

曳船約款

社団法人 日本港湾タグ事業協会

(昭和46年2月1日改正)

曳船による曳船作業はこの約款の定める所による。

1. この約款において

- イ. 「本船」とは、その船舶のため曳船が曳船作業を行う船舶をいう。
- ロ. 「曳船作業」とは、本船を押し若しくは曳きその他本船の操縦を援けるために曳船が行うすべての作業をいう。
- ハ. 「曳船作業中」とは、曳船が本船との曳索の受け渡しをした時あるいは曳船作業について本船船長から直接指揮をうけることができる状態に入った時の何れか早い時点から、曳船作業を終了して本船との曳索をはなした時あるいは本船から安全な位置まで離れた時の何れか遅い時点までの期間をいう。

2. 曳船の船長及び乗組員は、本船船長の指揮に従って曳船作業を行うものであり

- イ. 曳船船主及びその使用人は、曳船作業中に生じた本船の滅失若しくは損害又は本船上にある人命若しくは物の損害に関して損害賠償の責を負わない。
 - ロ. 本船船主は、曳船作業中に生じた曳船の滅失若しくは損害又は曳船上にある人命の損害に関して損害賠償の責を負う。
 - ハ. 本船船主は、曳船作業中生じた第三者の損害に関して曳船船主が損害賠償する責を負う場合においては、当該損害賠償について補償するものとする。
- ただし上記の滅失又は人命若しくは物の損害が曳船船主あるいはその使用人が曳船を曳船作業に堪える状態におくことあるいは本船船長の指揮に従うことにつき相当の注意を尽くさなかったことにより生じたことを本船船主が証明した場合においてはイ、ロ、ハ、各号は適用しない。

3. 曳船船主は争議行為、人命若しくは遭難船舶の救助その他曳船船主の責に帰すことのできない事由が生じたために曳船が約定の時刻に作業を提供する場所に到着できなかったときは、遅延により本船に生じた損害に関し損害賠償の責を負わない。

4. 曳船船長は、曳船作業中に人命若しくは遭難船舶の救助のため必要があると認めるときは、本船船長の諒解を得た上で曳船作業を中止してこれに赴くことがある。

5. 曳船船長は、曳船作業中に本船、曳船又は第三者に切迫した危険が生じこれを避けるために必要な措置をとることについて本船船長の指揮を受けるいとまがないときは、本船船長の指揮によらないで当該危険を避けるために必要な措置をとることができる。

6. この約款の解釈及びこの約款に定めのない事項は、日本国の法令及び慣習によるものとする。

7. この約款に関して曳船船主及び本船船主間に争を生じたときは社団法人日本海運集会所に仲裁判断を依頼しその選定に係る仲裁人の裁定を最終のものとしてこれに従うものとする。

以上

GENERAL TOWAGE CONDITIONS
THE JAPAN HARBOUR TUGOWNERS' ASSOCIATION
(Revised February 1st, 1971)

Tugowners shall apply the towing service only as stipulated in the following conditions.

1. The following words referred to in the conditions are defined:
 - (a) "Hirer's vessel" shall mean a vessel for which the towing service is supplied.
 - (b) "Towing service" shall mean all the services rendered by the tugs for holding, pushing, pulling or moving the Hirer's vessel and/or assisting the vessel's handling in any other ways.
 - (c) "While towing" shall mean the period commencing when the lines/ropes have been passed to or by the tug or when the tug is in a position to receive instructions direct from the master of the Hirer's vessel, whichever is the sooner, and ending when the lines/ropes have been cast off after completing the towing service or when the tug is safely clear of the Hirer's vessel, whichever is the later.
2. While towing, the master and crew of the tug, considered as employees of the owners of the Hirer's vessel, shall follow instructions given by the master of the Hirer's vessel. In this connection, instructions given by any person aboard the Hirer's vessel to the master or crew of the tug shall be construed as due instructions of the master of the Hirer's vessel. Therefore,
 - (a) The Tugowner and his employees shall in no case be held liable for loss/damage, sustained while towing, to the Hirer's vessel, or injury/damage to any person or property aboard the Hirer's vessel;
 - (b) The owner and master of the Hirer's vessel shall be liable for and bear loss/damage to the tug or injury to any person aboard the tug caused while towing;
 - (c) The owner and master of the Hirer's vessel shall indemnify the Tugowner in case the Tugowner is held liable for damage/injury to a third party while towing;

Provided that any such liability for loss, damage or injury as above set out is not caused by want of reasonable care on the part of the Tugowner to make his tugs sea-worthy for the navigation of the tugs during the towing or other services...the burden of proof of any failure to exercise such reasonable care being upon the owner of the Hirer's vessel.

3. The Tugowner shall not be held liable for any damage caused to the Hirer's vessel or any persons aboard the Hirer's vessel due to delay in arrival at a designated time at the place of towing service, resulting from weather conditions, labour disputes, perils in navigating waters, restrictions on navigation, rescue of lives and distressed ships and all other causes not attributable to the Tugowner.
4. The master of the tug shall be at liberty to suspend the towing service after obtaining the consent of the master of the Hirer's vessel, in order to proceed for rescue of lives or ships *in distress deemed* necessary while towing. In this case, the Tugowner shall not be held liable for any loss/damage/injury that may arise through the suspension of the towing service.
5. The master of the tug shall be at liberty to take necessary steps, while towing, to avoid *immediate* danger of the Hirer's vessel, tug or third party, without the instructions from the master of the Hirer's vessel provided that there is no time to receive the above instructions for avoiding such impending danger apprehended.
6. In interpreting the Towage Conditions and also on matters not stipulated herein, the laws of Japan and common maritime customs shall be conformed with.
7. Any disputes arising under these conditions shall be submitted to arbitration held in Tokyo by the Japan Shipping Exchange, Inc., and the award given by the arbitrators shall be final and binding.