

LOF 1980

LLOYD'S STANDARD FORM OF SALVAGE AGREEMENT
/APPROVED AND PUBLISHED BY THE COMMITTEE OF LLOYD'S/

NO CURE - NO PAY

On board the
Dated 19
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 Con-
tractor"/: -

1. /a/ The Contractor agrees to use his best endeavours to salve 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 accepted as salvage services upon the principle of "no cure -- no pay" except that where the property being salvaged is a 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

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BEZ USPJEHA - NEMA NAGRADE

Na brodu
Dana 19

OVIME JE UGOVORENO između kapetana u
ime i za račun vlasnika broda " , njegova
tereta, vozarine, bunkera i zaliha i u
ime i za račun /u daljnjem tekstu "ugova-
ratelj"/: -

1. /a/ Ugovaratelj prihvaća obvezu ulaganja svih svojih napora da spasi brod i/ili njegov teret, bunkere i zalihe, te da ih dopremi u ili drugo mjesto koje stranke niže utvrde, ako nijedno mjesto nije navedeno ili dogovoreno kao sigurno mjesto. Ugovaratelj nadalje preuzima obvezu starati se u najvećoj mjeri kako bi spriječio izlijevanje ulja iz broda za vrijeme vršenja usluga spašavanja navedenog broda i/ili njegovog tereta, bunkera i zaliha. Usluge će biti pružene i prihvaćene kao spašavanje zasnovano na načelu da "bez uspjeha -- nema nagrade", osim, u slučaju kad je imovina koja se spašava tanker u cijelosti ili djelomice nakrcan uljem kao teretom i kad ne postoji nepažnja na strani ugovaratelja i/ili njegovih službenika i/ili punomoćnika, ako /1/ usluge nisu pružene uspješno, /2/ ako su samo djelomice uspješne, ili /3/ ako je ugovaratelj bio spriječen dovršiti usluge spašavanja, ipak će ugovaratelju samo protiv vlasnika tog tankera biti dosudjeni troškovi koji su razumno nastali i povećanje koje ne prelazi 15 posto tih troškova, ali samo u slučaju i u mjeri u kojoj su ti troškovi zajedno s pove-

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 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's 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 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 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 of Lloyd's 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 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

ćanjem veći od iznosa koji bi se mogao dobiti na drugi način prema ovom ugovoru. U smislu navedene iznimke na načelo "bez uspjeha - nema nagrade", troškovi će, pored stvarnih novčanih troškova uključivati i pravični iznos za tegljače, brod, osoblje i drugu opremu koje je ugovaratelj koristio pri pružanju usluga, dok će ulje označavati sirovo ulje, gorivo ulje, teško dieselovo ulje i ulje za podmazivanje.

/b/ Nagradu koja pripada ugovaratelju utvrdit će arbitraža u Londonu na način propisan ovim ugovorom; svi drugi sporovi koji proizadju iz ovog ugovora ili iz akcija poduzetih na njegovoj osnovi, iznijet će se arbitraži na isti način. Ako je u času potpisivanja ovog ugovora ugovaratelj navedenom brodu i/ili njegovu teretu, bunkerima i zalihama već pružio usluge ili dio usluga na koje se ugovor odnosi, odredbe ovog ugovora primijenit će se i na te usluge.

/c/ Nadalje je ovim ugovoreno da će jamstvo koje se ima dati Komitetu Lloyd'a, spašene vrijednosti, kao i odluka i/ili privremena odluka i/ili žalbena odluka arbitra i/ili žalbenog/ih/ arbitra/ara/ biti izraženi u valuti. Ako ta klauzula nije ispunjena, jamstvo će biti pruženo, a spašene vrijednosti, odluka i/ili privremena odluka i/ili žalbena odluka arbitra i/ili žalbenog/ih/ arbitra/ara/, bit će izražena u funtama sterlinga.

/d/ Ovaj ugovor bit će uredjen, a arbitraža prema njemu vodit će se u skladu s engleskim pravom.

2. Brodovlasnik, njegovo osoblje i punomoćnici suradjivat će u potpunosti s ugovarateljem u toku spašavanja i u vezi sa spašavanjem, uključujući dolazak na mjesto navedeno u članu 1 ovog ugovora ili drugo dogovoreno mjesto

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 vessel's 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

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.

ili, ako je primjenljivo, sigurno mjesto na koje je spašena imovina odvežena. Vlasnici spašene imovine dužni su odmah preuzeti svoju imovinu u takvom mjestu. Ugovaratelj može razborito upotrijebiti strojeve, osovину, opremu, si- dra, lance, zalihe i druge pripadnosti 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.

3. Zapovjednik ili druga osoba koja potpisuje ovaj ugovor u ime imovine koja se treba spašavati nije ovlašten izvršiti niti dati, a ugovaratelj ne smije zahtijevati ni- ti primiti nikakvo plaćanje, mjenicu ili doznaku kao navo- djenje na ili nagradu za zaključivanje ovog ugovora.

ODREDBE O JAMSTVU

4. Ugovaratelj će odmah po okončanju usluga ili i prije toga u odgovarajućim slučajevima obavijestiti Komi- tet Lloyda, a kada je to moguće i brodovlasnika, o iznosu za koji zahtijeva 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 korporacija sa sjediš- tem u Ujedinjenom Kraljevstvu, na način prihvatljiv za Ko- mitet ili s kojim se ugovaratelj suglasi. Komitet Lloyda neće snositi odgovornost za dostatnost /u sumi ili na dru- gi način/ pruženog jamstva, niti za neispunjenje obveze ili platežnu nesposobnost osobe, firme ili korporacije ko- ja jamstvo pruža.

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

5. Dok se dano jamstvo ne iskupi u skladu s naprijed navedenim, kao nagrada ugovaratelju pripada zakonsko založno pravo na spašenoj imovini. Kada izgleda da bi se mogla primijeniti gore spomenuta iznimka na načelo "bez uspjeha - nema nagrade", vlasnik broda će na zahtjev ugovaratelja pribaviti jamstvo za ugovarateljevu nagradu, prema gore spomenutoj iznimci, a u skladu s članom 4. Bez pismenog pristanka ugovaratelja, spašena imovina se ne smije otpremiti iz mjesta 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, njegovi službenici i punomoćnici uložiti će sve svoje napore da vlasnik tereta pribavi jamstvo u skladu s odredbama člana 4. ovog ugovora, prije nego teret bude oslobođen. Ugovaratelj se obvezuje da neće zaustaviti niti zadržavati spašenu imovinu, osim /a/ ako mu jamstvo nije bilo pruženo u roku od 14 dana /isključujući subote, nedjelje i druge dane koji se u Lloyd'su smatraju općim praznicima/ poslije dana završetka spašavanja /Komitet Lloyd'sa neće biti odgovoran za propust stranaka da udovolje zatraženom jamstvu u roku od 14 dana/, ili /b/ ako ugovaratelj ima razloga vjerovati da se imovina otprema protivno gornjem sporazumu. U slučaju da jamstvo ne bude pruženo, ili /1/ u slučaju kakvog pokušaja da se spašena imovina otpremi protivno ovom ugovoru, /2/ kao i u slučaju kada ugovaratelj ima razumnu osnovu za pretpostavku da će takav pokušaj izvršiti, ugovaratelj može poduzeti mjere da ostvari svoje naprijed navedeno zakonsko založno pravo. Arbitar imenovan u skladu s odredbama člana 6, te osobe imenovane u skladu s odredbom člana 13. ovoga ugovora imaju pravo da prema vlastitom naodjenju uključe u

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.

/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 authorised 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

iznos koji dosude ugovaratelju sve ili dio troškova koje je ugovaratelj imao pri ostvarivanju ili zaštiti putem osiguranja ili na drugi način, odnosno poduzimajući razumne mjere da ostvari ili zaštiti svoje zakonsko založno pravo, koliko nadju da je primjereno.

ODREDBE O ARBITRAŽI

6. /a/ Kada je Komitetu Lloyd'a prema odredbama ovog ugovora pruženo jamstvo u cijelosti ili djelomice, taj Komitet će imenovati jednog arbitra u pogledu interesa koje to jamstvo obuhvaća.

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

7. Ako je Komitet Lloyd'a već imenovao arbitra a stranke ne žele da se arbitraža održi, stranke će zajednički obavijestiti Komitet pismeno, teleksom ili telegramom, pa će Komitet okončati imenovanje arbitra, koji je bio imenovan u skladu s članom 6. ovog ugovora.

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/ vlasnici bunkera i/ili zaliha, /6/ 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,

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. 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 may charge reasonable fees and expenses for their services in connection with the

dužne su to najaviti Komitetu Lloyd'a i u tom cilju neku osobu iz Ujedinjenog Kraljevstva imenovati za svog zastupnika u cjelokupnom postupku pred arbitražom, a ako takva najava i opunomoćenje izostanu, arbitar ili žalbeni arbitar mogu voditi postupak kao da su se odnosne stranke odrekle neposrednog izlaganja i podnošenja dokaza.

10. Nagradu za spašavanje u smislu ovog ugovora utvrdit će arbitar kojega imenuje Komitet Lloyd'a, a njegovo je pravo i da donosi privremenu odluku kojom obvezuje na isplatu unaprijed ako to ocijeni primjerenim i pravičnim, pod uvjetima koje ocijeni primjerenim i pravičnim.

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 prihvatiti kao dokazi ili ne/ koliko sam ocijeni primjerenim, 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 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 Lloyd'a mogu zaračunati pravičnu naknadu i troškove za svoje

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

usluge u vezi s arbitražom, bez obzira na okolnost da li je rasprava održana ili ne, a takva naknada i troškovi smatrat će se dijelom troškova arbitraže. Pored navedenoga, primijenit će se zakonske odredbe o arbitraži koje su u to vrijeme na snazi u Engleskoj.

12. Arbitar će odrediti kamate u godišnjem postotku za period po isteku 21-og dana /isključujući subote, nedjelje i druge dane koji se u Lloyd'u smatraju općim praznicima/ poslije dana objavljivanja odluke i/ili privremene odluke od strane Komiteta Lloyd'a, pa do dana kada je Komitetu Lloyd'a prispjela isplata, uključujući oba ta dana, i taj iznos /uz pravo na žalbu u skladu s odredbama ovoga ugovora/ bit će isplaćen povrh dosudjenog mu iznosa nagrade, ali po odbitku svih iznosa koji su bili unaprijed isplaćeni.

ODREDBE O ŽALBI

13. Sve osobe navedene u članu 8. mogu pismenom, telegrafskom ili teleks obaviješću izjaviti Komitetu Lloyd'a žalbu na odluku, a uz dopuštenje žalbenog/ih/ arbitra/ara/ na privremenu odluku donešenu prema odredbama člana 10. ovog ugovora u roku od 14 dana /isključujući subote, nedjelje i druge dane koji se u Lloyd'u smatraju općim praznicima/ poslije objavljivanja odluke od strane Komiteta Lloyd'a, 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 Lloyd'u smatraju općim praznicima/ po prijemu obavijesti o takvoj žalbi /ako je obavijest poslana poštom, smatrat će se da

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/s/ 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 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 Arbi-

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

ŽALBENI POSTUPAK

14. 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 privremene odluke, ako je takve bilo, 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 prihvatiti 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 tekodjer će narediti

trator/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

15. /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

isplatu kamata, koje ocijene primjerenim, 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 Lloyd'a mogu zaračunati razboritu naknadu i troškove za svoje usluge u vezi sa žalbenom arbitražom, bez obzira da li je održana rasprava ili ne, a takva naknada i troškovi smatrat 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

15. /a/ Ako nakon arbitraže Komitet Lloyd'a ne primi nijednu obavijest o žalbi u roku od 14 dana /isključujući subote, nedjelje i druge dane koji se u Lloyd'u smatraju općim praznicima/ poslije dana objavljivanja odluke i/ili privremene odluke od strane Komiteta, 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 ugovaratelja će valjano rasteretiti Komitet/, ali će ugovaratelj refundirati strankama kojih se to tiče iznos za koji je konačna odluka niža od privremene odluke.

/b/ Ako je Komitet Lloyd'a primio obavijest o žalbi u skladu s odredbama člana 13, on će čim objavi žalbenu odluku pozvati stranku ili stranke kojih se to tiče da plate dosudjeni iznos, a ako isplata izostane Komitet će izvršiti ili ostvariti jamstvo i isplatiti ugovaratelju

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.

/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

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 odlukom i/ili žalbenom odlukom bude određeno da troškove arbitraže i/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 kojom od njih, u pogledu nagrade za svoje usluge i/ili kamate i/ili troškove, pa isplata takvog iznosa izostane, Komitet Lloyd's izvršit će ili ostvariti jamstvo i isplatiti ugovaratelju iznos kojeg su stranke utvrdile nagodbom /a potvrda ugovaratelja će rasteretiti Komitet/.

/e/ Bez uštrba na odredbe člana 4. ovoga ugovora, odgovornost Komiteta Lloyd's ograničena je u svakom slučaju na iznos jamstva što ga on drži.

OPĆE ODREDBE

16. Unatoč svemu gore sadržanom, ako bi akcije dale samo djelomičan rezultat i to bez nepažnje, ili pomanjkanja redovne stručnosti i truda od strane ugovaratelja, njegovih službenika ili punomoćnika, pa bi neki dio broda ili njegove opreme, bunkera, zaliha ili tereta ugovaratelj spasio, on će imati pravo na previčnu nagradu,

shall be fixed 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 salved 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.

20. The Contractor may claim salvage and enforce any Award or agreement made between the Contractor and the parties interested in the property salved 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

koju će u slučaju spora utvrditi arbitraža na ovdje propisani način.

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

18. Razmatrajući novčane izdatke koje je ugovaratelj imao pri pružanju usluga i/ili utvrđujući iznos nagrade odlukom i/ili privremenom odlukom i/ili žalbenom odlukom, arbitar ili žalbeni arbitar/ri/ će u onoj mjeri i onoliko koliko je to osnovano i pravično uvijek priznati posljedice svake promjene vrijednosti novca ili tečaja zamjene, koja je nastala između završetka spašavanja i dana kada je odluka i/ili privremena odluka i/ili žalbena odluka donijeta.

19. Za svaku odluku, obavijest, punomoć, nalog ili drugu ispravu koju potpiše predsjednik Lloyd's ili druga osoba koju Komitet Lloyd's na to ovlasti, smatrat će se da je sačinjena ili izdana od strane Komiteta i imat će jednaku snagu i učinak u svakom pogledu kao da je potpisana od svih članova Komiteta Lloyd's.

20. Ugovaratelj može utužiti spašavanje i ostvariti svaku odluku ili ugovor zaključen između ugovaratelja i stranaka zainteresiranih za spašenu imovinu, protiv jamstva pribavljenog prema ovom ugovoru, ako ga je bilo, u ime i za račun svakog podugovaratelja, službenika ili punomoćnika, uključujući zapovjednika i članove posade

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

For and on behalf of the Owners of property to be salvaged.

.....
/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./

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

brodova koje je zaposlio pri spašavanju pruženom prema ovom ugovoru, pod uvjetom da prvo naknadi štetu i razriješi odgovornosti vlasnika spašene imovine, protiv svih zahtjeva od strane tih osoba ili odgovornosti koje su im nametnute. Svaka naknada bit će pribavljena u obliku prihvatljivom za vlasnike.

21. Ugovaratelju pripada pravo da ograniči svaku odgovornost vlasnika navedenog broda i/ili njegovog tereta, bunkera i zaliha, kojoj bi on sam i/ili 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 engleskim pravom, te kao da odredbe Konvencije o ograničenju odgovornosti za pomorske tražbine iz 1976. predstavljaju dio engleskog prava.

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./

Izmjene prevela: V.P.