

**Guidance for
Ship Masters and Officers
in Major Maritime Casualties**

**船長及船副對海難事件
應採取之措施**

**附
從保險觀點論船長對
海難之措施及報告**

**COMPILED BY
GOLDEN PEAK MARITIME AGENCIES LTD.**

**金山船務股份有限公司
編印**

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To Masters:

The suggestions on the following pages do not pretend to be a legal treatise, nor do they presume to lay down a course of action that you should follow in all circumstances of emergency. That grave responsibility rests upon you alone, or in your absence or if you are incapacitated, your next in command.

For the sake of brevity and in the hope they will be of some practical service to you, they are concise and are not encumbered with details that could be more fully enlarged upon.

Valuable time may be lost in awaiting instructions from your Owners. Therefore, when a vessel is in distress it is of the first importance that adequate information and the right kind of information be made available to Owners without delay. If your vessel is stranded, or on fire, or in need of salvage assistance, or if you have found it necessary to put into a port of refuge in distress, your Owners must know the nature of your difficulty as clearly as the circumstances permit before they can decide upon and arrange for whatever assistance you may require, or before they can determine the nature of the advice that should be sent to you for your guidance.

After the immediate peril has been overcome, it is then necessary that arrangements be made to fit the vessel to resume the voyage without delay. Finally, and with the assistance of your Agents, accounts must be assembled and accurate reports prepared so that in due time your Owners and their Average Adjusters can allocate the costs and collect them from those concerned.

The suggestions on the following pages are offered in the hope that they may be of some help to you in the performance of these difficult tasks.

親愛的船長們：

我們在下面所提出的各項建議並不自命為是一種法律上論文，亦不是在所有的危急情況下你們必須要採取這些建議中所提供的行動。這個重大的責任在於你自己本身的身上，完全要靠你自己的判斷力來作決定，或假如你缺席時，或假如你失却能力時，那末這項責任就落在你的副手身上了。

為簡潔起見，並希望這些建議對你有實際幫助，因此，所提供的建議非常簡要而屬原則性的，並無作出詳細的敘述，當然這些原則性的建議可作更詳細的闡述。

等候你們的船東命令可能會失却寶貴的時間。因此，當一艘船舶遭遇災難時，最重要的事情，你須將充分而正確的有關資料迅速地通知船東而不能延悞，假如你的船舶發生擱淺、或火災、或需要援救，或假如你的船舶遭遇災難而你認為必須駛入一個避難港口，你們的船東必須知道你所遭遇困難的性質，你應盡環境許可及早清楚地將詳細情況報告船東，使船東能藉以作出應變決策及安排你所需要的任何協助，或使船東作出給你作指示的忠告。

緊急海難被克服後，你須作出各項安排使船舶能迅速恢復航行以免耽悞船期。最後你應獲得代理行的協助，收集各項帳單並備製正確的報告，使你的船東及其海損理算師能及時編造海損理算書而向有關方面收回所耗用的費用。

祈望下面所提供的建議能對你處理這些困難事情時有所幫助。

Guidance for Enlisting Salvage Services

When a vessel falls into distress by, say, severe engine trouble, flooding, stranding and so forth, and cannot move by her own power, she may require salvage services. However, except in cases involving imminent danger where the Master has to decide by himself the steps to be taken because every possible assistance must be solicited in a hurry, he should first consult us or the Home Port Office nearest to the place of incident for guidance and decision.

When salvage service is needed, consideration should be made on selecting suitable salvors and on the terms and conditions of the salvage contract. Salvors must be carefully selected, considering their business reliability and technical capability, because the fortune of valuable property, hull and cargo, is entrusted to their hands. Another important thing is to decide the basis of the salvage contract. The most popularly known contract is the "No Cure No Pay" contract under which remuneration is payable only in case of a successful salvage. Salvage service may also be enlisted under a "Fixed Price Contract" with variations such as "Daily Hire Basis Contract", "Lump Sum Basis Contract" and so on.

(1) "No Cure No Pay" Contract

Under this form of contract, salvors receive nothing in case of failure but are entitled to remuneration, besides actual cost, in the event of success. This contract is represented by Lloyd's Standard Form of Salvage Agreement and is commonly referred to as Lloyd's Open Form (L.O.F.) (please see pages 10—13).

Usually, the Master will be requested by the salvors to sign the L.O.F. on the spot but he must and should always consult us or the appropriate Home Port Office on whether to sign this form or not because L.O.F. is not always the best arrangement. Firstly, "No Cure No Pay" is a basis specifically designed for salvage operations on which prospects for success are not always certain and, therefore, the total cost of salvage including remuneration is usually higher than will be incurred in cases of salvage on any other basis, such as the "Fixed Price Contract" basis.

僱用救援服務需知

當船舶遇難，例如遭遇嚴重船機故障、水淹、擱淺等而令船舶不能用本身動力移動時，便可能需要救援服務。但除非形勢危殆，迫於眉睫，船長不得不自行決定採取何種步驟以便能迅速取得援助，否則應徵詢本公司或最接近遇事地點之海外代表之指示及決定。

若船舶必須接受援助，應考慮挑選適當的救援公司及救援合約之條件及字句，尤應小心選擇救援公司及考慮其商業信譽，技術及設備，因為本船與貨物等鉅大財富均全部負托彼等身上。另一要點乃決定採用何種救援合約。最著名的合約稱為「無功不受祿」(No Cure No Pay) 合約，在此種合約條件下，救援者只能在成功完成救援工作時才能獲取酬勞。救援服務亦可在他種合約下僱用，例如「定酬合約」(Fixed Price Contract)，此合約可分為「日租式合約」(Daily Hire Basis Contract)，「一筆過式合約」(Lump Sum Basis Contract) 等。

(-) 「無功不受祿」合約 (No Cure No Pay)
據此種合約的規定，如救援失敗，救援者則無酬勞；但若成功，除可收回實際成本外，並可索取鉅額償酬。此種合約稱為「勞氏標準救援合約」(Lloyd's Standard Form Of Salvage Agreement)，並普遍俗稱為 (Lloyd's Open Form) 簡稱 L.O.F. (請參閱第十至第十三頁)。

通常救援者要求肇事船長於事發現場立即簽署 L.O.F. 此時船長應即徵詢本公司或適當的海外代表請求指示可否簽署。因為，L.O.F. 並非常常是最佳合約，首先，「無功不受祿」合約其實乃專為無成功把握的救援工作而設，所以救援之總開銷，包括償酬在內，往往較之採用其他救援合約 (例如「定酬合約」) 時所付之費用為高。

Therefore, when there is no doubt that ship and cargo are salvable, L.O.F. is profitable only to salvors and the Master should not sign it. Secondly, under an L.O.F. contract salvors usually require security for their services upon termination of salvage works. This is a practice but sometimes it happens that salvors request an unreasonably high amount of security and that Shipowners and Cargo owners cannot receive delivery of ship and cargo unless they agree to provide salvors with securities as required. Under such circumstances, Shipowners and Cargo owners will be compelled to provide salvors with security as requested under protest that the amount required is too high.

Furthermore, it should be noted that this form of agreement was originally devised for use in times before the days of radio communication and therefore the Master had to decide by himself on enlisting salvage service under such agreement. However, in these days and age of almost "instant" worldwide communication between the Master, his Principal, the Owners and the Charterers, except in cases where all means of communication have been lost or perhaps where failure to take immediate action will undoubtedly result in massive third-party claims, no longer is it prudent for the Master to enter into any form of salvage agreement without the full knowledge and prior consent of his Principals/Owners/Charterers.

Nowadays the prospective salvors might require additional clauses to be inserted into this traditional form of agreement and possibly even require amendments to the form itself to protect their own interests. Such additional clauses or amendment might, for instance, take the form of a guarantee of minimum payment to the salvors even in the event of their failure to successfully save the vessel. Therefore, prior to entering into a conventional L.O.F. agreement, the form of payment and the exact wording of the contract should be carefully considered in the light of our foregoing comments. Furthermore, under an L.O.F. agreement, the salvors have the right to claim a proportion of the saved value of the cargo. Therefore, if the salvors reach the conclusion that the vessel cannot be saved at an adequate profit, attempts might

所以，若然毫無疑問船體及貨物係可成功救援脫險的話，L.O.F. 只對救援者有利，故船長不應簽署。再者，若使用 L.O.F.，則於救援工作完畢後，救援者往往馬上要求抵押以保證支付他們所提供之服務。此種要求雖屬慣例，但救援者往往會乘機苛索極不合理的鉅額數目。並且，除非船東及貨主同意給予救援者所要求之抵押，否則不能即時取回船隻及貨物。在此種情形下，船東及貨主雖然可以作出書面抗議，但往往迫於無奈只好付出龐大抵押數目。

再者，尤應注意的是此種合約本是在無線電通訊還沒有發明的時代擬訂及使用的。在當時環境下，船長唯有自己決定是否根據此種合約條款僱用救援服務。但在今時今日，船長差不多可以藉着遍佈全球的無線電通訊網與其總公司，船東及租家“即時”聯絡，所以除非所有電訊設備均告失效，或倘若不立即採取行動則可能導致龐大的第三者索償，否則船長再不應未經知會及取得其總公司／船東／租家之同意而貿然簽署任何救援合約。

現時，被僱用的援救者可能要求在此種合約上附加條款或甚至修改其內容以保障他們本身之利益。此種附加或修訂之條款可能有各種不同之形式，例如是保證援救者即使援救有關船舶任務失敗，他們亦得到起碼的酬勞。所以，鑒於上述之各種因素，在簽署慣用之L.O.F.合約前，應小心考慮支付酬金的方式及合約的字眼內容。此外，更應注意在L.O.F.合約下，援救者有權索取相當於被救回貨物總值之某一比例之酬金。所以，假如援救者認定援救船體並不能獲得理想的利潤，他們往往會放棄援救船體的工作，轉而集中力量盡量搶救貨物。故當簽署L.O.F.之前尤應考慮船上是否裝載貴重而容易救獲的貨物，慎防援救者意圖放棄援救船體而轉向搶救貴重的貨物以獲取易得之利益。

總括來說，船長應在簽署L.O.F.前作出審慎考慮。

be taken in concentrating efforts on recovering the maximum amount of cargo with the idea of eventually abandoning salvage operations on the ship. Therefore, it should be considered whether the vessel is carrying a valuable cargo which can perhaps be salvaged with relative ease in order to prevent salvors from intentionally abandoning their salvage operations on the ship in an attempt to salvage the valuable cargo instead in order to make an easier profit.

In conclusion, the Master must be prudent in signing L.O.F.

(2) Fixed Price Contract

Under this form of salvage contract, salvors are entitled to be compensated for their services based on fixed price even if the salvage attempt was unsuccessful. This basis is generally used when the prospects for successful salvage are quite certain or the salvage work is relatively simple and easy, as when an accident occurs in a bay or a river or towage of a vessel under relatively calm conditions. There are many variations, such as Daily Hire Basis Contract, Lump Sum Basis Contract and so on depending upon circumstances and subject to agreement between the parties.

* * * * *

The Master, officers and crew should make every effort to secure the vessel until salvors are selected and come alongside. All the more necessary, however, is the utmost cooperation with salvors during salvage operations. Further, the Master should prepare a precise record of when, where and how the casualty occurred, what preventive measures were taken and what salvage services were rendered. This will provide evidence for the Arbitration in London or negotiations between parties about salvage remuneration. Even if solicitors are sent to the scene of the casualty to take statements about the salvage operation, the Master's report is indispensable.

（二）「定酬合約」（Fixed Price Contract）

在此種救援合約下，事前雙方已協定酬勞金額及不論救援工作成功與否，救援者均得到其應有之酬勞。此種合約通常採用於救援工作的成功率較高或救援工作較為簡單容易之時，例如意外發生之地點乃平靜的海灣或河流，或可在寧靜的情況下進行拖船工作之類。此種合約又分為多種形式，例如「日酬式合約」，「一筆過式合約」等，視乎環境及有關方面協議而定。

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船長、船副及船員應盡量努力保護船舶以等待救援人員抵達肇事現場協助，更重要的是在救援工作中與救援人員保持密切合作。再者，船長應將事發時間，地點，過程，事前之預防措施及獲得何種救援工具，服務等詳情記錄在案。此種記錄將作為在倫敦訟裁或與有關方面商討救援酬勞之證據。即使有律師到肇事現場搜集有關救援工作之證供及資料，船長本人所作之記錄仍屬不可缺少。

LLOYD'S



STANDARD FORM OF

SALVAGE AGREEMENT

(APPROVED AND PUBLISHED BY THE COMMITTEE OF LLOYD'S)

NO CURE — NO PAY

NOTES.
1. Insert name of person standing on behalf of owners of property to be salvaged. The Master should sign wherever possible.
2. The Contractor's name should always be inserted in line 3 and whenever the Agreement is signed by the Master of the salving vessel or other person on behalf of the Contractor the name of the Master or other person must also be inserted in line 3 before the words "for and on behalf of". The words "for and on behalf of" should be deleted where a Contractor signs personally.

On board the
Dated

19
for and on
her cargo and

* See Note 1
above

IT IS HEREBY AGREED between Captain†

behalf of the Owners of the "

'freight and

for and on behalf of

hereinafter called "the Contractor"): —

* See Note 2
above

1. The Contractor agrees to use his best endeavours to save the and/or her cargo and take them into or other place to be hereafter agreed. The services shall be rendered and accepted as salvage services upon the principle of "no cure—no pay". 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 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 it is agreed that the provisions of this Agreement shall apply to such services.

2. The Contractor may make reasonable use of the vessel's 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 other of the property the subject of this Agreement.

3. The Master or other person signing this Agreement on behalf of the property to be salvaged 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.

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 salvaged for his remuneration. The salvaged property shall not without the consent in writing of the Contractor be removed from the place of safety to which the property is taken by the Contractor on the completion of the salvage services until security has been given as aforesaid. The Contractor agrees not to arrest or detain the property salvaged unless the security be not given within 14 days (exclusive of Saturdays and Sundays or other days observed as general holidays at Lloyd's) 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 the Contractor has reason to believe that the removal of the property salvaged 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

15 13 50
17 12 30
17 10 30
17 4 30
16 6 30
17 12 47
22 2 55 11 13 17 C

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 in taking reasonable steps to enforce 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 from 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 realize or enforce the security and pay over the amount thereof to the Contractor. The receipt of the Contractor shall be a 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 from 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 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. 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 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) from the date of the publication of the Award by the Committee of Lloyd's until the date of payment to the Committee of Lloyd's 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 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) from 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 7 days (exclusive of Saturdays and Sundays or other days observed as general

holidays at Lloyd's) after receipt by them from the Committee of Lloyd's of notice of such appeal (such notice if sent by post to be deemed to be received on the day following that on which the said notice was posted) give written or telegraphic or telex Notice of Cross-Appeal to the Committee of Lloyd's. As soon as practicable after receipt of such notice or notices the Committee of Lloyd's shall refer the Appeal to the hearing and determination of a person or persons selected by it. Any Award on Appeal shall be final and binding on all the parties concerned.

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 the transcript, if any, of any evidence given at the Arbitration shall be used on the Appeal unless the Arbitrator or Arbitrators on the Appeal shall in his or their discretion call for or allow other evidence. The Arbitrator or Arbitrators 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 or Arbitrators 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 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 publication by the Committee of the 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.
- (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 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 or Award on Appeal 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 saved 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

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 salvaged 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 salvaged 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 or Award on Appeal the Arbitrator or Arbitrator or Arbitrators 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 or the 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 effect in all respects as if it had been signed by every member of the Committee of Lloyd's.

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.)

Salvage Services Rendered to Other Vessels

If practicable report to Owners using the most rapid and efficient means of communication available when undertaking salvage assistance to other vessels. In addition, upon arrival at the first port, prepare a detailed report showing the name and nationality of the vessel assisted and the nature of the service rendered. This report should also be prepared generally in the same way as the report to be prepared if you accept salvage service as described previously under the title — Salvage.

If you have a blank form of Salvage Contract, preferably "No Cure — No Pay", on board your vessel you should obtain a signature to this document from the Master of the salved vessel; in lieu thereof, a written acknowledgment of the nature of the service rendered and a confirmation that you left the vessel in good safety in the custody of her Master.

If it is evident the salved vessel will remain in port an ample period of time, the Master should obtain Owners' instructions as to security to be obtained from the salved vessel. If it is indicated the salved vessel may leave port before Owners' instructions are received, your Agents should be instructed to engage reputable Attorneys to take whatever legal action may be necessary to obtain security to cover your claim for Salvage.

援救他輪

當本輪對他輪承擔援救協助時，應以最快速及最有效能的通訊方法向船東作出實際報告。尚有，當你的船舶駛達第一個港口時，應備製詳細報告，列明被援救船舶的名字及國籍以及所實施援救服務的性質。此類報告的備製通常相同於你的船舶接受他人援救服務所作成的報告，詳細的內容已見前節。

假如你的船上備有空白的援救契約，較可取的，是「無功不受祿」的格式，你應取得被援救船舶的船長在該文件上簽字；或以其他方式替代之，應向被援救船舶取得書面承認所施服務的性質並證實你離開該輪時，該輪處於十分安全的情況下並在該輪船長的掌握中。

這是很顯然的，假如被援救的船舶乃停留港口有一段充分的期間，則船長務須獲得船東的命令有關向被援救船舶取得何種担保。假如很明顯的當你獲得船東的命令以前，被援救船舶可能即將駛離港口的話，則你應指示你的代理行，委請有聲譽的律師採取任何合法行動，以求取得担保作為嗣後索取援救酬報的保障。

Stranding

As always, when the vessel is in peril it is the duty of the Master to use his best judgment for the preservation of all interests. If your vessel remains aground, report at once to Owners using the most rapid and efficient means of communications available:

- (1) Latitude and longitude, description of place of stranding, time of stranding, position of vessel on the strand and nature of bottom — rocks, mud, sand, clay, et cetera.
- (2) State of tide at the time of stranding.
- (3) Rise and fall of tide.
- (4) Condition of wind and sea.
- (5) Draft of vessel before stranding.
- (6) Draft of vessel on the strand forward and aft, stating at what stage of the tide the draft was taken.
- (7) Soundings forward, aft and amidships, port and starboard, stating at what stage of the tide the soundings were taken.
- (8) Rate of leakage, if any, in fore and afterpeaks, double bottoms, engine room space, cargo compartments; state whether vessel's pumps are controlling leakage.
- (9) Apparent condition of rudder, steering gear, engines and propeller.
- (10) In most cases your Vessel Owners or the Agents at the port of departure should be in possession of a stowage plan. If there is any doubt that the plan had been made available to them, then you should also report the tonnage of cargo on board and a brief description of stowage.