

DRAFT REVISED LLOYD'S STANDARD FORM OF
SALVAGE AGREEMENT

NO CURE - NO PAY

PROPOSED AMENDMENTS UNDERLINED.

On board the

Dated 19

IT IS HEREBY AGREED between Captain _____ for and on behalf of the Owners of the " _____" her cargo and freight and _____ for and on behalf of _____ (hereinafter called "the Contractor" which term shall be deemed to include the Owners Masters and Crews of all vessels employed in the services).

1. The Contractor agrees to use his best endeavours to salve the _____ and/or her cargo and take them into a place of safety or _____ or other place to be hereafter agreed. The Contractor further agrees to use his best endeavours to prevent the escape of oil from the vessel. The services shall be rendered and accepted as salvage services upon the principle of "no cure - no pay". Such services shall include services rendered in preventing minimising or controlling the escape of oil from the vessel and/or the consequences of any escape. In case of arbitration being claimed the Contractor's remuneration in the event of success shall be fixed by arbitration in London in the manner hereinafter prescribed: and any other difference arising out of this Agreement or the operations

NACRT IZMIJENJENOG LLOYDOVCG STANDARDNOG FORMULARA
UGOVORA O SPAŠAVANJU

BEZ USPJEHA - NEMA NAGRADA

PREDLOŽENE IZMJENE SU POTCRTANE

Na brodu

Dana

19

OVIME JE UGOVORENO izmedju kapetana _____, u ime i za račun vlasnika broda " _____", njegova tereta i vozarine i _____, u ime i za račun _____ (u dalnjem tekstu "ugovaratelj", time da taj izraz obuhvaća brodovlasnike, zapovjednike i posade svih brodova koji pružaju usluge).

1. Ugovaratelj prihvata obvezu da uloži sve svoje napore da spasi brod _____ i/ili njegov teret te da ih dopremi u sigurno mjesto, ili u _____, ili u drugo mjesto koje stranke niže utvrde. Ugovaratelj nadalje preuzima obvezu starati se u najvećoj mjeri kako bi spriječio izlijevanje ulja iz broda. Usluge će biti pružene i prihvate na spašavanje zasnovano na načelu da "bez uspjeha - nema nagrade". Te usluge obuhvatit će i mjerne poduzete u svrhu spriječavanja, smanjenja ili ograničenja izljijevanja ulja iz broda i/ili posljedica svakog izljijevanja. Ako se zatraži arbitraža, nagradu koja pripada ugovaratelju u slučaju uspjeha utvrditi će arbitraža u Londonu na način propisan ovim ugovorom; sva druga razmimoilaženja koja proizadju iz ovoga ugovora ili iz akcija poduzetih na njegovoj

thereunder shall be referred to arbitration in the same way. In the event of the services referred to in this Agreement or any part of such services having been already rendered at the date of this Agreement by the Contractor to the said vessel and/or her cargo it is agreed that the provisions of this Agreement shall apply to such services.

2. The Owners their Servants and/or Agents shall co-operate fully with the Contractor in and about the salvage. Both the Owners and the Contractor shall use their best endeavours in obtaining entry into the place of safety or the place named in Clause 1 of this Agreement or such other place as may be agreed. The Owners shall accept redelivery of the salved property at such place. The Contractor may make reasonable use of the vessel's machinery gear anchors chains 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. The Contractor shall not jettison except in cases where:- (a) the situation is one of grave emergency or (b) jettison can reasonably be considered necessary to prevent greater pollution or loss.

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 for or on account of the remuneration.

osnovi, iznijet će se arbitraži na isti način. Ako je u času potpisivanja ovog ugovora ugovaratelj navedenom brodu i/ili njegovu teretu već pružio usluge ili dio usluga na koje se ugovor odnosi, odredbe ovog ugovora primijenit će se i na te usluge.

2. Brodovlasnik, njegovo osoblje i punomoćnici suradjivat će u potpunosti s ugvarateljem u toku spašavanja i u vezi sa spašavanjem. Brodovlasnik i ugvaratelj dužni su uložiti sve svoje napore kako bi se spašena imovina privela na sigurno mjesto, ili u mjesto naznačeno u članu 1. ovoga ugovora, ili u koje drugo mjesto što ga stranke sporazumno utvrde. Vlasnici spašene imovine dužni su preuzeti svoju imovinu u takvom mjestu. Ugvaratelj može razborito upotrijebiti strojeve, osovinu, sidra, lance i druge pri-padnosti broda u toku akcija i radi njihova izvršenja bez posebne naknade, ali ne smije bespotrebno oštetiti, napustiti niti žrtvovati imovinu na koju se ovaj ugovor odnosi. Ugvaratelj ne smije pristupiti izbačaju, osim u slučaju: (a) krajnje nužde, ili (b) kada se izbačaj razborito može smatrati neophodnim radi spriječavanja većeg zagadjenja ili gubitka.

3. Zapovjednik ili druga osoba koja potpisuje ovaj ugovor u ime imovine koja se treba spašavati nije ovlašten izvršiti niti dati, a ugvaratelj ne smije zahtijevati niti primiti nikakvo plaćanje, mjenicu ili doznaku u ime ili na račun nagrade.

PROVISIONS AS TO SECURITY

4. The Contractor shall immediately after the termination of the services or sooner notify the Committee of Lloyd's of the amount for which he requires security (inclusive of costs expenses and interest) to be given. 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 salved for his remuneration. The salved 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 shall not voluntarily release the cargo until security shall have been provided as aforesaid for cargo. The Contractor agrees not to arrest or detain the property salved unless 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

ODREDBE O JAMSTVU

4. Ugovaratelj će odmah po okončanju usluga ili i prije toga obavijestiti Komitet Lloyda o iznosu za koji zahtijeva da mu se pruži jamstvo (uključujući cijene, troškove i kamate). Ukoliko se stranke ne sporazumiju drukčije, takvo jamstvo ima se dati Komitetu Lloyda u obliku kojeg Komitet odobri, od strane osoba, firmi ili korporaciji sa sjedištem u Ujedinjenom Kraljevstvu, na način prihvatljiv za Komitet ili s kojim se ugovaratelj suglasni. Komitet Lloyda neće snositi odgovornost za dostatnost (u sumi ili na drugi način) pruženog jamstva, niti za neispunjenoj obveze ili platežnu nesposobnost osobe, firme ili korporacije koja jamstvo pruža.

5. Dok se dano jamstvo ne iskupi u skladu s naprijed navedenim, kao nagrada ugovaratelju pripada zakonsko založno pravo na spašenoj imovini. Bez pismenog pristanka ugovaratelja, spašena imovina se ne smije otpremiti iz mesta u koje je (prema odredbama člana 1.) bila dopremljena od strane ugovaratelja pri završetku operacija spašavanja, sve dok se ne pruži jamstvo u skladu s naprijed navedenim. Brodovlasnik spašenog broda ne smije dragovoljno osloboditi teret, sve dok za taj teret ne bude pruženo odgovarajuće jamstvo. Ugovaratelj se obvezuje da neće zaustaviti niti zadržavati spašenu imovinu, osim ako mu jamstvo nije bilo pruženo u toku od 14 dana (isključujući subote, nedjelje i druge dane koji se u Lloydu smatraju općim praznicima) poslije dana završetka spašavanja (Komitet Lloyda neće biti odgovoran za propust stranaka da udovolje zatraženom jamstvu u roku od 14 dana), ili ako

security within the said 14 days) or 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 as aforesaid or in the event of any attempt being made to remove the property salved contrary to this agreement or of 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 10 or the person or persons appointed under Clause 12 hereof shall have power in their absolute discretion to include in the amount awarded to the Contractor the whole or such part of the expenses incurred by the Contractor in enforcing or protecting or in taking reasonable steps to enforce or protect his lien as they shall think fit.

PROVISIONS AS TO ARBITRATION

6. Where security is given to the Committee of Lloyd's any claim for arbitration must be made in writing or by telegram or by telex and must be received by the Committee of Lloyd's within 42 days after the date of completion of such security. If such a claim is not made by any of the parties entitled or authorised to make a claim for arbitration in respect of the salved property on behalf of which security has been given, the Committee of Lloyd's shall after the expiry of the said 42 days call upon the party or parties concerned to pay the amount thereof and in the event of non-payment shall realise or enforce the security and pay over the amount thereof to the Contractor. The receipt of the Contractor shall be a

ugovaratelj ima razloga vjerovati da se imovina otprema protivno gornjem sporazumu. U slučaju da jamstvo ne bude pruženo na navedeni način, ili u slučaju kakvog pokušaja da se spašena imovina otpremi protivno ovom ugovoru, kao i u slučaju kada ugvaratelj ima razumnu osnovu za pretpostavku da će takav pokušaj izvršiti, ugvaratelj može poduzeti mjere da ostvari svoje naprijed navedeno zakonsko založno pravo. Arbitar imenovan u skladu s odredbama člana 10, te osoba ili osobe imenovane u skladu s odredbama člana 12. ovoga ugovora imaju pravo da prema vlastitom nahodjenju uključe u iznos koji dosude ugvaratelju sve ili dio troškova koje je ugvaratelj imao pri ostvarivanju ili zaštiti, odnosno poduzimajući razumne mjere da ostvari ili zaštiti svoje zakonsko založno pravo, koliko nadju da je primjeren.

ODREDBE O ARBITRAŽI

6. Kada je jamstvo pruženo Komitetu Lloyda, eventualni zahtjev za arbitražu mora biti podnešen pismeno, telegramom ili teleksom, time da mora prisjeti Komitetu Lloyda u roku od 42 dana poslije dana kada je jamstvo pruženo. Ako takav zahtjev ne podnese ni jedna stranka koja je za to ovlaštena ili opunomoćena od strane spašene imovine za koju je jamstvo dano, po isteku 42 dana Komitet Lloyda pozvat će odnosnu stranku ili stranke na podmirenje odgovarajućeg iznosa, a u slučaju izostanka plaćanja izvršit će ili ostvariti jamstvo i prenijeti isplatu ugvaratelju. Kada ugvaratelj primi ovu isplatu, Komitet Lloyda

good discharge to the Committee of Lloyd's for any monies so paid and it shall incur no responsibility to any of the parties concerned for making such payment. No claim for arbitration shall be entertained or acted upon unless received by the Committee of Lloyd's within 42 days after the date of completion of the security.

7. Upon receipt of a written or telegraphic or telex notice of a claim for arbitration from any of the parties entitled or authorised to make such a claim the Committee of Lloyd's shall appoint an Arbitrator whether security has been given or not.

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) 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 Arbitrator(s) on Appeal may proceed as if the parties failing to give the same had renounced their right to be heard or adduce evidence.

10. In case of arbitration being claimed the remuneration for the services shall be fixed by an Arbitrator to be appointed by the Committee of Lloyd's and he shall have power to make interim Awards ordering the Owners of the

oslobadja se odgovornosti za taj iznos i svake odgovornoosti prema svim zainteresiranim strankama za izvršenje ove isplate. Nijedan zahtjev za arbitražu neće se razmatrati niti uzimati u postupak ako nije prispiio Komitetu Lloyda u roku od 42 dana poslije dana kada je pruženo jamstvo.

7. Po prijemu pismene, telegrafske ili teleks obavijesti o zahtjevu za arbitražu od bilo koje ovlaštene ili opunomoćene stranke, Komitet Lloyda imenovat će arbitra, bez obzira na okolnost da li je jamstvo pruženo ili ne.

8. Zahtjev za arbitražu može podnijeti svaka od slijedećih stranaka: (1) vlasnik spašenog broda, (2) vlasnici tereta ili dijela tereta, (3) vlasnici vozarine koja je bila posebno izložena riziku ili kojeg dijela takve vozarine, (4) ugovaratelj, (5) svaka druga osoba koja se pojavljuje kao stranka u ovom ugovoru.

9. Ako stranke u sporu pred arbitražom ili koja od njih žele arbitraži izložiti svoj stav ili podnijeti dokaze, dužne su to najaviti Komitetu Lloyda i u tom cilju neku osobu iz Ujedinjenog Kraljevstva imenovati za svog zastupnika u cijelokupnom postupku pred arbitražom, a ako takva najava i opunomočenje izostanu, arbitar ili žalbeni arbitri mogu voditi postupak kao da su se odnosne stranke odrekle neposrednog izlaganja i podnošenja dokaza.

10. Kada je podnijet zahtjev za arbitražu, nagradu za spašavanje utvrdit će arbitar kojega imenuje Komitet Lloyda, a njegovo je pravo i da donosi privremene odluke

salved property to make such payment(s) on account as may seem fair and just. The Arbitration shall (subject to the next succeeding Clause) be held in accordance with English law and shall be held in London.

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 and/or interim Award(s) 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 may charge reasonable fees for their services in connection with the Arbitration whether it proceeds to a hearing or not and all such fees shall be treated as part of the costs of the Arbitration. 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 the publication of the Award and/or interim

kojim obvezuje vlasnike spašene imovine na isplate unaprijed ako to ocijeni primjerenum i pravičnim. Arbitraža (na koju se odnosi naredni član) vodit će se u Londonu i u skladu s odredbama engleskog prava.

ARBITRAŽNI POSTUPAK

11. Arbitar će imati pravo da provede, zatraži, prihvati i postupa po svim usmeno iznijetim ili dokumentarnim dokazima i obavijestima (bez obzira na okolnost da li se oni strogo uzevši mogu prihvati kao dokazi ili ne) koliko sam ocijeni primjerenum, te da u svakom pogledu vodi arbitražni postupak onako kako sam smatra da treba; ako je po njegovoj ocjeni iznos zatraženog jamstva previsok, on ima pravo i potpunu slobodu obvezati ugovaratelja da snosi sve ili dio troškova nastalih pri ishodjenju takvog jamstva i odbiti odgovarajući iznos što ga ugovaratelj snosi od nagrade za spašavanje. Ako arbitar ne odluči drukčije, stranke će imati pravo da se pred arbitražom posluže iskazom vještaka. Svaka odluka i/ili privremena(e) odluka(e) arbitra (uz pravo na žalbu u skladu s odredbama ovog ugovora) bit će konačna i obvezna za sve stranke kojih se tiče. Arbitar i Komitet Lloyda mogu zaračunati pravičnu naknadu za svoje usluge u vezi s arbitražom, bez obzira na okolnost da li je rasprava održana ili ne, a takva naknada smatrati će se dijelom troškova arbitraže. Arbitar će odrediti kamate u godišnjem postotku za period po isteku 21-og dana (isključujući subote, nedjelje i druge dane koji se u Lloydu smatraju općim praznicima) poslije dana objavljivanja odluke i/ili privre-

Award(s) by the Committee of Lloyd's until the date payment is received by the Committee od Lloyd's, both dates inclusive, shall (subject to appeal as provided in this Agreement) be payable to the Contractor upon the amount of any sum awarded after deduction of any sums paid on account. Save as aforesaid the statutory provisions as to Arbitration for the time being in force in England shall apply.

PROVISIONS AS TO APPEAL

12. Any of the persons named under Clause 8 may appeal from the Award and/or interim Award(s) 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/or interim Award(s) 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 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

mene(ih) odluke(a) od strane Komiteta Lloyda, pa do dana kada je Komitetu Lloyda prispjela isplata, uključujući oba ta dana, i taj iznos (uz pravo na žalbu u skladu s odredbama ovoga ugovora) bit će isplaćen ugovaratelju povrh dosudjenog mu iznosa nagrade, ali po odbitku svih iznosa koji su bili unaprijed isplaćeni. Pored navedenoga, primijenit će se zakonske odredbe o arbitraži koje su u to vrijeme na snazi u Angleskoj.

ODREDBE O ŽALBI

12. Sve osobe navedene u članu 3. mogu pismenom, telegrafskom ili teleks obaviješću izjaviti Komitetu Lloyda žalbu na odluku i/ili privremenu(e) odluku(e) u roku od 14 dana (isključujući subote, nedjelje i druge dane koji se u Lloydu smatraju općim praznicima) poslije objavljinja odluke od strane Komiteta Lloyda, te mogu (bez utjecaja na njihovo pravo žalbe prema odredbi prvog dijela ovoga člana) u roku od 14 dana (isključujući subote, nedjelje i druge dane koji se u Lloydu smatraju općim praznicima) po prijemu obavijesti o takvoj žalbi (ako je obavijest poslana poštom, smatrat će se da je primljena narednog dana po predaji pošti) podnijeti Komitetu Lloyda pismenu, telegrafsku ili teleks obavijest o protužalbi. Po prijemu jedne ili više takvih obavijesti, Komitet Lloyda će što prije to bude moguće izabrati osobu ili osobe i podnijeti im žalbu radi razmatranja i odluke. U slučaju da koja žalba ili protužalba bude povučena, postupak će se ipak nastaviti na osnovi preostalih. Svaka žalbena odluka bit će konačna i

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 APPEAL

13. 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/or interim Award(s) and the transcript, if any, of any evidence given at the Arbitration shall be used on the Appeal unless the Arbitrator(s) on the Appeal shall in his or their discretion call for or allow other evidence. The Arbitrator(s) on the 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 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 may 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 for their services in connection with the

obvezna za sve stranke kojih se tiče, bez obzira na okolnost da li su bile zastupane na arbitraži ili na žalbenoj arbitraži.

ŽALBENI POSTUPAK

13. U žalbenom postupku razmatrat će se samo isprave podnijete arbitraži, bilješke arbitra o postupku i usmenim iskazima pred arbitražom, ako ih je bilo, arbitrovo obrazloženje odluke i/ili privremene(ih) odluke(a) i zapisnik, ako je vodjen, o dokazima izvedenim pred arbitražom, osim ako žalbeni arbitar ili arbitri prema svom nahodjenju ne zatraže ili dopuste i druge dokaze. Žalbeni arbitar(ri) može u svakom pogledu voditi žalbeni arbitražni postupak onako kako sam smatra da je potrebno i može postupati po svakom dokazu ili obavijesti (bez obzira da li se oni strogo uzevši mogu prihvati kao dokazi ili ne) ako to ocijeni osnovanim, te može potvrditi, povećati ili smanjiti iznos utvrđen odlukom arbitra, uz jednako pravo koje je arbitru priznato u članu 11, da obveže ugovaratelja snositi dijelom ili u cijelosti troškove oko ishodjenja jamstva i da takav iznos odbije od nagrade za spašavanje. On ili oni također će narediti isplatu kamata, koje ocijene primjereno, na iznos dosudjen ugovaratelju. Žalbeni arbitar(ri) mogu odrediti na koji način će se raspodijeliti i podmiriti troškovi arbitraže i žalbene arbitraže, te on ili oni i Komitet Lloyda mogu zaračunati razboritu naknadu za svoje usluge u vezi sa žalbenom arbitražom, bez obzira da li je održana rasprava ili ne, a

Arbitration on Appeal whether it proceeds to a hearing or not and all such fees 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

14. (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 Lloyd's of the Award and/or interim Award(s) 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.
- (b) If Notice of Appeal be received by the Committee of Lloyd's in accordance with the provisions of Clause 12 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

takva naknada smatrati će se dijelom troškova žalbene arbitraže. Pored navedenoga, primijenit će se zakonske odredbe o arbitraži koje u to vrijeme budu u Engleskoj na snazi.

ODREDBE O PLAĆANJU

14. (a) Ako nakon arbitraže Komitet Lloyda ne primi ni jednu obavijest o žalbi u roku od 14 dana (isključujući subote, nedjelje i druge dane koji se u Lloydu smatraju općim praznicima) poslije dana objavljinja odluke i ili privremene(ih) odluke(a) od strane Komiteta Lloyda, Komitet će pozvati stranku ili stranke kojih se to tiče da plate dosudjeni iznos, a ako isplata izostane Komitet će izvršiti ili ostvariti jamstvo i prenijeti ugovaratelju dosudjeni mu iznos zajedno s rečenim kamatama (a potvrda ugvaratelja će valjano rastretiti Komitet).
- (b) Ako je Komitet Lloyda primio obavijest o žalbi u skladu s odredbama člana 12, on će čim objavi žalbenu odluku pozvati stranku ili stranke kojih se to tiče da plate dosudjeni iznos, a ako isplata izostane, Komitet

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(s) provides that the costs of the Arbitration 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.
- (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 salved 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.

će izvršiti ili ostvariti jamstvo i isplatiti ugovaratelju dosudjeni mu iznos zajedno s kamatama u skladu s odredbama žalbene odluke (a potvrda ugovaratelja će valjano rasteretiti Komitet).

- (c) Ako odlukom i/ili privremenom(im) odlukom (ama) bude određeno da troškove arbitraže ili žalbene arbitraže, odnosno dio tih troškova mora snositi ugovaratelj, ti se iznosi mogu odbiti od dosudjenog iznosa prije no što ga Komitet isplati ugovaratelju, osim ako ugovaratelj pruži zadovoljavajuće jamstvo za pokriće takvih troškova.
- (d) Ako se ugovaratelj nagodi sa strankama zainteresiranim u spašenoj imovini, ili s komjom od njih, u pogledu nagrade za svoje usluge i/ili kamate i/ili troškove, pa isplata takvog iznosa izostane, Komitet Lloyda izvršit će ili ostvariti jamstvo i isplatiti ugovaratelju iznos kojeg su stranke utvrdile nagodbom (a potvrda ugovaratelja će vjerojatno rasteretiti Komitet).
- (e) Bez uštrba na odredbe člana 4. ovoga ugovora, odgovornost Komiteta Lloyda ograničena je u svakom slučaju na iznos jamstva što ga on drži.

GENERAL PROVISIONS

15. 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 or of any person by him employed in the operations, and any portion of the vessel or her appurtenances or her stores or the cargo be salved by the Contractor, he shall be entitled to reasonable remuneration and such reasonable remuneration shall be fixed in case of difference by arbitration in manner hereinbefore prescribed.

16. The Master or other person signing this Agreement on behalf of the property to be salved enters into this Agreement as Agent for the vessel her cargo and freight and the respective Owners thereof and binds each (but not the one for the other or himself personally) to the due performance thereof.

17. 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(s) 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 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(s) and/or Award on Appeal is made.

18. 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

OPĆE ODREDBE

15. Unatoč svemu gore sadržanom, ako bi akcije dale samo djelomičan rezultat i to bez pomanjkanja pažnje, nastojanja, redovne umješnosti i truda od strane ugovaratelja ili koje osobe kojom se on služi u akcijama, pa bi neki dio broda ili njegove opreme, zaliha ili tereta ugovaratelj spasio, on će imati pravo na pravičnu nagradu, koju će u slučaju spora utvrditi arbitraža na ovdje propisani način.

16. Zapovjednik ili druga osoba koja potpisuje ovaj ugovor u ime imovine koju valja spašavati, čini to kao zastupnik broda, njegova tereta i vozarine, odnosno njihovih vlasnika, i obvezuje svakog od njih (mada ne jednoga za drugoga, niti sebe osobno) na ispunjenje preuzetog.

17. Razmatrajući novčane izdatke koje je ugovaratelj imao pri pružanju usluga i/ili utvrdjujući iznos nagrade odlukom i/ili privremenom(im) odlukom(ama) i/ili žalbenom odlukom, arbitar ili žalbeni arbitar(ri) će u onoj mjeri i onoliko koliko je to osnovano i pravično uvijek priznati svaku promjenu vrijednosti novca ili tečaja zamjene, koja je nastala izmedju završetka spašavanja i dana kada je odluka i/ili privremena(e) odluka(e) i/ili žalbena odluka donijeta.

18. Za svaku odluku, obavijest, punomoć, nalog ili drugu ispravu koju potpiše predsjednik Lloyda ili druga osoba koju Komitet Lloyda na to ovlasti, smatrati će se da je sačinjena ili izdana od strane Komiteta i imat će

effect in all respects as if it had been signed by every member of the Committee of Lloyd's.

CURRENCY PROVISIONS

19. It is hereby further agreed that the security to be provided to the Committee of Lloyd's and the Award and/or interim Award(s) and/or Award on Appeal of the Arbitrator and/or Arbitrator(s) on Appeal shall be in currency. If this Clause is not completed then the security to be provided and the Award and/or interim Award(s) and/or Award on Appeal of the Arbitrator and/or Arbitrator(s) on Appeal shall be in Pounds Sterling.

LIMITATION OF LIABILITY PROVISIONS

20. The Contractor shall be entitled to limit any liability which he his Servants and/or Agents may incur in and about the services in the manner and to the extent provided in the International Convention on Limitation of Liability for Maritime Claims 1976 as though the provisions of the said Convention were part of the law of England.

TANKER PROVISIONS

When the Salvaged Property is a Laden Tanker

21. The Owners of the vessel agree to provide a further fund (hereinafter called "The Pollution Fund") in addition to the fund provided by the Salvaged Value of the property salvaged out of which the Contractor may be remunerated for his services in preventing minimising or controlling the escape of oil from the vessel and/or the consequences of any such escape even if the Contractor is

jednaku snagu i učinak u svakom pogledu kao da je potpisana od svih članova Komiteta Lloyda.

ODREDBE O VALUTI

19. Nadalje je ovim ugovorenog da će jamstvo koje se ima dati Komitetu Lloyda, kao i odluka i/ili privremena(e) odluka(e) i/ili žalbena odluka arbitra i/ili žalbenog(ih) arbitra(ara) biti izraženi u valuti. Ako ta klauzula nije ispunjena jamstvo će biti pruženo i odluka i/ili privremena(e) odluka(e) i/ili žalbena odluka arbitra i/ili žalbenog(ih) arbitra(ara) bit će izražena u funtama sterlina.

ODREDBE O OGRANIČENJU ODGOVORNOSTI

20. Ugovaratelju pripada pravo da ograniči svaku odgovornost kojoj bi on sam, njegovi službenici i/ili punomoćnici mogli biti izloženi pri spašavanju ili u vezi sa spašavanjem, i to na način i u opsegu koji su propisani Međunarodnom konvencijom o ograničenju odgovornosti za pomorske tražbine 1976, kao da odredbe te Konvencije predstavljaju englesko pravo.

ODREDBE O TANKERIMA

Kada je spašena imovina tanker pod teretom

21. Brodovlasnik prihvata da osnuje dodatni fond (u dalnjem tekstu "Fond zbog zagajenja"), uz onaj koji se sastoji od vrijednosti spašene imovine. Iz toga fonda ugvaratelji može biti nagradjen za svoje akcije poduzete u svrhu spriječavanja, smanjenja ili ograničenja izlijevanja ulja iz broda i/ili posljedica takvog izlijevanja, pa i

prevented without fault on the part of himself his Servants and/or Agents from completing the services.

22. The Pollution Fund shall be a sum equal to but separate from the amount of the vessel's limitation fund as calculated in accordance with the provisions of the International Convention on Civil Liability for Oil Pollution Damage 1969 or subsequent amendment to the same.

23. The apportionment between the respective funds shall be determined by the Arbitrator or Arbitrator(s) on Appeal.

24. Clauses 4 and 5 of this Agreement shall apply to the provision of the Pollution Fund and/or of security for such fund.

25. On demand the Owner of the vessel shall provide evidence by Certificate or otherwise that he can honour the obligations undertaken by him under Clauses 21, 22 and 24 of this Agreement.

For and on behalf of the Contractor

.....
(To be signed either by the Contractor personally or by the Master of the salving 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 salved

.....
(To be signed by the Master or other person whose name is inserted in line 1 of this Agreement.)

onda kada ugovaratelj bez vlastite krivnje ili krivnje svojih službenika i/ili punomoćnika nije takve akcije mogao privesti kraju.

22. Fond zbog zagajenja bit će izdvojen, ali po iznosu jednak sumi ograničene odgovornosti broda, proračunate u skladu s odredbama Međunarodne konvencije o gradjanskoj odgovornosti za štete od zagajenja uljem iz 1969., ili s njenim kasnijim izmjenama.

23. Raspodjelu izmedju odnosnih fondova utvrdit će arbitar ili žalbeni arbitar(ri).

24. Odredbe članova 4. i 5. ovoga ugovora primijenit će se također na Fond zbog zagajenja i/ili na jamstvo za taj Fond.

25. Vlasnik spašenog broda dužan je na zahtjev podnijeti potvrdu ili na drugi način dokazati svoju sposobnost za ispunjenje obveza koje je preuzeo prema članovima 21, 22. i 24. ovoga ugovora.

U ime i za račun
ugovaratelja

U ime i za račun vlasnika
imovine koja se spašava

.....
(Treba potpisati ugovaratelj osobno, ili zapovjednik broda spašavatelja ili druga osoba čije ime je upisano u 3. redu ovoga ugovora.)

.....
(Treba potpisati zapovjednik ili druga osoba čije ime je upisano u 1. redu ovoga ugovora.)

Preveo: P.S.