

МІНІСТЕРСТВО ОСВІТИ І НАУКИ УКРАЇНИ
ОДЕСЬКИЙ НАЦІОНАЛЬНИЙ МОРСЬКИЙ УНІВЕРСИТЕТ

Навчально-науковий морський гуманітарний інститут

Кафедра «Філологія»

Методичні рекомендації
для практичних занять з дисципліни
«Перекладацькі стратегії і тактики у сфері морського бізнесу»
для здобувачів рівня вищої освіти – магістр
Освітньо-професійна програма «Філологія (германські мови та літератури
(переклад включно), перша – англійська)»

Одеса – 2023

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Методичні рекомендації з лекційних занять ухвалені на засіданні кафедри «Філологія» Одеського національного морського університету протокол № 2 від «04» вересня 2023 року

Зміст

ВСТУП	4
Topic 1. Maritime business communication texts classification based on the genre concept	5
Topic 2. Macrogenre: Administrative	6
Topic 3. Macrogenre: Meeting of minds	8
Topic 3. Macrogenre: Unilateral declarations.....	43
Рекомендована література.....	51

ВСТУП

Методичні рекомендації для практичних занять призначені для студентів магістрів 1 курсу спеціальності 035 «Філологія (германські мови та література (переклад включно)), перша англійська» денної та заочної форми навчання.

Метою даних методичних рекомендацій є формування та розвиток у здобувачів ОП здатності застосовувати теоретичні засади науки про переклад, зокрема перекладацький аналіз вихідного тексту, тактико-стратегічне планування та параметри перекладу, оцінку якості здійсненого перекладу для успішного й ефективного здійснення професійної та наукової діяльності.

Методичні рекомендації складаються з чотирьох основних тем, які охоплюють практичні аспекти стратегічного планування перекладу у сфері морського бізнесу, та репрезентують аутентичні тексти основних жанрів морської бізнес комунікації: адміністративний жанр, зустріч умів, односторонні декларації.

У ході вивчення курсу «Перекладацькі стратегії і тактики у сфері морського бізнесу» здобувачі ОП ознайомляться з жанровими характеристиками текстів морського бізнесу з урахуванням позалінгвальних чинників, вивчатимуть переклад морського бізнес-дискурсу з позицій комунікативно-функціонального підходу в аспекті визначення провідної стратегії і тактик із урахуванням специфіки комунікативної ситуації; навчатимуться визначати дистинктивні тактико-стратегічні параметри та засоби актуалізації перекладацьких стратегій і тактик при перекладі текстів морського бізнес-дискурсу у межах мовної пари «українська - англійська»; матимуть можливість здійснювати оцінку якості перекладу з урахуванням мети перекладу.

Topic 1. Maritime business communication texts classification based on the genre concept

The sea is a medium that links people the world over. Maritime transportation around the globe nowadays accounts for huge turnover figures. This results in great commercial activity of a multicultural and multilingual nature, where most transactions are carried out in English. It is not surprising therefore that maritime activity generates a large amount of translating maritime legal and administrative documents, especially from English into other languages. Such documents shall be hereinafter referred to as maritime documents.

Principal maritime documents

There are many documents linked to maritime activity which frequently need to be translated. These, according to their importance, include: 1. Sea Protest 2. Shipbuilding Contract 3. Bill of Lading 4. Protocol of Delivery & Acceptance 5. Single Customs Declaration 6. Cargo Manifest 7. Vessel Purchase & Sale Agreement 8. Maritime Insurance 9. Charterparty Agreement 10. Naval Mortgage 11. Privileged Maritime Lien.

The notion of genre began to gain impetus in Translation Studies after the 1970s and achieved wide acceptance through the work of Hatim & Mason (1990), who followed audiovisual communication scholars such as Kress (1985) and systemic functionalist such as Martin (1984). They defined genre from an approach that includes formal, sociocultural and cognitive perspectives. Classification of texts into genres helps us to organise them prior to their actual analysis.

The many advantages provided by genre taxonomy in two different systems (source & target) enable translators to benefit not only from a linguistic point of view but also from a sociocultural one. A comparison of several texts in their source and target languages is a task which is constantly performed by specialised translators. Translators need to master text typology in their field of specialisation in order to ensure that their translations contain the required textual, social and legal conventions. There therefore arises a need to have schemes for classifying documents in each field of

specialisation. Specialist translators greatly benefit from recourse to text taxonomy, both in source and target languages, since it helps them to understand and compare texts from organisational and contextual points of views. Mediators should always try to understand the characteristic traits of each text genre in order to adapt their translation to such characteristics so that any target user is able to identify the same.

Text analysis was traditionally associated with form and not content, however, there is an increasing trend towards importance given to content: indicators of boundaries are most clearly seen in terms of content; that is, it is a cognitive rather than a linguistic sense that guides our perception of textual division. Depending on the approach selected, analyses should essentially take into account both formal and content aspects, especially when the field of specialisation we are interested in is quite alien and unknown to most translators who for the very first time are faced with the task of converting text from one language into the other. Translators therefore should not only have a command of both source and target languages but also have extra-linguistic knowledge of the documents they intend to translate in order to be successful in their communicative mediation task. The analysis framework should take into consideration not only formal and content factors but also linguistic and extra-linguistic ones.

Topic 2. Macrogenre: Administrative

Single Administrative Document (SAD). This is an "administrative document" and it is the main customs declaration used in international trade. Traders and agents use this document to declare imports, exports, and transit & community status declarations. It is also used to deposit and remove goods from customs warehouses. The SAD is aimed at ensuring openness in national administrative requirements, rationalize and reduce administrative documentation, reduce the amount of requested information and standardize and harmonize data.

Sample SAD form (extract)

EUROPEAN COMMUNITY					1 2 3 4 5 6 7			DECLARATION		
Copy for the country of dispatch/export	1 Consignor/Exporter No. <input type="checkbox"/>				3 Form			4 Loading list		
	8 Consignee No.				5 Items			6 Total packages		
	54 Declarant/Representative No.				7 Reference number			8 Person responsible for financial settlement No.		
	18 Identity and nationality of means of transport side signature				9 Country (orig. basin)			10 Country of dispatch/export		
	21 Identity and nationality of active means of transport crossing the border				11 Loading country			12 CAP		
	25 Mode of transport at the border				16 Country of origin			15 C.dsp. exp. Code		
	26 Office of exit				17 Country of origin			17 Country of destination		
	27 Place of loading				18 Country of origin			17 Country of destination		
	28 Office of exit				19 Ch.			20 Delivery terms		
	29 Location of goods				21 Currency and total amount invoiced			22 Exchange rate		
24 Packages and description of goods	22 Marks and numbers—Container No(s)—Number and kind				23 Item No.			33 Commodity Code		
	34 Country origin Code				35 Gross mass (kg)			36 Net mass (kg)		
	37 PROCEDURE				38 Statistical value			39 Customs		
	40 Summary declaration/Previous document				41 Supplementary units			42 Statistical value		
44 Additional information Documents produced Certificates and authorisations	43 Declaration of warehouse				45 Identification of warehouse			46 Statistical value		
	47 Calculation of taxes				48 Deferred payment			49 Identification of warehouse		
Type Tax base Rate Amount MF				ACCOUNTING DETAILS						
Total										
58 Principal No. Signature				C.OFFICE OF DEPARTURE						
61 Intended office of arrival (and country)				62 Office of destination (and country)						
63 Guarantee				Code			64 Place and date			
D CONTROL BY OFFICE OF DEPARTURE				Stamp			Signature and name of declarant/representative			
Result										
Seal/affix number										
Identity										
Timeword (date)										
Signature										

C88(1-8)

PT (November 2018)


Download the SAD from <https://www.gov.uk/government/publications/import-and-export-single-administrative-document-full-8-part-set-c88-1-8>, analyse the text and translate it into Ukrainian.

Topic 3. Macrogenre: Meeting of minds

Ship Mortgage. This is a mutual agreement through which a mortgagor mortgages a vessel in favour of a mortgagee in exchange for a sum of money. In as far as principal sub-genres of Naval Mortgage are concerned, mention must be made of the U.K.'s Deed of Covenant.

Analyse the mortgage of a vessel given below and translate it into Ukrainian.

MSF 4736 REV 1118

 **Maritime & Coastguard Agency**

Mortgage of a Vessel
(The application form is to secure Account Current etc / other obligation)

GUIDANCE NOTES – PLEASE READ

- If more than one mortgagor then a separate mortgage is required from each mortgagor, unless shares are jointly held.
- If more than one mortgage is submitted at the same time the mortgagees will be required to advise which mortgage to register first in a signed letter on headed paper.
- In respect of fishing vessels, mortgages may be registered only against those registered with FULL registration.
- The prompt registration of a mortgage deed with the Registry is essential to establish the priority of the mortgage. This is because the priority of the mortgage is determined by the date on which it is produced for registration and not from the date of the mortgage itself.
- If the mortgagor is a company the mortgage must be registered with the Registrar of Companies within 21 days of its execution.
- It is important that the Registry is informed of any changes.
- **Please write in BLOCK CAPITALS, and tick boxes where appropriate. If an * is stated, then please delete as appropriate.**

The mortgage reference number (issued by the mortgagee) is:

1: DETAILS OF THE VESSEL

Is this mortgage in respect of a Fishing Vessel? Yes No

Name of Vessel	<input type="text"/>
Official Number	<input type="text"/>

2: THE MORTGAGE

Whereas there is:

State "an account current" or write in a short description of the obligation.	<input type="text"/>
	<input type="text"/>

between

Full Name(s) / Company Name	<input type="text"/>
	<input type="text"/>
Address (Place of Business in respect of a company)	<input type="text"/>
	<input type="text"/>

*as joint mortgagors (hereinafter called 'the mortgagor')

1

2: THE MORTGAGE (continued)

and

Full Name(s) / Company Name	
Address (Place of Business in respect of a company)	

*as joint mortgagees (hereinafter called "the mortgagee")

Describe fully the nature of the liabilities secured. You may refer to another document.	

ACCOUNT CURRENT

Please complete the below in respect of "account current" by deleting where appropriate

*I/We the mortgagor(s) in consideration of the advance made or to be made to *me/us by the mortgagee(s), bind *myself/ourselves to pay the mortgagee(s) the sums for the time being due on this security whether by way of principle, interest or otherwise at the time(s) and in the manner mentioned above.

OTHER OBLIGATION

Please complete the below in respect of "other obligation".

***I/we the mortgagor(s) in consideration**

bind *myself/ourselves to

for the purpose of better securing to the mortgagee(s) the *sums/obligation mentioned above.

***I/we hereby mortgage to the mortgagee(s)**

State the shares, in both figures and words	Figures	
	Words	

shares of which *I/we are the owners in the ship described above and its appurtenances.

Lastly, *I/we for myself/ourselves hereby declare that *I/we have the power to mortgage in the manner aforesaid the above-mentioned shares and that they are free from encumbrances. *Save as appears by the registry of the above ship.

PLEASE READ BEFORE COMPLETING SECTION 3:

If the mortgagor is a company, then **SECTION 3A** must be completed.

If the mortgagor(s) are one or more individuals, then **SECTION 3B** must be completed.

If the mortgagor(s) are a Limited Liability Partnership, then **SECTION 3C** must be completed.

When the mortgage is originally executed you should send this deed (with the applicable fee) via email or post to:

Registry of Shipping and Seamen

Anchor Court, Keen Road, Cardiff, CF24 5JW, UK.

Tel No: 0203 90 85200

Email:

Fishing:

 fishing.registry@mcga.gov.uk

Pleasure:

 par11.registry@mcga.gov.uk

Commercial:

 comm.registry@mcga.gov.uk

3A: COMPLETE IF THE MORTGAGOR IS A COMPANY

- ◊ Executed by the mortgagor as a deed (in England, Wales and Northern Ireland)
- ◊ Subscribed by the mortgagor (in Scotland)



Company seal

On this day of 20 by:-

**** (a) the affixing of the common seal of the mortgagor in the presence of the following persons signing; or**

**** (b) signing by the following persons; **delete as appropriate**

Director	
Director or Secretary	
Authorised Signatory	
Authorised Signatory	
# Witnessed by (Signature)	
Name of Witness (PRINT NAME)	
Address of Witness (PRINT ADDRESS)	

if the signature must be witnessed the name and address of the witness must be given

Note: IN ENGLAND, WALES & NORTHERN IRELAND – signature may be by (a) two directors; (b) by the company secretary and a director, or (c) by a director in the presence of a witness who completes the details above to attest the signature. If the common seal is affixed any special requirement of the company's articles about signing must be complied with.

IN SCOTLAND – signature may be by one director or the secretary of the company or one person authorised to sign the document on behalf of the company, or one member of the Limited Liability Partnership, provided such single signature is witnessed. Alternatively, signature may be effected without a witness by two directors, or a director and the secretary, or two persons authorised to sign the document on behalf of the company, or two members of the Limited Liability Partnership. Note that signature by one authorised signatory and either a director or the secretary of the company is not valid.

OFFICIAL USE ONLY			
Mortgage (Priority)	<input type="text"/>	Date of Entry into the Register	<input type="text"/>
Time of Entry	<input type="text"/>	Officer's Initials	<input type="text"/>

3B: COMPLETE IF THE MORTGAGOR(S) IS/ARE ONE OR MORE INDIVIDUAL(S)

* Executed as a deed (in England and Wales)

* Subscribed (in Scotland)

* Signed, sealed and delivered (in Northern Ireland)

* Delete as appropriate

On this day of 20

by the following person(s) signing as mortgagor(s):



Seal(s) if executed in Northern Ireland

Signature(s) of Mortgagor(s)		
In the presence of: Signature(s) of Witness(es)		
Name(s) of Witness(es)		
Address(es) of Witness(es)		
Occupation(s) of Witness(es)		

NOTE: Every signature must have one witness.

OFFICIAL USE ONLY			
Mortgage (Priority)	<input type="text"/>	Date of Entry into the Register	<input type="text"/>
Time of Entry	<input type="text"/>	Officer's Initials	<input type="text"/>

3C: COMPLETE IF THE MORTGAGOR(S) ARE A LIMITED LIABILITY PARTNERSHIP

- ◊ Executed by the mortgagor as a deed (in England, Wales and Northern Ireland)
- ◊ Subscribed by the mortgagor (in Scotland)

* Delete as appropriate

On this day of 20 by signing by the following persons:

Member	
Member	
Witnessed by (Signature)	
Name of Witness (PRINT NAME)	
Address of Witness (PRINT ADDRESS)	

NOTE: In Scotland subscription may be by one member of the Limited Liability Partnership and one witness, or by two members of the Limited Liability Partnership.

OFFICIAL USE ONLY			
Mortgage (Priority)	<input type="text"/>	Date of entry into the Register	<input type="text"/>
Time of entry	<input type="text"/>	Officer's Initials	<input type="text"/>

4: TRANSFER OF MORTGAGE

*I/we, the above mentioned mortgagee(s), in consideration of: (Enter the sum of money or the nature of the obligation).	

This day (enter "paid to me/us" or a narrative suitable to the obligation).	

By:	Full Name(s) of Transferee	
	Address (Please write the place of business if a company)	

hereby transfer to "him/her/them the benefit of the within written security

PLEASE READ:		
If the transferor is a company, then SECTION 4A must be completed.		
If the transferee(s) are one or more individuals, then SECTION 4B must be completed.		
If the transferor(s) are a Limited Liability Partnership, then SECTION 4C must be completed.		
<u>When a transfer of mortgage is executed you should send this deed by email or post to:</u>		
Registry of Shipping and Seamen		
Anchor Court, Keen Road, Cardiff, CF24 5JW, UK.		
Tel No: 0203 90 85200		
Email:		
Fishing:	Pleasure:	Commercial:
fishng.registry@mcga.gov.uk	part1.registry@mcga.gov.uk	comm.registry@mcga.gov.uk

4A: COMPLETE IF THE TRANSFEROR IS A COMPANY

- ◊ Executed by the transferor as a deed (in England, Wales and Northern Ireland)
- ◊ Subscribed by the transferor (in Scotland)

On this day of 20 by:-

**** (a) the affixing of the common seal of the transferor in the presence of the following persons signing; or**



Company seal

**** (b) signing by the following persons; ** Delete as appropriate.**

Director	
Director or Secretary	
Authorised Signatory	
Authorised Signatory	
** Witnessed by (Signature)	
Name of Witness (PRINT NAME)	
Address of Witness (PRINT ADDRESS)	

If the signature must be witnessed the name and address of the witness must be given

Note: IN ENGLAND, WALES & NORTHERN IRELAND – signature may be by (a) two directors; (b) by the company secretary and a director, or (c) by a director in the presence of a witness who completes the details above to attest the signature. If the common seal is affixed any special requirement of the company's articles about signing must be complied with.

IN SCOTLAND – signature may be by one director or the secretary of the company or one person authorised to sign the document on behalf of the company, or one member of the Limited Liability Partnership, provided such single signature is witnessed. Alternatively, signature may be effected without a witness by two directors, or a director and the secretary, or two persons authorised to sign the document on behalf of the company, or two members of the Limited Liability Partnership. Note that signature by one authorised signatory and either a director or the secretary of the company is not valid.

OFFICIAL USE ONLY			
Transfer of Mortgage (Priority)	<input type="text"/>	Date of Entry into the Register	<input type="text"/>
Time of Entry	<input type="text"/>	Officer's Initials	<input type="text"/>

4B: COMPLETE IF TRANSFEROR(S) IS/ARE ONE OR MORE INDIVIDUAL(S)

* Executed as a deed (in England and Wales)

* Subscribed (in Scotland)

* Signed, sealed and delivered (in Northern Ireland)

* Delete as appropriate

On this day of 20

by the following person(s) signing as transferor(s):

Seal(s) if executed in Northern Ireland

Signature(s) of Transferor(s)		
In the presence of: Signature(s) of Witness(es)		
Name(s) of Witness(es)		
Address(es) of Witness(es)		
Occupation(s) of Witness(es)		

NOTE: Every signature must have one witness.

OFFICIAL USE ONLY			
Transfer of Mortgage (Priority)	<input type="text"/>	Date of Entry into the Register	<input type="text"/>
Time of Entry	<input type="text"/>	Officer's Initials	<input type="text"/>

4C: COMPLETE IF TRANSFEROR(S) ARE A LIMITED LIABILITY PARTNERSHIP

◊ Executed by the transferor as a deed (in England, Wales and Northern Ireland)

◊ Subscribed by the transferor (in Scotland)

* Delete as appropriate

On this day of 20 by signing by the following persons:

Member	
Member	
Witnessed by (Signature)	
Name of Witness (PRINT NAME)	
Address of Witness (PRINT ADDRESS)	

NOTE: in Scotland subscription may be by one member of the Limited Liability Partnership and one witness, or by two members of the Limited Liability Partnership.

OFFICIAL USE ONLY			
Transfer of Mortgage (Priority)	<input type="text"/>	Date of Entry into the Register	<input type="text"/>
Time of Entry	<input type="text"/>	Officer's Initials	<input type="text"/>

5: DISCHARGE OF A MORTGAGE

* Received by the within-mentioned *mortgage(s)/transferee(s) of the mortgage, enter "the sum of £,..." or a narrative suitable to the obligation.

This within written security is now discharged.

* The within-mentioned *mortgagee(s)/transferee(s) have agreed to discharge this within written security and it is therefore discharged.

PLEASE READ:

Warning: If the discharged deed is not presented to the Registry the mortgage will remain registered against the vessel.

If the Discharge is given by a company, then **SECTION 5A must be completed.**

If the Discharge is given by one or more individuals, then **SECTION 5B must be completed.**

If the Discharge is given by a Limited Liability Partnership, then **SECTION 5C must be completed.**

When a Discharge of Mortgage is executed you should send this deed via email or post to:

Registry of Shipping and Seamen

Anchor Court, Keen Road, Cardiff, CF24 5JW, UK.

Tel No: 0203 90 85200

Email:

Fishing:
fishing.registry@mcga.gov.uk

Pleasure:
part1.registry@mcga.gov.uk

Commercial:
comm.registry@mcga.gov.uk

5A: COMPLETE IF DISCHARGE IS GIVEN BY A COMPANY

- ◊ Executed by the mortgagee/transferee as a deed (in England, Wales and Northern Ireland)
- ◊ Subscribed by the mortgagee/transferee (in Scotland)

On this day of 20 by:-

**** (a) the affixing of the common seal of the * mortgagee/transferee in the presence of the following persons signing; or**

**** (b) signing by the following persons;** *delete as appropriate



Company seal

Director	
Director or Secretary	
Authorised Signatory	
Authorised Signatory	
** Witnessed by (Signature)	
Name of Witness (PRINT NAME)	
Address of Witness (PRINT ADDRESS)	

If the signature must be witnessed the name and address of the witness must be given

Note: IN ENGLAND, WALES & NORTHERN IRELAND – signature may be by (a) two directors; (b) by the company secretary and a director, or (c) by a director in the presence of a witness who completes the details above to attest the signature. If the common seal is affixed any special requirement of the company's articles about signing must be complied with.

IN SCOTLAND – signature may be by one director or the secretary of the company or one person authorised to sign the document on behalf of the company, or one member of the Limited Liability Partnership, provided such single signature is witnessed. Alternatively, signature may be effected without a witness by two directors, or a director and the secretary, or two persons authorised to sign the document on behalf of the company, or two members of the Limited Liability Partnership. Note that signature by one authorised signatory and either a director or the secretary of the company is not valid.

OFFICIAL USE ONLY			
Discharge of Mortgage (Priority)	<input type="text"/>	Date of Entry into the Register	<input type="text"/>
Time of Entry	<input type="text"/>	Officer's Initials	<input type="text"/>

5B: COMPLETE IF DISCHARGE IS GIVEN BY ONE OR MORE INDIVIDUAL(S)

- * Executed as a deed (in England and Wales)
- * Subscribed (in Scotland)
- * Signed, sealed and delivered (in Northern Ireland)

* Delete as appropriate



On this day of 20

by the following person(s) signing as mortgagee(s)/transferee(s):

Seal(s) if executed in Northern Ireland

Signature of Mortgagee(s)/Transferee(s)		
In the presence of: Signature(s) of Witness(es)		
Name(s) of Witness(es)		
Address(es) of Witness(es)		
Occupation(s) of Witness(es)		

NOTE: Every signature must have one witness.

OFFICIAL USE ONLY			
Discharge of Mortgage (Priority)	<input type="text"/>	Date of Entry into the Register	<input type="text"/>
Time of Entry	<input type="text"/>	Officer's Initials	<input type="text"/>

5C: COMPLETE IF DISCHARGE IS GIVEN BY A LIMITED LIABILITY PARTNERSHIP

- ◊ Executed by the mortgagor as a deed (in England, Wales and Northern Ireland)
- ◊ Subscribed by the mortgagor (in Scotland)

◊ Delete as appropriate

On this day of 20 by signing by the following persons:

Member	
Member	
Witnessed by	
Name (PRINT NAME)	
Address (PRINT ADDRESS)	

NOTE: In Scotland subscription may be by one member of the Limited Liability Partnership and one witness, or by two members of the Limited Liability Partnership.

Your Information

We collect personal information about you to carry out our official duty and to keep the UK ship register up to date and to make sure our services are planned to meet vessel owner's needs.

For more information on how we use your information please see our full privacy policy available on our website <https://www.gov.uk/government/organisations/maritime-and-coastguard-agency>.

OFFICIAL USE ONLY			
Discharge of Mortgage (Priority)	<input type="text"/>	Date of Entry into the Register	<input type="text"/>
Time of Entry	<input type="text"/>	Officer's Initials	<input type="text"/>

Shipbuilding Contract (SBC). This is a "meeting of minds" (mutual agreement) entered into by the parties by which the ship-owner entrusts construction of a vessel to a shipyard which undertakes such construction. Variations or specifications of the communicative purpose of genres give rise to subgenres. Such variations or specifications of the communicative purpose can in turn be related to the field of use, to its purpose, or to the participants in the communication action. The absence of any typical legal regulation both in Spanish and Anglo-American legal systems together

with the trend towards international unification of norms that govern maritime law mean that standard forms are increasingly being used at the international level. Choice of form will be based on influence of trade association which the builders belong to. Amongst the most widely used SBC types, special mention must be made of

a) The Shipbuilding Contract of West European Shipbuilders, (AWES). It revised and reissued in May 1999.

b) Shipbuilding Contract of the Maritime Subsidy Board of the United States Department of Commerce Maritime Administration (MARAD Form). It is used in relation to American newbuildings financed under Federal Ship Financing Program and authorized by Title XI of the Merchant Marine Act 1936.

c) Shipbuilding Contract of the Ship-owners Association of Japan (SAJ Form), It was published by the Shipbuilders' Association of Japan in January 1974 and the framework of this form is commonly used in South Korea, China, Singapore and Taiwan.

d) Norwegian Standard Form Newbuilding Contract (NSF), drafted as a result of negotiations between Norwegian ship-owners associations and shipbuilders.

Compare the source text and the target text of the ship repair contract given below, analyse the solutions made by the translator.

Ship repair contract

Source Language	Target Language
<p>Port of _____, 2012. Shipowner, hereinafter referred to as «the Owner» on the one part, and Messers _____, hereinafter referred to as «the Contractor» on the other part, have concluded the following Contract.</p> <p>Subject of the Contract</p> <p>1. The Owner places, and the Contractor accepts an order for the repair of the m/v «_____», hereinafter referred to as «the Vessel». The Contractor undertakes to carry out this order using his own manpower, own subcontractors, materials and facilities in full compliance with the repair specification stipulated in</p>	<p>Порт _____, 2012 р. Судновласник, іменованій надалі "Замовник", з одного боку, і, _____ іменованій надалі "Виконавець", з іншого боку, уклали цей контракт про таке.</p> <p>Предмет контракту</p> <p>1. Замовник пропонує, а Виконавець приймає замовлення на ремонт т/х "_____", іменованого надалі "Судно". Виконавець зобов'язується виконати це замовлення, використовуючи свій персонал, своїх субпідрядників, свої матеріали і засоби в повній відповідності з ремонтною відомістю, наведеною в</p>

Enclosure 1 of this Contract which is an integral part of this Contract.

Technical Conditions of the Contract

2. Repair of the Vessel is to be carried out in accordance with the technical documentation and with the requirements given in Enclosure 1 of this Contract.

3. Repair of the Vessel is to be carried out in accordance with regulations and under the supervision of surveyor(s) of the _____ Register of Shipping.

Pricing

4. The price of carrying out repair of the Vessel shall be _____, which shall be taken as to the cost of repairing the Vessel in accordance with the Repair Specification attached to this Contract.

The repair price shall include:

a) costs associated with the Vessel stay in the port and repair yard, towage, dry-docking, delivery trials, including port dues and fees;

b) costs associated with maintaining the security of the Vessel, with the provision of export or other licenses, and also the cost of supervision of the overhaul and acceptance of the Vessel by the _____ Register.

The price shall be firm and not subject to modification. Where the Owner requires additional work not provided for in the Repair Specification, the cost of such additional work shall be mutually agreed and shall be made the subject of an appropriate supplement to the Contract before completion of the Repair. The supplement to the Contract shall be accompanied by a schedule of work no longer required as well as any additional work. The Contractor has right to claim additional time necessary for completion of the Repair only if the cost of the additional work exceeds 10 % of the

Додатку 1, що є невід'ємною частиною цього контракту.

Технічні умови контракту

2. Ремонт судна проводиться за технічною документацією і в обсязі, зазначеному в Додатку 1 до цього контракту.

3. Ремонт судна проводиться за правилами і під наглядом Регістру _____

Вартість

4. Вартість ремонту судна становить _____ і розуміється як вартість ремонту судна відповідно до доданої до контракту ремонтної відомості.

До вартості ремонту включаються:

а) витрати, пов'язані з перебуванням судна в порту і на верфі, буксируванням, докуванням, приймально-здавальними випробуваннями, включаючи портові збори і мита;

б) витрати, пов'язані із забезпеченням безпеки судна, отриманням експортної або іншої ліцензії, а також витрати зі спостереження за ремонтом і прийманням судна Регістром.

Вартість є фіксованою і зміні не підлягає. Якщо ж Замовник вимагатиме виконання додаткових робіт, не передбачених у ремонтній відомості, то вартість додаткових робіт має бути узгоджена й оформлена відповідним доповненням до контракту до закінчення ремонту судна. До доповнення має бути додано відомість як знятих, так і додаткових робіт. Виконавець має право претендувати на додатковий час, необхідний для завершення ремонту, тільки в тому разі, якщо

original contract price or is the subject specified in par. 3 of the Addendum to the Contract.

IV. Duration of Repair

5. The duration for the completion of the Repair is fixed ____ running days from the date of commencement of repair work. By the above deadline all work shall have been completed in respect of repairs, testing, elimination of all defects and deficiencies, discovered during the testing in equipment and components repaired by the Contractor.

6. Acceptance of the Vessel for repair shall be agreed by protocol, and the date of this protocol shall be taken to be the date of commencement of the Repair work.

The Owner shall undertake to deliver the Vessel to the Contractor's repair yard at ____20__.

7. The completion date for the repairs of the Vessel shall be taken to be the date of signature by authorized representatives from each side of an acceptance protocol which will be accompanied by the Repair Specification of actual work completed and giving an itemized breakdown of prices.

V. Condition of Payment

8. Payment under the terms of this Contract will be made by the Owner within ___ days following receipt by the Owner of the following documents:

- a) Contractor's invoice accepted by the Owner's representative in 3 copies;
- b) Acceptance Protocol in 3 copies;
- c) Re-delivery protocol, signed by the Owner's and Contractor's representatives in 3 copies;
- d) Specification of Actual Works Completed with itemized prices in 3 copies.

вартість додаткових робіт перевищує 10 % первісної вартості контракту або є предметом параграфу 3 доповнення до контракту.

IV. Термін ремонту

5. Строк ремонту встановлюється у ____ днів з дати початку ремонтних робіт. До встановленого строку мають бути повністю закінчені всі роботи з ремонту, проведені випробування, усунені всі виявлені під час випробувань дефекти та недоліки у відремонтованих Виконавцем деталях (вузлах).

6. Приймання судна на ремонт оформляється протоколом, і дата цього протоколу вважається датою початку ремонтних робіт.

Замовник зобов'язується подати судно на верф Виконавця ____ 20__ р.

7. Датою закінчення ремонту судна вважається дата підписання уповноваженими представниками сторін приймально-здавального акта, до якого додається виконавча ремонтна відомість із зазначенням ціни по кожній позиції окремо.

V. Умови оплати

8. Платіж за цим контрактом здійснюється Замовником протягом ____ днів з дати отримання Замовником таких документів:

- a) рахунку виконавця, акцептованого представником Замовника в 3-х примірниках;
- b) акта приймання судна в ремонт у 3-х примірниках;
- c) приймально-здавального акта, підписаного представниками Замовника і Виконавця в 3-х примірниках;

e) Contractor's Certificate of Guarantee.

VI. Penalty

9. In the event of failure to meet the deadline for completion of the overhaul as laid down in section IV of this Contract, excluding cases of the force-majeure, the Contractor shall be obliged to pay to the Owner penalty amounting per each day detaining Vessel in repair in sum _____. The total amount of the penalty shall not exceed 10 % of the final repair price for Vessel.

10. The penalty shall not be subject to increase or reduction through arbitration procedures.

11. Application of the penalty for delay in carrying out the repairs shall not confer upon the Contractor the right to cancel this Contract or to refuse to comply with any of its provisions. The amount of the penalty will be withheld from the payment for the repair to the Vessel.

VII. Supervision of Work

12. In order to deal promptly with any technical problem, to observe and monitor the progress and quality of the repair work, and also to participate in testing procedures the Owner has the right to send his Representatives to the Contractor's repair yard.

13. The Owner's representatives shall have the right to refuse acceptance of any parts, materials and work not provided in accordance with the contractual conditions or Register's regulations and requirements.

14. The Contractor shall be obliged at his own cost and without extension of delivery deadline for the repairs to carry

d) виконавчої ремонтної відомості із зазначенням ціни за кожною позицією в 3-х примірниках;

e) гарантійного зобов'язання Виконавця.

VI. Санкції

9. У разі якщо зазначений у розділі IV цього контракту строк ремонту судна буде порушено, окрім випадків, викликаних обставинами форс-мажорного характеру, Виконавець зобов'язаний сплатити Замовникові штраф у розмірі _____ за кожний день затримки судна в ремонті. Загальний розмір штрафу не повинен перевищувати 10 % остаточної вартості ремонту.

10. Штраф не підлягає збільшенню або зменшенню в арбітражному порядку.

11. Застосування штрафу за запізнення у проведенні ремонту не дає права Виконавцю анулювати цей контракт або відмовитися від виконання будь-якого його пункту. Сума штрафу утримується Замовником з платежу за ремонт судна.

VII. Спостереження за ремонтом

12. Для своєчасного вирішення технічних питань, спостереження і контролю за ходом і якістю ремонту, а також для участі у проведених випробуваннях Замовник має право направити на верф Виконавця своїх інспекторів-приймальників.

13. Представники Замовника мають право відмовитися від приймання будь-яких деталей, матеріалів і робіт, які не відповідають умовам контракту або правилам і вимогам Регістру.

14. Виконавець повинен без додаткової оплати і подовження терміну ремонту судна виконати

out requests of the Owner's representatives for the elimination of any defects or deficiencies arising from poor workmanship or poor quality materials not in accordance with Contract conditions.

15. The contractor shall inform the Owner's representative in good time, but not later than one day in advance of the time fixed for commencement of final testing.

Test results and measurement data shall be recorded on test certificate, and 3 copies of which shall be supplied to the Vessel.

16. Should any difference of opinion arise between the Owner's and Contractor's representatives on technical matters a dispute protocol signed by both parties shall be drawn up for each individual case, which shall be submitted for appraisal by the Register whose decision shall be binding on both parties.

VIII. Modification of Scope of Work

17. The Owner has the right to cancel some items of the specification, and also to decrease or increase the scope of work during repair. If during the repair period the Owner will request modifications of technical conditions, such modifications, where they do not entail alterations to work already completed or an increase in cost, and where the Contractor is able to complete the work within Contract deadline, then such work shall be carried out by the Contractor without increasing the Contract price and without extending Contract deadline.

18. Where necessary, for additional payment at the Owner's request, the Contractor may carry out additional work not exceeding 10 % of the Contract price, only after a considering of such works has

вимоги представників Замовника щодо усунення виявлених дефектів і недоліків, що виникли через неякісне виконання роботи або неякісні та такі, що не відповідають умовам контракту, матеріали.

15. Виконавець завчасно, але не пізніше, ніж за один день, сповіщає представників Замовника про час початку випробувань.

Результати випробувань і дані вимірювань мають бути занесені до протоколу випробувань, 3 примірники якого мають бути передані на судно.

16. У разі якщо у представників Замовника та Виконавця виникнуть різні думки з технічних питань, то в кожному окремому випадку про це складається протокол розбіжностей за підписами обох сторін, що передається на розгляд Регістру, рішення якого є обов'язковим для обох сторін.

VIII. Зміна обсягу роботи

17. Замовник має право анулювати частину позицій ремонтної відомості, а також зменшити або збільшити обсяг робіт у період ремонту судна. Якщо в процесі ремонту Замовник вимагатиме внести зміни в технічні умови, то такі зміни, якщо вони не спричиняють перероблення вже виконаних робіт і подорожчання ремонту судна, і якщо Виконавець має змогу виконати ці роботи у встановлений контрактом строк, мають виконуватися Виконавцем без збільшення вартості контракту і без подовження строку ремонту.

18. У разі необхідності, за додаткову плату, на вимогу Замовника Виконавець може прийняти додаткові роботи, що не перевищують 10 % контрактної вартості, тільки після

been made and the possibility investigated of effecting its completion within contractual deadline. Such work shall be made the subject of an appropriate addendum to the Contract prior to the expire of the Contract deadline.

Should the volume of additional work exceeding 10 %, then the corresponding contractual deadlines, prices and conditions shall be mutually agreed by the Owner and Contractor, and shall be made the subject of an addendum to the Contract prior to the expire of the Contract deadline.

IX. Testing

19. In order to verify the quality of workmanship of newly installed equipment, materials and systems, and also in order to receive the necessary Register documents, the Contractor shall at his own cost, using his own manpower and materials, and in the presence of the Owner's and Register representatives, carry out test and checking operations in accordance with mutually agreed programme.

20. If during test and checking operations any defects are discovered, the Contractor shall without extension of agreed deadline and at his own cost make good such defects and shall, where necessary, carry out repeat tests at his own cost.

21. In the event of disputes between the Contractor and the Owner on technical matters, such disputes shall be decided by Register.

X. Acceptance

22. On completion of acceptance testing and when all defects in repaired or newly-installed equipment have been duly make

розгляду цих додаткових робіт і можливості їх виконання в межах контрактних термінів. Зазначені роботи мають бути оформлені відповідним доповненням до контракту до закінчення строку ремонту.

Якщо обсяг додаткових робіт перевищуватиме 10 %, то строки ремонту, вартість та умови виконання таких робіт будуть узгоджені між Виконавцем і Замовником окремо, і мають бути оформлені доповненням до контракту до закінчення ремонту судна.

IX. Випробування

19. Для перевірки якості виконаних робіт, а також для одержання необхідних документів Регістру Виконавець виконує за свій рахунок, своїми коштами і матеріалами, у присутності представників Замовника і Регістру випробування і контрольні розкриття за погодженою сторонами програмою.

20. Якщо в процесі випробувань будуть виявлені дефекти, Виконавець зобов'язаний за свій рахунок, без подовження обумовленого в контракті терміну ремонту усунути ці дефекти і провести, у разі необхідності, повторні випробування за свій рахунок.

21. У разі виникнення між Виконавцем і Замовником розбіжностей з технічних питань, ці розбіжності вирішуються Регістром.

X. Здавання-приймання

22. Після завершення приймально-здавальних випробувань, усунення виявлених при цьому дефектів представники Виконавця і Замовника складають приймально-здавальний

good, the Owner's and Contractor's representatives shall draw up the redelivery protocol.

23. The redelivery protocol shall be made in 6 copies, 3 copies for each party.

XI. Guarantee

24. The guarantee period for the completed repairs shall be 5 months from the date of signature of the redelivery protocol.

25. The Contractor shall be responsible throughout the guarantee period for the quality of repair and the materials used in the repairs.

26. If during the guarantee period any defects (malfunctions, deficiencies, etc.) are revealed provided that operation conditions are normal and causes of them are poor workmanship and quality of materials used, the Contractor to eliminate himself the said defects on his own account or to indemnify Owner's expenses for rectifying the defects.

27. According regulations of the shipyard, Vessel's galley using is prohibited. Any discharge of sewage as well as removing of this sewage from Vessel is prohibited during all period of repairing.

XII. Arbitration

28. All disputes and discords which may arise from and/or in connection with this Contract are to be filed and settled by Arbitration in London, and English Law shall govern these conditions.

XIII. General conditions

29. The Contractor does not have the right to hand over the execution of this Contract to third party without Owner's written consent. Failure to comply with this condition shall confer upon the

акт.

23. Приймально-здавальний акт складається в 6 примірниках по 3 примірники для кожної сторони.

XI. Гарантії

24. Строк гарантії на проведений ремонт встановлюється на період у шість місяців з дати підписання приймально-здавального акта.

25. Виконавець, протягом гарантійного періоду, відповідає за якість ремонту і за якість матеріалів, що застосовуються при ремонті.

26. Якщо протягом гарантійного строку розкриються будь-які дефекти (відмови, недоліки тощо), за умови нормальних умов експлуатації, та їхніми причинами є погана якість роботи і використаних матеріалів, Виконавець зобов'язаний усунути зазначені дефекти за власний рахунок, або відшкодувати витрати Замовника на виправлення цих дефектів.

27. Відповідно до правил верфі на акваторії верфі робота суднового камбуза не дозволяється. Злив стоків і зняття їх із судна на території верфі заборонені на весь період ремонту.

XII. Арбітраж

28. Усі суперечки і розбіжності за цим контрактом або у зв'язку з ним підлягають розгляду в Арбітражі в Лондоні, а умови контракту підпорядковані Англійському праву.

XIII. Загальні умови

29. Виконавець не має права передавати виконання цього контракту третім особам без письмової згоди Замовника. Недотримання цієї умови дає Замовнику право розірвати контракт з віднесенням усіх витрат на рахунок Виконавця.

30. Виконавцю дозволяється залучати

<p>Owner the right to cancel the Contract with all costs being attributed to the Contractor.</p> <p>30. The Contractor may hire subcontractors for the execution of this Contract. However, sole responsibility for the quality of the work carried out by such subcontractors and equipment supplied by them, in addition to observance of all other Contract Conditions, shall be borne by the Contractor.</p> <p>31. On signing this Contract, all previous correspondence and negotiation on the matter shall supersede.</p> <p>32. In the event of discrepancies between the Contract and the Enclosure to the Contract the text of the Contract shall take precedence.</p> <p>33. All modifications and additions to the Contract shall be valid only provided that they are drawn up in writing and signed by duly authorized persons from both parties.</p> <p>34. All duties, taxes and other costs associated with the conclusion and execution of this Contract incurred in the Contractor's country shall be borne by the Contractor, and in the Owner's country, by the Owner.</p> <p>35. The Contract is made in 2 copies in Russian and English, one copy for each party, and both have equal validity.</p> <p>36. Penalty ____ for each day to be paid for delay in repair over agreed in the «Work specification». The delay to be counted from the first day after completion of contracted period and total penalty amount shall not exceed 10 % of final repair price.</p> <p>37. The Contractor responsibility during the repair and the guarantee period for any losses or damages to the Vessel, her equipment, stores, crew and cargo arising from any negligence or default of the</p>	<p>до виконання цього контракту субпідрядників. Однак відповідальність за якість виконуваних субпідрядниками робіт і устаткування, що поставляється ними, а також за виконання всіх інших умов контракту, лежить на Виконавцеві.</p> <p>31. Після підписання цього контракту все попереднє листування і переговори за контрактом втрачають силу.</p> <p>32. У разі розбіжності між текстом контракту і додатка до нього текст контракту має переважну силу.</p> <p>33. Будь-які зміни і доповнення до цього контракту є дійсними лише в разі, якщо вони здійснені в письмовій формі і підписані належним чином уповноваженими на те особами.</p> <p>34. Усі збори, податки, мита та інші витрати, пов'язані з укладенням і виконанням цього контракту на території країни Виконавця, несе Виконавець, а на території країни Замовника - Замовник.</p> <p>35. Цей контракт складено у двох примірниках українською та англійською мовами по одному для кожної сторони, причому обидва тексти примірника мають однакову силу.</p> <p>36. За кожний день затримки судна понад установлений у технічному завданні строк стягується штраф у розмірі ____ . Затримка рахується з першого дня після закінчення контрактного періоду. Загальна сума штрафу не повинна перевищувати 10 % остаточної вартості ремонту.</p> <p>37. Відповідальність Виконавця в період ремонту і гарантійного періоду за всі збитки і пошкодження судна, його устаткування, запасів, екіпажу і вантажу, що виникли внаслідок</p>
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<p>Contractor shall be limited to a maximum of _____ per occurrence.</p> <p>The Owner _____ The Contractor _____</p>	<p>недбалості або помилки Виконавця, має бути обмежена сумою _____ за випадок. Замовник _____ Виконавець _____</p>
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Download a sample of a SBC from

<https://www.sec.gov/Archives/edgar/data/1332639/000119312507055526/dex424.htm>, analyse the text and translate it into Ukrainian.

Ship Purchase & Sale Agreement. This is a mutual agreement. It is a legal agreement through which the seller transfers ownership of the vessel to the buyer for a set consideration/price. Amongst the many ship purchase and sale agreements considered within this section as subgenres (since they have special characteristics), some models of Ship Sale Contracts such as NIPPONSALE/77 and the SALESCRAP can be highlighted, the latter being designed for vessel scrapping.

Mention must also be made at this point of a practice at the time called sale "according to good or bad news". This was used whenever communication with the vessel was not possible (when current day communication systems were unavailable). It was a random agreement wherein the buyer risked paying the price of a vessel despite the fact that the vessel could be lost.

Download the Vessel Purchase Agreement at

<https://www.sec.gov/Archives/edgar/data/1330849/000119312505171881/dex1013.htm>, analyse the text and translate it into Ukrainian.

Charter Party. The term charter party is derived from the Latin term "charta partita". It was so called because the agreement was divided into two parts upon signature and each party kept one part. The charter party is an agreement wherein the

vessel owner places his vessel at the disposal of the charterer so that goods can be shipped in exchange for payment of freight. Many subgenres can be found within the genre Charterparty and these require a detailed explanation due to the importance of such documents for maritime goods transportation. The following are the most important Charterparty agreements: **Time-Charter**. This is an agreement which places a vessel at the disposal of a Charterer for a fee, so that the Charterer can undertake the voyages needed during a certain time period. This agreement transfers commercial management of the vessel to the Charterer, wherein the ship-owner company retains control and seafaring management of the vessel. The characteristic of this agreement is that expenses and risks are shared between the parties: the ship-owner company pays for vessel navigation expenses while the Charterer takes on commercial exploitation expenses and risks. This agreement is quite often used in practice. The lack of specific legislation about the form of this agreement has given rise to a number of Time-Charter models amongst which mention must be made of: BALTIME, NYPE, LINERTIME charterparties and models created by oil companies such as STBTIME, SHELLTIME, etc.

Voyage-Charter. It is a typically historical contract which is entered into when the charterer contracts the entire load capacity of a vessel on a certain voyage. No management, commercial or seafaring transfer of vessel takes place, i.e. the ship-owner company has full control of the same and only just places vessel transportation capacity at the disposal of the charterer for a specific trip. Several types of agreements are used for Voyage-Charters and include GENCON, the most used Charterparty model. Other Voyage-Charter models are CORE 7, EXXONVOY and SHELLVOY. There is a substantial difference between Time-Charter and Voyage-Charter: commercial management of vessel is transferred from vessel owner to charterer in Time-Charter, while in Voyage-Charter such management is retained by vessel owner. The basic characteristic of Time-Charter is the subordination of the Captain to the Charterer in so far as voyages to be undertaken is concerned. The vessel owner rents the vessel to the charterer without crew or fuel, and the charterer assumes all expenses and responsibility during the validity period of the agreement.

Others. Besides the abovementioned three types, there are other types of contracts which are half-way between Time-Charter and Voyage-Charter. These include: **Consecutive Voyage Charter**, in which the vessel is chartered for a set of continuous voyages or for a fixed amount of voyages that can be undertaken during a certain time period.

Volume Contract or Tonnage Agreement, wherein a vessel is chartered for as many trips as are needed to transport a specific amount of goods.

Round Trip Charter, where the vessel is chartered for one trip but based on a Time-Charter, i.e.; the vessel is chartered for the time taken by a specific trip.

Slot Charter, this type does not refer to the entire vessel but to a certain amount of slots, which are equally dimensioned spaces that occupy dimensions of a standard sized container.

Analyse the charter party agreement given below and translate it into Ukrainian.

CHARTER PARTY AGREEMENT

NAME OF VESSEL: _____ TYPE: _____ OFFICIAL NUMBER: _____

LENGTH: _____ FLAG OF VESSEL: _____ PORT OF REGISTRY: _____

This date: _____ and place: _____
Between the undersigned parties it has been agreed as follows:

OWNER/AGENT:
ADDRESS: _____

CHARTERER:
ADDRESS: _____

STAKEHOLDER: _____

BROKER: _____

CHARTER PARTICULARS

FROM: _____ TO: _____ # Nights: _____
(Time and date) (Time and date)

BOARDING: _____ DISEMBARKING: _____

NUMBER OF GUESTS: _____ Number of Crew: _____ CRUISING AREA: _____
(Rate is based on # guests stated)

CHARTER FEE: _____

ADDITIONAL FEE: _____

TOTAL CHARTER FEE: _____

PAYMENT SCHEDULE:

1st DEPOSIT AMOUNT: _____ DUE ON SIGNING OF CONTRACT

2nd DEPOSIT AMOUNT: _____ DUE DATE: _____

FINAL PAYMENT AMOUNT: _____ DUE ON OR BEFORE: _____

SIGNATURES

I have read and understand the terms of this Agreement, plus all additional conditions and/or addendums.

OWNER OR AUTHORIZED AGENT

CHARTERER

Signature: _____

Signature: _____

Date: _____

Date: _____

Full Name of Signatory: _____

Full Name of Signatory: _____

Witness: _____

Witness: _____

TRAVEL INSURANCE:

ACCEPT Charterers initials _____

DECLINE Charterers initials _____

Charterers initials: _____

1
Owner/Agents initials: _____

1. TERMS AND CONDITIONS:

Included/Excluded: (unless otherwise specified under Additional Conditions): The charter fee includes the services of a Captain and Crew, meals, standard ship's bar, fuel, and all expenses related to running of the vessel and use of on-board sports equipment. The charter fee does not include (optional) crew gratuities, scuba diving, scuba equipment, premium beverages and fine wines, excessive alcoholic consumption, off yacht excursions, dockage, cruising taxes and permits, telephone, airport transfers or similar expense incurred by the CHARTERER.

ADDITIONAL TERMS AND CONDITIONS:

2. PAYMENTS:

It is further understood that charter fees will be deposited in an Escrow Account and will be disbursed to the OWNER in the following manner: Not more than 35% of the charter fee plus delivery fees and other additional expenses as applicable not more than ten (10) days prior to the start date of the charter period. The balance of the charter fee will be dispersed no earlier than the start date of charter. It is further understood that the OWNER considers charter deposits non-refundable.

3. DEFAULTS IN PAYMENT: Should any installment of charter fees not be paid on the date designated, the CHARTERER will be advised in writing and will have 14 days to pay balances due. If the default continues thereafter, the OWNER shall be so be advised by the BROKER, and the OWNER shall have the right to cancel this Agreement without prejudice to his rights in respect of any arrears of charter money, or of any breach by the CHARTERER of the conditions contained herein.

4. CANCELLATIONS: Should the CHARTERER cancel before the charter term begins, deposits will be refunded under the following conditions: If the yacht is rebooked for the same period or portion thereof Deposits paid will be refunded pro rata, less a service-fee equal to the BROKER'S full commission. If rebooking is not possible, no refund will be made. If the OWNER cancels, the OWNER shall reimburse the CHARTERER, through the BROKER, for all deposits paid as of cancellation date, and pay BROKER'S full commission. Cancellations by OWNER or CHARTERER are to be in writing through the BROKER and acknowledged by both parties.

5. BROKERAGE: The OWNER and CHARTERER recognize _____ as the sole BROKER in connection with this Agreement. The OWNER agrees to pay said BROKER customary and usual brokerage fees in connection with said charter and for any extensions and subsequent charters of the yacht by this same CHARTERER or other members of his/her Charter party for a period of 2 years from the end of the initial charter. The parties, understand and agree that the function of the BROKER is solely that of arranging the charter and that the BROKER is not responsible for the CHARTERER'S, OWNER'S or crew's actions at any time, nor will the BROKER be liable for the satisfaction of the CHARTERER or any actions or events outside BROKER'S direct control. OWNER agrees for itself and on behalf of the vessel's captain and crew and the OWNER'S other employees and agents, not to solicit future business from the CHARTERER without the written consent of the BROKER, except for any future charters of the Yacht for which BROKER shall be compensated as set forth above. This shall include but shall not be limited to the distribution on the chartered yacht or thereafter to the CHARTERER of marketing materials for other yachts, agents or BROKERS. The OWNER agrees to instruct the vessel's captain and crew and the OWNER'S other employees and agents regarding their obligations as set forth above.

Charterer Initials: _____

2

Owner/Agent Initials: _____

6. DELIVERY: The OWNER agrees to deliver the yacht at the Port of Boarding in full commission and in proper working order, having all licenses required for any jurisdiction within the area of charter, outfitted as a yacht of her size, type and accommodations, with full equipment, inclusive of that required by law, and fully furnished, including galley and utensils, blankets, linens, and towels, in stomach, clean and good condition throughout and ready for service; and, further agrees to allow demurrage pro rata to the CHARTERER for any delay in-delivery, unless caused by Force Majeure. Should it be impossible for the OWNER to make delivery within twenty-four hours after the start of the charter period (for any reason other than Force Majeure), the CHARTERER may cancel or reschedule this Agreement. Any charter deposits paid in advance (plus BROKER'S commission) shall be returned by the OWNER in full to the CHARTERER at the CHARTERER'S option without further liability to the OWNER.

7. FORCE MAJEURE: Force Majeure is defined as any cause attributed to acts of GOD, accidents, natural disaster, weather or other occurrences beyond the reasonable control of the OWNER, and not caused by the OWNER'S negligence. No warranty is made as to the suitability of weather with respect to this charter. If a Named Storm threatens or is forecast to threaten the expected location of the charter yacht, as determined by the Captain in his/her sole discretion, the Captain shall have the option of terminating or canceling the charter any time that he/she deems necessary. No refund is provided for cancellation due to weather.

8. AUTHORITY: The OWNER warrants that the Captain meets all requirements necessary to legally command the yacht in the area chartered. While it is agreed the CHARTERER may determine the general movements and destination of the yacht within the boundaries of this Agreement, it is understood that the Captain is in full command, and that the CHARTERER agrees to abide by his judgment as to clearance, sailing, weather conditions, anchorages and other pertinent matters.

9. LIENS: The CHARTERER, his agents, and/or employees, have no right or power to permit or suffer the creation of any Maritime Liens against the yacht. The CHARTERER agrees to indemnify the OWNER for any charges or losses incurred as a result of a breach of this paragraph, including reasonable attorney's fees.

10. NON-ASSIGNMENT: The CHARTERER agrees not to assign this Agreement or sub-charter the yacht without the OWNER'S consent in writing.

11. RESTRICTED USE: The CHARTERER agrees that the yacht shall be employed exclusively as a pleasure vessel for the sole and proper use of himself, his family, guests and servants, during the term of this charter, and shall not transport merchandise, or carry passengers for pay, or engage in any trade, nor in any way violate the Laws of any Government within the jurisdiction of which the yacht may be at any time, and shall comply with the law in all other respects.

12. NAVIGATION LIMITS: The CHARTERER agrees to restrict the cruising of the yacht to the area specified on the 1st page of this Agreement, cruising area.

13. INSURANCE: The OWNER agrees to keep the yacht fully insured against fire, marine and collision risks and with protection and indemnity coverage for the full term of the charter period. The CHARTERER shall not be liable for any such loss or damage covered by such insurance. Failure by the OWNER to provide such insurance will burden him with the same responsibility as if the yacht were so insured. The CHARTERER may purchase additional Charter liability insurance at his /her expense. The OWNER shall not be held responsible for loss or damage to personal property or for any injury suffered by the CHARTERER, or any member of his party, during the term of this charter, regardless of whether any such loss or injury occurs on board the yacht or elsewhere, unless such loss, damage or injury is the direct and proximate result of OWNER'S sole negligence. More specifically, but without limiting the foregoing, the OWNER and his insurance underwriters accept no responsibility or liability for accidents, injuries or death related to the yacht's dinghy, swimming and/or the use of snorkels, masks or allied equipment (such as scuba equipment), water skiing, windsurfing, personal watercraft, spinaker flying, halyard flying, or other sports equipment, whether or not supplied by the OWNER or CHARTERER.

14. ACCIDENTS: The OWNER agrees that should the yacht, after delivery, sustain breakdown of machinery, or be disabled, or damaged by fire, grounding, collision or other cause so as to prevent its use by the CHARTERER for a period of twenty-four (24) consecutive hours or more, or should the yacht be lost or said damage(s) be so extensive that the yacht cannot be, or is not repaired within twenty-four (24) hours, none of the above being brought about by any act or default of the CHARTERER, the CHARTERER shall have the right to terminate the charter. The OWNER shall make a pro rata return of all charter fees to the CHARTERER from the time of such loss or damage.

Charterer Initials: _____

Owner/Agent Initials: _____

15. DRUGS AND OTHER ILLEGAL ACTIVITIES: The use, transportation, or possession of illegal drugs or narcotics (including marijuana) or of any other contraband, or the participation in any other unlawful activity is strictly prohibited. The participation in any of these activities by CHARTERER, or by any guest of the party constitutes a breach of the charter and shall be cause for immediate termination of this Agreement without refund of any payments made by CHARTERER. CHARTERER will be held responsible for any loss or damage to the yacht due to any such violations and will be put ashore at the next port of call.

16. REDELIVERY: The CHARTERER agrees to redeliver the yacht, her equipment and furnishings, free and clear of any indebtedness incurred for by the CHARTERER, at the expiration of the charter. The CHARTERER also agrees to be responsible for and to replace or make good any injury to the yacht, her equipment and furnishings caused by himself or by any of his party, less ordinary wear and tear, except to the extent such claims are covered by insurance as provided above. This means that the CHARTERER shall be responsible for any costs up to the amount of any deductible. Should the CHARTERER hinder the yacht's redelivery to the place and time stipulated, for whatever cause, he shall pay the OWNER demurrage pro rata for additional charter time, plus any other losses the OWNER sustains related to the delayed redelivery. If the delay in redelivery is due to Force Majeure, the CHARTERER is not held responsible for any additional charter fees.

17. DISPUTE RESOLUTIONS: Should the OWNER and CHARTERER be unable to reconcile any differences that may arise with respect to the charter or this Agreement, such dispute shall be submitted first to mediation before a mediator mutually agreed upon by the CHARTERER and the OWNER, with the cost thereof divided equally between the parties. The mediation will be in accordance with such rules as the parties may designate agree upon and in the event the dispute cannot be resolved by mediation, then either party may resort to an action as provided in paragraph 18.

18. VENUE: The venue of any action arising from this Agreement shall lie exclusively in the Courts of the City and State of OWNER'S residence, unless another place is mutually agreed upon, and both parties shall submit to the jurisdiction of such court.

19. EXECUTION OF AGREEMENT: The OWNER and CHARTERER, whose signatures need not be affixed to the same copy of the YACHT CHARTER PARTY AGREEMENT, may transmit the Agreement by facsimile or other electronic means. The separately signed Agreement, and/or copies thereof, shall constitute a binding Agreement between the OWNER and the CHARTERER.

20. TRIP CANCELLATION INSURANCE: The CHARTERER acknowledges that trip cancellation insurance has been offered and that he/she has the choice of either accepting or declining such coverage. If CHARTERER accepts cancellation insurance from BROKER or other source it is the CHARTERER'S responsibility to understand the coverage's offered from the insurance company. The BROKER shall not be held liable for any claims related to the travel insurance.

This Agreement must be signed and returned within 10 days of receipt by the OWNER or the OWNER'S representative via electronic or other means to the delivery address provided. Otherwise the CHARTERER has the right to cancel without penalty.

Charterer Initials: _____

4

Owner/Agents Initials: _____

Maritime Insurance. Marine underwriters, through Maritime Insurance, undertake to insure policy holders under certain circumstances, upon payment of a fee premium. The principal Maritime Insurance sub-genres include:

a) **Hull Insurance**, which covers vessel owner's interest in relation to a specific vessel. This insurance policy is of two types:

– Vessel Insurance, which includes hull, machinery, rigging and everything that belongs to a ship, including provisions and fuel.

– Liabilities Insurance, which covers material damage caused to third party goods.

b) **Cargo Insurance**, which insures goods loaded on a vessel for transportation, as well as any interests pertaining to the same. The ILU – Institute of London Underwriters published some clauses for Cargo Insurance called Institute Cargo Clauses. It is the most frequently used type of document.

c) Other Maritime Insurance Policies worth mentioning are Ship-owner's **Freight & Civil Liability**, and **P&I Insurance**. The history of P&I Clubs is quite interesting and dates back to the 18th century. They were established by vessel owners from different geographic areas who were not satisfied with cost and cover provided by insurance companies of the time. Although it is true that P&I Clubs originated in Great Britain, they soon became international. Many insurance companies tend to follow the Anglo-Saxon insurance policy model and therefore P&I Clubs have gained worldwide importance within the field of international maritime law. This has led to the need for translation from English into other languages.

Maritime Lien. This is a voluntary agreement whereby a creditor agrees to loan money to a debtor for carrying out navigation related activities. Maritime Lien is one of the remarkable “characteristics” of Maritime Law because a creditor avails of the vessel to provide credit, something that does not happen with other credits regulated by civil or mercantile common law.

Analyse the marine cargo insurances given below and translate it into Ukrainian.

MARINE CARGO Insurance Proposal Form

 Intermediary Code

 Insurance Policy Number

INSURED INFORMATION

Name of Insured :		
Nature of Insured's Business Activity :		
Address :	City :	Postal Code :
VAT No. :	Tax office :	
Telephone :	FAX :	E-mail :

COVERAGE DESIRED FOR

<input type="checkbox"/> Imports	<input type="checkbox"/> Exports	<input type="checkbox"/> Inland Transits
----------------------------------	----------------------------------	--

TYPE OF POLICY REQUIRED

<input type="checkbox"/> One Voyage / Transit Policy	<input type="checkbox"/> Open Cover Policy (annual)	<input type="checkbox"/> Block Policy (annual)
--	---	--

UNDERWRITING INFORMATION

Description of subject matter / merchandize / cargo to be insured :		
Subject matter / merchandize / cargo proposed for insurance is: <input type="checkbox"/> New <input type="checkbox"/> Used <input type="checkbox"/> Reconditioned		
Means of transportation / mode of shipment & proportion percentage for each : <input type="checkbox"/> Sea % <input type="checkbox"/> Road % <input type="checkbox"/> Air % <input type="checkbox"/> Rail % <input type="checkbox"/> Post Parcels % <input type="checkbox"/> Courier % <input type="checkbox"/> Other % (please specify)		
Packing Details (i.e. drums, bundles, cartons / crates /bags e.t.c palletized / wrapped) :		
Are containers used? <input type="checkbox"/> Yes <input type="checkbox"/> No if yes, state whether: <input type="checkbox"/> Full container load <input type="checkbox"/> Less container load <input type="checkbox"/> Reefer <input type="checkbox"/> others a) If full container load, who packs the containers? <input type="checkbox"/> shipper <input type="checkbox"/> carrier <input type="checkbox"/> other b) Where is the container destuffed? <input type="checkbox"/> port of discharge <input type="checkbox"/> your / consignee's warehouse, if other, please specify.		
Details of Voyages:		
	From	To
Imports		
Exports		
Inland transit		
Specific		
Estimated Annual Insurable Volume :		
Imports	Exports	Inland Transits
Frequency of Shipments per month :		

Limits:

a) Limit per Location during transit:

	Imports	Exports	Inland Transits

b) Maximum value shipped (i.e. maximum value of the merchandise on any one Truck/Road Vehicle /Rail /Air / Ocean Going Vessel / Courier / Post Parcel):

	Imports	Exports	Inland Transits
Sea			
Road			
Air			
Rail			
Post Parcel			
Courier			
Other			

Basis of Valuation:

	Imports	Exports	Inland Transits

INSURING TERMS & CONDITIONS

<input type="checkbox"/> Institute Cargo Clauses A	<input type="checkbox"/> Malicious Damage	<input type="checkbox"/> Burglary
<input type="checkbox"/> Institute Cargo Clauses B	<input type="checkbox"/> War risks	<input type="checkbox"/> Other
<input type="checkbox"/> Institute Cargo Clauses C	<input type="checkbox"/> Strikes	

Will there be any transshipment? If yes, please give details:

Do you require storage cover at intermediate inland locations, originating ports (exports), and arrival ports (imports) e.t.c? If yes, please mention:

a) Location (city/town/port):

b) Number of days / weeks:

c) Maximum amount insured per location:

Are the shipments carried out by:

the assured's own means third parties' means (i.e. transportation companies)

If both the above are ticked, please mention the proportion percentage for each case.

Have you entered into a special contract with any Carrier restricting their Liability? Yes No

LOSS RECORD

Please mention below the losses for the last three years:

Date of Loss	Type of Loss / Cause	Amount Paid	Amount Outstanding

Period of Insurance: From To

IMPORTANT NOTICE

- It is your duty to answer all questions fully and to disclose all material facts to Underwriters. A material fact is one which may influence an Underwriter's judgement in the consideration of your proposal. If your proposal is a renewal, it is likely that any change in facts previously advised to Underwriters will be material and such changes should be highlighted. If you are in any doubt as to whether a fact is material you should consult your broker or disclose it.
- Failure to so inform us may invalidate this insurance or any claim made under it.
- The particulars provided by, and statements made by, or on behalf of the Applicant(s) contained in this application form and any other information submitted or made available to, or on behalf of the Applicant(s) are the basis for the proposed policy and will be considered as being incorporated into and constituting a part of the proposed policy.

DATA PROTECTION NOTICE

- The Underwriters will collect certain information about individuals within or connected to your company and any subsidiaries ("data subjects") in the course of considering your application and, if we issue a policy, in conducting our relationship with you. This information will be processed for the purpose of underwriting your insurance coverage, managing any policy issued, providing risk management advice and administering claims. We may pass the information to our reinsurers, legal advisers, loss adjusters, group companies or agents for these and other purposes. This may involve its transfer to countries which do not have data protection laws.
- By signing this proposal form you confirm the consent of the data subjects to the processing and transfer of information (including sensitive information) described in this notice, and that you have taken all steps necessary to inform them of our processing and your disclosure of information to us for the purposes described above. Without this consent and your confirmation of these matters, we would not be able to consider your application.

DECLARATION

- I/we hereby confirm that I am authorised to complete this Application Form on behalf of all parties entitled to coverage under this insurance.
- I/we declare that the statements and particulars contained in the proposal are true and that I/we have not misstated or suppressed any material facts.
- I/we undertake to inform Underwriters of any material alteration to these facts occurring before completion of the contract of insurance as well as during it.

Signed:

Position:

Dated:

Product Disclosure Sheet

(Please read this Product Disclosure Sheet before you decide to take up the Marine Cargo Insurance cover. Be sure to also read the general terms and conditions.)

MARINE CARGO INSURANCE

1. What is this product about ?

This policy covers loss or damage to your goods caused by peril insured whilst in transit from one place to another by sea or by air or by rail or land conveyance.

2. What are the covers / benefits provided ?

The following are the type of coverage offered:-

a) Institute Cargo Clause (ICC) (A) 1.1.82

This is the widest form of cover. This Policy covers all risks of loss of or damage to the goods except as provided in the exclusions.

b) Institute Cargo Clause (ICC) (B) 1.1.82

This Policy covers against loss of or damage to the goods attributable to or caused by:-

- fire or explosion
- vessel or craft being stranded grounded sunk or capsized
- overturning or derailment of land conveyance
- collision or contact of vessel craft or conveyance with any external object other than water
- discharge of cargo at port of distress
- earthquake, volcanic eruption or lightning
- general average sacrifice
- jettison
- washing overboard
- general average and salvage charges
- entry of sea, lake or river water into the vessel craft hold conveyance container liftvan or place of storage
- total loss of any package lost overboard or dropped whilst loading onto or unloading from vessel or craft

c) Institute Cargo Clause (ICC) (C) 1.1.82

- fire or explosion
- vessel or craft being stranded grounded sunk or capsized
- overturning or derailment of land conveyance
- collision or contact of vessel craft or conveyance with any external object other than water
- discharge of cargo at port of distress
- general average sacrifice



- jettison
- general average and salvage charges

NOTE - This list is not exhaustive. Please refer to the policy contract for the full list of terms and conditions under this policy.

With the payment of additional premium, the cover of this policy may be extended to include the following coverage:-

- War as provided in the Institute War Clauses (Cargo)
- Strikes as provided in the Institute Strikes Clause s(Cargo)

3. How much premium do I have to pay ?

The premium you have to pay may vary depending on the type of cargo, method of shipment, voyage, coverage required, and our underwriting requirements.

4. What are the fees and charges that I have to pay ?

In addition to the premium, you have to pay:	Amount
a. Government Service Tax, if applicable	5% of premium
b. Stamp duty	RM10.00

The premium that you have to pay includes the commissions paid to the intermediaries, if any, amounting to 15% of the premium.

5. What are some of the key terms and conditions that I should be aware of ?

- **Duty of disclosure** : You must disclose all material facts which you know or ought to know which would affect our underwriting consideration of your proposal; otherwise your policy may be invalidated.
You must ensure that your goods are insured based on the prime cost of the goods plus the expenses of and incidental to shipping, the freight for which you are liable, and the charges of insurance.
- **Excess** - This is the amount you have to bear before we indemnify you of a loss.

6. What are the major exclusions under this policy ?

This policy does not cover:-

- (a) loss damage or expense attributable to willful misconduct of the insured
- (b) loss damage or expense caused by inherent vice or nature of the subject matter insured
- (c) ordinary leakage, ordinary loss in weight or volume or ordinary wear & tear of the subject matter insured



- (d) loss damage or expense arising from insolvency or financial default of owners managers charterers or operators of the vessel.
- (e) loss damage or expense arising from unseaworthiness of vessel or craft, unfitness of vessel craft conveyance container or liftvan for the safe carriage of the subject matter insured, where the insured or their servant are privy to such unseaworthiness or unfitness at the time the subject matter is loaded therein.
- (f) loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject matter insured
- (g) loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against.
- (h) Loss damage or expense arising from the use of any weapon of war, weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

NOTE

This list is not exhaustive. Please refer to the policy contract for the full list of exclusions under this policy.

7. Can I cancel my policy ?

There is no cancellation condition provided in the Policy.

8. What do I need to do if there are changes to my contact details ?

It is important that you inform us of any change in your contact details to ensure that all correspondences reach you in a timely manner.

9. What should you do in the event of loss ?

You must notify us or the survey agents named in the policy in writing with full details as soon as possible. Early notification is required to avoid any prejudice to your claim.

10. What should you do when making a claim ?

You must submit your claim with all the supporting information and documents to us or the settling agent/survey agent named in the policy and give full cooperation to us or the settling agent or survey agent in assessing your claim.

11. Where can I get further information ?

Should you require additional information about this insurance or any other types of insurance product, you can contact us or your insurance intermediary or visit our website at www.mpiib.com.my

Multi-Purpose Insurans Bhd
8th Floor, Menara Multi-Purpose
Capital Square,
8, Jalan Munshi Abdullah
50100 Kuala Lumpur
Tel: 03-2034 9888
Fax: 03-2694 5758



12. Other types of similar insurance cover available?

- Inland Transit Insurance

IMPORTANT NOTE:

YOU ARE ADVISED THE COVERAGE, EXCLUSIONS AND LIMITATION OF BENEFITS HIGHLIGHTED ARE NOT EXHAUSTIVE. THE FULL INFORMATION IS IN THE INSURANCE CONTRACT.

YOU SHOULD SATISFY YOURSELF THAT THIS POLICY WILL BEST SERVE YOUR NEEDS. YOU SHOULD READ AND UNDERSTAND THE INSURANCE POLICY AND DISCUSS WITH THE AGENT OR CONTACT US DIRECTLY FOR MORE INFORMATION.

The information provided in this product disclosure sheet is valid as at 01/01/2010.

Topic 3. Macrogenre: Unilateral declarations

Bill of Lading (B/L). This is a “unilateral declaration” since the person-in-charge (captain, shipping agent or transport company) acknowledges receipt of goods onboard the vessel for transportation and undertakes to deliver goods to the legitimate holder of the title at destination. However, just like in the case of other documents, one can argue that this is an “administrative document” because at times the document is a requisite without which certain commercial transactions cannot be carried out. There are many subgenres within the genre Bill of Lading. According to Gabaldón & Ruiz (2002), and Del Pozo & Padín (2005: 811), we can divide them into two main types¹²: (a) Tramp Bills of Lading. These are issued for Voyage Charterparties and therefore most of their clauses are taken from the said charterparties through an incorporation mechanism. They are mainly used for bulk carriage. Del Pozo & Padín highlight CONGENBILL¹³ (bill of lading to be used with charter-parties) and INTANKBILL 78, used mainly for transportation of crude oil. (b) Liner Bills of Lading. These are autonomous Bills of Lading which specify carriage conditions since they are

conceived for vessels that serve on regular routes. The CONLINEBILL is worth mentioning here, which specifies that it is a Liner Bill of Lading. Sea Protest/Note of Protest. A Sea Protest is a “unilateral declaration” because it is generally made by the person commanding the vessel and is made to cover the interested party from any possible liability that may arise. There is no intervention from any other party. During our study, we did not find any evidence of subgenres for the genre Sea Protest. Cargo Manifest. This is a “unilateral declaration” because it is a document drafted by the Captain after goods have been loaded onto the vessel. However, just like in the case of Bill of Lading, we can also argue that this too could be considered as an “administrative document” for the same reasons explained hereinabove. There are two subgenres for the Cargo Manifest, namely: a) Inward Manifest: a document that needs to be handed upon arrival of vessel at a port. b) Outward Manifest: a document that needs to be handed over at departure of vessel from a port. Now that justification has been provided for classification into genres and subgenres, I would like to clarify that this is not a final or rigid proposal since we could debate that the analysed genre could possibly be included under other macrogenres. Therefore, we may argue that a Bill of Lading could be considered as a “unilateral agreement” and thus could also be included under the “administrative document” macrogenre. This proposal is therefore dynamic and flexible, where the objective is to contribute to organising the different textual genres that are connected with maritime activity.

Compare the source text and the target text of the bill of lading given below, analyse the solutions made by the translator.

Source Language	Target Language
<p>BILL OF LADING page 1 TO BE USED WITH CHARTER-PARTIES CODE NAME: «CONGENBILL» EDITION 1994 ADOPTED BY THE BALTIC AND INTERNATIONAL MARITIME COUNCIL (BIMCO)</p> <p style="text-align: center;">Conditions of Carriage</p> <p>(1) All terms and conditions, liberties and exceptions of the Charter Party, dated as overleaf, including the Law and Arbitration Clause, are herewith incorporated.</p> <p>(2) General Paramount Clause.</p>	<p>КОНОСАМЕНТ Сторінка 1 ДЛЯ ВИКОРИСТАННЯ СПІЛЬНО З ЧАРТЕР-ПАРТІЯМИ КОДОВЕ НАЙМЕНУВАННЯ: "CONGENBILL" РЕДАКЦІЯ ВІД 1994 р. ПРИЙНЯТО: БАЛТІЙСЬКА І МІЖНАРОДНА МОРСЬКА РАДА (БІМКО)</p> <p>Умови перевезення</p> <p>(1) Усі умови і положення, привілеї та винятки Чартер-партії від дати, зазначеної на зворотному боці аркуша, включно з умовою про застосовне законодавство й арбітраж, включені до цього.</p> <p>(2) Загальне застереження Парамант.</p>

<p>(a) The Hague Rules contained in the International Convention for the Unification of certain rules relating to Bills of Lading, dated Brussels the 25th August 1924 as enacted in the country of shipment, shall apply to this Bill of Lading. When no such enactment is in force in the country of shipment, the corresponding legislation of the country of destination shall apply, but in respect of shipments to which no such enactments are compulsorily applicable, the terms of the said Convention shall apply.</p> <p>(b) Trades where Hague-Visby Rules apply. In trades where the International Brussels Convention 1924 as amended by the Protocol signed at Brussels on February 23rd 1968 – the Hague-Visby Rules – apply compulsorily, the provisions of the respective legislation shall apply to this Bill of Lading.</p> <p>(c) The Carrier shall in no case be responsible for loss of or damage to the cargo, howsoever arising prior to loading into and after discharge from the Vessel or while the cargo is in the charge of another Carrier, nor in respect of deck cargo or live animals.</p> <p>(3) General Average. General Average shall be adjusted, stated and settled according to York-Antwerp Rules 1994, or any subsequent modification thereof, in London unless another place is agreed in the Charter Party.</p>	<p>(a) До цього Коносамента застосовуватимуться Гаазькі правила, що містяться в Міжнародній конвенції з уніфікації деяких правил, що стосуються коносаментів, підписаної в Брюсселі 25 серпня 1924 року, як передбачено в країні відвантаження. Якщо в країні відвантаження такого нормативного акта не існує, то застосовуватиметься відповідний нормативний акт країни призначення. Однак до відвантажень, до яких такі нормативні акти не застосовні в обов'язковому порядку, застосовуватимуться умови вищеназваної Конвенції.</p> <p>(b) Рейси, до яких застосовуються Гааго-Вісбійські правила. У рейсах, до яких правила Міжнародної Брюссельської конвенції 1924 року, з поправками, внесеними Протоколом, підписаним у Брюсселі 23 лютого 1968 року, - "Гааго-Вісбійські правила" - застосовуються в обов'язковому порядку, до цього Коносамента застосовуватимуться умови відповідного законодавчого акта.</p> <p>(c) Перевізник у жодному разі не буде відповідальним за втрату або ушкодження вантажу, що сталися будь-яким чином до навантаження на Судно, або після вивантаження із Судна, або в період знаходження вантажу під відповідальністю іншого Перевізника, як щодо палубного вантажу, так і щодо живих тварин.</p> <p>(3) Загальна аварія. Якщо інше місце не погоджено в цій Чартер-партії, загальна аварія підлягає врегулюванню в Лондоні згідно з Йорк - Антверпенськими правилами від 1994 року, або будь-якими їхніми подальшими оновленнями.</p>
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<p>Cargo's contribution to General Average shall be paid to the Carrier even when such average is the result of a fault, neglect or error of the Master, Pilot or Crew. The Charterers, Shippers and Consignees expressly renounce the Belgian Commercial Code, Part II, Art. 148.</p>	<p>Частковий внесок за загальноаварійними збитками, включно з частиною вартості втраченого вантажу, буде сплачено Перевізнику, навіть якщо така аварія сталася з вини або стала результатом помилки чи недбалості капітана, лоцмана або екіпажу. Фрахтувальник, Вантажовідправники та Одержувачі явно відмовляються від застосування статті 148, частини II Комерційного кодексу Бельгії.</p>
<p>(4) New Jason Clause. In the event of accident, danger, damage or disaster before or after the commencement of the voyage, resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequence of which, the Carrier is not responsible, by statute contract or otherwise, the cargo, shippers, consignees or the owners of the cargo shall contribute with the Carrier in General Average to the payment of any sacrifices, losses or expenses of a General Average nature that may be made or incurred and shall pay salvage and special charges incurred in respect of the cargo. If a salving vessel is owned or operated by the Carrier, salvage shall be paid for as fully as if the said salving vessel or vessels belonged to strangers. Such deposit as the Carrier, or his agents, may deem sufficient to cover the estimated contribution of the goods and any salvage and special charges thereon shall, if required, be made by the cargo, shippers, consignees or owners of the goods to the Carrier before delivery.</p>	<p>(4) Нове застереження Джексона. У разі аварії, небезпечної ситуації, пошкодження або лиха, що трапилися перед або після початку рейсу, і які стали наслідком будь-якої причини, недбалості чи ні, за які, або за наслідки яких перевізник не несе відповідальності згідно із законодавством, договором або іншим, вантажовідправники, вантажоодержувачі або власники вантажу братимуть участь у пайовому внеску для покриття загальноаварійних збитків разом із перевізником для оплати будь-яких втрат, збитків або витрат загальноаварійного характеру, що можуть бути понесені, а також сплачуватимуть Якщо судно, що рятує, належить або перебуває під управлінням перевізника, то винагороду за порятунок майна буде виплачено в такому самому повному обсязі, як якби це судно або судна, що рятує, належали стороннім особам. Якщо буде потрібно, вантажовідправники, вантажоодержувачі або власники вантажу внесуть перевізнику перед доставкою такий депозит (завдаток, забезпечення), який перевізник або його агент вважатимуть достатнім для покриття оцінного внеску за вантаж, будь-якої винагороди за порятунок</p>

<p>(5) Both-To-Blame Collision Clause. If the Vessel comes into collision with another vessel as a result of the negligence of the other vessel, and any act, neglect or default of the Master, Mariner, Pilot or the servants of the Carrier in the navigation or in the management of the Vessel, the owners of the cargo carried hereunder will indemnify the Carrier against all loss or liability to the other or non-carrying vessel or her Owners in so far as such loss or liability represents loss of, or damage to, or any claim whatsoever of the owners of said cargo, paid or payable by the other or non-carrying vessel or her owners to the owners of said cargo and set-off, recouped or recovered by the other or non-carrying vessel or her owners as part of their claim against the carrying Vessel or the Carrier. The foregoing provisions shall also apply where the owners, operators or those in charge of any vessel or vessels or objects other than, or in addition to, the colliding vessels or objects are at fault in respect of a collision or contact.</p> <p>For particulars of cargo, freight, destination, etc., see overleaf.</p>	<p>майна та особливих платежів. (5) Застереження про взаємну відповідальність при зіткненні суден. Якщо сталося зіткнення Судна з іншим судном, що стало наслідком недбалості з боку іншого судна, і будь-якої дії, недогляду, невиконання обов'язків капітаном, членами екіпажу, лоцманом або службовцями Перевізника, допущеними в судноводінні або керівництві Судна, то власники вантажу, що перевозиться, гарантують Перевізнику відшкодування збитків і звільняють від відповідальності перед іншим судном або судном, яке не перевозить, або його власником тією мірою, якою ці збитки або відповідальність являють собою збитки чи шкоду або будь-яке інше вимога, яка може виникнути внаслідок недбалості. Вищевказані положення застосовуватимуться також у випадках, коли в зіткненні або контакті винні власники, оператори або відповідальні особи будь-яких інших суден або об'єктів, які не брали участі в зіткненні або контакті. Детальні відомості про вантаж, фрахт, пункт призначення тощо. див. на зворотному боці аркуша</p>
<p>Authority to Sign Bills of Lading</p> <p>M/V: BELUGA SHANGHAI PORT OF LARVIK & MOSS DATE: 16.06.2011 To Messrs: GRENLAND SHIPPING AGENCY You are hereby authorised to sign on my behalf Bills of Lading for cargo actually loaded onboard at the port of Larvik and</p>	<p>Уповноваження (довіреність) на підписання коносаментів т/х: БЕЛУГА ШАНХАЙ ПОРТ ЛАРВІК І МОСС ДАТА: 16.06.2011 р. Панам: ГРЕНЛАНД ШИППІНГ ЕЙДЖЕНСІ Цим вам надаються повноваження на підписання від мого імені коносаментів на вантаж, фактично</p>

<p>Moss during her present voyage and call only.</p> <p>This authority, as well as any other authorization for signing Bills of Lading on Master or Owners behalf whether expressly or implied, is issued subject to the following conditions:</p> <ol style="list-style-type: none"> 1. No Bill of Lading may be issued which is ante-dated, post-dated or for goods that have not actually been placed on board. 2. All Bills of Lading will be in English language and entirely without prejudice to the Charter Party / Booking Note. 3. All Bills of Lading signed by you, as presented, must conform with the quantities, descriptions and remarks of the Mate's receipts and any addendum thereto to be considered as incorporated herein. (All Mate's receipt to be presented to the Master for signature before the Bills of Lading are signed). 4. No duplicate original Bill of Lading is to be issued to such person(s) or in such manner as to create risk of delivery of the goods to person(s) not entitled to take delivery of same. 5. Bills of Lading to be in accordance with, and subject to, all terms, clauses, conditions, exceptions and liberties emanating from the clauses of the governing Charter Party and same to be stated on the Bills of Lading. 6. If Nature of cargo requires, «Quality and Quantity unknown» to be stated in all Bills of lading. 7. No Bill of Lading may be issued if it contravenes the National Municipal Laws 	<p>навантажений на борт у порту Ларвік і Мосс, тільки на період цього рейсу і заходу судна.</p> <p>Це уповноваження, так само як і будь-яке інше надання повноважень на підписання коносаментів від імені Капітана або Власника, як явно виражене, так і мається на увазі, видано з такими умовами:</p> <ol style="list-style-type: none"> 1. Жоден коносамент не може бути оформлений заднім числом, пізнішим числом або на товари, які не були фактично поміщені на борт судна. 2. Всі коносаменти повинні бути складені англійською мовою, і не повинні жодним чином погіршувати умови Чартер-партії / букінг-нота (фрахтового сертифіката). 3. Усі підписані вами коносаменти, повинні відповідати кількостям, описам і зауваженням у штурманських розписках (розписках вантажного помічника капітана про прийняття вантажу), і будь-якого додатка до них, що вважається їх невід'ємною частиною. (Усі штурманські розписки мають бути представлені для підписання Капітану до підписання коносаментів). 4. Ніякі дублікати оригіналів коносамента не повинні видаватися такій особі (особам), або таким чином, щоб створити ризик доставки вантажу особі (особам), яка не має права його приймати. 5. Коносаменти повинні відповідати і підкорятися всім термінам, статтям, умовам, виняткам і привілеям, які впливають зі статей Чартер-партії, що регулює, і це повинно бути зазначено в коносаменті. 6. Якщо того вимагає характер вантажу, в коносаментах має бути зазначено "Якість і кількість невідомі". 7. Жоден коносамент не може бути
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<p>of the port of loading and/or port of destination or impose on the vessel or on the Owners any liabilities, duties or obligations greater than those undertaken by the Master's signature on the Bill(s) of Lading.</p> <p>8. In case 'freight paid' or 'freight prepaid' Bills of lading are to be issued, same must not be released without written authorizations from Time Charterers (when vessel on T/C) or from Owners (when vessel on Voyage Charter).</p> <p>9. No alteration will be made without prior consent of the Master or the Owners.</p> <p>10. This authorization may be withdrawn or amended at any time in accordance with written and signed agreement that may be made hereafter between Owners or Master and Charterers.</p> <p>11. Bills of Lading not in conformity with the above stipulations from 1 to 11 shall be deemed unauthorized and not binding the vessel of the Owners.</p> <p>Confirming receipt and accepting terms and conditions as above.</p>	<p>виданий, якщо він суперечить національному або муніципальному законодавству порту навантаження та/або порту призначення, або накладає на судно, або на Власника будь-які зобов'язання або обов'язки більші, ніж ті, що були прийняті Капітаном шляхом підписання ним коносаментів (коносаментів).</p> <p>8. У разі необхідності оформлення коносаментів з відміткою "Фрахт сплачено (в порту навантаження)" або "Фрахт передоплачено", вони не повинні видаватися без письмового уповноваження від Фрахтувальника по Тайм-чартеру (коли судно перебуває у тайм-чартері), або від Власника (коли судно перебуває у чартері на рейс).</p> <p>9. Ніякі зміни не можуть бути зроблені без попередньої згоди Капітана або Власника.</p> <p>10. Це уповноваження може бути відкликано або виправлено в будь-який час відповідно до письмової та підписаної угоди, яка може бути укладена пізніше між Власником або Капітаном і Фрахтувальником.</p> <p>11. Коносаменти, що не відповідають вищевикладеним умовам з 1 по 11, повинні вважатися підписаними без уповноваження, і такими, що не є зобов'язуючими для судна Власника. На підтвердження отримання і прийняття перерахованих вище умов і положень.</p>
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