

澳門特別行政區**REGIÃO ADMINISTRATIVA ESPECIAL
DE MACAU****行政長官辦公室****GABINETE DO CHEFE DO EXECUTIVO****第 393/2015 號行政長官批示****Despacho do Chefe do Executivo n.º 393/2015**

行政長官行使《澳門特別行政區基本法》第五十條賦予的職權，並根據第16/2006號行政法規《退休基金會的組織及運作》第五條第一款、第四款及第六款的規定，作出本批示。

Usando da faculdade conferida pelo artigo 50.º da Lei Básica da Região Administrativa Especial de Macau e nos termos dos n.ºs 1, 4 e 6 do artigo 5.º do Regulamento Administrativo n.º 16/2006 (Organização e funcionamento do Fundo de Pensões), o Chefe do Executivo manda:

一、委任劉德學以兼職方式擔任退休基金會行政管理委員會行政管理人，以代替雪萬龍，任期由二零一五年十二月一日至二零一七年十一月三十日止。

1. É nomeado, em regime de acumulação, Liu Dexue como administrador a tempo parcial do Conselho de Administração do Fundo de Pensões, em substituição de Manuel Joaquim das Neves, pelo período de 1 de Dezembro de 2015 a 30 de Novembro de 2017.

二、委任容光耀以兼職方式擔任退休基金會行政管理委員會行政管理人，以代替葉炳權，任期由二零一五年十二月二十日至二零一七年十月三十一日止。

2. É nomeado, em regime de acumulação, Iong Kong Io como administrador a tempo parcial do Conselho de Administração do Fundo de Pensões, em substituição de Ip Peng Kin, pelo período de 20 de Dezembro de 2015 a 31 de Outubro de 2017.

三、本批示委任的行政管理人每月有權收取相等於行政管理委員會主席薪俸之百分之二十的報酬。

3. Os administradores ora nomeados têm direito a uma remuneração mensal correspondente a 20% do vencimento do presidente do mesmo Conselho.

二零一五年十一月三十日

30 de Novembro de 2015.

行政長官 崔世安

O Chefe do Executivo, *Chui Sai On*.

第 394/2015 號行政長官批示**Despacho do Chefe do Executivo n.º 394/2015**

行政長官行使《澳門特別行政區基本法》第五十條賦予的職權，並根據第16/2006號行政法規《退休基金會的組織及運作》第十三條第一款及第三款的規定，作出本批示。

Usando da faculdade conferida pelo artigo 50.º da Lei Básica da Região Administrativa Especial de Macau e nos termos dos n.ºs 1 e 3 do artigo 13.º do Regulamento Administrativo n.º 16/2006 (Organização e funcionamento do Fundo de Pensões), o Chefe do Executivo manda:

一、委任歐陽瑜為退休基金會監察委員會主席，以代替劉德學，任期由二零一五年十二月一日至二零一七年六月三十日止。

1. É nomeada presidente da Comissão de Fiscalização do Fundo de Pensões, Ao Ieong U, em substituição de Liu Dexue, pelo período de 1 de Dezembro de 2015 a 30 de Junho de 2017.

二、委任張少雄為退休基金會監察委員會成員，任期由二零一五年十二月一日至二零一七年六月三十日止。

2. É nomeado membro da Comissão de Fiscalização do Fundo de Pensões, Cheong Sio Hong, pelo período de 1 de Dezembro de 2015 a 30 de Junho de 2017.

三、監察委員會主席及成員每月有權收取分別相等於公共行政薪俸表一百一十點及九十點的報酬。

3. A presidente e o membro ora nomeados têm direito a uma remuneração mensal correspondente ao índice 110 e 90, respectivamente, da tabela indiciária da Administração Pública.

二零一五年十一月三十日

30 de Novembro de 2015.

行政長官 崔世安

O Chefe do Executivo, *Chui Sai On*.

第 126/2015 號行政長官公告**Aviso do Chefe do Executivo n.º 126/2015**

中華人民共和國於二零零五年六月十七日以照會通知國際海事組織秘書長，一九七四年十二月十三日訂於雅典的《1974年

Considerando que a República Popular da China, por nota datada de 17 de Junho de 2005, notificou o Secretário-Geral da Organização Marítima Internacional sobre a aplicação na Re-

海上旅客及其行李運輸雅典公約》(下稱“公約”)適用於澳門特別行政區;

國際海事組織秘書長於二零零五年六月三十日以照會確認公約自二零零五年六月二十四日起適用於澳門特別行政區;

基於此,行政長官根據第3/1999號法律《法規的公佈與格式》第六條第一款的規定,命令公佈上指公約的中文及英文文本。

二零一五年十一月二十六日發佈。

行政長官 崔世安

gião Administrativa Especial de Macau da Convenção de Atenas de 1974 relativa ao Transporte de Passageiros e Bagagens por Mar, concluída em Atenas em 13 de Dezembro de 1974, adiante designada por Convenção;

Considerando ainda que o Secretário-Geral da Organização Marítima Internacional, por nota datada de 30 de Junho de 2005, confirmou que a Convenção é aplicável na Região Administrativa Especial de Macau desde 24 de Junho de 2005;

O Chefe do Executivo manda publicar, nos termos do n.º 1 do artigo 6.º da Lei n.º 3/1999 (Publicação e formulário dos diplomas), a referida Convenção nos seus textos em línguas chinesa e inglesa.

Promulgado em 26 de Novembro de 2015.

O Chefe do Executivo, *Chui Sai On*.

1974 年海上旅客及其行李運輸雅典公約

本公約各締約國，

認識到通過協議就有關海上運輸旅客及其行李制定若干規則的願望，

決定為此締結一公約，並達成協議如下：

第 1 條

定義

在本公約中，下列用語的含義為：

1. (a) “承運人” 係指由其或以其名義訂立運輸合同的人，而不論該運輸實際由其履行或由履行承運人履行；

(b) “履行承運人” 係指承運人以外的、實際履行全部或部分運輸的船舶所有人、承租人或經營人；

2. “運輸合同” 係指由承運人或以其名義訂立的海上運輸旅客或旅客及其行李的合同；

3. “船舶” 僅指海船，不包括氣墊船；

4. “旅客” 係指船舶上運輸的下列任何人：

(a) 根據運輸合同運輸的人，或

(b) 經承運人同意，伴隨由不受本公約制約的貨物運輸合同規定的車輛或活動物的人；

5. “行李” 係指承運人根據運輸合同運輸的任何物品或車輛，但不包括：

(a) 根據租船合同、提單或主要與貨物運輸有關的其他合同所運輸的物品和車輛，和

(b) 活動物；

6. “自帶行李”係指旅客在其客艙內的行李，或其他由其攜帶、保管或控制的行李。除適用本條第 8 款和第 8 條者外，自帶行李包括旅客在其車內或車上的行李；

7. “行李滅失或損壞”包括在運輸或本應運輸行李的船舶到達後的合理時間內，未能將該行李交還旅客而引起的經濟損失，但不包括勞資糾紛引起的延誤；

8. “運輸”包括下列期間：

(a) 對旅客及其自帶行李而言，旅客和（或）其自帶行李在船上期間，或上下船期間，以及旅客及其自帶行李從岸上經水路運輸至船上或從船上經水路運輸至岸上的期間，但以該運輸的費用已包括在客票價之內，或用於此種輔助運輸的船舶已由承運人交旅客支配為條件。但對旅客而言，“運輸”不包括旅客在海運港站或碼頭上，或在其他港口設施之中或之上的期間；

(b) 對自帶行李而言，如該行李已由承運人或其僱用人或代理人接收但尚未還給旅客，則運輸也包括旅客在海運港站或碼頭上或其他港口設施之中或之上的期間；

(c) 對自帶行李以外的其他行李而言，指自承運人或其僱用人或代理人在岸上或在船上接收行李之時起至承運人或其僱用人或代理人將該行李交還之時止的期間；

9. “國際運輸”係指按照運輸合同，起運地和目的地位於兩個不同的國家之內，或雖位於同一國家之內，但根據運輸合同或船期表，中途停靠港在另一國家之內的任何運輸；

10. “本組織”係指政府間海事協商組織。

第 2 條

適用

1. 本公約適用於下列條件下的任何國際運輸：

(a) 船舶懸掛本公約某一締約國的國旗，或在本公約某一締約國內登記，或

(b) 運輸合同在本公約某一締約國內訂立，或

(c) 按照運輸合同，起運地或目的地位於本公約某一締約國內。

2. 雖有本條第 1 款的規定，如根據有關以另一種運輸方式運輸旅客或行李的任何其他國際公約的規定，而運輸受該公約規定的某種民事責任制度的制約，則在這些規定強制適用於海上運輸的範圍內，本公約不適用。

第 3 條

承運人的責任

1. 對因旅客死亡或人身傷害和行李的滅失或損壞造成的損失，如造成此種損失的事故發生在運輸期間，並且是因承運人或其受僱範圍內行事的僱傭人或代理人的過失或疏忽所致，則承運人應負賠償責任。

2. 對於造成滅失或損壞的事故發生在運輸期間及滅失或損壞的程度，索賠人應負責舉證。

3. 如果旅客的死亡或人身傷害或自帶行李的滅失或損壞，係因船舶沉沒、碰撞、擱淺、爆炸或火災，或船舶的缺陷所致，或與此有關，則除非提出反證，否則應推定承運人或其受僱範圍內行事的僱傭人或代理人有過失或疏忽。對於其他行李的滅失或損壞，不論造成滅失或損壞事故的性質如何，除非提出反證，否則應推定有此種過失或疏忽。在所有其他情況下，索賠人應對過失或疏忽負責舉證。

第 4 條

履行承運人

1. 承運人將全部或部分運輸委託履行承運人履行時，仍應依照本公約的規定對全部運輸負責。此外，履行承運人對其履行的那部分運輸，應受本公約的約束，並享有本公約規定的權利。

2. 對由履行承運人履行的運輸，承運人應對履行承運人及其受僱範圍內行事的僱傭人和代理人的行為和不為負責。

3. 任何使承運人承擔非由本公約所加予的義務或放棄本公約所賦予的權利的特別協議，只有經履行承運人書面明文同意，才能對履行承運人產生影響。

4. 如果承運人和履行承運人均負有責任，則在此範圍內，他們應負連帶責任。

5. 本條規定不妨害承運人和履行承運人之間的任何追償權利。

第 5 條

貴重物品

承運人對貨幣、可流通證券、黃金、銀器、珠寶、裝飾品、藝術品或

其他貴重物品的滅失或損壞不負責任，除非出於雙方同意的安全保管目的，此種貴重物品已交由承運人保管。在此情況下，除已按第 10 條第 1 款商定更高限額外，承運人的責任以第 8 條第 3 款規定的限額為限。

第 6 條

自身過失

如經承運人證明，旅客的死亡或人身傷害或其行李的滅失或損壞，係該旅客的過失或疏忽所造成或促成，則受案法院可按該法院地的法律規定，全部或部分地免除承運人的責任。

第 7 條

人身傷亡的責任限額

1. 承運人對每一旅客的死亡或人身傷害所承擔的責任，在任何情況下，每次運輸不得超過 700 000 法郎。如依照受案法院地的法律損害賠償金以分期付款方式支付，則這些付款額相應的本金價值不得超過上述限額。

2. 雖有本條第 1 款的規定，本公約任何締約國的國內法仍可為作為該國國民的承運人規定對每一旅客的更高責任限額。

第 8 條

行李滅失或損壞的責任限額

1. 承運人對自帶行李的滅失或損壞的責任，在任何情況下每位旅客每次運輸不得超過 12 500 法郎。

2. 承運人對車輛，包括車內或車上所有行李的滅失或損壞所承擔的責任，在任何情況下每一車輛每次運輸不得超過 50 000 法郎。

3. 承運人對本條第 1 款和第 2 款所述者外的其他行李的滅失或損壞的責任，在任何情況下每位旅客每次運輸不得超過 18 000 法郎。

4. 承運人和旅客可以商定承運人的免賠額，但對每一車輛的損壞的免賠額不超過 1 750 法郎，對其他行李的滅失或損壞的免賠額，每位旅客不超過 200 法郎。上述免賠額應從滅失或損壞中扣除。

第 9 條

貨幣單位和折算

1. 本公約中所指的法郎，應視為一個由純度為千分之九百的黃金 65.5 毫克構成的單位。

2. 第 7 條和第 8 條所述金額，應按判決之日或雙方同意之日受案法院地國家貨幣的官方價值，參照本條第 1 款規定的單位，折算成該國貨幣。如無此種官方價值，有關國家主管當局應確定本公約所指的官方價值。

第 10 條

責任限額的補充規定

1. 承運人和旅客可以書面明文商定高於第 7 條和第 8 條規定的責任限額。

2. 第 7 條和第 8 條規定的責任限額，不應包括損害賠償金的利息和訴訟費。

第 11 條

承運人的僱傭人的抗辯和責任限制

如就本公約規定的損失向承運人或履行承運人的僱傭人或代理人提起

訴訟，這些僱傭人或代理人如證明是在其受僱範圍內行事，便有權援引承運人或履行承運人依照本公約享有的抗辯和責任限制的權利。

第 12 條

賠償總額

1. 在第 7 條和第 8 條規定的責任限制有效時，這些限制應適用於任何一名旅客的死亡或人身傷害或其行李的滅失或損壞所引起的所有索賠中應得的賠償總額。

2. 對由履行承運人履行的運輸，從承運人、履行承運人和其在受僱範圍內行事的僱傭人和代理人所取得的賠償總額，不得超過按本公約規定可從承運人或履行承運人取得的最高金額，但上述任何人都不應對超過適用於他的責任限制的金額負責。

3. 在承運人或履行承運人的僱傭人或代理人根據本公約第 11 條有權援引第 7 條和第 8 條規定的責任限制的任何情況下，從承運人或履行承運人以及從該僱傭人或代理人取得的賠償總額，不得超過這些責任限制。

第 13 條

責任限制權利的喪失

1. 如經證明，損失係承運人故意造成，或明知可能造成此種損失而輕率地採取的行為或不為所致，承運人便無權享有第 7 條和第 8 條以及第 10 條第 1 款規定的責任限制的利益。

2. 如經證明，損失係承運人或履行承運人的僱傭人或代理人故意造成，或明知可能造成此種損失而輕率地採取的行為或不為所致，該僱傭人或代理人便無權享有此種責任限制的利益。

第 14 條

索賠的根據

除根據本公約外，不得就旅客死亡或人身傷害或行李滅失或損壞向承運人或履行承運人提起損失賠償的訴訟。

第 15 條

行李滅失或損壞的通知

1. 旅客應按下述時間向承運人或其代理人提交書面通知：

(a) 行李有明顯損壞時，

(i) 對自帶行李，應在旅客離船前或離船時；

(ii) 對所有其他行李，應在行李交還前或交還時；

(b) 行李的損壞不明顯或行李滅失時，應在離船之日或交還之日或本應交還之日起 15 日內。

2. 如果旅客未按本條辦理，則除非提出反證，否則應推定他已收到完整無損的行李。

3. 如在行李收取時，已對行李狀況進行聯合檢驗或檢查，則無需提交書面通知。

第 16 條

訴訟時效

1. 經過兩年後，就旅客的死亡或人身傷害或行李的滅失或損壞所引起的損失賠償訴訟，時效即屆滿。

2. 上述期限應按下述方式計算：

(a) 對人身傷害，自旅客離船之日起算；

(b) 對發生在運輸中的旅客死亡，自該旅客本應離船之日起算；對發生在運輸中的旅客人身傷害並導致旅客在離船後死亡，自死亡之日起算，但此期限不得超過自離船之日起三年；

(c) 對行李滅失或損壞，自離船之日或本應離船之日起算，以遲者為準。

3. 有關期限中止和中斷的事由，應受受案法院地的法律的約束，但在任何情況下，在旅客離船之日或本應離船之日起三年後（以遲者為準），不得根據本公約提起訴訟。

4. 雖有本條第 1、2 和 3 款的規定，在訴因產生後，經承運人聲明或當事各方協議，期限可以延長。該聲明或協議應以書面作出。

第 17 條

管轄權

1. 根據本公約產生的訴訟，經原告選擇，應向下列某一法院提起，但該法院應在本公約締約國內：

(a) 被告永久居住地或主要營業地的法院，或

(b) 運輸合同規定的起運地或目的地的法院，或

(c) 原告戶籍地或永久居住地國的法院，但被告須在該國有營業所並受其管轄，或

(d) 運輸合同訂立地國的法院，但被告須在該國有營業所並受其管轄。

2. 在造成損失的事故發生後，當事各方可商定將損失索賠提交任何法院管轄或交付仲裁。

第 18 條

合同條款的無效

在造成旅客死亡或人身傷害或其行李滅失或損壞的事故發生之前達成的任何合同條款，如旨在解除承運人對旅客承擔的責任，或規定低於本公約確定的責任限制（第 8 條第 4 款規定者除外），以及旨在推卸承運人的舉證責任，或限制第 17 條第 1 款規定的選擇權，均屬無效。但這種條款的無效不應使運輸合同無效，運輸合同仍應受本公約規定的約束。

第 19 條

其他責任限制公約

本公約不改變有關海船所有人責任限制的國際公約規定的承運人、履行承運人及其僱傭人或代理人的權利和義務。

第 20 條

核損害

在下列情況下，對核事故造成的損害，不得根據本公約產生任何責任。

(a) 如果按 1964 年 1 月 28 日補充議定書修正的 1960 年 7 月 29 日核能方面第三方責任巴黎公約，或 1963 年 5 月 21 日核損害民事責任維也納公約的規定，核設施的經營人對此種損害負責，或

(b) 根據約束此種損害責任的國內法，核設施的經營人應對此種損害負責，但此種國內法應在各方面和巴黎公約或維也納公約一樣有利於

可能遭受損害的人。

第 21 條

公共當局的商業運輸

本公約適用於國家或公共當局根據第 1 條含義中的運輸合同從事的商業運輸。

第 22 條

不適用本公約的聲明

1. 任何締約國可以在簽署、批准、接受、核准或加入本公約時書面聲明，當承運人和旅客同屬該國國民時，不實施本公約。

2. 根據本條第 1 款所作的任何聲明，可通過向本組織秘書長提交一書面通知，隨時予以撤銷。

第 23 條

簽署、批准和加入

1. 本公約於 1975 年 12 月 31 日前在本組織總部開放供簽署，並在其後繼續開放供加入。

2. 各國可以下列方式成為本公約的締約國：

(a) 簽署並對批准、接受或核准無保留；

(b) 簽署而有待批准、接受或核准，隨後再予以批准、接受或核准；或

(c) 加入。

3. 批准、接受、核准或加入本公約，應向本組織秘書長交存一份相應

的正式文件。

第 24 條

生效

1. 本公約應在十個國家已在公約上簽署並對批准、接受或核准無保留，或者已經交存所需批准、接受、核准或加入書之日後第 90 天生效。

2. 對此後簽署本公約並對批准、接受或核准無保留，或交存批准、接受、核准或加入文件的國家，本公約應在此種簽署或文件交存之日後第 90 天生效。

第 25 條

退出

1. 任何締約國可在本公約對其生效以後，隨時退出本公約。

2. 退出本公約，應向本組織秘書長交存一份文件，秘書長應將退出文件收到和交存日期通知所有其他締約國。

3. 退出本公約，應在交存退出通知後一年或該文件中所指明的較此更長的期限後生效。

第 26 條

修訂和修正

1. 修訂或修正本公約的會議，可由本組織召開。

2. 經不少於三分之一締約國要求，本組織應召開本公約締約國會議，修訂或修正本公約。

3. 在依照本條召開的會議所通過的修正案生效後成為本公約的締約國

的任何國家應受經修正的本公約的約束。

第 27 條

保存人

1. 本公約應由本組織秘書長保存。

2. 本組織秘書長應當：

(a) 將下列情況通知已簽署或加入本公約的所有國家：

(i) 每一新的簽署和每一文件的交存及其日期；

(ii) 本公約的生效日期；

(iii) 對本公約的任何退出及其生效日期；

(b) 將本公約核證無誤的副本分送給所有簽署國和所有已加入本公約的國家。

3. 本公約一經生效，本組織秘書長便應依照聯合國憲章第 102 條，將一份核證無誤的本公約副本，送交聯合國秘書處供登記和公佈。

第 28 條

文字

本公約正本一份，用英文和法文寫成，兩種文本具有同等效力。本組織秘書長應準備俄文和西班牙文正式譯本，與經簽署的正本一同保存。

以下署名者，經正式授權，特簽署本公約，以昭信守。

1974 年 12 月 13 日訂於雅典。

**ATHENS CONVENTION RELATING TO THE CARRIAGE OF
PASSENGERS AND THEIR LUGGAGE BY SEA, 1974**

The States Parties to this Convention,

HAVING RECOGNIZED the desirability of determining by agreement certain rules relating to the carriage of passengers and their luggage by sea;

HAVE DECIDED to conclude a Convention for this purpose and have thereto agreed as follows:

ARTICLE 1

Definitions

In this Convention the following expressions have the meaning hereby assigned to them:

1. (a) "carrier" means a person by or on behalf of whom a contract of carriage has been concluded, whether the carriage is actually performed by him or by a performing carrier;
(b) "performing carrier" means a person other than the carrier, being the owner, charterer or operator of a ship, who actually performs the whole or a part of the carriage;
2. "contract of carriage" means a contract made by or on behalf of a carrier for the carriage by sea of a passenger or of a passenger and his luggage, as the case may be;
3. "ship" means only a seagoing vessel, excluding an air-cushion vehicle;
4. "passenger" means any person carried in a ship,
 - (a) under a contract of carriage, or
 - (b) who, with the consent of the carrier, is accompanying a vehicle or live animals which are covered by a contract for the carriage of goods not governed by this Convention;
5. "luggage" means any article or vehicle carried by the carrier under a contract of carriage, excluding:
 - (a) articles and vehicles carried under a charter party, bill of lading or other contract primarily concerned with the carriage of goods, and
 - (b) live animals;

6. “cabin luggage” means luggage which the passenger has in his cabin or is otherwise in his possession, custody or control. Except for the application of paragraph 8 of this Article and Article 8, cabin luggage includes luggage which the passenger has in or on his vehicle;
7. “loss of or damage to luggage” includes pecuniary loss resulting from the luggage not having been re-delivered to the passenger within a reasonable time after the arrival of the ship on which the luggage has been or should have been carried, but does not include delays resulting from labour disputes;
8. “carriage” covers the following periods:
- (a) with regard to the passenger and his cabin luggage, the period during which the passenger and/or his cabin luggage are on board the ship or in the course of embarkation or disembarkation, and the period during which the passenger and his cabin luggage are transported by water from land to the ship or vice-versa, if the cost of such transport is included in the fare or if the vessel used for this purpose of auxiliary transport has been put at the disposal of the passenger by the carrier. However, with regard to the passenger, carriage does not include the period during which he is in a marine terminal or station or on a quay or in or on any other port installation;
 - (b) with regard to cabin luggage, also the period during which the passenger is in a marine terminal or station or on a quay or in or on any other port installation if that luggage has been taken over by the carrier or his servant or agent and has not been re-delivered to the passenger;
 - (c) with regard to other luggage which is not cabin luggage, the period from the time of its taking over by the carrier or his servant or agent on shore or on board until the time of its re-delivery by the carrier or his servant or agent;
9. “international carriage” means any carriage in which, according to the contract of carriage, the place of departure and the place of destination are situated in two different States, or in a single State if, according to the contract of carriage or the scheduled itinerary, there is an intermediate port of call in another State;
10. “Organization” means the Inter-Governmental Maritime Consultative Organization.

ARTICLE 2

Application

1. This Convention shall apply to any international carriage if:
- (a) the ship is flying the flag of or is registered in a State Party to this Convention, or
 - (b) the contract of carriage has been made in a State Party to this Convention, or
 - (c) the place of departure or destination, according to the contract of carriage, is in a State Party to this Convention.

2. Notwithstanding paragraph 1 of this Article, this Convention shall not apply when the carriage is subject, under any other international convention concerning the carriage of passengers or luggage by another mode of transport, to a civil liability regime under the provisions of such convention, in so far as those provisions have mandatory application to carriage by sea.

ARTICLE 3

Liability of the carrier

1. The carrier shall be liable for the damage suffered as a result of the death of or personal injury to a passenger and the loss of or damage to luggage if the incident which caused the damage so suffered occurred in the course of the carriage and was due to the fault or neglect of the carrier or of his servants or agents acting within the scope of their employment.

2. The burden of proving that the incident which caused the loss or damage occurred in the course of the carriage, and the extent of the loss or damage, shall lie with the claimant.

3. Fault or neglect of the carrier or of his servants or agents acting within the scope of their employment shall be presumed, unless the contrary is proved, if the death of or personal injury to the passenger or the loss of or damage to cabin luggage arose from or in connexion with the shipwreck, collision, stranding, explosion or fire, or defect in the ship. In respect of loss of or damage to other luggage, such fault or neglect shall be presumed, unless the contrary is proved, irrespective of the nature of the incident which caused the loss or damage. In all other cases the burden of proving fault or neglect shall lie with the claimant.

ARTICLE 4

Performing carrier

1. If the performance of the carriage or part thereof has been entrusted to a performing carrier, the carrier shall nevertheless remain liable for the entire carriage according to the provisions of this Convention. In addition, the performing carrier shall be subject and entitled to the provisions of this Convention for the part of the carriage performed by him.

2. The carrier shall, in relation to the carriage performed by the performing carrier, be liable for the acts and omissions of the performing carrier and of his servants and agents acting within the scope of their employment.

3. Any special agreement under which the carrier assumes obligations not imposed by this Convention or any waiver of rights conferred by this Convention shall affect the performing carrier only if agreed by him expressly and in writing.

4. Where and to the extent that both the carrier and the performing carrier are liable, their liability shall be joint and several.

5. Nothing in this Article shall prejudice any right of recourse as between the carrier and the performing carrier.

ARTICLE 5

Valuables

The carrier shall not be liable for the loss of or damage to monies, negotiable securities, gold, silverware, jewellery, ornaments, works of art, or other valuables, except where such valuables have been deposited with the carrier for the agreed purpose of safe-keeping in which case the carrier shall be liable up to the limit provided for in paragraph 3 of Article 8 unless a higher limit is agreed upon in accordance with paragraph 1 of Article 10.

ARTICLE 6

Contributory fault

If the carrier proves that the death of or personal injury to a passenger or the loss of or damage to his luggage was caused or contributed to by the fault or neglect of the passenger, the court seized of the case may exonerate the carrier wholly or partly from his liability in accordance with the provisions of the law of that court.

ARTICLE 7

Limit of liability for personal injury

1. The liability of the carrier for the death of or personal injury to a passenger shall in no case exceed 700,000 francs per carriage. Where in accordance with the law of the court seized of the case damages are awarded in the form of periodical income payments, the equivalent capital value of those payments shall not exceed the said limit.
2. Notwithstanding paragraph 1 of this Article, the national law of any State Party to this Convention may fix, as far as carriers who are nationals of such State are concerned, a higher *per capita* limit of liability.

ARTICLE 8

Limit of liability for loss of or damage to luggage

1. The liability of the carrier for the loss of or damage to cabin luggage shall in no case exceed 12,500 francs per passenger, per carriage.
2. The liability of the carrier for the loss of or damage to vehicles including all luggage carried in or on the vehicle shall in no case exceed 50,000 francs per vehicle, per carriage.
3. The liability of the carrier for the loss of or damage to luggage other than that mentioned in paragraphs 1 and 2 of this Article shall in no case exceed 18,000 francs per passenger, per carriage.

4. The carrier and the passenger may agree that the liability of the carrier shall be subject to a deductible not exceeding 1,750 francs in the case of damage to a vehicle and not exceeding 200 francs per passenger in the case of loss of or damage to other luggage, such sum to be deducted from the loss or damage.

ARTICLE 9

Monetary unit and conversion

1. The franc mentioned in this Convention shall be deemed to refer to a unit consisting of 65.5 milligrams of gold of millesimal fineness 900.

2. The amounts referred to in Articles 7 and 8 shall be converted into the national currency of the State of the court seized of the case on the basis of the official value of that currency, by reference to the unit defined in paragraph 1 of this Article, on the date of the judgment or the date agreed upon by the parties. If there is no such official value, the competent authority of the State concerned shall determine what shall be considered as the official value for the purpose of this Convention.

ARTICLE 10

Supplementary provisions on limits of liability

1. The carrier and the passenger may agree, expressly and in writing, to higher limits of liability than those prescribed in Articles 7 and 8.

2. Interest on damages and legal costs shall not be included in the limits of liability prescribed in Articles 7 and 8.

ARTICLE 11

Defences and limits for carriers' servants

If an action is brought against a servant or agent of the carrier or of the performing carrier arising out of damage covered by this Convention, such servant or agent, if he proves that he acted within the scope of his employment, shall be entitled to avail himself of the defences and limits of liability which the carrier or the performing carrier is entitled to invoke under this Convention.

ARTICLE 12

Aggregation of claims

1. Where the limits of liability prescribed in Articles 7 and 8 take effect, they shall apply to the aggregate of the amounts recoverable in all claims arising out of the death of or personal injury to any one passenger or the loss of or damage to his luggage.

2. In relation to the carriage performed by a performing carrier, the aggregate of the amounts recoverable from the carrier and the performing carrier and from their servants and agents acting within the scope of their employment shall not exceed the highest amount which could be awarded against either the carrier or the performing carrier under this Convention, but none of the persons mentioned shall be liable for a sum in excess of the limit applicable to him.

3. In any case where a servant or agent of the carrier or of the performing carrier is entitled under Article 11 of this Convention to avail himself of the limits of liability prescribed in Articles 7 and 8, the aggregate of the amounts recoverable from the carrier, or the performing carrier as the case may be, and from that servant or agent, shall not exceed those limits.

ARTICLE 13

Loss of right to limit liability

1. The carrier shall not be entitled to the benefit of the limits of liability prescribed in Articles 7 and 8 and paragraph 1 of Article 10, if it is proved that the damage resulted from an act or omission of the carrier done with the intent to cause such damage, or recklessly and with knowledge that such damage would probably result.

2. The servant or agent of the carrier or of the performing carrier shall not be entitled to the benefit of those limits if it is proved that the damage resulted from an act or omission of that servant or agent done with the intent to cause such damage, or recklessly and with knowledge that such damage would probably result.

ARTICLE 14

Basis for claims

No action for damages for the death of or personal injury to a passenger, or for the loss of or damage to luggage, shall be brought against a carrier or performing carrier otherwise than in accordance with this Convention.

ARTICLE 15

Notice of loss or damage to luggage

1. The passenger shall give written notice to the carrier or his agent:
 - (a) in the case of apparent damage to luggage:
 - (i) for cabin luggage, before or at the time of disembarkation of the passenger;
 - (ii) for all other luggage, before or at the time of its re-delivery;
 - (b) in the case of damage to luggage, which is not apparent, or loss of luggage, within fifteen days from the date of disembarkation or re-delivery or from the time when such re-delivery should have taken place.

2. If the passenger fails to comply with this Article, he shall be presumed, unless the contrary is proved, to have received the luggage undamaged.
3. The notice in writing need not be given if the condition of the luggage has at the time of its receipt been the subject of joint survey or inspection.

ARTICLE 16

Time-bar for actions

1. Any action for damages arising out of the death of or personal injury to a passenger or for the loss of or damage to luggage shall be time-barred after a period of two years.
2. The limitation period shall be calculated as follows:
 - (a) in the case of personal injury, from the date of disembarkation of the passenger;
 - (b) in the case of death occurring during carriage, from the date when the passenger should have disembarked, and in the case of personal injury occurring during carriage and resulting in the death of the passenger after disembarkation, from the date of death, provided that this period shall not exceed three years from the date of disembarkation;
 - (c) in the case of loss of or damage to luggage, from the date of disembarkation or from the date when disembarkation should have taken place, whichever is later.
3. The law of the court seized of the case shall govern the grounds of suspension and interruption of limitation periods, but in no case shall an action under this Convention be brought after the expiration of a period of three years from the date of disembarkation of the passenger or from the date when disembarkation should have taken place, whichever is later.
4. Notwithstanding paragraphs 1, 2 and 3 of this Article, the period of limitation may be extended by a declaration of the carrier or by agreement of the parties after the cause of action has arisen. The declaration or agreement shall be in writing.

ARTICLE 17

Competent jurisdiction

1. An action arising under this Convention shall, at the option of the claimant, be brought before one of the courts listed below, provided that the court is located in a State Party to this Convention:
 - (a) the court of the place of permanent residence or principal place of business of the defendant, or
 - (b) the court of the place of departure or that of the destination according to the contract of carriage, or

- (c) a court of the State of the domicile or permanent residence of the claimant, if the defendant has a place of business and is subject to jurisdiction in that State, or
- (d) a court of the State where the contract of carriage was made, if the defendant has a place of business and is subject to jurisdiction in that State.

2. After the occurrence of the incident which has caused the damage, the parties may agree that the claim for damages shall be submitted to any jurisdiction or to arbitration.

ARTICLE 18

Invalidity of contractual provisions

Any contractual provision concluded before the occurrence of the incident which has caused the death of or personal injury to a passenger or the loss of or damage to his luggage, purporting to relieve the carrier of his liability towards the passenger or to prescribe a lower limit of liability than that fixed in this Convention except as provided in paragraph 4 of Article 8, and any such provision purporting to shift the burden of proof which rests on the carrier, or having the effect of restricting the option specified in paragraph 1 of Article 17, shall be null and void, but the nullity of that provision shall not render void the contract of carriage which shall remain subject to the provisions of this Convention.

ARTICLE 19

Other conventions on limitation of liability

This Convention shall not modify the rights or duties of the carrier, the performing carrier, and their servants or agents provided for in international conventions relating to the limitation of liability of owners of seagoing ships.

ARTICLE 20

Nuclear damage

No liability shall arise under this Convention for damage caused by a nuclear incident:

- (a) if the operator of a nuclear installation is liable for such damage under either the Paris Convention of 29 July 1960 on Third Party Liability in the Field of Nuclear Energy as amended by its Additional Protocol of 28 January 1964, or the Vienna Convention of 21 May 1963 on Civil Liability for Nuclear Damage, or
- (b) if the operator of a nuclear installation is liable for such damage by virtue of a national law governing the liability for such damage, provided that such law is in all respects as favourable to persons who may suffer damage as either the Paris or the Vienna Conventions.

ARTICLE 21*Commercial carriage by public authorities*

This Convention shall apply to commercial carriage undertaken by States or Public Authorities under contracts of carriage within the meaning of Article 1.

ARTICLE 22*Declaration of non-application*

1. Any Party may at the time of signing, ratifying, accepting, approving or acceding to this Convention, declare in writing that it will not give effect to this Convention when the passenger and the carrier are subjects or nationals of that Party.

2. Any declaration made under paragraph 1 of this Article may be withdrawn at any time by a notification in writing to the Secretary-General of the Organization.

ARTICLE 23*Signature, ratification and accession*

1. This Convention shall be open for signature at the Headquarters of the Organization until 31 December 1975 and shall thereafter remain open for accession.

2. States may become Parties to this Convention by:

- (a) signature without reservation as to ratification, acceptance or approval;
- (b) signature subject to ratification, acceptance or approval followed by ratification, acceptance or approval; or
- (c) accession.

3. Ratification, acceptance, approval or accession shall be effected by the deposit of a formal instrument to that effect with the Secretary-General of the Organization.

ARTICLE 24*Entry into force*

1. This Convention shall enter into force on the ninetieth day following the date on which ten States have either signed it without reservation as to ratification, acceptance or approval or have deposited the requisite instruments of ratification, acceptance, approval or accession.

2. For any State which subsequently signs this Convention without reservation as to ratification, acceptance or approval, or deposits its instrument of ratification, acceptance, approval or accession, the Convention shall come into force on the ninetieth day after the date of such signature or deposit.

ARTICLE 25*Denunciation*

1. This Convention may be denounced by a Party at any time after the date on which the Convention entered into force for that Party.
2. Denunciation shall be effected by the deposit of an instrument with the Secretary-General of the Organization who shall inform all other Parties of the receipt of the instrument of denunciation and of the date of its deposit.
3. A denunciation shall take effect one year after the deposit of an instrument of denunciation, or after such longer period as may be specified in the instrument.

ARTICLE 26*Revision and amendment*

1. A Conference for the purpose of revising or amending this Convention may be convened by the Organization.
2. The Organization shall convene a Conference of the Parties to this Convention for revising or amending it at the request of not less than one-third of the Parties.
3. Any State becoming a Party to this Convention after the entry into force of an amendment adopted by a conference convened in accordance with this Article shall be bound by the Convention as amended.

ARTICLE 27*Depositary*

1. This Convention shall be deposited with the Secretary-General of the Organization.
2. The Secretary-General of the Organization shall:
 - (a) inform all States which have signed or acceded to this Convention of:
 - (i) each new signature and each deposit of an instrument together with the date thereof;
 - (ii) the date of entry into force of this Convention;
 - (iii) any denunciation of this Convention and the date on which it takes effect;
 - (b) transmit certified true copies of this Convention to all signatory States and to all States which have acceded to this Convention.
3. Upon entry into force of this Convention, a certified true copy thereof shall be transmitted by the Secretary-General of the Organization to the Secretariat of the United Nations for registration and publication in accordance with Article 102 of the Charter of the United Nations.

ARTICLE 28

Languages

This Convention is established in a single original in the English and French languages, both texts being equally authentic. Official translations in the Russian and Spanish languages shall be prepared by the Secretary-General of the Organization and deposited with the signed original.

IN WITNESS WHEREOF the undersigned being duly authorized for that purpose have signed this Convention.

DONE AT ATHENS this thirteenth day of December one thousand nine hundred and seventy-four.

第 127/2015 號行政長官公告

中華人民共和國於二零零五年六月十七日以照會通知國際海事組織秘書長，一九七六年十一月十九日訂於倫敦的《1974年海上旅客及其行李運輸雅典公約》議定書（下稱“議定書”）適用於澳門特別行政區；

國際海事組織秘書長於二零零五年六月三十日以照會確認議定書自二零零五年六月二十四日起適用於澳門特別行政區；

基於此，行政長官根據第3/1999號法律《法規的公佈與格式》第六條第一款的規定，命令公佈上指議定書的中文及英文文本。

二零一五年十一月二十六日發佈。

行政長官 崔世安

Aviso do Chefe do Executivo n.º 127/2015

Considerando que a República Popular da China, por nota datada de 17 de Junho de 2005, notificou o Secretário-Geral da Organização Marítima Internacional sobre a aplicação na Região Administrativa Especial de Macau do Protocolo à Convenção de Atenas de 1974 relativa ao Transporte de Passageiros e Bagagens por Mar, concluído em Londres em 19 de Novembro de 1976, adiante designado por Protocolo;

Considerando ainda que o Secretário-Geral da Organização Marítima Internacional, por nota datada de 30 de Junho de 2005, confirmou que o Protocolo é aplicável na Região Administrativa Especial de Macau desde 24 de Junho de 2005;

O Chefe do Executivo manda publicar, nos termos do n.º 1 do artigo 6.º da Lei n.º 3/1999 (Publicação e formulário dos diplomas), o referido Protocolo nos seus textos em línguas chinesa e inglesa.

Promulgado em 26 de Novembro de 2015.

O Chefe do Executivo, *Chui Sai On*.