

ภาคผนวก ก.

Maritime Code of the People's Republic of China

Chapter VII

Contract of Sea Towage

Article 155

A contract of sea towage is a contract whereby the tugowner undertakes to tow an object by sea with a tug from one place to another and the tow party pays the towage.

The provisions of this Chapter shall not be applicable to the towage service rendered to ships within the port area.

Article 156

A contract of sea towage shall be made in writing. Its contents shall mainly include name and address of the tugowner, name and address of the tow party, name and main particulars of the tug and name and main particulars of the object to be towed, horse power of the tug, place of commencement of the towage and the destination, the date of commencement of the towage, towage price and the way of payment thereof, as well as other relevant matters.

Article 157

The tugowner shall, before and at the beginning of the towage, exercise due diligence to make the tug seaworthy and towworthy and to properly man the tug and equip it with gears and tow lines and to provide all other necessary supplies and appliances for the intended voyage.

The tow party shall, before and at the beginning of the towage, make all necessary preparations therefor and shall exercise due diligence to make the object to be towed towworthy and shall give a true account of the object to be towed and provide the certificate of towworthiness and other documents issued by the relevant survey and inspection organizations.

Article 158

If before the commencement of the towage service, due to force majeure or other causes not attributable to the fault of either party, the towage contract could not be performed, either party may cancel the contract and neither shall be liable to the other. In such event, the towage price that had already been paid shall be returned to the tow party by the tugowner, unless otherwise agreed upon in the towage contract.

Article 159

If after the commencement of the towage service, due to force majeure or other causes not attributable to the fault of either party, the towage contract could not be performed, either party may cancel the towage contract and neither shall be liable to the other.

Article 160

Where the object towed could not reach its destination due to force majeure or other causes not attributable to the fault of either party, unless the towage contract provides otherwise, the tugowner may deliver the object towed to the tow party or its agent at a place near the destination or at a safe port or an anchorage chosen by the Master of the tug, and the contract of towage shall be deemed to have been fulfilled.

Article 161

Where the tow party fails to pay the towage price or other reasonable expenses as agreed, the tugowner shall have a lien on the object towed.

Article 162

In the course of the sea towage, if the damage suffered by the tugowner or the tow party was caused by the fault of one of the parties, the party in fault shall be liable for compensation. If the damage was caused by the faults of both parties, both parties shall be liable for compensation in proportion to the extent of their respective faults.

Notwithstanding the provisions of the preceding paragraph, the tugowner shall not be liable if he proves that the damage suffered by the tow party is due to one of the following causes:

(1) Fault of the Master or other crew members of the tug or the pilot or other servants or agents of the tugowner in the navigation and management of the tug:

(2) Fault of the tug in saving or attempting to save life or property at sea.

The provisions of this Article shall only apply if and when there are no provisions or no different provisions in this regard in the sea towage contract.

Article 163

If death of or personal injury to a third party or damage to property thereof has occurred during the sea towage due to the fault of the tugowner or the tow party, the tugowner and the tow party shall be liable jointly and severally to that third party. Except as otherwise provided for in the towage contract, the party that has jointly and severally paid a compensation in an amount exceeding the proportion for which it is liable shall have the right of recourse against the other party.

Article 164

Where a tugowner towing a barge owned or operated by him to transport goods by sea from one port to another, it shall be deemed as an act of carriage of goods by sea.

ภาคผนวก ข.

Maritime Code of the People's Republic of Croatia

Chapter II

Contract for the Employment of Ships

(c) Towing and Pushing

Article 647

Under a contract of towage the ship operator of a tug undertakes to tow or push another ship or object with his own ship to a designated place or for a specified period of time or for the performance of a particular operation, and the ship operator of the towed or pushed ship undertakes to remunerate the towage.

The amount of towage remuneration shall be stipulated by contract.

Article 648

The towage shall be under command of the master of the towed ship, unless otherwise agreed.

Article 649

According to this Law:

(1) The towage commences:

- when at the tow-master's order, the tug is brought in such a position that it may perform the towage, or when at the tow-master's order, the tug receives or delivers the towing line or when it starts pushing the tow or performing any other manoeuvre necessary for the towage, whichever comes first,

(2) The towage ends:

- when the tow-master's final order to release the tow line has been performed or when the pushing or any other manoeuvre necessary for towage has terminated, whichever comes last.

The amount of towage remuneration shall be stipulated by contract.

Article 650

When a tug tows an unmanned waterborne craft, the tug operator shall take the usual measures so as to maintain the seaworthiness of the towed craft in the same condition as when received for towing.

The tug operator shall be responsible for the cargo on the towed craft only if the ship operator has expressly agreed to such an obligation.

The tug operator may undertake to perform the carriage of cargo by towing it with his own ship or with another ship. In case of doubt, it shall be presumed that a contract of towage has been concluded.

A tug operator who, in accordance with the provisions of paragraphs 2 and 3 of this article, is responsible for the cargo shall be liable for damage to the cargo under the provisions of this Law relating to the ship operator's liability for the carriage of goods.

Article 651

The compensation for damages caused by collision of towed or pushed ships or by their collision with third ships shall be governed by the provisions of this Law regulating the compensation due to the collision of ships.

Article 652

If the towed ship is imperiled owing to circumstances for which the tug operator is not liable under the contract of towage and if the tug participates in salvage services, the tug operator shall be entitled to a salvage reward if the salvage is performed successfully.

The tug operator shall not be entitled to a salvage reward if stipulated by contract that any salvage reward is included in the towage remuneration.

If stipulated by contract that towage remuneration shall be due only if the towage is performed successfully, the tug operator shall be nevertheless entitled to the remuneration in the event of unsuccessful towage if he proves that the ship operator of the towed ship was at fault for the unsuccessful towage.

If it has not been stipulated that the towage remuneration be due only in case of successfully performed towage, the tug operator shall not be entitled to the remuneration if the ship operator of the towed ship proves that the ship operator of the tug was at fault for the unsuccessful towage.

Article 653

The provisions of this Law on general average shall also apply to relations involving the tug and the tow.

Article 654

Ships of foreign flag shall not perform a towage commencing and ending in Croatian ports or internal waters and within the territorial waters of the Republic of Croatia (coastwise towing) without the consent of the competent minister.

Article 655

The provisions of article 647, paragraph 2, and articles 650 and 654 of this Law shall also apply to pushing operations.

ภาคผนวก ค.

Vietnam Maritime Code

Chapter X

Towage Services on Sea

Article 159

1. By towage services are meant in particular: towing, pulling away, pushing or assisting vessels and other floating objects on the sea and in the navigable waters connected therewith where vessels are allowed to trade, as well as the standing-by of a tug in the vicinity of a vessel for the purpose of Assisting her by towing when needed.

2. The amount of remuneration due for towage services is determined by agreement between the ship's operator and the hirer, and in the absence thereof the amount of remuneration is determined by custom.

3. The towage contract must be done in writing, unless the towage service is done as the manoeuvre in the harbours.

Article 160

1. A towage team is set up as soon as vessels forming it have been got ready to carry out, on the order of the commander of the towage team, the manoeuvre, and it breaks up as soon as the last manoeuvre has been completed and vessels have sailed away one from another to a safe distance.

2. The commander of the towage team is determined by agreement between the parties to the towage contract, in the absence thereof he is determined by custom.

Article 161

The ship's operator who has undertaken to perform the towage service is bound to provide, at the agreed time and place, a towing vessel fit to perform the contracted services.

Article 162

1. The ship's operator of a vessel whose master is in navigational command of the towage team is liable for damages done to another vessel in the team as well as to persons and properties on board the latter, unless he proves damages have occurred beyond the scope of his responsibility.

2. A vessel which is under the navigational command of the master of another vessel is not relieved of the obligation to exercise care for the safety of the towage team and marine navigation; the ship's operator is liable for damages done by his vessel's fault to the other vessel in the team as well as to persons and properties on board that vessel.

Article 163

Any claim arising from a contract of towage is barred at the expiration of two years from the date of termination of the contract of towage.

ภาคผนวก ง.

Loi n°69-8 du 3 janvier 1969 relative à l'armement et aux ventes maritimes.

Version consolidée au 22 septembre 1969

Section III : Des opérations de remorquage.

Article 26 En savoir plus sur cet article...

Les opérations de remorquage portuaire s'effectuent sous la direction du capitaine du navire remorqué.

Les dommages de tous ordres survenus au cours des opérations de remorquage sont à la charge du navire remorqué, à moins qu'il n'établisse la faute du remorqueur.

Article 27 En savoir plus sur cet article...

Les parties peuvent, par convention expresse et écrite, confier au capitaine du remorqueur la direction des opérations ; en ce cas, les dommages sont à la charge du remorqueur, moins qu'il n'établisse la faute du navire remorqué.

Article 28 En savoir plus sur cet article...

Les opérations de remorquage en haute mer s'effectuent sous la direction du capitaine du remorqueur.

Les dommages de tous ordres survenus au cours des opérations sont à la charge du remorqueur, à moins qu'il n'établisse la faute du navire remorqué.

Article 29 En savoir plus sur cet article...

Les parties peuvent, par convention expresse, confier au capitaine du navire remorqué la direction des opérations ; en ce cas, les dommages sont à la charge du navire remorqué, à moins qu'il n'établisse la faute du remorqueur.

Article 30 En savoir plus sur cet article...

Les actions nées à l'occasion des opérations de remorquage sont prescrites deux ans après l'achèvement de ces opérations.

ภาคผนวก จ.

UK STANDARD CONDITIONS FOR TOWAGE AND OTHER SERVICES
(Revised 1986)

1. (a) The agreement between the Tugowner and the Hirer is and shall at all times be subject to and include each and all of the conditions hereinafter set out.

(b) For the purposes of these conditions

(i) 'towing' is any operation in connection with the holding, pushing, pulling, moving, escorting or guiding of orstanding by the Hirer's vessel, and the expressions 'to tow', 'being towed' and 'towage' shall be defined likewise.

(ii) 'vessel' shall include any vessel, craft or object of whatsoever nature (whether or not coming within the usual meaning of the word 'vessel') which the Tugowner agrees to tow or to which the Tugowner agrees at the request, express or implied, of the Hirer, to render any service of whatsoever nature other than towing.

(iii) 'tender' shall include any vessel, craft or object of whatsoever nature which is not a tug but which is provided by the Tugowner for the performance of any towage or other service.

(iv) The expression 'whilst towing' shall cover the period commencing when the tug or tender is in a position to receive orders direct from the Hirer's vessel to commence holding, pushing, pulling, moving, escorting, guiding or standing by the vessel or to pick up ropes, wires or lines, or when the towing line has been passed to or by the tug or tender, whichever is the sooner, and ending when the final orders from the Hirer's vessel to cease holding, pushing, pulling, moving, escorting, guiding or standing by the vessel or to cast off ropes, wires or lines has been carried out, or the towing line has been finally slipped, whichever is the later, and the tug or tender is safely clear of the vessel.

(v) Any service of whatsoever nature to be performed by the Tugowner other than towing shall be deemed to cover the period commencing when the tug or tender is placed physically at the disposal of the Hirer at the place designated by the

Hirer, or, if such be at a vessel, when the tug or tender is in a position to receive and forthwith carry out orders to come alongside and shall continue until the employment for which the tug or tender has been engaged is ended. If the service is to be ended at or off a vessel the period of service shall

end when the tug or tender is safely clear of the vessel or, if it is to be ended elsewhere, then when any persons or property of whatsoever description have been landed or discharged from the tug or tender and/or the service for which the tug or tender has been required is ended

(vi) The word 'tug' shall include 'tugs', the word 'tender' shall include 'tenders', the word 'vessel' shall include 'vessels', the word 'Tugowner' shall include 'Tugowners', and the word 'Hirer' shall include 'Hirers'.

(vii) The expression 'tugowner' shall include any person or body (other than the Hirer or the owner of the vessel on whose behalf the Hirer contracts as provided in Clause 2 hereof) who is a party to this agreement whether or not he in fact owns any tug or tender, and the expression 'other Tugowner' contained in Clause 5 hereof shall be construed likewise.

2. If at the time of making this agreement or of performing the towage or of rendering any service other than towing at the request, express or implied, of the Hirer, the Hirer is not the Owner of the vessel referred to herein as 'the Hirer's vessel', the Hirer expressly represents that he is authorised to make and does make this agreement for and on behalf of the owner of the said vessel subject to each and all of these conditions and agrees that both the Hirer and the Owner are bound jointly and severally by these conditions.

3. Whilst towing or whilst at the request, express or implied, of the Hirer, rendering any service other than towing, themaster and crew of the tug or tender shall be deemed to be the servants of the Hirer and under the control of the Hirer and/or his servants and/or his agents, and anyone on board the Hirer's vessel who may be employed and/or

paid by the Tugowner shall likewise be deemed to be the servant of the Hirer and the Hirer shall accordingly be vicariously liable for any act or omission by any such person so deemed to be the servant of the Hirer.

4. Whilst towing, or whilst at the request, either expressed or implied, of the Hirer rendering any service of whatsoever nature other than towing—

(a) The Tugowner shall not (except as provided in Clauses 4 (c) and (e) hereof be responsible for or be liable for

(i) damage of any description done by or to the tug or tender; or done by or to the Hirer's vessel or done by or to any cargo or other thing on board or being loaded on board or intended to be loaded on board the Hirer's vessel or the tug or tender or to or by any other object of property; or

(ii) loss of the tug or tender or the Hirer's vessel or of any cargo or other thing on board or being loaded on board or intended to be loaded on board the Hirer's vessel or the tug or tender or any other object or property; or

(iii) any claim by a person not a party to this agreement for loss or damage of any description whatsoever; arising from any cause whatsoever, including (without prejudice to the generality of the foregoing) negligence at any time of the Tugowner his servants or agents, unseaworthiness, unfitness or breakdown of the tug or tender, its machinery, boilers, towing gear, equipment, lines, ropes or wires, lack of fuel, stores, speed or otherwise and

(b) The Hirer shall (except as provided in Clauses 4(c) and (e)) be responsible for, pay for and indemnify the Tugowner against and in respect of any loss or damage and any claims of whatsoever nature or howsoever arising or caused, whether covered by the provisions of Clause 4(a) hereof or not suffered by or made against the Tugowner and which shall include, without prejudice to the generality of the foregoing any loss of or damage to the tug or tender or any property of the Tugowner even if the same arises from or is caused by the negligence of the Tugowner his servants or agents.

(c) The provisions of Clauses 4(a) and 4(b) hereof shall not be applicable in respect of any claims which arise in any of the following circumstances:-

(i) All claims which the Hirer shall prove to have resulted directly and solely from the personal failure of the Tugowner to exercise reasonable care to make the tug or tender seaworthy for navigation at the commencement of the towing or other service. For the purpose of this Clause the Tugowner's personal responsibility for exercising reasonable care shall be construed as relating only to the person or persons having the ultimate control and chief management of the Tugowner's business and to any servant (excluding the officers and crew of any tug or tender) to whom the Tugowner has specifically delegated the particular duty of exercising reasonable care and shall not include any other servant of the Tugowner or any agent or independent contractor employed by the Tugowner.

(ii) All claims which arise when the tug or tender, although towing or rendering some service other than towing, is not in a position of proximity or risk to or from the Hirer's vessel or any other craft attending the Hirer's vessel and is detached from and safely clear of any ropes lines, wire cables or moorings associated with the Hirer's vessel. Provided always that, notwithstanding the foregoing, the provisions of Clauses 4(a) and 4(b) shall be fully applicable in respect of all claims which arise at any time when the tug or tender is at the request, whether express or implied, of the Hirer, his servants or his agents, carrying persons or property of whatsoever description (in addition to the Officers and crew and usual equipment of the tug or tender) and which are wholly or partly caused by or arise out of the presence on board of such persons or property or which arise at anytime when the tug or tender is proceeding to or from the Hirer's vessel in hazardous conditions or circumstances.

(d) Notwithstanding anything hereinbefore contained, the Tugowner shall under no circumstances whatsoever be responsible for or be liable for any loss or damage caused by or contributed to or arising out of any delay or detention of the Hirer's vessel or of the cargo on board or being loaded on board or intended to be loaded on board the Hirer's vessel or of any other object or property or of any person, or

any consequence thereof, whether or not the same shall be caused or arise whilst towing or whilst at the request, either express or implied, of the Hirer rendering any service of whatsoever nature other than towing or at any other time whether before during or after the making of this agreement.

(e) Notwithstanding anything contained in Clauses 4 (a) and (b) hereof the liability of the Tugowner for death or personal injury resulting from negligence is not excluded or restricted thereby.

5. The Tugowner shall at any time be entitled to substitute one or more tugs or tenders for any other tug or tender or tugs or tenders. The Tugowner shall at any time (whether before or after the making of this agreement between him and the Hirer) be entitled to contract with any other Tugowner (hereinafter referred to as 'the other tugowner') to hire the other Tugowner's tug or tender and in any such event it is hereby agreed that the Tugowner is acting (or is deemed to have acted) as the agent for the Hirer, notwithstanding that the Tugowner may in addition, if authorised whether expressly or impliedly by or on behalf of the other Tugowner, act as agent for the other Tugowner at any time and for any purpose including the making of any agreement with the Hirer. In any event should the Tugowner as agent for the Hirer contract with the other Tugowner for any purpose as aforesaid it is hereby agreed that such contract is and shall at all times be subject to the provisions of these conditions so that the other Tugowner is bound by the same and may as a principal sue the Hirer thereon and shall have the full benefit of these conditions in every respect expressed or implied herein.

6. Nothing contained in these conditions shall limit, prejudice or preclude in any way any legal rights which the Tugowner may have against the Hirer including, but not limited to, any rights which the Tugowner or his servants or agents may have to claim salvage remuneration or special compensation for any extraordinary services rendered to vessels or anything aboard vessels by any tug or tender. Furthermore, nothing

contained in these conditions shall limit, prejudice, or preclude in any way any right which the Tugowner may have to limit his liability.

7. The Tugowner will not in any event be responsible or liable for the consequences of war, riots, civil commotions, acts of terrorism or sabotage, strikes, lockouts, disputes, stoppages or labour disturbances (whether he be a party thereto or not) or anything done in contemplation or furtherance thereof or delays of any description howsoever caused or arising, including by the negligence of the Tugowner or his servants or agents.

8. The Hirer of the tug or tender engaged subject to these conditions undertakes not to take or cause to be taken any proceedings against any servant or agent of the Tugowner or other Tugowner, whether or not the tug or tender substituted or hired or the contract or any part thereof has been sublet to the owner of the tug or tender, in respect of any negligence or breach of duty or other wrongful act on the part of such servant or agent which, but for this present provision, it would be competent for the Hirer so to do and the owners of such tug or tender shall hold this undertaking for the benefit of their servants and agents.

9. (a) The agreement between the Tugowner and the Hirer is and shall be governed by English Law and the Tugowner and the Hirer hereby accept subject to the proviso contained in sub-clause (b) hereof the exclusive jurisdiction of the English Courts (save where the registered office of the Tugowner is situated in Scotland when the agreement is and shall be governed by Scottish Law and the Tugowner and the Hirer hereby shall accept the exclusive jurisdiction of the Scottish Courts).

(b) No suit shall be brought in any jurisdiction other than that provided in subclause (a) hereof save that either the Tugowner or the hirer shall have the option to bring proceedings in rem to obtain the arrest of or other imilar remedy against any vessel or property owned by the other party hereto in any jurisdiction where such vessel or property may be found.

9. The agreement between Tugowner and Hirer is and shall be governed by the substantive law of Singapore. Any dispute arising out of or in connection with the agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of Singapore International Arbitration Centre ("SIAC Rules") for the time being in force which rules are deemed to be incorporated by reference to this clause. The Tribunal shall consist of one arbitrator to be mutually agreed by the parties but failing such agreement, the Arbitrator is to be nominated by the Chairman of the SIAC upon the application of any of the parties herein.