有的酬金及費用應視為仲裁成本之一部分。除前述條款外，應適用英國現行有效之仲裁相關法規。

12. 有關裁定金額扣減預付款後之差額，應自勞依茲委員會發布該裁定及或中間裁定之日起第 21 天（不包括周六及周日或勞依茲其他例假日）屆滿起，至勞依茲委員會收到金額之日止（首尾日計入），依仲裁人所決定之年利率加付利息（應適用本契約所規定之上訴規定）。

上訴條款

13. 第 8 條所列名之任何人，得於勞依茲委員會發布仲裁判斷之日後 14 日內（不包括周六、周日或其他勞依茲例假日），以書面、電報或電傳向勞依茲委員會為上訴之通知，針對仲裁判斷提出上訴，但非經上訴仲裁人允許，不得針對本契約第 10 條規定所做出之中間裁定提起上訴。其另可（於不損及其依所本條前述規定提起上訴之權利）於收到勞依茲委員有關上訴通知（交付郵局寄送之通知，以寄送日之次日視為收到日）後 14 日內（不包括周六、周日或其他勞依茲例假日），以書面、電報或電傳向勞依茲委員會為交互上訴之通知。勞依茲委員於收到交互上訴通知後，應儘速地將該上訴交給委員會所指派之一或多仲裁人審理並做出裁決。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。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

14. 除於仲裁中所提出之文件，及仲裁人於程序進行中紀錄及仲裁中之口頭證詞（如有），仲裁人於其仲裁判斷及中間裁定（如有）之理由，及仲裁中所提交之任何證據之副本（如有）外，其他證據抱歉不得使用於上訴仲裁中，除非上訴仲裁人以其意見要求或準許該其他證據。上訴仲裁人在任何方面得以其認為適當之方式為上訴仲裁之進行。其可接受其認為適當之任何

as evidence or not) as he or they may think fit and may maintain increase or reduce the sum awarded by the Arbitrator with the like power as is conferred by Clause 11 on the Arbitrator to condemn the Contractor in the whole or part of the expense of providing security and to deduct the amount disallowed from the salvage remuneration. And he or they shall also make such order as he or they shall think fit as to the payment of interest on the sum awarded to the Contractor.

The Arbitrator(s) on the Appeal may direct in what manner the costs of the Arbitration and of the Arbitration on Appeal shall be borne and paid and he or they and the Committee of Lloyd's may charge reasonable fees and expenses for their services in connection with the Arbitration on Appeal whether it proceeds to a hearing or not and all such fees and expenses shall be treated as part of the costs of the Arbitration on Appeal. Save as aforesaid the statutory provisions as to Arbitration for the time being in force in England shall apply.

PROVISIONS AS TO PAYMENT

1.
 - (a) In case of Arbitration if no Notice of Appeal be received by the Committee of Lloyd's within 14 days (exclusive of Saturdays and Sundays or other days observed as general holidays at Lloyd's) after the date of the publication by the Committee of the Award and/or Interim Award the Committee shall call upon the party or parties concerned to pay the amount awarded and in the event of non-payment shall 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 as hereinbefore provided but the Contractor shall reimburse the parties concerned to such extent as the final Award is less than the Interim Award.
 - (b) If Notice of Appeal be received by the Committee of Lloyd's in accordance with the provisions of Clause 13 hereof it shall as soon as but not until 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 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 in such manner as shall comply with the provisions of the Award on Appeal.
 - (c) If the Award and/or Interim Award and/or Award on Appeal provides or provide that the costs of the Arbitration and/or of the Arbitration on Appeal or any part of such costs shall be borne by the Contractor such costs may be deducted from the amount awarded before payment is made to the Contractor by the Committee of Lloyd's unless satisfactory security is provided by the Contractor for the payment of such costs.

證據或資料（不論該證據或資料可否嚴格地被認定為證據），且可維持或增減仲裁人所裁定之金額，並具有第 11 條所賦予仲裁人之同樣權力，將所提供擔保額之全部或一部費用，命締約救助人承擔，並從救助報酬中予以扣減。上訴仲裁人亦得針對應支付給締約救助裁定金額之利息，為其認為適當之裁定。

上訴仲裁人亦可裁定仲裁及上訴仲裁之費用負擔及支付之方式，且無論上訴仲裁是否開庭審理，上訴仲裁人及勞依茲委員就其上訴服務，得要求合理之酬金及費用，且該所有費用應視為仲裁成本之一部分。除前述條款外，應適用英國兩千有效之仲裁相關法規。

支付條款

1.
 - (a) 於仲裁情況下，如勞依茲委員會未於其公布裁定或中間裁定之日後 14 天內（不包括周六及周日或其他勞依茲例假日）收到上訴通知者，即可要求一方或多方之支付裁定之數額。如未支付，則是依締約救助人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製實行言 擔保並將裁定之數額及其利息（如有）支付給締約救助人（其收取得適當免除其責任者）。締約救助人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) 如勞依茲委員會接獲依第 13 條規定之上訴通知，於上訴仲裁裁定發布後應儘速要求或數當事人支付裁定之數額，如未支付，則是依締約救助人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製實行該擔保並將裁定之數額及其利息（如有）支付給締約救助人（其收取得適當免除其責任者）。
 - (c) 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分應由締約救助人負擔時，除非締約救助人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人前，從裁定或協議之數額中扣除。

- (d) 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 parties interested in the property salvaged or any of them the Committee of Lloyd's in the event of non-payment shall realize or enforce the security and pay therefrom to the Contractor (whose receipt shall be a good discharge to it) the amount agreed upon between the parties.
- (e) Without prejudice to the provisions of Clause 4 hereof the liability of the Committee of Lloyd's shall be limited in any event to the amount of security held by it.

GENERAL PROVISIONS

16. Notwithstanding anything hereinbefore contained should the operations be only partially successful without any negligence or want of ordinary skill and care on the part of the Contractor his Servants or Agents and any portion of the vessel her appurtenances bunkers stores and cargo be salvaged by the Contractor he shall be entitled to reasonable remuneration and such reasonable remuneration shall be axed in case of difference by Arbitration in manner hereinbefore prescribed.

17. 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 freight bunkers and stores and the respective owners thereof and binds each (but not the one for the other or himself personally) to the due performance thereof.

18. 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 and/or Award on Appeal the Arbitrator or Arbitrator(s) on Appeal 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 value of money or rates of exchange which may have occurred between the completion of the services and the date on which the Award and/or Interim Award and/or Award on Appeal is made.

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

- (d) 對締約救助服務之報酬及或利息及或費用，因締約救助及所有權人或其間任何人所作之協議而應支付締約救助任何數額時，如未支付，勞依茲委員會即會實現或強製執行該擔保並將裁定之數額及其利息（如有）支付給締約救助（其收取得適當免除其責任者）。
- (e) 不損及第4條之規定，勞依茲委員會之責任，於任何情況下，應受限於提供給委員會之擔保數額。

一般規定

16. 不論前述規定為何，如締約救助、其受雇人或代理人並無過失或無欠缺通常技術及註意，救助服務僅獲得部分成功，且締約救助救起船舶、船上設備、燃油、物料或者船上貨物之任何部分，締約救助人有權得到合理報酬，如有爭議，該合理報酬應依照前述仲裁方式決定之。

17. 代表被獲救財產議定本契約並簽署本契約之船長期或其他人視為船舶、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（非一人為他人或身身）而適當執行其職責。

18. 於考量締約救助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多錢價值或兌換匯率之任何變動或數變動之影響進行調整。

19. 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製力及效力。

20. The Contractor may claim salvage and enforce any Award or agreement made between the Contractor and the parties interested in the property salvaged against security provided under this Agreement 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 in the services rendered hereunder provided that he first indemnifies and holds harmless the Owners of the property salvaged against all claims by or liabilities incurred to the said persons. Any such indemnity shall be provided in a form satisfactory to such Owners

21. The Contractor shall be entitled to limit any liability to the Owners of the subject vessel and/or her cargo bunkers and stores which he and/or his Servants and/or Agents may incur in and about the services in the manner and to the extent provided by English law and as if the provisions of the Convention on Limitation of Liability for Maritime Claims 1976 were part of the law of England.

For and on behalf of the Contractor

(To be signed either by the Contractor personally or by the Master of the salvaging vessel or other person whose name is inserted in line 3 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.)

台灣 黃裕凱博士編譯

20. 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，依任何裁定或締約救助人與獲救財產利害關係人間之協議所提供之擔保為強制執行，然就獲救財產所有權對於言人等所生之所有求償及責任，締約救助人應先予以補償並使之不受損害。該補償應以救權人滿意之方式提供之。

21. 締約救助人、及/或其受雇人、及或代理人因救助服務而須對被施救之船舶及/或船上貨物、燃油及物料之所有權人負責時，其可依照作為英國法律一部分之 1976 年海事求償責任限制公約所規定之方式及額度主張責任限制。

代表締約救助人

(應由締約人本人或施救船舶之船列名於本契約第三行之其他人簽署之。)

代表獲求財產之所有權人

(應由締約人第一行所列名之船長或其他人簽署之)

海難救助—
1980 年勞依茲救助契約