

## 第一節 傭船契約之洽商過程

當不定期船船東要為其船舶洽攬貨載時，通常會透過經紀人在主要的航運市場，如倫敦、紐約、東京去洽詢成交機會。相對地，當傭船人(貨主)有貨要洽船時，亦會委由其經紀人去詢價。此時雙方皆未進入報價階段。在雙方交換詢價後，如有彼此滿意的條件，才會進入報價階段。一般程序有下列四階段。在第四階段可能成交，也可能是失敗。

### 一、詢價(Enquiry)

- (1) 貨主將貨名、數量、裝卸港、裝船時間及運費等基本條件，逕向或委由「傭船經紀人」(Chartering Broker)電知船東或海運市場，洽詢有無適當船舶承運。船東亦可委託傭船經紀人洽攬貨載。由於傭船經紀人之報酬--「傭金」(Commission)，習慣上皆由船東支付，一般而言，傭金為交易價格的 1.25%。但若經由船、貨雙方分別指定之經紀人仲介促成交易，則船東須支付 2.5% 佣金。因此，船東較偏好只透過一方經紀人，以節省成本。惟若船貨雙方偏好使用自己專屬經紀人(Exclusive House Broker)，則無法避免經雙方經紀人達成交易。專屬經紀人大都能與委託人有長期合作關係，互相熟悉作業方式及彼此信賴，較能確保委託人權利。部分經紀人亦能主動分析市場情況，提供選擇運務或船舶之建議。並提示協議中可能發生不利條件、條款，營造有利談判籌碼或環境，使船貨雙方皆樂於採用。
- (2) 船東有空船找貨源時，通常會將船舶之船型、噸位、裝船時間及地點以及理想中之貨載、租金通知可能之傭船人及傭船經紀人，提早在市場中洽談下一航次運務。此時亦可提供參考意見(Indication)或稱指示報價，通知對方訂約之意圖或意見。此等參考意見對船、貨雙方均不具拘束力。

### 二、報價(Offer)

- (1) 在數個詢價中，若船東有意承運某一貨載即可向該傭船人「報價」，通常報價之內容包括：報價有效期限(Period for which the offer is valid)、運費(Freight Rate)、船名(Name of Vessel)、裝卸時間(Laydays)、數量(Cargo Quantity)、裝卸港>Loading/Discharging Ports)、延滯費與快速費(Demurrage / Dispatch Money)及採用傭船契約格式之種類(C/P Form to be used)等。
- (2) 船東或傭船人在同一時間，對同一船舶之運務，或同一貨載之運務，只能對一個對象提供確定報價(Firm Offer)。因此，為避免對方遲不回復而喪失商機，通常在報價中附加報價有效期限。例如 "Firm offer for reply here latest by 26 February 1200 hours Taipei time"。
- (3) 通常船東在擬定報價時會參考最新市場之成交行情(Market Fixtures)報導如表 14.1 所示，以免其報價與市場行情相差過鉅，而喪失有利的成交機會或損失運費。
- (4) 若在「確定報價」之外，另向其他人報價，以避免因確定報價未成交，同時亦失去與其他人洽商之時機，皆應在此等報價中加上 Subject Open 或 Subject Stem 等字樣，說明須俟「確定報價」未成交時，本報價方有效。詳見本章第二節「尚待確認之附加報價」。

下列因素影響傭船契約之傭船費或運費：

- (1) 船舶規格、種類：例如：船舶噸位、散裝船、貨櫃船或油輪。
- (2) 所載運之貨物種類。
- (3) 市場供需情況：船噸供給、短期之論時傭船之傭船費行情。
- (4) 船東每日應負擔之成本，例如：燃油、船員、資本資金利息、折舊、保險費、管理費用等。
- (5) 傭船期間：長期論時傭船之傭船費不受現貨市場行情波動之影響。
- (6) 傭船契約條款、條件：包括成本負擔、附加條款、風險承擔等條款之增

列或刪除，將影響雙方權利義務分配，亦影響傭船費或運價。例如：船東免負擔裝卸費用(*Free In And Out, FIO*)；交還船公證費用。

- (7) 傭船契約之緊急程度，在裝載港附近是否可供洽攬之船舶。
- (8) 空放至裝載港或交船地點之航程天數及成本。

### 三、還價(Counter Offer)

傭船人對船東之報價條件(並非僅限於運價條件)，在報價有效期限內，得提出還價。其性質為「有條件之承諾」(*Conditional Acceptance*)或新的要約。若在前述報價有效期限內，無法確定如何還價，則傭船人應電請船東同意「延展」(*Extend*)，再行還價。若提出還價而經對方接受，視為成交，除非尚有其他必要之點尚未確認。故在法律上，還價之意思表示與報價相同，一經對方承諾，己方即受拘束。

### 四、成交(Fixing)

船貨雙方對於運送條件達成協議時，即可依主要條件製作「成交書」(*Fixture Note, F/N* 或 *Fixture Memo*)，再據以作成正式書面之傭船契約。在成交書經確認後，雖未簽字，仍具有拘束雙方之作用，非經雙方同意，不得再修改。在長期運送契約或論時傭船契約之運送條件達成時，為慎重起見，常有附條件成交(*Conditional Fixing*)之情形。例如在承諾時加上「須經董事會核可」(*Subject approval of the Board*)字樣。故仍留待董事會核可才成交。

表 14.1 市場成交行情報導

#### Dry Fixtures

CARGO	VESSEL	FROM	TO	TONNES	DATE	RATE	CHART.	TERMS
Coal	Oceanic Breeze, 05	Pto Bolivar	Immingham	70,000-10%	Aug	46.50	Sanpra	FIO:35,000SHINC/25,000SHINC
Coal	Su-Oh, 97	Richards Bay	Hodeira or Ashkelon	160,000-10%	Jul22/2Aug	43.50	Kleimar	FIO:SLd/30,000SHINC
Maize	Hiona, 81	River Plate	Casablanca	20,000-5%	Aug2/10	91.00	ACTI	FIO:8,000SHEX/3,000SHEX
Iron Ore	TMT Relet	Tubaco	Qingdao	150,000-10%	Sep5/14	83.25	CNR	FIO:SLd/25,000
Iron Ore	Dong-A Hermes, 92	Jiaqui	Qingdao	150,000-10%	Aug13/21	92.75	Transfield	FIO:SLd/25,000
Iron Ore	Princess Susana, 86	Pt Dampier	Qingdao	150,000-10%	Aug5/15	29.00	Rio Tinto	FIO:SLd/25,000

#### Timecharters

CONSUMPTION	VESSEL	FROM	TO	TONNES	DATE	RATE	CHART.	TERMS
14.9kt/56.4t	Global Winner, 97	Del Cikading	Redel/Cont Via Richards Bay	161,121dwt	Aug8/10	98,000Day	Hanjin	Trip out
14kt/52t	Cape Condo, 04	Del Xingang	Redel China	180,181dwt	Jul28/30	123,000Day	Armco	WausRd
14kt/52t	Madeira, 07	Del Xingang	Unptd	177,792dwt	Aug1/10	165,000Day	Drefus	4-5MoTrdg-Relet
14.75kt/34.5t	Augusta, 96	Unptd	Unptd	69,053dwt	Jan-Feb'09	53,000Day	SKShipp	35-37MoTrdg
14kt/36t	Newbuilding, 09	Del ExYardChina	Unptd	83,000dwt	Apr 2009	26,500Day	SKShipp	59-61MoTrdg
13.5kt/30.5t	Darya Radhe, 99	Del Skaw	Redel Skaw/Cape Passero	73,705dwt	Aug1/2	70,000Day	Cargill	TransAtlRd
14kt/34t	Torm Banholm, 04	Del Dneprobogsky	Redel Pass Muscat	75,912dwt	Aug8/10	99,000Day	ACTI	Trip Out Via Black Sea & MEGulf
14kt/34t	Sorrento, 04	Del Batangas	Redel China	76,633dwt	Jul29/31	53,000Day	Panocan	EaswRd
12.5kt/33t	NikosO, 82	Del San Ciprian	Redel Skaw/Cape Passero	58,420dwt	Aug1/5	55,000Day	CNR	ECUSRd
Unptd	Jahna Tapik, 06	Del Nagoya	Redel Singapore/Japan	51,966dwt	Jul27/29	48,000Day	Cargill	NoPacRd
Unptd	Eltanin, 99	Del Kavachi	Redel Continent/Baltic	46,693dwt	Aug4/8	35,000Day	M.U.R.	Trip Out Via Pt Elizabeth
13kt/25t	Vergina, 84	Del Richards Bay	Redel Far East Via So Africa	39,728dwt	Aug1/2	51,000Day	Oldendorff	1700,000GmBl; Trip out
13kt/25t	Ocean Lecler, 87	Del Manila	Redel No China Via Indo	26,583dwt	Jul30/5Aug	21,500Day	Tongji	Trip out
Unptd	Mola, 00	Del Ovendo	Redel Med Via ECSOAm	28,385dwt	Aug5/10	40,000Day	ACTI	Trip out

資料來源：Fairplay Weekly, 7 August 2008

### 五、成交後之作業

#### (1) 傭船契約成交後的船舶作業事項

1. 提供航次預估；
2. 向船長發出航程指示；
3. 指定港口代理；
4. 安排與船舶商業操作有關之公證，例如水呖公證、起租公證(*On Hire Survey*)。

船契約之合宜地執行。

2. 在履約過程中提供相關資訊，例如延滯費及傭船費之計算。若有履約爭議，提供航運慣例及法律諮詢意見。

## 二、對傭船契約內容之了解

船貨雙方基於本身之談判實力(船方市場或貨方市場)、個別運務情況等，了解所使用標準格式傭船契約之內容及特定條款之可能陷阱或問題。某一條款在前一次運務並無問題，但對本次仍可能產生問題。例如對船東而言，若本航次之裝卸港口船席易於擁擠者，應避免使用 *Berth Term*。因此，各條款之重要性依個別運務及外在環境而定。若認為重要，應為本次洽商之重點。判斷特定條款之重要性，可由下列方式得知：

- (1) 個人之工作經驗，對市場及時事之敏感及反應等能力。
- (2) 經由公司同事、長官之建議或業界之資訊得知。
- (3) 比較該運務(裝卸港、貨載等相同)所使用之空白格式的傭船契約及已使用過之既定格式傭船契約(*Proforma Charter Party*)之刪、增部分，以了解為何作此修改，過去往來電報亦可提供部分線索。
- (4) 由法院判例中得知常發生爭執之原因為何，若能在傭船契約條文中明定雙方之權利義務關係，可減少糾紛或保護己方權利。

## 三、傭船契約協商之基本原則

### (1) 授權保證(Warranty of Authority)

經紀人代理傭船人或船東洽定傭船契約時，必須有傭船人或船東本人(*Principal*)之真正授權，而且不得逾越授權範圍，否則皆成為無權代理人。無權代理人以他人之名義所為之法律行為，對於善意之相對人，負損害賠償責任(我國民法第 110 條)。若在代理權限內，以本人名義所為之意思表示，直接對本人發生效力(我國民法第 103 條)。一般經紀人協會均對經紀人之行為

作各種規定，例如波羅地海交易所之行規 (*The Baltic Exchange Code of Ethics*)。經紀人為避免因其過失、疏失，導致錯誤傳遞報價、還價資訊，而須直接對相對人負賠償責任，除應謹慎處理業務及嚴守行規外，亦可投保業務過失責任保險(*Professional Indemnity Insurance*)。

### (2) 確定報價(Firm Offer)原則

在洽商過程中，同一時間對同一筆交易(船/貨)僅能有一個確定報價，以避免發生同一船舶同時接受二批貨載，或同一貨載與二艘船舶成交之情況。因此，在報價有效期限(*Time Limitation*)後，或對方還價後(代表己方之要約失效，還價代表新要約)才能向另一人報價。亦可用尚待確認附加條件方式，預先第二、第三人等洽商交易之可能性。惟仍以確定報價未成交為前提，對第二、第三人等之報價才能依序成為確定報價。其優先次序為：

1. *Clean*，亦即確定報價(*Firm Offer*)；
2. *Subject Open* 或 *Subject Unfixed*；
3. *Subject Unfixed One*；
4. *Subject Unfixed Two, Subject Unfixed Two Three* 等。

但第三、第四次序之後，因將來成交之可能性不大，在實務上甚為罕見。

### (3) 參考意見(Indication)

有時為避免協商陷入僵局，而雙方亦不願在確定報價上作正式之修正、讓步，而可由傭船經紀人向對方之經紀人提出參考意見。有時己方之經紀人亦可能提供意見，供船東或傭船人參考，以修正其授權範圍。參考意見有如下之特性：

1. 並非報價(*Offer*)，因此，提供人不受拘束。
2. 為經紀人向授權之本人或他人提供船、貨、運費、貨量等情況參考資訊。
3. 可同時向多人提供。
4. 可包括經紀人對傭船契約條款作適當修正之建議。

### (4) 指定傭船契約之格式

上述之行規中揭示波羅地交易所之格言為：

1. 「一言九鼎」(Our Words Our Bond)。
2. 會員間須以口頭為其授權人訂約，書面部分僅作為後來確認之用。
3. 己所欲，施於人。

認為經紀人的下列之實務，不符合波羅地交易所之行規：

1. 在無船東或準船東(如光船租船人)之授權下，以訂約者或投機者之身分對特定船舶或貨載報價，從中謀利。
2. 為了獲取授權人(Principal)之還價，而以電報或其他方式暗示其手上握有確定之船舶或貨載可洽談，但事實上並非如此。
3. 以未經確定或不明之索賠(如積欠佣金)，而扣抵由其經手之傭船費。
4. 扣留船東已賺取或已受支付之運費或傭船費，作為其佣金之支付。
5. 利用由波羅地交易所取得之資訊與海外授權人(或該授權人之本地經紀人)不經由波羅地交易所，而在所外交易。
6. 提供波羅地交易所內之資訊給海外之經紀人或其本地之代理人，使其與波羅地交易所之會員或該會員之海外代理人或經紀人達成交易。

其他事項：

1. 對善意不知情之商情的引述，應盡其可能方法調查，並將調查結果告知任何考慮進行洽談此一運務之人(包括授權之本人及其經紀人)。
2. 若未能進行上述之調查，則應將未調查之情況清楚告知有意進行交易之授權人或其經紀人。

### 第三節 報價還價之電報實例

在租傭船洽攬過程中使用之電報(或e-mail)往來實務，其通常格式如下：

#### 一、論程傭船

洽商論程傭船之報價電報格式如下：

---REPLY BY: (TIME LIMIT)(WHERE)	(回電之期限及地點)
---FOR ACCOUNT OF:	(客戶之名稱)
---NAME OF SHIP & ITS DESCRIPTION	(船舶名稱及其陳述)
---CARGO & QUANTITY	(貨物名稱及其數量)
---LOAD BERTHS/PORTS	(裝載港/船席)
---DISCHARGE BERTHS/PORTS	(卸載港/船席)
---LAYDAYS/CANCELLING	(最早及最晚裝船日期)
---LOADING RATE	(裝載之速率)
---DISCHARGING RATE	(卸載之速率)
---RATE OF FREIGHT & BASIS OF PAYMENT	(運費費率及付費之基礎)
---LOADING/DISCHARGING COST	(裝卸費用)
---DEMURRA GE/DESPATCH	(延滯費及快速費)
---COMMISSIONS	(佣金)
---CHARTERPARTY FORM	(使用之傭船契約格式)
---SUBJECTS	(尚待確認之條件)

以下以實例說明雙方當事人如何以電報往來，洽談運務或確認談判結果。

#### (1) 傭船人之經紀人致船東之電報

(Message timed 14th May 1000 hours):

FIRM OFFER FOR REPLY HERE LATEST BY 14TH MAY 1200 HOURS

GENEVA TIME

## Quote

---FOR ACCOUNT ABACUS CHARTERING SA, GENEVA  
(OR NOMINEE)

---MV "MERIDIAN MERCHANT" OR SUBSTITUTES  
SD14 MARK II  
BUILT 1973

PLEASE ADVISE CLASSIFICATION STATUS, FULL DESCRIPTION &  
PRESENT ITINERARY

--- 12500 METRIC TONNES 5 PERCENT MORE OR LESS BAGGED  
SULPHATE OF POTASH STOWING AROUND 50 CUBIC FEET PER  
METRIC TONNE

---LOADING 1/3 SAFE BERTHS ANTWERP

---DISCHARGING 1/3 SAFE BERTH KARACHI

---LAYDAYS/CANCELLING 25/30 MAY

---1000 METRIC TONNES LOAD/1000 METRIC TONNES DISCHARGE  
SUNDAYS AND HOLIDAYS EXCEPTED AT LOAD FRIDAYS AND  
HOLIDAYS EXCEPTED AT DISCHARGE

---FREIGHT: UNITED STATES DOLLARS 30 PER METRIC TONNE FREE  
IN AND OUT AND STOWED

---DEMURRAGE US\$3000 DAILY/HALF DESPATCH ON LAYTIME SAVED  
BOTH ENDS

---5 PERCENT TOTAL COMMISSION (INCLUDING 2.5 PERCENT  
ADDRESS COMMISSION)

---BASED CHARTERER'S PROFORMA MULTIFORM CHARTERPARTY  
DATED 1/1/85

---SUBJECT STEM, SHIPPERS AND RECEIVERS APPROVAL

## Unquote

上述電報經紀人引述(Quote)自備船人之電報，表明其對運價條件之開價，及結束引述(Unquote)。

## (2)船東之經紀人致備船人之回電

(Message timed London 14th May 1030 hours):

OWNERS THANK CHARTERERS FOR THEIR FIRM OFFER AND  
COUNTER OFFER FIRM AS FOLLOWS, FOR REPLY LONDON LATEST  
BY 1115 HOURS:

## Quote

---OWNERS ACCEPT CHARTERERS' FIRM OFFER, EXCEPT.....

---12500 TONNES BAGGED SULPHATE OF POTASH (5 PERCENT MORE  
OR LESS OWNER'S OPTION) STOWING MAXIMUM 50 CUBIC FEET  
PER M TONNE

---LOADING 1SB ALWAYS AFLOAT ANTWERP

---DISCHARGING 1SB AA ALWAYS ACCESSIBLE KARACHI

---LAY/CAN 25 MAY/5 JUNE

---1500 M TONNES LOAD SHEX UNLESS USED/1500 M TONNES  
DISCHARGE FHEX UU PER WORKING DAY OF 24 CONSECUTIVE  
HOURS WEATHER PERMITTING BOTH ENDS

---US\$34 PER M TONNE FIOS

---DEMURRAGE US\$3250 DAILY OR PRO RATA/HDLSBENDS

---SUB OWNER'S APPROVAL CHARTERER'S MULTIFORM PROFORMA  
DATED 1ST JANUARY 1985

---SUB STEM, SHIPPERS' AND RECEIVERS' APPROVAL LATEST BY  
1700 HOURS LONDON TIME TODAY 14TH MAY

---VESSEL'S DETAILS:

GREEK FLAG BUILT 1973

SD14 MARK II

HIGHEST CLASS LLOYD'S REGISTER

5 HOLDS/5 WEATHER DECK HATCHES

FLUSHTWEENS IN NOS 1, 2, 3 & 4

NO 5 A SINGLE HOLD LOCATED AFT OF BRIDGE/ENGINES

DERRICKS: 1×50, 4×10, 6×5 M TONNES SWL (Safe Working Load)

15240 M TONNES SUMMER DEADWEIGHT ON  
8.86 METRES SALTWATER DRAFT  
689350 CUBIC FEET BALE IN HOLDS AND TWEENS

---VESSEL'S ITINERARY:

NOW DISCHARGING SUGAR IN LONDON AND EXPECTED READY TO  
LOAD THIS CARGO ABOUT 25TH MAY, ALL GOING WELL.

Unquote

上述電報為船東之還價，除將運費提高外，對裝卸速率及延滯費亦作還價，此外亦應備船人之要求，告知船舶之規格及目前之船舶之所在位置。

(3) 僱船人之經紀人致船東之回電

(Message timed London 14th May 1100 hours):

FIRM COUNTER-OFFER FOR REPLY GENEVA LATEST 14TH MAY 1230  
HOURS LOCAL

Quote

---CHARTERERS ACCEPT OWNER'S COUNTER-OFFER, EXCEPT:

---BAGGED SULPHATE OF POTASH STOWING ABOUT 50 CUBIC FEET  
PER M TONNE

---L 1/2 SBS AA ANTWERP

---D 1/2 SBS AA KARACHI

---LAY/CAN 25 MAY/30 MAY

---1250 M TONNES LOAD/1000M TONNES DISCHARGE PER WEATHER  
WORKING DAY OF 24 CONSECUTIVE HOURS, EVEN IF USED BOTH  
ENDS

US\$31 PER M TONNE

---SUB STEM, SHIPPERS AND RECEIVERS APPROVAL LATEST BY 1000  
HOURS GENEVA TIME 15TH MAY

Unquote

在上述及下列之電報中，雙方之報價還價項目及差異漸縮小。

(4) 船東之經紀人回電

(Message timed London 14th May 1115hours):

OWNERS COUNTER FIRM FOR REPLY LONDON 1145 HOURS

Quote

---CHARTERER'S LAST ACCEPTED, EXCEPT:

---LAY/CAN 25 MAY/2 JUNE

---1250 M TONNES DISCHARGE

---US\$33 PER M TONNE

Unquote

(5) 僱船人之經紀人回電

(Message timed London 14th 1130 hours):

CHARTERERS COUNTER FIRM FOR REPLY LATEST 1245 HOURS  
GENEVA

Quote:

---LAY/CAN 25/31 MAY

---1000 M TONNES DISCHARGE

---US\$32 PER M TONNE

Unquote

(6) 船東之經紀人回電

(Message time London 14th May 1140 hours):

OWNERS ACCEPT CHARTERER'S LAST, EXCEPT:

Quote

---LAY/CAN 25 MAY/1 JUNE

---USD\$33 PER M TONNE

---FIRM FOR REPLY HERE LATEST BY 1200 HOURS

Unquoted

(7) 僱船人之經紀人回電

(Message time London 14th May 1155 hours):

CHARTERERS REPEAT THEIR LAST FIRM COUNTER-OFFER, EXCEPT:

Quote

---FREIGHT USD32.50 PER M TONNE

---FIRM FOR REPLY LATEST GENEVA 1300 HOURS

Unquote

(8) 船東之經紀人最後確認電報

(Message time London 14th May 1230 hours)

Quote

“OWNERS ACCEPT CHARTERERS’ COUNT-OFFER SUBJECT OWNER’S APPROVAL OF CHARTERER’S MULTIFORM CHARTER PARTY PROFORMA AND ANY FURTHER DETAILS, AND SUBJECT STEM, SHIPPER’S AND RECEIVERS’ APPROVAL LATEST BY 1000 HOURS GENEVA TIME MAY 15TH.”

Unquote

(9) 成交後

由僱船人之經紀人將上述之往來電報整理出最後之成交條件，發出成交書(Fixture Note)電報如下：

Quote

---THANKS FOR THE SUPPORT SO FAR AGREEMENT REACHED AS FOLLOWS:

---ACCOUNT ABACUS CHARTERING SA, GENEVA, OR NOMINEE

---MV “MERIDIAN MERCHANT”

GREEK FLAG

BUILT 1973

SD14 MARK II

HIGHEST CLASS LLOYD’S REGISTER

5HOLDS/5 WEATHER DECK HATCHES

FLUSHTWEENS IN NOS 1, 2, 3 & 4

NO 5 A SINGLE HOLD LOCATED AFT FOR BRIDGE AND ENGINES

DERRICKS: 1x50, 1x10 & 6x5 M TONNES SWL

15240 M TONNES SUMMER DEADWEIGHT ON 8.86 MEWES

SALTWATER DRAFT

689350 CUBIC FEET BALE CAPACITY IN HOLDS AND TWEENS

---NOW DISCHARGING SUGAR IN LONDON AND EXPECTED READY TO

LOAD THIS CARGO ABOUT 25TH MAY, ALL GOING WELL

---12500 M TONNES 5 PERCENT MOLOO BAGGED SULPHATE OF

POTASH STOWING ABOUT 50 CUBIC FEET PER M TONNE

---L 1/2 SBS AA ANTWERP

---D 1/2 SBS AA KARACHI

---LAY/CAN 25/31 MAY

---1250 M TONNES LOAD PER WWDAY OF 24 CONSECUTIVE HRS SHEX

EIU

---1000 M TONNES DISCHARGE PER WWDAY OF 24 CONSECUTIVE HRS

FHEX EIU

---FRT US\$32.50 PER M TONNE FIOS

---DEMURRAGE U\$3250 DAILY OR PRO RATA/HD LTSBENDS

---5 PER CENT TTL COMM

SUB OWNERS APPROVE CHARTRS’ PROFORMA MULTIFORM DD

1/1/85 SUB STEM, SHIPPERS & RECEIVERS APPROVAL LATEST BY

1100 HRS GENEVA TIME 15TH MAY

Unquote

(10)船東之經紀人向僱船人之經紀人表示，船東已同意其所附之條件(僱船契約格式)

(Message timed London 14th May 1500 hours):

Quote

OWNERS ACCEPT CHARTERER'S PROFORMA MULTIFORM CHARTERPARTY DATED 1ST JANUARY, 1985, WITH LOGICAL AMENDMENTS IN ACCORDANCE MAIN TERMS, EXCEPT:

(Thereafter owners' desired alternations are listed and identified under appropriate lines and/or clauses of the proforma charterparty)

FIRM FOR REPLY LONDON LATEST 1600 HOURS TODAY

Unquote

## 二、其他電報格式

### (1)論時僱船

電報報價與還價電報格式與論程僱船有所差異，其主要之內容如下：

---REPLY BY: (TIME LIMIT)(WHERE?)	(回電之期限及地點)
---FOR ACCOUNT OF:	(客戶之名稱)
---NAME OF SHIP & ITS DESCRIPTION	(船舶名稱及其陳述)
---DELIVERY	(交船地點)
---PERIOD OR TRIP	(僱船期間或航次論時僱船)
---REDELIVERY	(還船地點)
---TRADING AREA & EXCLUSIONS	(航行區域限制)
---INTENDED TRADE	(預定承運之運務)
---PERMITTED CARGOES & EXCLUSIONS	(可裝載及不可裝載之貨物)
---HIRE AND BALLAST BONUS/	(僱船費(租金)及空放獎金，

WHEN, WHERE & HOW PAID

包括在何地以何種方式支付)

---BUNKERS

(交還船時之剩油)

---COMMISSIONS

(佣金)

---CHARTERPARTY FORM

(使用之僱船契約格式)

---SUBJECTS

(尚待確認之條件)

### (2)其他電報舉例〈一〉

FM YML TPE

DD 05/23/88

NO MTD 21179

SUBJ: "MING AUTUMN" OR SUBS SISTER VSL FR T/C

WE WUD LIKE TO OFFER PER FLWG TERMS/CONDS FR REPLY BY 1500HRS MAY/24 TPE TM:

"MING AUTUMN" OR SUBS SISTER VSL ROC FLAG BLT 1978 28,651.95

DWT ON 10.672M. BULK CARRIER LOA 563'8" BEAM 90'6-5/8"

GRAIN/BALE : 1,336,157/1,288,325 CUFT 5/HO/9 HA CRANES : 3×20T,

2×15T 14.5/37/1,500'2.6 DO HATCH SIZE : NO.1)13.30M×10.50M

NO.2/4)26.40M×10.90M×2 NO.3/5)13.6M×10.90M×2

AUSSIE LADDER FIITTD ITF OKAY ALL FIG ABT

- VSL'S ECONOMICAL SPEED/CONSUMPTN: ABT 14.5 KNOT ON 37 MT

F.O. PLUS 2.6 MT D.O. (OR 14 KNOTS ON 33 MT F.O.)

- DEL DOP 1 SP TWN

- T/C PERIOD: 1 YEAR

- REDEL DLOSP 1 SP S. JPN-SINGAPORE RANGE

- TM OF DEL: JUNE/10-JULY/10/88

- DAILY HIRE USD7800 NET TO OWNRS N TB PAID MONTHLY IN

ADVANCE - CHTRS TO PAY USD6000 WHEN REDEL ILOHC N PAY

BONUS USD4000 TO CREWS PER SHPMNT FR CLEANING HOLD IN INTERMEDIATE SHIPMNT.

- BUNKER QTTY ON DEL AS ON BOARD W IN APPROXIMATE SAME QTTY WHEN REDEL BOTH SUFFICIENT TO REACH NEAREST MAIN BUNKERG PORT. BUNKER PRICE AT USD 102 PER METRIC TON FR FUEL OIL AND USD214 PER METRIC TON FR MARINE DIESEL OIL, BOTH ENDS. BUNKER COST TB PAID WITH FIRST HIRE
- THE CHTRS TO HAVE THE OPTION OF SUBLETG THE VSL TO OTHER CHTRS, GIVE DUE NOTICE TO THE OWNRS AND BE SUBJECT TO THE OWNRS' APPROVAL, BUT THE ORIGINAL CHTRS TO REMAIN RESPONSIBLE TO THE OWNRS FR THE FULFILLMENT OF THIS C/P
- JOINT ON-HIRE SURVEY TO BE HELD AT OWNRS' TIME/ACCT AND JOINT OFF-HIRE SURVEY TO BE HELD AT CHTRS' TIME/ACCT – CGO EXCLUSIONS:  
CHTRS MAY COMMIT ANY LAWFUL MERCHANDISE EXCEPT LIVESTOCK, EXPLOSIV (BLACK POWDER, BLASTG CAPS, DETONATORS, BOMBS, DYNAMITE, TNT, ARMS N AMMUNITN). ACIDS, ASPHALT, PITCH, FISHMEAL, AMMONIUM NITRATE, DANGEROUS N/OR INFLAMMABLE CGOS, MAHOGANY LOGS, SCRAP, PETROLEUM N ITS PRODUCTS, FUEL, RADIOACTV MATERIALS, CONCENTRATES, PETCOKE
- TRADING EXCLUSIONS:  
TRADG ALWAYS WITHIN IWL BUT EXCL .....
- OWISE SUB DTLN OWNRS P/F C/P BSS ON NYPE  
PLS INVITE FC CHTRS' FIRM COUNTER WITH CHTRS' FULL STYLE/  
BACKGROUND

RGDS

(3)其他電報舉例〈二〉

XXXX(船名)

Pleased to Confirm Following Recap of Fixture:

-MV XXXX

ROC Flag Built 1991

149507mt Dead Weight on 17.325m

Length over All (LOA)270m, Beam 43m

9 Holds/Hatched 5,812,717 Cubic Feet, Grain

Tons per Centermeter (TPC)106mt

Figures all about

- 120,000 Long Tons (LT)10% Coal in Bulk More or Less Owners Option (MOLOO)or in Charterers Option
- 140,000 Long Ton (LT)10% MOLOO Iron Ore in Bulk or Iron Ore Concentrates in Bulk or Iron Ore Pellets in bulk, Excluding DRI. Cargo always to be Loaded in accordance with International Maritime Organization (IMO)Regulations.
- 1 and/or 2 Safe Berths of 1 Safe Port New South Wales (NSW) (Intention Newcastle) or in Charterers Option 1 and/or 2 Safe Berths of 1 Safe Port out of Dampier/Walcott/Hedland
- 1 and/or 2 safe Berths of each 1 and/or 2 Safe Port Kashima and/or Wakayama, But Kashima is Always 1st or Sole Discharging Port Where Charterers Guarantee 17.5 meters Salt Water Arrival Draft
- Laycan (Layday commence and cancelling day: 17- 29th March for Coal or 15 - 27th March for Iron Ore