

CHINA



Treaty Series No. 91 (1996)

Agreement

between the Government of the
United Kingdom of Great Britain and Northern Ireland
and the Government of the People's Republic of China

concerning Maritime Transport

London, 17 July 1996

[The Agreement entered into force on 17 July 1996]

*Presented to Parliament
by the Secretary of State for Foreign and Commonwealth Affairs
by Command of Her Majesty
October 1996*

LONDON : The Stationery Office

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AGREEMENT
BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM
OF GREAT BRITAIN AND NORTHERN IRELAND
AND THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF CHINA
CONCERNING MARITIME TRANSPORT

The Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the People's Republic of China (hereinafter referred to as "the Contracting Parties");

Desiring to develop friendly relations between their two countries and to strengthen co-operation in the field of maritime transport, and acting in accordance with the principles of equality and mutual benefit;

Have agreed as follows:

ARTICLE 1

Definitions

For the purposes of this Agreement:

1. The term "vessels" shall mean the following merchant vessels of the Contracting Parties which engage in international merchant shipping:
 - (a) in the case of the People's Republic of China, vessels registered in the People's Republic of China or vessels operated by a shipping company of the People's Republic of China;
 - (b) in the case of the United Kingdom, vessels registered in or vessels operated by a shipping company of the United Kingdom of Great Britain and Northern Ireland or vessels registered in or vessels operated by a shipping company of a Dependent Territory of the United Kingdom to which this Agreement has been extended.

However this term does not include vessels exclusively used by the armed forces or fishing vessels.

2. The term "member of the crew" shall mean any person performing duties or services on board vessels of one Contracting Party during the voyage, who hold the identity documents referred to in Article 11 of this Agreement and whose names are included in the crew list of that vessel.
3. The term "shipping company" shall mean any economic entity registered in the territory of either Contracting Party and/or having an operation office in that Contracting Party, possessing independent corporate organisation and engaged in international merchant shipping in accordance with the respective laws and regulations of that Contracting Party.

ARTICLE 2

Freedom of maritime traffic

1. The vessels of each Contracting Party are entitled to sail between those ports of both Contracting Parties which are open to international trade and foreign vessels and to transport passengers and cargoes between both Contracting Parties or between one Contracting Party and third countries.
2. The provisions of this Agreement shall not apply to cabotage. When vessels of one Contracting Party sail between the ports of the other Contracting Party, in order to unload inward cargo or to load outward cargo, it shall not be regarded as cabotage. The same applies to passenger transport.
3. The provisions in this Article do not affect the right of trading vessels of a third country to take part in transport of passengers and cargo between the Contracting Parties.

ARTICLE 3

Standards of treatment

Each Contracting Party shall grant most-favoured-nation treatment to vessels of the other Contracting Party for their normal commercial activities in access to and leaving ports, berthing, full use of port facilities, loading/unloading cargoes, transshipment, embarking/disembarking passengers, payment of port dues and charges and use of navigation facilities.

ARTICLE 4

Measures to facilitate maritime traffic

The Contracting Parties shall adopt, within the limits of their respective national laws and port regulations, all appropriate measures to facilitate and expedite maritime traffic, to prevent unnecessary delay to vessels, and to expedite and simplify as much as possible customs and other formalities required in ports.

ARTICLE 5

Mutual recognition of documents of vessels

1. Each of the Contracting Parties shall recognize the nationality of vessels of the other Contracting Party on the basis of the certificate of registry duly issued by the competent authorities of that Contracting Party in compliance with its relevant laws and regulations.
2. Each of the Contracting Parties shall recognize the documents of vessels duly issued by the competent authorities of the other Contracting Party.
3. Where vessels have International Tonnage Certificates issued under the 1969 International Tonnage Convention¹, all port charges and expenses shall be calculated and collected on the basis of these documents.

ARTICLE 6

Representative and branch offices

Shipping companies of each Contracting Party may establish their representative offices or branch offices in the territory of the other Contracting Party in accordance with the applicable laws and regulations of the other Contracting Party and the branch office may engage in business activities under the laws and regulations of the other Contracting Party.

ARTICLE 7

Taxes

Provisions regarding the taxation of residents of either the People's Republic of China or of the United Kingdom engaged in international shipping activity are made in the Agreement between the Government of the People's Republic of China and the Government of the United Kingdom of Great Britain and Northern Ireland for the Reciprocal Avoidance of Double Taxation and the Prevention of Fiscal Evasion with respect to taxes on income and capital gains, signed at Beijing on 26 July 1984², and nothing in this Agreement shall affect the provisions of that agreement or any amendments to it.

¹Treaty Series No. 50 (1982) Cmnd. 8716.

²Treaty Series No. 7 (1985) Cmnd. 9439.

ARTICLE 8

Settlement

Income of shipping companies of one Contracting Party derived in the territory of the other Contracting Party shall be settled in freely convertible currencies. Such income may be used for the payment by the commercial parties of one Contracting Party of charges incurred in the territory of the other Contracting Party or be freely remitted.

ARTICLE 9

Maritime incidents

1. If any vessel of either Contracting Party becomes a maritime casualty or suffers any accident in the territorial sea, internal waters or ports of the other Contracting Party, it shall inform the other Contracting Party as soon as possible. The latter shall give all possible assistance and attention to the vessel, crews, cargo and passengers in danger. No discrimination shall be exercised in the collection of charges incurred.
2. The vessel which has suffered an accident, its cargo, equipments, fittings, stores and other articles from it, provided that they are not delivered for use or consumption in the territory of the other Contracting Party, shall not be liable to customs duties or other taxes of any kind imposed upon, or by reason of, their importation.
3. Each Contracting Party shall cooperate with the accident investigation authorities of the other Contracting Party and encourage vessel owners and operators to assist in accident investigation.
4. Nothing in this Article shall prejudice any claim for salvage in respect of any assistance and attention given to a vessel, crews, cargo and passengers.

ARTICLE 10

Dangerous goods

Vessels of either Contracting Party carrying nuclear substances or other dangerous or noxious substances should observe adequate precautionary measures to prevent or diminish or control pollution of the environment of both Contracting Parties as established for such vessels by relevant provisions in international conventions.

ARTICLE 11

Identity documents of seamen

1. Each Contracting Party shall recognize the seamen's identity documents issued by the competent authorities of the other Contracting Party. These identity documents include in particular:
 - (a) in the case of the People's Republic of China, the Seaman's Book of the People's Republic of China;
 - (b) in the case of the United Kingdom, and Dependent Territories to which this Agreement has been extended, the relevant Seaman's Card, or discharge book or Passport.
2. Identity documents issued in accordance with regulations by the competent authorities of third countries shall be valid as identity documents for crew members from third countries on board vessels of either Contracting Party, including seamen from third countries beginning or terminating their engagement on a vessel, provided that they satisfy the domestic provisions of the Contracting Party with regard to their recognition as passports or passport replacements.
3. In accordance with their respective relevant laws and regulations, the Contracting Parties shall grant the seamen referred to in paragraph 2 of this Article the treatment laid down in Article 12 of this Agreement.

ARTICLE 12

Entry and stopover of crew members

1. Subject to the relevant laws of the two Contracting Parties, a seaman holding a passport or relevant seaman's identity document as referred to in Article 11 of this Agreement:

- (a) may go ashore for temporary shore leave without a visa during his vessel's stay at the port of the other Contracting Party provided the captain of that vessel submits a crew list to the port authority in accordance with the relevant regulations in force in that port. A sick seaman may go ashore to see a doctor and stay in hospital for the time necessary for medical treatment without a visa;
- (b) may enter, travel or leave, as the case may be, the territories of the People's Republic of China or the United Kingdom respectively as passengers by any means of transport, in relation to the commencement or termination of engagement on a vessel as a member of the crew, in order to arrange for travel home, to join a vessel, or for any other reason acceptable to the competent authorities of the respective Contracting Party after he has been issued with a visa where that is necessary. Those authorities shall grant the visa as soon as possible.

2. Both Contracting Parties reserve the right to refuse the entry of a seaman whom it considers not be welcome.

ARTICLE 13

Compliance with regulations

The vessels and crews of either Contracting Party shall comply with the relevant laws and regulations while staying in the territory, the territorial sea and internal waters and ports of the other Contracting Party.

ARTICLE 14

International rights and obligations

This Agreement does not affect the rights and obligations arising from other international and regional agreements or from the Contracting Parties' membership of international and regional organizations.

ARTICLE 15

Consultations

1. With a view to assuring full implementation of this Agreement and facilitating maritime transport between their two countries, the competent authorities of the Contracting Parties shall, where necessary, meet to settle matters arising from the implementation of this Agreement.

2. For the purposes of this Article, the competent authorities are:

- (a) the United Kingdom's Department of Transport;
- (b) the Ministry of Communications of the People's Republic of China.

3. In the case of any changes to the names of the competent authorities, the Contracting Parties shall make the necessary notification through the diplomatic channel.

ARTICLE 16

Scope of application

This Agreement shall apply in the case of the People's Republic of China to any territory of the People's Republic of China and in the case of the United Kingdom, to the United Kingdom of Great Britain and Northern Ireland and to any Dependent Territory of the United Kingdom to which the Government of the United Kingdom have extended the provisions of this Agreement.

ARTICLE 17

Amendments to the Agreement

1. If either Contracting Party considers it desirable to amend the terms of this Agreement, it may request by written notice consultations with the other Contracting Party for the purpose of amending this Agreement. Such consultations shall begin as soon as possible and in any event within 60 days.
2. The agreed amendment shall come into force as soon as it has been confirmed through an Exchange of Notes through the diplomatic channel.

ARTICLE 18

Entry into force and termination/abrogation

1. This Agreement shall enter into force on the day of signature.
2. This Agreement shall be in force for five years. Thereafter, the validity of this Agreement shall be automatically renewed for successive periods of five years unless terminated by either Contracting Party by giving written notice at least six months before expiry through the diplomatic channel to the other Contracting Party.
3. This Agreement may be terminated by either Contracting Party by giving written notice through the diplomatic channel to the other Contracting Party. This Agreement shall be terminated six months after the date of such notice.

In witness whereof, the undersigned, duly authorised thereto by their respective Governments, have signed this Agreement.

Done at London on this 17th day of the month of July in the year of 1996, in duplicate, in the English and Chinese languages, both texts being equally authoritative.

For the Government of the United
Kingdom of Great Britain and
Northern Ireland:

For the Government of the People's
Republic of China:

GOSCHEN

HONG

大不列颠及北爱尔兰联合王国政府 和中华人民共和国政府 海 运 协 定

大不列颠及北爱尔兰联合王国政府和中华人民共和国政府（以下简称“缔约双方”）；为了发展两国的友好关系，加强海运合作，按照平等互利的原则；达成协议如下：

第一条 定 义

在本协定中，

一、“船舶”一词系指缔约双方从事国际商运的下述商船：

（一）在联合王国为在大不列颠及北爱尔兰联合王国登记或由大不列颠及北爱尔兰联合王国航运公司经营的或在本协定所适用的联合王国属地登记或由联合王国属地的航运公司经营的船舶；

（二）在中华人民共和国为在中华人民共和国登记或由中华人民共和国的航运公司经营的船舶。

本词不包括军用船舶和渔船。

二、“船员”一词系指航次中，在缔约一方船舶上工作，担任船上职务，持有本协定第十一条所指身份证件，并列入该船船员名单的人员。

三、“航运公司”一词系指根据各自法律、法规在缔约一方境内注册和/或设有经营机构、具有法人资格并从事船舶国际商业运输的经济实体。

第二条

海运自由

一、缔约任何一方的船舶有权在缔约双方对国际贸易和外国船舶开放的港口间航行，从事缔约双方或缔约任何一方与第三国间的客货运输。

二、本协定不适用于沿海运输。如缔约一方的船舶为了卸下从国外进口的货物或装载货物运往国外而在缔约另一方港口间航行时，不视为沿海运输。旅客运输亦同。

三、本条的规定不影响第三国的贸易船舶参加缔约双方之间客货运输的权利。

第三条

待遇标准

缔约一方对缔约另一方船舶在进出港口、靠泊、充分利用港口设

施、装卸货物、转运、上下旅客、支付港口规费和使费、使用助航设施等正常商业活动方面提供最惠国待遇。

第四条

便利海运的措施

缔约双方应在其本国法律和港口规定允许的范围内，采取适当措施便利和加快海洋运输，避免船舶不必要的延误，并尽可能加快和简化海关和港口其他手续。

第五条

相互承认船舶证书

一、缔约一方应根据缔约另一方按照其有关法律、法规和规定由其主管当局合法签发的船舶登记证书，承认缔约另一方船舶的国籍。

二、缔约一方应承认缔约另一方主管当局合法签发的船舶文件。

三、缔约一方船舶持有根据一九六九年国际吨位公约签发的有效国际吨位证书，有关港口费用应在此基础上计收。

第六条

代表处和分公司

缔约一方的航运公司可以按照缔约另一方的适用法律、法规和规定，在缔约另一方境内设立代表机构或分公司。分公司可以按照缔约

另一方的法律、法规和规定从事经营活动。

第七条

税 收

关于大不列颠及北爱尔兰联合王国或中华人民共和国航运公司从事国际航运活动的税收问题应按照一九八四年七月二十六日在北京签署的“大不列颠及北爱尔兰联合王国政府和中华人民共和国政府关于对所得和财产收益相互避免双重征税和防止偷漏税的协定”办理。本协定不影响上述协定及其修正案的规定。

第八条

结 算

缔约一方航运公司在缔约另一方获得的收入，应以能自由兑换的货币结算。该收入可用于支付缔约一方的商务机构在缔约另一方境内的费用，或自由汇出。

第九条

海运事故

一、缔约任何一方的船舶在缔约另一方领海、内水或港口遇难或发生事故应尽快通知缔约另一方。缔约另一方应对该船舶、船员、货物和旅客尽可能给予帮助和照料。在收费方面不应有任何歧视。

二、遇难船舶，其货物、设备、附属具以及物料和其他物品只要

不在缔约另一方境内使用和消费，不应缴纳进口关税和其他捐税。

三、缔约一方应与缔约另一方事故调查当局合作，并鼓励船东和船舶经营人协助事故调查。

四、本条的规定不影响因对船舶、船员、货物和旅客提供帮助和照料而收取救助费用。

第十条 危险货物

缔约任何一方的船舶装运核材料或其他危险或毒性物质，应按照国际公约的有关规定，采取足够的措施，避免、减少或控制对缔约双方环境的污染。

第十一条 海员身份证件

一、缔约一方应承认缔约另一方主管当局签发的海员身份证件。这些身份证件包括：

（一）联合王国及本协定所适用的联合王国附属地为：有关海员证或船员服务证或护照；

（二）中华人民共和国为：中华人民共和国海员证。

二、缔约任何一方船舶上的来自第三国的船员，包括登船和离船的第三国船员，其持有的第三国主管当局根据规定颁发的身份证件，如符合缔约一方有关承认护照或护照代用证件的国内法规，也应作为有效身份证件。

三、缔约双方应根据各自的法律、法规和规定，给予本条第二款所指船员以本协定第十二条规定的待遇。

第十二条 船员入境和停留

一、根据缔约双方的有关法律，持有本协定第十一条规定的护照或相应船员身份证件的船员：

（一）当其船舶在缔约另一方港口停留期间，可以不需签证上岸临时逗留，但该船船长应按港口有关规定向港口当局递交一份船员名单，生病的船员可以上岸看病并在医疗所需时间内住院治疗，毋需办理签证；

（二）为履行雇佣合同登船或终止雇佣合同离船回国或因缔约另一方主管当局接受的其他原因，必要时，在其获得有关缔约方颁发的有效签证以后，可以以旅客身份乘坐任何交通工具进入、离开或在联合王国或中华人民共和国境内旅行。有关缔约方的主管当局应尽快颁发上述签证。

二、缔约双方保留拒绝其认为不受欢迎的船员入境的权利。

第十三条

遵守规定

缔约一方的船舶、船员在缔约另一方境内、领海、内水和港口停留期间，必须遵守缔约另一方的有关法律、法规和规定。

第十四条

国际权利和义务

本协定不影响缔约各方因参加其他国际和地区协定或作为国际和地区组织成员国而承担的权利和义务。

第十五条

协 商

一、为保证本协定的全面执行和便利两国海上运输，缔约双方主管当局应在必要时会晤并解决本协定执行中产生的问题。

二、在本条中，主管当局系指：

- (一) 联合王国运输部；
- (二) 中华人民共和国交通部。

三、如主管当局名称有变化，缔约双方应通过外交途径进行必要的通知。

第十六条

适用范围

就联合王国而言，本协定适用于大不列颠及北爱尔兰联合王国和联合王国政府将本协定适用于其的联合王国属地；就中华人民共和国而言，本协定适用于中华人民共和国领土。

第十七条

修改

一、如缔约任何一方欲修改本协定，可以向缔约另一方书面提出协商要求。该协商应尽快在不晚于提出协商要求之日起六十天内开始。

二、经缔约双方协商同意的修改自通过外交换文确认后生效。

第十八条

生效和终止

一、本协定自签字之日起生效。

二、本协定有效期五年。如在期满前六个月，缔约任何一方未通过外交途径书面通知缔约另一方终止本协定，则本协定的有效期将自动延长五年，并依此法顺延。

三、缔约任何一方可通过外交途径书面通知缔约另一方终止本协定。本协定自该通知发出之日起六个月后终止。

本协定经各自政府授权代表签署，以昭信守。

本协定于一九九六年七月十七日在伦敦签订，一式两份，每份都用英文和中文写成，两种文本同等作准。

大不列颠及北爱尔兰

联合王国政府

代 表

GOSCHEN

中华人民共和国政府

代 表

HONG

