112
冬季
Winter
2015

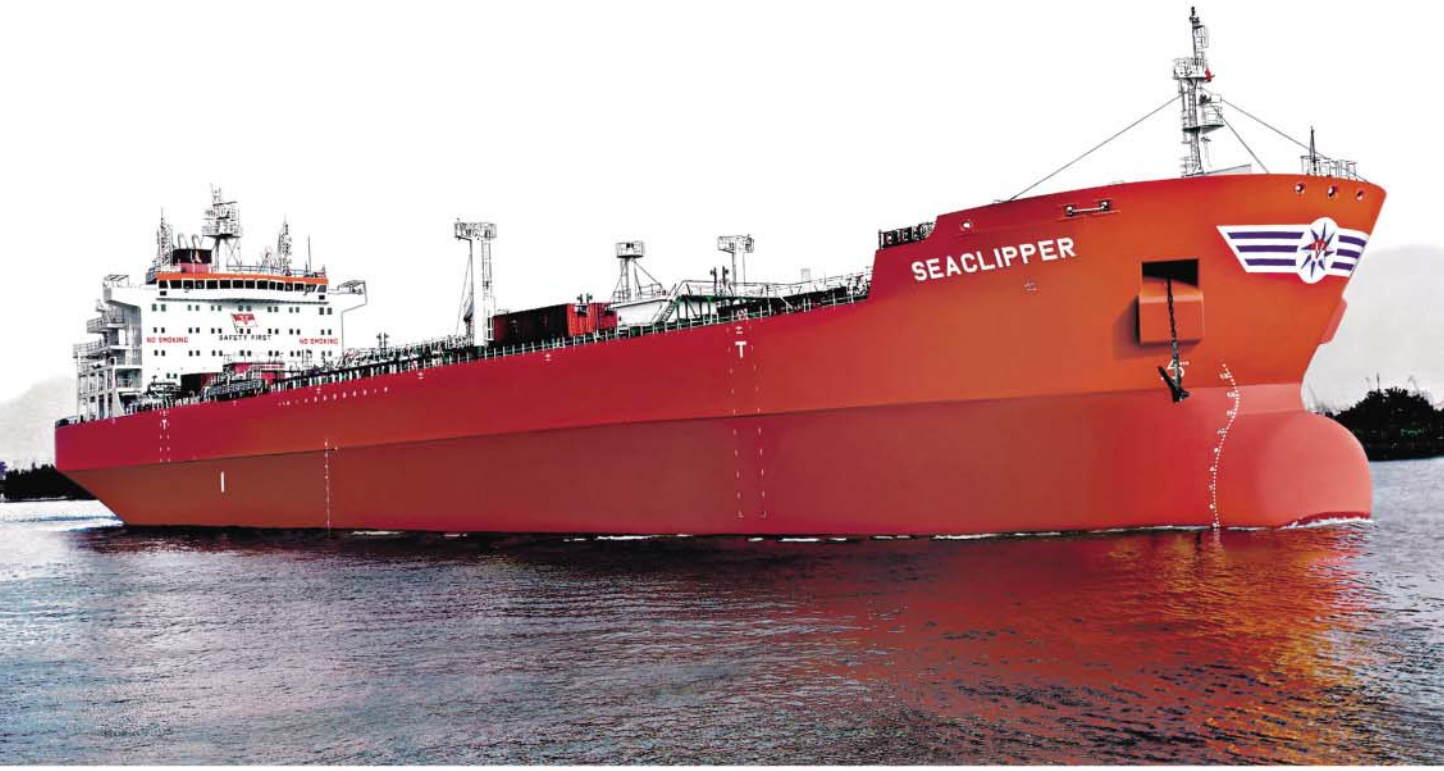
Institute of Seatransport
海 運 學 會

# SEAVIEW
# 海運季刊

JOURNAL OF THE INSTITUTE OF SEATRANSPORT

## 英版海圖更改的注意事項

## The Hong Kong Competition Ordinance and its impact on the transportation industry





# VALLES STEAMSHIP CO., LTD.

www.vallesgroup.com


## HONG KONG

Valles Steamship Co., Ltd.
Room 6810-11, 68th Floor, The Center,
99 Queen's Road Central, Hong Kong.
Telephone: (852) 2877-9189
Facsimile: (852) 2868-4014
E-Mail: hongkong@vallesfleet.com

## CANADA

Valles Steamship (Canada) Ltd.
#1160 Guinness Tower,
1055 West Hastings Street,
Vancouver, B.C. V6E 2E9 Canada.
Telephone: (604) 687-3288
Facsimile: (604) 687-0833
E-Mail: vancouver@vallesfleet.com

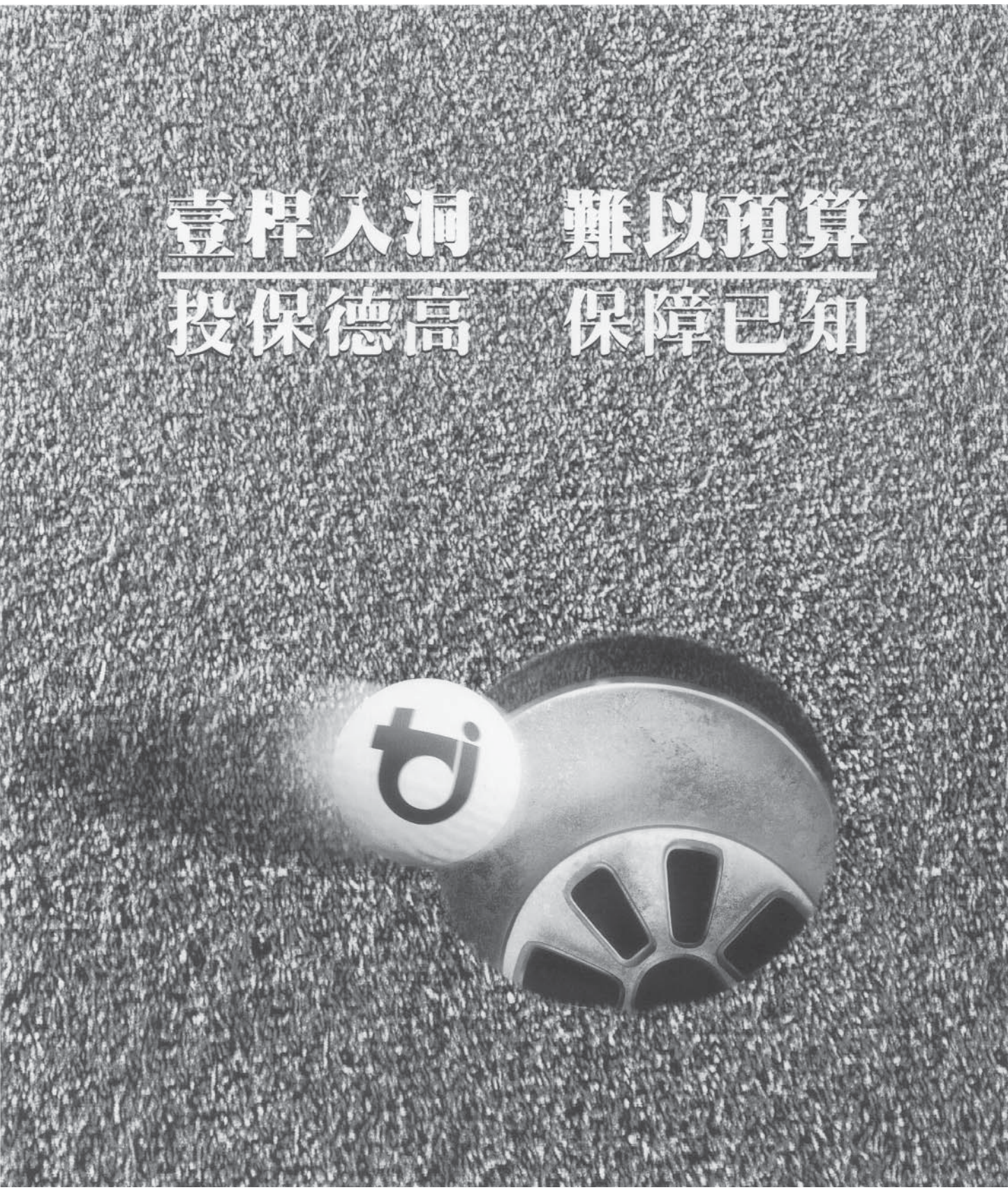
## JAPAN

Valles Steamship Co., Ltd.
4-16-7-101 Nakameguro,
Meguro-Ku,
Tokyo 153-0061 Japan.
Telephone: (81-3) 5721-8981
Facsimile: (81-3) 5721-8983
E-Mail: tokyo@vallesfleet.com

## CHINA

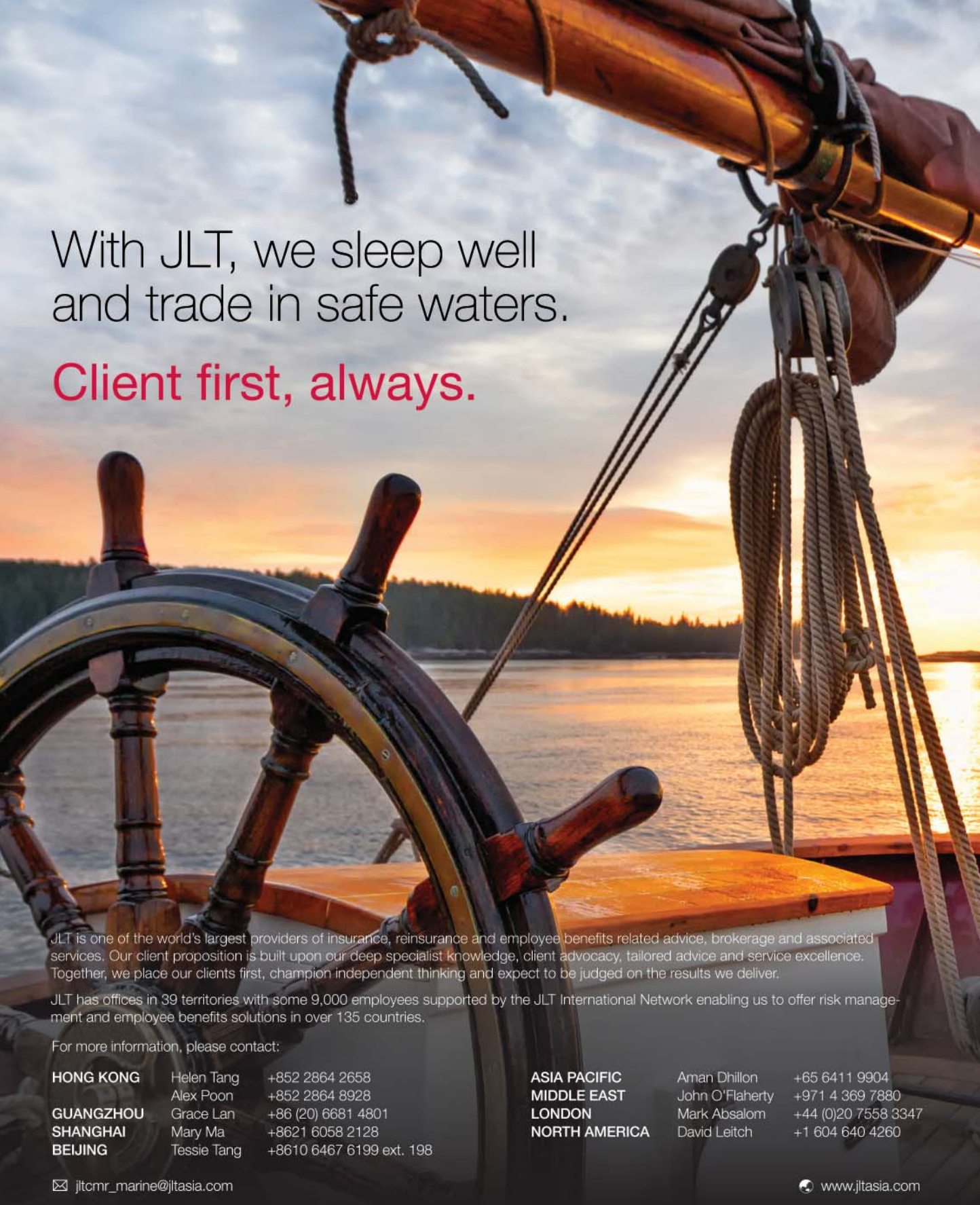
Valles Steamship Co., Ltd.
Shanghai Representative Office
Room 2404,
Shanghai Times Square Office Building,
93 Huai Hai Zhong Road, Shanghai 200021 China.
Telephone: (88-21) 6445-9993
Facsimile: (86-21) 6472-0893
E-Mail: shanghai@vallesfleet.com






德高保險有限公司
TUGU INSURANCE COMPANY LIMITED

香港灣仔港灣道一號
會展廣場辦公大樓四十四樓
電話：2824 2939　　圖文傳真：2824 3070



# With JLT, we sleep well and trade in safe waters.

## Client first, always.

JLT is one of the world's largest providers of insurance, reinsurance and employee benefits related advice, brokerage and associated services. Our client proposition is built upon our deep specialist knowledge, client advocacy, tailored advice and service excellence. Together, we place our clients first, champion independent thinking and expect to be judged on the results we deliver.

JLT has offices in 39 territories with some 9,000 employees supported by the JLT International Network enabling us to offer risk management and employee benefits solutions in over 135 countries.

For more information, please contact:

| | | |
|---|---|---|
| **HONG KONG** | Helen Tang | +852 2864 2658 |
| | Alex Poon | +852 2864 8928 |
| **GUANGZHOU** | Grace Lan | +86 (20) 6681 4801 |
| **SHANGHAI** | Mary Ma | +8621 6058 2128 |
| **BEIJING** | Tessie Tang | +8610 6467 6199 ext. 198 |
| **ASIA PACIFIC** | Aman Dhillon | +65 6411 9904 |
| **MIDDLE EAST** | John O'Flaherty | +971 4 369 7880 |
| **LONDON** | Mark Absalom | +44 (0)20 7558 3347 |
| **NORTH AMERICA** | David Leitch | +1 604 640 4260 |

✉ jltcmr_marine@jltasia.com

www.jltasia.com

Risk and Insurance – Broking | Consultancy | Claims Management | Specialist Products

We serve. We care. We deliver.

JLT

Contents

# 目錄




# SEAVIEW 海運季刊

**海運學會名譽會長如下：**
蘇海文先生　曹文錦先生　董建成先生　崔崇堯先生
杜寶明先生　程　義先生　曹慰德先生　顧建綱先生
趙世光先生　潘裕國先生　顧建舟先生　蘇新剛先生
鄭承忠先生　劉俊成先生　高彥明先生　張　良先生
吳昌正先生　李　樺先生

**海運學會2014/2016 年度理事如下：**
*主席*：蘇平治　*榮譽主席*：王德超
*副主席（內務）*：張嘉尹　*秘書（英文）*：朱力飛
*副主席（外務）*：陳家迅　*秘書（中文）*：陳嘉豪
*副主席（總務）*：林　傑　*財政*：袁頌雅
*其他理事*：陳錦榮、張迅文、方　威、顧之灝、林銘峰、李慶偉、梁永順、岑爾康、鄧慧齡、曾超銘、黃治中、王世發、葉殷碧
*法律顧問*：劉瑞儀

**編輯委員會：**
林　傑、李耀光、馮佳培、王德超、伍占美、黃治中、戴錫崑、Jon W. Zinke 、Paul Apostolis 、翟玉英、秦俊浩、劉銳業、葉殷碧、張嘉尹

*本刊物為海運學會季刊，免費寄與各會員及有關團體。未經出版人書面同意不可以任何形式複製本刊物。本刊物是領導學術期刊以英文和中文述及大中華的海事和航運事宜，所有文章已經評核。本刊物所有文章只代表作者個人觀點或意見。編輯委員會並不負責文章內容所引起的一切法律責任。本刊所有文章，文責自負。 — 編輯委員會啟*
*非賣品*　*© 版權所有，不得翻載*

*通訊地址*：香港上環干諾道中 152-155 號 招商局大廈 16 樓 1605-7C 室
香港郵政總局信箱 6081 號
*電話*：(852) 2581 0003　*傳真*：(852) 2581 0004
*網址*：wwww.seatransport.org
*電郵*：info@seatransport.org

**Honorary Presidents of the Institute :**
Dr. H.Sohmen, Mr. Frank Tsao, Mr. C.C. Tung, Mr. Tsui Shung Yiu, Mr. Du Bao Ming, Mr. Andrew Chen, Mr. Frederick Tsao, Mr. Kenneth Koo, Mr. George Chao, Mr. Stephen Pan, Mr. David Koo, Mr. Su Xin Gang, Mr. Edward Cheng, Mr. C. C. Liu, Mr. Gao Yan Ming, Mr. Zhang Liang, Mr. Wu Chang Zheng, Mr. Li Hua

**2014/2016 Executive Committee Members are as follows :**

| | | | |
|---|---|---|---|
| Chairman | : So Ping Chi | Chairman *(Emeritus)* | : Wong Tak Chiu, Raymond |
| Vice Chairman *(Internal Affairs)* | : Cheung Ka Wan, Karen | Secretary *(English)* | : Chu Lik Fei, Terry |
| Vice Chairman *(External Affairs)* | : Chan Carson, Roy | Secretary *(Chinese)* | : Chan Ka Ho, Davin |
| Vice Chairman *(General Affairs)* | : Lam Kit | Treasurer | : Yuen Chung Ah, Michael |

*Other Executive Committee Members* : Chan Kam Wing, Cheung Shun Man Manson, Fong Wai Victor, Koo Tse Hau Wellington, Lam Ming Fung Lothair, Lee Hing Wai Henry, Leung Wing Shun Basil, Shum Yee Hong, Tang Wai Ling Helen, Tsang Chiu Ming, Wong Chi Chung Peter, Wong Sai Fat, Yip Yan Pik Vicky.
*Legal Adviser* : Rosita S.Y. Lau

**Editorial Board :**
Lam Kit, Li Yiu Kwong, Gilbert Feng, Raymond Wong, Jimmy Ng, Wong Chi Chung, Tai Sik Kwan, Jon W. Zinke, Paul Apostolis, Brenda Chark, Barry Chen, Joseph Lau, Vicky Yip, Cheung Ka Wan.

***"SEAVIEW" is the official quarterly journal of the Institute of Seatransport and is distributed free of charge to all members of the Institute and related organisations. No part of this publication may be reproduced in any form without the written permission of the publishers. The Journal of the Institute of Seatransport is a leading scholarly journal in the English and Chinese languages on maritime and shipping affairs in Greater China. All contributions are refereed. All opinions or views stated in "SEAVIEW" are those of the respective authors and do not necessary reflect the views and opinions of the editor or publishers. No responsibility can be accepted for any errors or omissions.***

***Not for sale*** ***©copyright reserved***

*Correspondence Address*: Room 1605-7C, China Merchants Building, 152-155 Connaught Road C, H.K. G.P.O. Box 6081, Hong Kong
*Telephone* : (852) 2581 0003
*Fax* : (852) 2581 0004
*Website* : **www.seatransport.org**
*E-mail* : **info@seatransport.org**

*承印*：鴻潤印刷公司
*地址*：香港黃竹坑業勤街 33-35 號 金來工業大廈 2 座 16 樓 Q 室
*電話*：(852) 2552 7008
*傳真*：(852) 2552 6384
*電郵*：hungyuenprinting@gmail.com

*Printed By* : Hung Yuen Printing Press
*Address* : 16-Q, Block 2, Kingley Industrial Building, 33-35, Yip Kan Street, Wong Chuk Hang, Hong Kong.
*Telephone* : (852) 2552 7008
*Fax* : (852) 2552 6384
*E-mail* : hungyuenprinting@gmail.com

# Law Column - The Hong Kong Competition Ordinance and its impact on the transportation industry

***Su Yin Anand***

The Hong Kong Competition Ordinance (Cap 619) (**"Ordinance"**) was gazetted on 14 June 2012 and is expected to enter into force later this year. With the publication by the Competition Commission of the Revised Draft Guidelines to the Competition Ordinance in July this year, it is now timely to consider the potential impact of the Ordinance on shipping.

## The Competition Rules

The Ordinance is deceptively simple by referring to only three rules:-

* The First Conduct Rule

* The Second Conduct Rule

* The Merger Rule

The Merger Rule presently only applies to the telecommunications sector. There is no indication that it will be extended to other industry sectors for the foreseeable future. Therefore the shipping sector needs only be aware of the First Conduct Rule and the Second Conduct Rule. But before launching into an analysis these two rules, it is important to first be familiar with terminology used in the Ordinance.

***'undertaking'***: This is a defined term in the Ordinance and means any entity (regardless of its legal status and including a natural person) engaged in economic activity. Examples of undertakings include individual companies, groups of companies, individuals operating as sole traders, societies, business chambers, trade associations and non-profit organisations. The key question is whether it is engaged in economic activity.

***'economic activity'***: This is not a defined term but is generally understood to refer to any activity consisting of offering products and/or services in a market regardless of whether the activity is intended to earn a profit.

***'agreement'***: This is defined in the Ordinance to include any agreement, arrangement, understanding, promise, undertaking, whether express or implied, written or oral, and whether enforceable or intended to be enforceable. The key is whether there is a 'meeting of minds' between the parties concerned.

***'concerted practice'***: This is a form of cooperation between undertakings, falling short of an agreement, where the parties concerned knowingly substitute practical cooperation for the risks of competition. A concerted practice typically involves an exchange of competitively sensitive information between competitors or parallel similar behaviour.

***'serious anti-competitive conduct'***: Another defined term in the Ordinance and means any conduct that consists of (a) fixing, maintaining, increasing or controlling the price for the supply of goods or services; (b) allocating sales, territories, customers or markets for the production or supply of goods or services; (c) fixing, maintaining controlling, preventing, limiting or eliminating the production or supply of goods or services; and (d) bid-rigging. It is in essence what competition authorities call "hard core" restrictions.

**The First Conduct Rule**

The First Conduct Rule prohibits undertakings from making or giving effect to an agreement or engaging in a concerted practice, with the **object** *or* **effect** of preventing, restricting, or distorting competition in the relevant market. It applies both to horizontal (i.e agreements between competitors) and vertical agreements (i.e. agreements with suppliers and purchasers) and also to decisions of an association of undertakings (for e.g. a trade association) which have the object or effect of harming competition in Hong Kong. Unlike some other jurisdictions, the Ordinance does not provide for automatic or per se contraventions of the First Conduct Rule. It will have to be established that the agreement has an anti-competitive object or, alternatively, an anti-competitive effect (whether actual or inferred). However, once it is established that an agreement has the object or effect of harming competition, the question as to whether the conduct amounts to serious anti-competitive conduct will need to be considered. Activity which amounts to serious anti-competitive conduct (for e.g. cartel arrangements between competitors) will be subject to more serious penalties.

Complications arise because the Ordinance does not contain an exhaustive list of agreements which are presumed to have an anti-competitive object or effect. Each agreement will have to be considered in its specific circumstances. Determining whether an agreement has the object of harming competition will require an objective assessment of its aims, content, the way it is implemented and its context (both economic and legal). Whether an agreement has an anti-competitive effect will depend on whether it is likely to have an adverse impact on one or more of the parameters of competition (for e.g. price and output) and also the extent to which the relevant undertakings have market power in a relevant market. However, to assist in understanding the application of the Ordinance, the Draft Revised Guidelines provides examples of agreements that may contravene the First Conduct Rule:-

**Horizontal Agreements**

* Price fixing
* Market Allocation agreements
* Output limitation agreements
* Bid rigging
* Joint purchasing agreements which facilitate downstream collusion or oligopsony effects in upstream markets
* Information exchanges (in particular commercially sensitive information)
* Group boycotts

**Vertical Agreements**

* Resale price maintenance agreements

**The Second Conduct Rule**

The Second Conduct Rule targets undertakings with a substantial degree of market power. It prohibits relevant undertakings from abusing power by engaging in conduct that has as its **object** *or* **effect** the prevention, restriction of distortion of competition in Hong Kong. It is generally accepted that market power is a matter of degree and high market share is likely to be the basis of an undertaking having a substantial degree of market power. Other relevant factors to determining market power include an undertaking's ability to profitably charge prices above competitive levels over a sustained period, and the barriers to entry to the market for prospective competitors.

Unlike other jurisdictions ( for e.g. Singapore presumes 60% market share to amount to "dominance" and the EU uses a 40% threshold for presumption of dominance), the Competition Commission has rejected calls to include some form of market share based threshold in the Revised Draft Guidelines. This raises difficult questions as to what amounts to a 'substantial degree' of market power and what is the relevant market. Previous statements by the Hong Kong Government have suggested a threshold as low as 25% may be sufficient to trigger the application of the Second Rule).

The Draft Revised Guidelines suggests that the following conduct may constitute an abuse of market power:-

- Predatory behaviour towards competitors
- Tying customers and bundling
- Limiting production, markets or technical development to the prejudice of consumers
- Margin squeezing by vertically integrated undertakings
- Refusals to deal and **exclusive** arrangements

**Exclusions and Exemptions**

The Ordinance provides for exclusions and exemptions from compliance with the conduct rules in limited circumstances. A distinction is drawn between general and specific exclusions and exemptions. This table, which is reproduced by the Revised Draft Guidelines, summarises these exclusions and exemptions as they apply to each conduct rule.

It is up to an undertaking to assess for itself whether it complies with the conduct rules. This is referred to as self-assessment. There is no obligation on an undertaking to first obtain a decision or a block exemption order before it can rely on an exclusion or exemption. If an undertaking requires greater legal certainty, it can

apply to the Competition Commission for a decision or a block exemption order. However, the decision to refer to the Competition Commission should not be taken lightly. If the information provided to the Competition Commission suggests that the agreement/ conduct concerned is anti-competitive, the Competition Commission has the power to investigate further and prosecute the relevant undertakings if a breach is established.

## Considerations for the transportation industry

The transportation industry is no stranger to anti-competition legislations. In particular, the container liner trade has benefited from block exemptions in being granted to such undertakings in most jurisdictions. The EU Consortia Block Exemption prohibits price fixing arrangements but allows liner shipping consortia to operate joint services, take joint capacity decisions in response to fluctuations of demand and supply, pursue pooling arrangements, jointly operate and use port terminals, co-ordination of timetables and ports of call and cross chartering of slots. This is subject to the consortia having a market share no greater than 30%. The Singapore approach permits co-operation on price, remuneration and technical operations, and commercial arrangements, provided that market share does not exceed 50%. South Korea and Taiwan exempt all types of co-operative carrier agreements. These are Conferences which allows members to set common tariffs and not Consortia.

However, the Ordinance applies to all undertakings and not only the container trade and liner arrangements. Maritime operators in all segments including logistics, terminal operators, tankers, dry bulk carriers and tramping have to abide by the conduct rules. In October 2006, the EU lifted the exclusions for tramp shipping leading to questions being asked about whether shipping pools fall foul of the laws that protect competition but it is accepted in EU law that pools, while not being Consortia can be EU compliant cooperation joint ventures provided they satisfy EU exemption criteria (e.g. they guarantee efficiency gains and consumer benefits). There is no indication if this has been considered in Hong Kong.

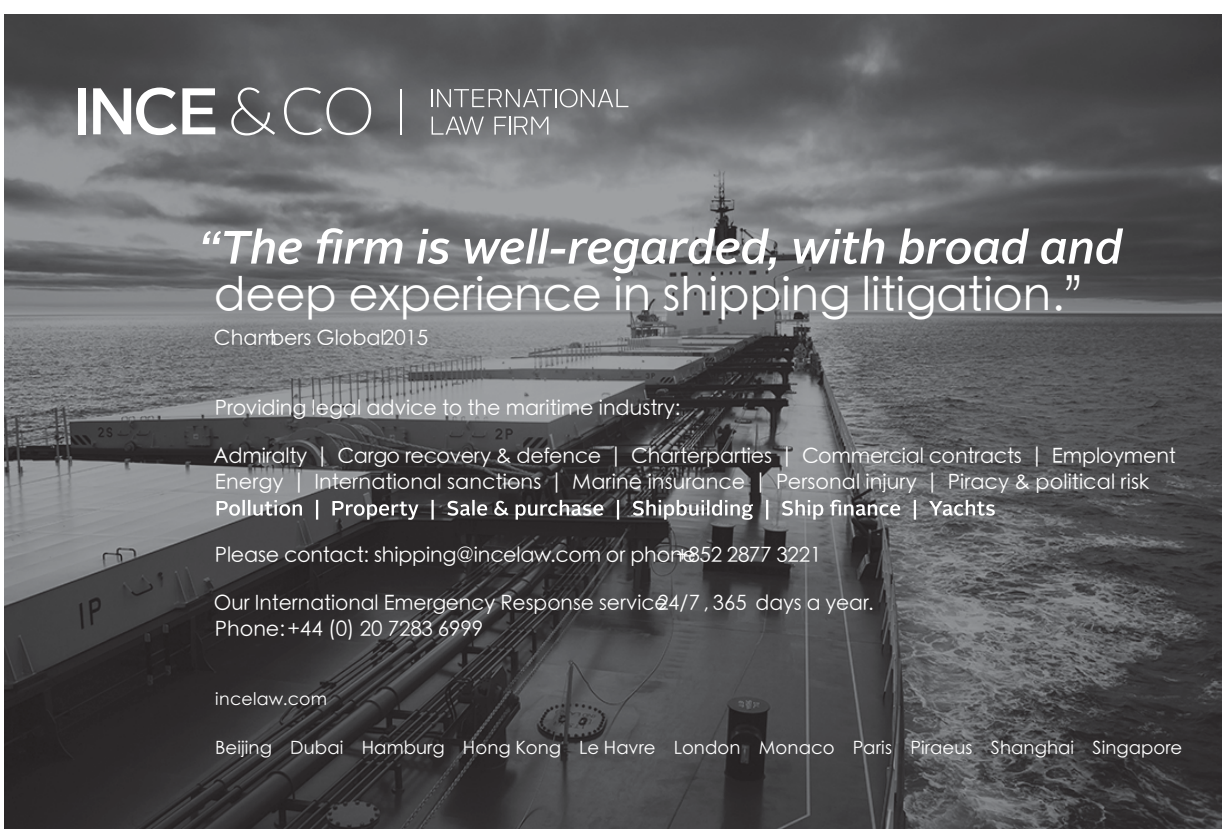
It is commonly argued in various jurisdictions that cooperative arrangements (whether by way of pooling or liner services) which have been an integral part of the transportation industry for centuries, are necessary in order to maintain economic efficiencies and maintain the level of services provided to consumers. The question is whether such arguments will be accepted by the Competition Commission. Although the Ordinance fuses principles derived from EU, Australian, UK and Singapore competition law, the Competition Commission has been reticent on applicability of precedents from these other jurisdiction to decisions under the Ordinance. This gives rise to a lack of legal certainty on key issues for example market definition, market power thresholds and sector specific block exemptions, pending development of local case law. Undoubtedly, self-assessment which in itself is a complex and not straight forward procedure, will be complicated by this lack of legal certainty.

In summary, the introduction of the Ordinance will have a significant impact on the transportation industry especially so when business are looking to consolidate or pool their assets together in response to tough market conditions. Given the significant penalties that can be imposed in the event of non-compliance, the importance of being compliant should not be underestimated. Risk can be minimised by putting in place effective compliance procedures and training programmes.

---

*(Ms. Su Yin Anand: Partner, INCE & CO LLP International Law Firm)*





# 香港在清真物流業是在甚麼位置？如何加強在香港的清真物流業？

劉銳業

伊斯蘭教是全世界第二大的宗教，在世界各地的穆斯林數目多達 18 億，而且亦是香港主要的宗教之一。信奉伊斯蘭教的人數逐年上升，突顯出清真物品的流量亦只會有增無減。既然清真物流商機無限，香港大可把握這優勢以大力發展屬於香港的清真物流業。

清真物流是指在物流過程中加入清真元素，根據伊斯蘭教法上的規條來限制物流過程中的物品，並且確保在運送、儲存途中，清真物品與被教條上視為不潔的物品分隔開，例如 : 豬肉、酒和血液等等。正因為清真物流比普通物流的過程繁複一點，所以所需的人手和資金會比較多。而且，物流商要在清真物流上分一杯羹，須先獲得清真認證 (MS 2400-1:2010(P); MS2400-2:2010(P); MS2400-3:2010(P)) 和擁有一些對伊斯蘭教有所認識的人才，這些程序將會是發展清真物流的阻力和挑戰。

毫無疑問，香港地理位置優越，處於亞太區的心臟地帶。香港本來就是一個國際上公認為最繁忙的港口及機場貨運站之一，貨物吞吐量龐大，在 2014 年，港口貨物總吞吐量達 3 億公噸，空運貨物總吞吐量達 4,376 千公噸，惟對清真物流業卻未有成熟地發展。原因可能來自運作成本較高、香港對清真物流或伊斯蘭教的認識不深，甚至有文化上和在香港沒有重大的清真物流需求作內銷等誤解。香港現時在清真物流業中只是處在一個早期發展的階段，因為香港在這行業中並未受大力推廣，而在設施上也沒有專為清真物流而建造的倉庫或碼頭。雖然物流業界和香港政府開始注重這個利潤龐大的發展機遇，但是香港到現時為止，還處於一個早期發展的階段。

事實上，雖然在香港信奉伊斯蘭教的人數未佔全港人口多數，但伊斯蘭教在香港卻是主流宗教信仰文化之一。截至 2013 年年底，本港大約有 27 萬名伊斯蘭教信徒，包括 4 萬名為中國藉伊斯蘭教信徒，15 萬名為印尼藉伊斯蘭教信徒，已足夠形成一個小型市場。筆者認為，香港除了可在伊斯蘭世界市場內爭取扮演一個轉口港的角色外，還可以為這個小型市場充當小型分銷中心的角色，以應付本地伊斯蘭教信徒所需。

近年，台灣看中了商機，大力推動清真物流業的發展，而香港亦可參照台商的策略，與馬來西亞合作，一方面吸收營辦清真物流的知識和經驗，另一方面也可爭取獲得清真認證，開辦清真物流公司。事實上，香港政府已有計劃發展伊斯蘭離岸金融中心，而清真工業與伊斯蘭金融有著相輔相承的關係，所以香港有足夠準備去開展清真物流行業。

香港發展清真物流業其實頗有優勢。在資訊科技方面，對外，香港可考慮與台灣及馬來西亞合作，建立一個資訊傳遞網，用以加快清真物品的運輸進度和把整個傳遞鏈透明化。現時，物流供應鏈應著眼於資訊傳遞，力求運輸物品過程的透明化，使貿易雙方掌握物品在運輸中的全面資訊，以便可以在意料外的情況中作出即

時的安排或調節。此外，寧夏為中國國內最大的伊斯蘭教信徒的聚集地，香港作為中國對外的橋頭堡，可以扮演著橋樑的角色，與外地磋商，為清真物品的出口商和寧夏方面接洽，促進雙方的貿易合作。其實，寧夏是香港接觸清真物流業的好機會，因為有鑑於香港與內地的聯繫緊密，有助較易地與寧夏方面合作去讓香港深入認識清真物流業。寧夏也有設立清真認證和標準，香港可以向寧夏方面借鏡，例如應怎樣才能頒發一個清真認證，並汲取寧夏的發展方向，以便香港成為清真物流的新樞紐。

要營辦清真物流，首先需要相關的人才，信奉伊斯蘭教的更佳。所以，香港必須要吸納相關的人才以作發展。但是，鄰國如馬來西亞、台灣等地都在清真物流行業中發展成熟，具有清真物流的專才大多會到這些地區發展。香港要在這個環境中吸引專才可以從舉辦考察團開始，讓清真物流的商家和專才注意到香港有意發展，以吸引他們投資或就業。另外，政府可選擇與本港穆斯林機構 ( 伊斯蘭文化協會 ; 國際伊斯蘭協會 ) 合作舉辦座談會或研討班，向商家或公眾介紹清真物流在香港未來的前景，加深清真物流在港人的印象，藉此鼓勵入行，推動香港的清真物流業。與此同時，政府可以考慮在香港舉辦一些清真物流展覽會，例如香港會議展覽中心、九龍灣國際展貿中心、亞洲國際博覽館。從而營造清真物流的商機。其實，香港可以運用自身優勢，聘請在港生活的伊斯蘭教徒從事前線崗位工作，加大外界對本港發展清真物流的信心。

除此之外，香港政府可以透過一系列的政策去扶植清真物流業。首先，因為發展清真物流相比起普通的物流所需的資金和技術較為高，香港政府可以透過資助及退稅政策，有意把物流公司的服務擴展到清真物流服務，以刺激和鼓勵更多本地的物流公司加入。然後，香港政府亦可與清真認證機構洽商，吸引他們在香港設立負責驗證機構，方便本港物流商獲取認可資格。而且更可以爭取在香港成立一個清真物流師的專業資格，將香港在清真物流業界的形象提升到一個專業的層次。同時，政府可以撥款高等教育研究基金，藉此資助本地高等教育機構培訓人材及學術研究，為清真物流揭開新的一頁。

此外，可參考香港科學園的理念，在香港設計一個清真物流園區。這個園區將專為提供清真物流服務的物流商而造，建成後，香港政府可鼓勵所有提供清真物流服務的物流商把辦公室和清真物流倉庫搬入園區，令物流商可以享受工業集聚的優勢來共享資源，如 : 人才、倉庫、專業設備等等。另外，要長遠地發展清真物流業，香港應規劃出部份港口碼頭設施作為清真物流用途。因為清真物品來港時，必須與被視為不潔的物品分隔開，擁有一個專屬的港口碼頭設施專作清真物品的出入口，則將更有效的辨識清真物品，並能減低清真物品受「污染」的機會。從而大大提升香港在世界清真物流業界上的地位，並展現出香港在發展和推動清真物流業的決心。政府在規劃土地的用途時，可以將棄置中流作業的碼頭區、農田、停車場及工廠轉化為清真物流園區。

總括而言，香港的清真物流業正處於一個早期發展的階段，如果要加強發展，香港政府須在設施上、經濟上和運作上向物流業界提供便利，以帶領整個香港物流業向清真方面發展。

*參考文獻：*

1. *經貿研究。(2014)。馬來西亞：進軍穆斯林消費市場的門戶。檢自：http://economists-pick-research.hktdc.com/business-news/article/研究文章/馬來西亞-進軍穆斯林消費市場的門戶/rp/tc/1/1X000000/1X09XTD8.htm*

2. *梁振英。(2013)。特首參觀九龍清真寺。檢自：http://archive.news.gov.hk/tc/record/html/2013/11/20131115_185156.shtml*

3. *經貿研究。(2014)。經貿辭彙：清真。檢自：http://economists-pick-research.hktdc.com/business-news/article/經貿辭彙/經貿辭彙-清真/glossary/tc/1/1X000000/1X09XSVT.htm*

4. *香港特別行政區政府統計處。(2014)。港口貨物吞吐量。檢自：http://www.censtatd.gov.hk/hkstat/sub/sp130_tc.jsp?tableID=085&ID=0&productType=8*

5. *伊斯蘭之光。(2009)。香港建伊斯蘭金融吸引外資。檢自：http://210.0.141.99/?action-viewnews-itemid-13090*

6. *明報財經網。(2014)。港發展清真物流勝拓伊斯蘭金融。檢自：http://sme.mpfinance.com/cfm/content2.cfm?PublishDate=20140801&TopicID=ba01&Filename=bac1.txt*

7. *經濟日報。(2015)。拓伊斯蘭金融抓一帶一路機遇。檢自：http://www.hket.com/eti/article/c023da1d-0028-44b6-854d-9447bbaec106-084523*

8. *寧夏回族自治區台灣事務？公室。(2014)。買全國，賣世界－－寧夏清真產業的機遇和挑戰。檢自：http://big5.huaxia.com/ssjn/yscy/tscy/2014/01/3707955.html*

9. *明報財經網。(2014)。清真物流港可分一杯羹。檢自：http://sme.mpfinance.com/cfm/content2.cfm?PublishDate=20140801&TopicID=ba01&Filename=baa1.txt*

---

*(Mr. Lau Yui Yip: Assistant Lecturer and Assistant Programme Leader (Logistics and Supply Chain Management), Division of Business, Hong Kong Community College, The Hong Kong Polytechnic University)*

## ICSHK Column -
## Recent Developments of the Institute of Chartered Shipbrokers , Hong Kong Branch ("ICSHK") and Promotion of Maritime Arbitration in Hong Kong

***Y. K. Chan***

Following my article in the "Seaview" Summer 2014 issue, I would like to share with our friends in the maritime cluster about what we have done in the past year to serve our ICSHK members and the shipping community at large.

We have been organizing ICS Study Groups for a number of years with the support of the Institute of Seatransport, the Hong Kong Logistics Management Staff Association, the Hong Kong Seamen's Union and the CY Tung International Centre for Maritime Studies at the Polytechnic University of Hong Kong. We wish to re-iterate that the aim of the ICS Study Groups is not only to guide students preparing for the ICS Professional Qualifying Examinations through tutorials and group discussions, but also to offer an opportunity to interested practitioners to broaden their shipping knowledge. To avoid any misunderstandings , those joining the Study Group are not obliged to sit for the Examinations. However, the qualification of ICS is an added value for one's career enhancement. ICS is an internationally recognized professional institute in shipping industry. Its members enjoy an excellent reputation globally.

To enhance the competitiveness of Hong Kong as an international maritime centre vis-à-vis other regional cities, we need to groom more young talented people with high quality knowledge to serve the industry. Bearing this mind, we have arranged seminars jointly with, or invited support from, appropriate shipping organizations and professional institutions. We also act as a co-organiser or a supporter to seminars hosted by other fellow associations. By so doing, we provide a platform to our members for broadening their connections, networking and exchanging knowledge and experience, with other professionals in different disciplines.

We have organized the following seminars:

* *"Marine Fuels Challenges 2015 and Beyond"* by Mr. Deepak Kamran of Innospec Ltd on 24 April 2015 with the Nautical Institute Hong Kong Branch as co-organizer and Innospec Ltd as sponsor.

* *"Factors influencing the future of Dry Bulk Shipping"* by Mr. John d'Ancona of Clarksons Platou on 15 September 2015. The seminar was supported by the Hong Kong Shipowners Association.

* *"Ship Design optimization and innovation in the design process"* by Mr. Jan Kaergaard Lang of Odense Maritime Technology (Shanghai) Co. Ltd. on 29 October 2015. This seminar was sponsored by Valles Steamship Co. Ltd. and supported by The Hong Kong Joint Branch of " The Royal Institution of Naval Architects and Institute of Marine Engineering, Science & Technology" and The Hong Kong Institute of Marine Technology.

In order to let the community know more about ICS maritime education programmes, we joined hands with other four key Institute Centres in London, Chennai, Dubai and Limassol to organize an open evening on 14 October 2015 at CY Tung International Centre for Maritime Studies. Due to the traditionally close relationship between shipowners and shipbrokers, we were named a supporter to the TradeWinds Shipowners Forum held at Hong Kong Maritime Museum on 15 October 2015.

We supported the Sailors' Society by donating a framed nineteenth century antique map titled *"China and Birmah"*, published by John Tallis in 1851 for live auction at its shipping dinner held on 5 March 2015 to raise funds for its work to help seafarers at sea, at port and at home.

Updating knowledge in shipping law is important to practitioners in their daily work, whether it is commercial or technical. The Government of Hong Kong SAR has been helping the industry strengthen Hong Kong as an international maritime centre. We consider that Maritime Arbitration is one of its key focuses. Accordingly, we have raised awareness of our members in this area. It is helpful for them to know arbitration law and practice to deal with situations when disputes arise from any contract.

During July-September 2014, we co-organized with the Hong Kong Institute of Arbitrators ("HKIArb") a presentation on *"Judicial Support of Arbitration"* by The Hon. Madam Justice Mimmie Chan on 18 August 2014 and a series of talks on maritime law, namely:

* *"An Introduction to Maritime Arbitration"* by Mr. Matthew Lam of Clyde & Co. on 18 July 2014;

* *"Interim Measures and Awards in Default of Appearance"* by Prof. Anselmo Reyes (Former High Court Judge of Hong Kong) on 23 July 2014;

* *"Arresting Ships to Enforce a Maritime Arbitration Award: A Back-door? Recent Developments in Hong Kong"* by Mr. TANG Chong Jun of Hill Dickinson on 6 August 2014;

* *"Sharing of Maritime Cases"* by Mr. Philip Yang FICS (Honorary Chairman of the Hong Kong International Arbitration Centre) on the 11 September 2014; and

* *"Marine Casualties"* by Mr. Mike Mallin of Hill Dickinson on 18 September 2014.

We closely collaborate with HKIArb on regular basis and have further organized jointly or co-organized with them a number of seminars, such as:

* *"Maritime Fraud"* by Mr. Stephen Hofmeyr QC and Mr. Andrew Wales QC on the 12 March 2015;

* *"A view from the London Commercial Court: recent arbitration cases"* by Sir Bernard Eder (Former Judge of the High Court of England and Wales) on 8 May 2015;

* *"Bias in Arbitration"* by Mr. Robert Rhodes QC on 13 July 2015;

* *"Breach of arbitration agreements and anti-suit injunctions in comparative perspective"* by Dr. Guido Carducci on 23 July 2015.

* *"Arbitration in Malaysia - How does it fair to the Model Law?"* by Mr. LAM Ko Luen, Immediate Past President of Malaysian Institute of Arbitrators on 26 October 2015

All the arbitration-related seminars have aroused interest from our members, some of them even participated in training courses conducted by HKIArb.

We were also a supporting organization to HKIArb's 6th Greater China Arbitration Forum held at the University of Hong Kong on 6 May, 2015.

As previously advised, we supported a number of Workshops on Inter-disciplinary Maritime Practice initiated jointly by the Institute of Seatransport, the Hong Kong Logistics Management Staff Association and the CY Tung International Centre for Maritime Studies. I participated in its 7th session on 2 July 2015 and shared my views on Maritime Arbitration.

To echo HKSAR Government's efforts to promote Hong Kong as a regional dispute resolution centre in Asia Pacific, I joined HKIArb delegation to attend the "2015 Taipei International Arbitration and Mediation Conference" on 6 - 7 September 2015 and taking the opportunity, to promote ICS education programme and Maritime Arbitration in Hong Kong. I

also delivered a lecture on *"Maritime Arbitration – from basics of arbitration law and practice to enforcement of an arbitration award"* to the practitioners and students of the ICS training programme, co-organized with Taiwan International Ports Corporation, in Taipei. Subsequently, I also joined a roadshow organized by the Department of Justice to Jakarta, Indonesia on the 16 -18 September 2015 to promote Hong Kong's legal and dispute resolution services.

The Hong Kong Branch of the Institute of Chartered Shipbrokers looks forward to a closer cooperation with other professional institutions in Hong Kong because we strongly believe that we have a common and aligned goal of promoting Maritime Education and Training. I shall be personally available to discuss the way forward.

---

*(Mr. Y. K. Chan: Chairman, Institute of Chartered Shipbrokers, Hong Kong Branch)*

# 英版海圖更改的注意事項

林傑

在航海中，航程上所用的海圖應要保持最新更改的資料。海圖需要更正的資料，船上的工作人員可以透過各種渠道取得，如航海自動訊息電報 (NAVTEX)、國際海事衛星通訊 (INMARSAT) 和每週的海員通告 (NOTICE TO MARINERS)。

視乎更正資料的重要性和緊急性，有不同的通告形式。一般情況下，航海國家都會以下列形式發出航海警告：

(1) 以無線電發出航海警告，如航海自動訊息電報、國際海事衛星通訊和甚高頻無線電話。航海警告的內容，包括軍事演習區域；新發現危害航行安全的危險物，例如漂流中的殘骸、木材、特殊船隻航行和操作等。

(2) 當海岸，港口的航行資料有所變更，如發現淺灘，更改燈塔特徵，新建或拆除導航燈標等等，除以無線電通訊發出航海警告外，還會以書面「海員通告」形式發出。英國海軍部水文局每星期均出版一次海員通告，其內容可分成六部份。

(I) 索引。

(II) 有關海圖、航路指南等新出版，更換的資料和修改海圖的航海資料和信息。

(III) 海上鑽油台的最新位置資料和其他航海警告。

(IV) 航路指南書籍的修改資料。

(V) 燈塔表冊的修改資料。

(VI) 無線電訊號表冊的修改資料。

當航海駕駛員收到上述的海員通告後，應該把相關的海圖、書籍和表冊作出修改，以符合航行安全。改正海圖時，應先更改現航次使用中的海圖，然後更改其他備用的海圖。先要更改大比例的海圖，然後才改小比例的海圖。最後，應將已更改的海圖等記錄，記載於海圖改正記錄冊 (NP133A) 上，以備查閱。

更改海圖時，對於所有臨時性和預先性的通告，應以 2B 鉛筆改正；永久性的通告，應以紫藍色防水墨水更改。為了要繪畫得清楚和細膩，應用 0.2 毫米的針筆。 紅色防水墨水用來繪畫，需要使用紅色的符號。所有的符號和縮寫，均必須和「5011 」號上所述的符號和縮寫相同。通告的年份和號碼，亦都需要以紫藍色墨水，記載於左下角的小更改上。

## 臨時性 (Temporary) 和預先性 (Preliminary) 的通告

除了英國水文局的通告外，收到其他港口機關的通告皆視為臨時或預先性的通告，應以 2B 鉛筆更改，連同其通告號碼，例如 1997/742(T) 記載於海圖上的小更改處。沒有英國水文局的允許，不應將海圖上的危險物取消。

當接收到通告可將臨時通告註銷，可將之擦掉；預先通告經証實後，可將之以紫藍色墨水更改。

## 影響航路指南的通告

有些通告只是影響航路指南，它們是在每月尾的海員通告內和每年摘要內列出那些航路指南已出版和正在改版中，這些通告是登在每週的海員通告內的第 IV 部。

## 影響燈塔和霧號表冊的通告

海員通告的第 V 部是改正燈塔和霧號表冊的，包括第 II 部的相關更改。

以不同形式字體印刷，來分辨不同的燈塔，如下：-

1. 愛奧尼亞式粗體字 ： 用來表示接近沿岸的燈塔，其照射里程在 15 浬或以上的。

2. 斜體正楷字： 燈船的名字。

3. 斜體字： 燈浮筒的名字。

4. 普通羅馬字：除上述的燈外，所有其他的燈。

5. 燈高：a. 第五欄中的燈高，是指燈泡的中心至平均大潮高潮面 (MHWS) 的高度。

   b. 第七欄中的燈高，是指燈塔由頂至其底部的結構高度。

6. 距離： 第六欄中的距離是指指定里程。

7. 方位： 第八欄中的扇弧真方位是由海上測量的。

海圖上的燈塔詳情是根據下述原則印出的：

(a) 大比例海圖 ：所有燈塔、燈浮和霧號的詳細資料，和障礙物的年月日，報告淺灘、已挖的航道、淺灘或更改航道的水深和燈塔的不正常情況，皆印在海圖上。

(b) 海岸海圖 ：只將主要燈塔和霧號的詳細資料登出來，這些主要燈塔是協助輪船接近海岸的。

若海圖的比例遞減，下列的燈塔資料會順序遞減：

i) 燈高

ii) 週期

iii) 聯閃數目

iv) 照射里程

註： 1. 顏色燈光是不會減去的，除非是白光。

2. 內港的燈浮和燈標不會印出來，其他的燈浮只會印出其燈質。

(c) 海洋海圖 ： 只將照射里程在 15 浬和以上的燈塔印出來，只有燈的的燈星和玫瑰紅火焰符號。

加入手寫字等 ：如可能的話加入的手寫字不要寫在水區上，除非有關的物件是在水區的；小心不要將已印在海圖上的資料遮蓋著。

擦掉： 不應將詳細資料擦掉，應以紫藍墨水畫出刪除線，例如 ~~fl(2) 10s 8m 12M~~。

圖片： 偶然間有部份海圖面積印在海員通告內名為圖片；當改正海圖時，下列各點要牢記並注意：

a. 圖片不單祇是加入新資料，有時可表示出以前某些資料忽略了。

b. 圖片的邊緣線是為印刷方便的而無需要剪下。

c. 由於圖片可能有些微變形，因而未必完全準確符合的。因此，在補貼圖片時應要小心，要將重要的航海資料盡可能較接近。為了確保位置準確，可用鉛筆鉤出圖片的角，然後將膠水塗在海圖上而不是塗在圖片上。

**更改海圖應注意事項**

(1) 先改現航次使用的海圖。

(2) 先改大比例海圖。

(3) 應要書寫整齊並與緯線平行。航道名稱應沿岸順航道方向書寫。

(4) 通告上所示的位置，如方位，距離和經緯度不相符，則根據方位和距離更改海圖。

(5) 用紫藍色墨水更改海圖；臨時和預先通告用鉛筆更改，並將通告號碼寫上。

(6) 切記把通告年份和號碼記在海圖小改正上和海圖更改記錄冊上。

(7) 補貼圖片，應把膠水塗在海圖上，而不是塗在補貼圖片上，否則補貼圖片乾後會變形。

有些海圖公司製作了一份改正海圖用的，符合該通告和海圖的內容，便於找尋正確更改的位置的透明圖片，這些透明圖片可節省了不少時間；但要切記，使用時，必須看清楚通告的內容，以免錯誤。

---

*( 林傑船長 : Master Mariner, M.I.S., MH.)*

# AA TALK

…. preserving from peril …

***Raymond T C Wong***

In adjusting general averages, to make allowances for sacrifice or expenditures incurred for the common safety, one would have to consider if the vessel and her cargo were in peril in the circumstances following an accident.

Rule A of the York-Antwerp Rules, an internationally accepted code of rules for the adjustment of general average, defines a general average act as follows:

*"There is a general average act when, and only when, any extraordinary sacrifice or expenditure is intentionally and reasonably made or incurred for the common safety for the purpose of preserving from peril the property involved in a common maritime adventure."*

The starting point for any discussion as to whether a vessel was in peril is the summary of the legal position given in the leading case of Vlassopoulos v. British & Foreign Marine Insurance Co. (1929), which the Editor quotes below:

"It is not necessary that the ship should be actually in the grip or even nearly in the grip of the disaster that may arise from a danger. It would be a very bad thing if shipmasters had to wait until that state of things arose in order to justify them doing an act which would be a general average act.

That is all, I think which need be said with regard to that matter, unless I add this: that "peril" which means the same thing as "danger" is the word used in the general rule (A) ( of the York / Antwerp Rules 1924 ) just as it is the word used in the Marine Insurance Act, Sect. 66. The word is not "Immediate peril or danger." It is sufficient to say that the ship must be in danger, or that the act must be done in order to preserve her from peril. It means, of course, that the peril must be real and not imaginary. It means that it must be substantial and not merely slight or nugatory. It must be a danger. This is a matter of fact."

The Judge made four points:

1. The peril need not be immediate.
2. The peril must be real and not imaginary.
3. It must be substantial and not merely slight or nugatory.
4. It is a question of fact in each case.

It is believed that the test as stated above has been adopted in all cases since 1929 on the question of peril.

**Where vessel aground – in peril or not**

The editor, when he was a trainee adjuster, was advised by an experienced technical consultant of a general proposition that:- "It is my contention that any ocean going vessel, particularly one with cargo on board, which goes aground in a position where she is not meant to go aground may be considered to be in a position of peril". Although it seems to be likely true very much more often than not, the editor suggests that each case be treated on its own merits.

There are indeed decided cases on the question of peril whilst aground, including the Rodney (1904), Charter Shipping v. Bowring Jones (1930) and Daniolos v. Bunge (1937), where some guidance can be adduced.

An average adjuster studies the circumstances of each case in conjunction with his technical consultant to help him/her be satisfied if the vessel aground with cargo on board is in a position of peril or not. It is suggested that the following questions be raised and considered:

1. Was the position in which the vessel grounded a sheltered one, or was it exposed and open to strong winds, etc.?

2. Was the bottom even and of soft mud, or were there rocks beneath on which the vessel might sustain damage?

3. Is there any great range of tide?

4. Could it have been predicted when the water level might rise sufficiently for the vessel to refloat without assistance?

5. If a storm or hurricane were to occur, could this cause damage to the vessel or would it first raise the level of the water sufficient for the vessel to float off?

6. What would have happened to the vessel and cargo if nothing had been done about the condition which gave rise to the course adopted, or what alternative existed to the course adopted?

**Where vessel hijacked by pirates**

The editor quotes below for readers' interest adjusters' notes extracted from 2 adjustments he has studied respectively, the contents of which are self-explanatory:

Case A – Vessel with cargo of phosphoric acid was hijacked by pirates off Somalia.

"The ship and cargo were in peril as a consequence of being taken over by pirates, and costs incurred to secure their release were for the common safety and give rise to a General Average claim in terms of Rule A of York-Antwerp Rules 1994."

Case B – Vessel with a cargo of "seized coal" was seized by pirates off the coast of Somalia.

"The circumstances of this case are fortunately relatively unusual. We believe that whilst the ship and cargo were under the control of the pirates they were in a position of common peril. The immediate threat was to the safety of the crew but there were also threats to "break" the ship. In the circumstances these are considered to be a real threat. By threatening the crew, the operation of the ship was compromised and safety of ship and cargo was imperiled. It may be that the peril was not immediate but we consider that the ship and cargo were in the grip of real peril.

Furthermore there was an additional element to the peril in that during this period the cargo of coal began to heat and give off methane gas. The reason for this was the voyage was longer than anticipated but more particularly the vessel was moored in the lee of the coast with ambient temperatures being much hotter than would have been experienced to the vessel that was proceeding normally on its voyage. It was very difficult to ventilate the cargo to reduce the temperature. We have not investigated this aspect but it is possible there was threat of extraordinary heating / fire and / or explosion white the vessel was under the control of the pirates affected ship and cargo.

The General Average act involved in this case was that of paying a ransom to the pirates in order to get the crew, ship and cargo released together with the ancillary costs involved. The allowance falls under York-Antwerp Rule A of the 1994 York-Antwerp Rules. This reads "there is a General Average Act when, and only when any extraordinary sacrifice or expenditure is intentionally and reasonably made or incurred for the common safety for the purpose of preserving from peril the property involved in a common maritime adventure". The payment of the ransom was intentionally and voluntarily paid and we consider it is recoverable under the wording of Rule A and any consequential and ancillary payments under Rules A and C of York-Antwerp Rules."

The editor would suggest that it is advisable for the adjuster to enlarge his explanation as the adjuster did in Case B.

**EVENING IMP WORKSHOPS**

The series of workshops with a theme of "Inter-disciplinary Maritime Practice" (IMP) was the brainchild of

three institutions in Hong Kong, namely, The Institute of Seatransport (IST), The Hong Kong Logistics Management Staff Association (HKLMSA) and The C.Y. Tung International Centre for Maritime Studies, PolyU (ICMS) with a view to providing a platform for some movers and shakers from the Hong Kong Maritime Industry to unreservedly share their views and valuable experiences with those whose careers and professions are in the shipping fraternity of Greater China Region. The IMP Program was structured to cover the entire life-span of a ship, from the decision to purchase to its final loss or scrapping. The mode of workshops was based upon a case-study format, with guest-speakers being invited to share their view and valuable experience, be it good or bitter, in specific issues. It was intended to be a very proactive educational workshop. We are pleased to report that IMP managed to have successfully delivered 12 workshops for the period 9th January 2014/3rd December 2015, with following topics:

1) Decision Making in Ship Acquisition

2) Financial Options for Ship Acquisition

3) Sale & Purchase and Newbuilding of Ships

4) Ship Types, Machineries & Equipment

5) Management of Ships & Ship Managers

6) Professional Services in Maritime Practice

7) Ship Employment, Chartering, & Administration

8) Ship Operations, Crewing, Technical Maintenance & Agency

9) Marine Insurance (Part I) – H & M and P & I

10) Marine Insurance (Part II) - Disputes & Casualty Management (Legal & Commercial)

The feedback from the attendees being encouragingly positive, the IMP Workshop Organizing Committee derives great satisfaction in seeing how the IMP Workshop Series has contributed to the shipping fraternity of the Greater China Region and is in the process of considering the feasibility of repeating the project during the course of 2016.

**Q&A**

*Clause 17 of the Institute Time Clauses – Hulls 1/10/83, which reads as follows:*

> *"In no case shall any sum be allowed under this insurance either by way or remuneration of the Assured for time and trouble taken to obtain and supply information or documents or in respect of the commission or charges of any manager, agent, managing or agency company or the like, appointed by or on behalf of the Assured to perform such services."*

*An Underwriter has recently challenged the allowance in an adjustment for (repair) port agents' fees on the grounds that these were excluded by the Clause.*

We are surprised to see an underwriters' attitude some 32 years after the introduction of the Clause, the wording of which was recognized as being not ideal. Briefly, for background information, it had been established practice that Owners of a ship was not entitled to claim on policies of insurance on ship any remuneration for his own time and trouble in processing the claim. However, during the late 1970's and early 1980's, the amount of agency fees charged by agency or management company set up by the shipowner which finances itself thereon, had become unreasonably high, prompting the Underwriters in the leading insurance market, London to introduce the above-mentioned Clause 17 when the ITC were revised. From the memory of the editor, similar problem as raised by the reader arose in the London market but after discussions, Underwriters agreed that port agents remuneration could be allowed provided a suitable note was inserted in the adjustment explaining the nature of the charge. Accordingly, to avoid confusion and as recommended by Underwriters, the following Adjuster's Note, or something similar, was made under the agency charges included in a port agent's general account covering expenses incurred in respect of the vessel at the repair port:

> "Adjusters' Note:-
> The fees charged in the above account represent charges of port agents for handling operations connected with the vessel at the port. Allowance therefor is not excluded by the terms of Clause 17 of the Institute Time Clauses – Hulls 1/10/83."

After this had become a well known practice and recognition, the above adjusters' note had become unnecessary since early 1990's. Reference can be made to the authoritative commentary made about the Clause in the text books like "The Institute Clauses" wherein Messrs. N. Geoffrey Hudson and J. C. Allen write, "... it should be mentioned that this clause does not exclude the fees and charges of an agent at a port of call, which can still be recoverable under certain circumstances with the other port charges as part of the cost of repairs."

*(Mr. Raymond T C Wong: Average Adjuster)*

# 香港航運業在“一帶一路”戰略中可大有作為

劉洋

“一帶一路”(即“絲綢之路經濟帶”和“21 世紀海上絲綢之路”)是中國政府在 2013 年提出的新的國家發展戰略，並已經開始啟動。根據中國發改委、外交部和商務部在 2015 年 3 月 28 日聯合發布的《推動共建絲綢之路經濟帶和 21 世紀海上絲綢之路的願景與行動》一文，“一帶一路”的核心是為沿綫地區基礎設施、資源開發、產業合作和金融合作等實現互聯互通，而其中又特別提到要發揮香港的獨特優勢作用，使其積極參與和助力“一帶一路”建設。作為“一帶一路”區域內高度國際化和現代化的城市，香港在金融、貿易、航運和專業服務等領域都有著很強的領先優勢，因此應該努力成為“一帶一路”建設的重要組成部分甚至是鏈接東北亞和東南亞的樞紐地。

對于香港航運業來說，國家在“十二五”規劃中明確表示中央支持香港發揮作為國際航運中心的角色地位。同時，香港特區行政長官在其近年施政報告中也多次強調支持航運業發展的重要性，因其能帶動香港的經濟發展和增加就業機會。根據運輸和房屋局局長張炳良最近在立法會經濟發展事務委員會會議上的發言所知，港口及其相關行業的直接經濟貢獻佔香港本地 GDP 的 1.1%，及就業人口的 2.4%，涉及 88,000 個職位。而貿易及物流業更是香港經濟四大支柱行業之首，佔 GDP 的 24%。其中，物流業的直接經濟貢獻佔 GDP 的 3.2%，及就業人口的 5%，涉及 188,000 個職位。由此可見航運業整體對香港經濟的重要性。

但值得注意的是，雖然香港航運業在亞太區域內依舊具有領先地位，但這一地位並非沒有挑戰。所以，香港勢必需要考慮利用“一帶一路”建設這一契機，重振且發展成為更加強大的國際航運中心。在參加今年的博鰲亞洲論壇時，行政長官梁振英在介紹香港的作用時曾經把香港形容是內地與世界的“超級連接器”和“超級連絡人”。同時，他又將香港定位為中國的“首席信息官”和“首席智力官”。香港航運業恰好就可以在“一帶一路”建設背景下肩負這四種角色，並借機從“貨運服務型”轉型至“高端服務型”的國際航運中心。

## 超級連接器

因為毗鄰珠江三角洲的緣故，香港是天然深水良港以及靠泊船隻的天然避風港。同時，由于位于遠東貿易航綫要衝，並且地處經濟迅猛發展的亞太區域中心，香港不但是中國華南地區的轉口港，更成為亞太地區特別是東南亞和東北亞之間的樞紐港。另外，香港是自由港，擁有設施完備、管理先進、行政高效且運作成熟的國際性貨櫃碼頭，每星期可以提供大約 350 班貨櫃班輪服務，連接至全球超過 510 個目的地。根據香港政府統計處的數字，2014 年訪港的貨運和客運遠洋船舶和內河船隻共 189,500 艘。而香港港口在 2014 年則處理了 2,220 萬個 20 尺長標準集裝箱，繼續成為全球最繁忙且最高效率的國際貨櫃港之一。

當然，香港港口運營業務在全球港口體系中地位下降已經是客觀事實。根據中國科學院預測科學研究中心最新發佈的2015年全球20大貨櫃港預測報告，香港貨櫃吞吐量可能會退居全球第5位。由于經濟發展的客觀規律，這種港口“硬實力”地位下降也很難改變。但是， 2014年底由運輸和房屋局委托完成的《香港港口發展策略2030研究》預測香港的港口貨櫃吞吐量直至2030年將平均每年有1.5%的增長。同時，該研究也指出現有港口設施必須配合未來趨勢，需要提升碼頭處理能力和效率以應付未來貨櫃吞吐量增長的需求。因此，得天獨厚的地理位置使香港在未來較長一段時間內仍能繼續維持全球大港地位，從而為香港航運業的“轉型升級”提供堅實基礎和有利保障，並成為香港參與“一帶一路”建設的超級連接器。

## 超級連絡人

除了地理位置處于東北亞和東南亞中心的天然優勢，長年累月集聚的航運服務業基礎也使得香港成為這一區域的理想中介。作為全球第八大貿易經濟體，香港具有卓越的營商環境。在瑞士洛桑管理學院公佈的2015年世界競爭力年報中，香港比2014年攀升兩位排名第二，僅次于美國。因此，航運及其相關產業作為整個經濟產業的一環，也受益其中。

作為全球船東理想的船舶注冊地，香港的船東和航運相關企業積聚程度一直很高。截至2015年9月底，在香港註冊的總噸位突破1億總噸，繼續位列全球第4。同時，根據香港船東會的統計，截至2014年12月1日，該會會員擁有、經營及營運的船舶數目及載重噸位分別是2,123艘和1.48億噸。為了加強香港作為國際航運中心的地位，香港政府一直致力于通過稅收政策優惠吸引航運相關企業在香港營商。香港註冊船舶從國際營運所得的利潤可以享有豁免利得稅的優惠。另外，香港政府還致力與貿易夥伴訂立寬免由國際航運業務所引致的雙重徵稅安排，以此減少香港及其貿易夥伴的航運公司的總稅務負擔，從而增強這些公司在國際航運市場的競爭力。

在低稅制且相關配套體制健全的情況下，香港的專業航運服務集聚。航運經紀方面，很多大型的航運經紀公司在香港設有辦事處。船舶管理方面，香港擁有許多專業基礎穩固的船舶管理服務公司，為船東在日常營運方面提供管理和顧問服務。航運保險方面，截至2014年12月香港共有86家獲授權的海事保險公司，其中包括33家外資保險公司。特別值得一提的是，為全球約90%的遠洋船舶噸數提供保賠服務的國際保賠協會集團 (International Group of P&I Clubs) 的13家成員協會，目前有8家在香港設有辦事處。航運金融方面，本身就是國際金融中心的香港，航運金融服務基礎雄厚，主要的航運金融銀行和機構都在香港設有分行或辦事處，向香港本地以及在亞太區域內安排融資和交易的外國船東和船廠提供專業船舶融資服務。

因此，坐擁上述航運服務業在區域內已經形成的領先優勢，香港顯然應該採取更積極的姿態，吸引更多與航運、物流、採購相關的跨國公司投資香港，並把香港建成這些跨國公司的區域總部甚至是營運中心。通過為中國內地企業和海外企業提供經紀、融資和保險等航運服務，香港將會成為中國在“一帶一路”建設中的超級聯絡人。

## 首席信息官

在信息時代，航運業與信息及知識服務業勢必具有互相促進的關係，而香港航運信息服務有著很好的基礎。如前所述，很多國際大型航運經紀公司在香港設有辦事處，對于亞洲市場乃至國際市場都有著深入的認識和分析，能夠提供精準反映有關航運業趨勢的最新市場情報。無論是本地還是外國的航運經紀專家，都能以他們豐富的經驗、專業的知識以及語言優勢為航運企業特別是船東與船舶承運人提供專業顧問服務。

另外，香港政府的相關機構都很重視搜集和發佈有關航運業的數據和信息。香港貿易發展局通常會定期提供有關航運服務業概況的研究諮詢。香港航運發展局和港口發展局則會定期發布航運業統計摘要等重要行業內信息，而其中的一些信息會相應轉化為提升價值和改善決策的知識。此外，香港船舶登記處也會提供方便快捷的船舶登記信息查詢服務。

航運信息不單對于航運業本身具有至關重要的作用，同時也對全球商品貿易乃至經濟運行具有指標性作用。因此，香港航運業應該努力打造成為“一帶一路”建設的信息平臺，為航運和貿易相關的內地企業“走出去”以及海外企業“走進來”提供信息服務，成為他們在制定投資計劃和經營策略上的重要支柱。

## 首席智力官

在《基本法》確立的“一國兩制”原則的保障之下，香港通過奉行國際社會熟悉的普通法制度維護其法治傳統，並由中立、專業和高效的本地與外籍法官組成其獨立的司法系統。同時，香港擁有世界一流的立法框架及支持仲裁的司法體系。香港通過《仲裁條例》鞏固其作為便利的《聯合國貿易法委員會國際商事仲裁示範法》(UNCITRAL) 的法域地位，並同時香港法院又採取高度支持仲裁的態度，長期保持執行國際和本地仲裁裁決的卓越記錄。同時，強大的商事海事法律專業隊伍和專業高效的仲裁管理機構也都使香港成為亞太區域內的法律中心。在這種大環境下，香港也就順而在普遍遵循普通法和英國法為原則的國際航運法律服務方面擁有了非常重要的地位，並已經發展成為國際海事仲裁中心之一。

眾所周知的是，海事仲裁對高投入、高風險的航運業健康發展具有重要意義。因此，由于緊鄰中國內地的地理優勢以及根據中國內地和香港簽訂的《內地與香港關于建立更緊密經貿關係的安排》的自由貿易協議，香港必然成為涉及中國因素的商事與海事糾紛的理想中立地。同時，香港對于亞洲傳統、價值觀和文化的瞭解和認同有著天然優勢，並且又糅合了中西方文化精髓，使得香港在解決中國內地公司與海外國際企業之間的商業和海事糾紛方面具有獨特吸引力。

隨著“一帶一路”建設蓬勃展開，香港勢必可以其通過公正、專業和高效的海事和貿易仲裁服務為中國企業“走出去”以及“一帶一路”沿綫國家以及世界各國“走進來”提供必要的航運和貿易法律智力支持。

## 特區政府“適度有為”時不我待

特首梁振英在最近的文章中指出，當市場運行未能發揮功能為社會帶來最大效益的時候，政府一定要有所作為。香港船東會在其 2014 年主席年度報告中將 2014 年的航運市場形容為“令人失望”。可以預見到的是，2015 年的航運市場會依舊慘淡且令人沮喪，大部分航運及相關企業面臨困境。因此，特區政府此時在航運業發展上“適度有為”可謂是恰逢其時。

面對當今航運市場空前激烈的競爭，不論新舊國際航運中心都深得其政府的支持。因此，香港政府應該立即採取行動，從根本上改變目前對香港航運業的管理手法並加強支持度。鑒于新加坡推進國際海事中心建設的方式，香港政府是時機加快推動成立一個新的航運機構，統籌負責進行航運政策及制度研究，推動航運發展的政策措施，並在政策制定過程中代表航運業發聲。同時，新航運機構應該被授予更為廣泛的權利，負責檢視業內的人力資源情況，並執行支持香港航運業人才培訓的措施，推動和協調香港航運業相關的研究和開發。另外，通過新航運機構制定行之有效的策略，宣傳及推廣香港作為國際航運中心的地位，並進一步提升國際航運市場對香港優質航運服務水平的認知。

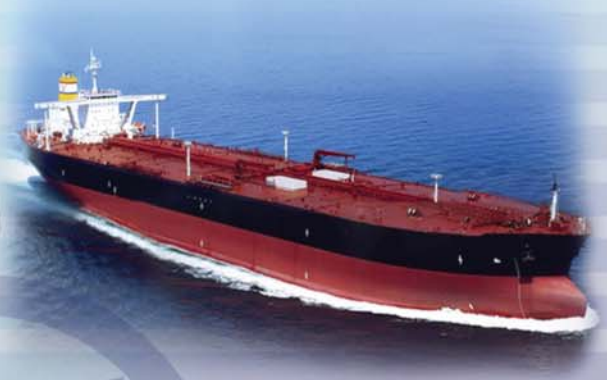
在特區政府“適度有為”的引導和配合下，充分發揮現有國際領先水平的航運基礎，香港航運業勢必可以重振雄風並發展成為亞洲區頂尖的航運中心。在向全球海事業推廣和展示其國際航運中心軟實力的同時，利用好“一帶一路”建設機遇，香港可以“築巢引鳳”，吸引全球投資和海事企業入駐香港。

總之，香港航運業具有服務“一帶一路”建設特別是“21 世紀海上絲綢之路”沿綫國家和地區經濟的優良基礎和巨大優勢。作為中國在全球範圍內進行資源配置的樞紐，香港應該以更加積極和進取的姿態參與到此次“一帶一路”戰略中去，依托領先的航運服務能力，發揮國際航運中心的輻射和帶動作用，成為連接和聯繫中國內地與海外市場的合作、溝通與發展的平臺，並為航運及相關產業提供信息支持和智力保障。同時，以此為契機，香港可以更好的挖掘和發揮在航運服務方面的競爭優勢，積極開拓全球航運市場特別是擴展新興航運市場包括東北亞、東南亞和南亞的航運及相關服務業務，從而促進香港航運業向“高端服務型”的轉型升級，為鞏固和發展香港國際航運中心地位創造良好條件。

---

*( 劉洋先生：律師，禮德齊伯禮律師行 )*

# 香港船舶註冊處
# HONG KONG SHIPPING REGISTRY



- 以優質及良好服務著稱的世界級船舶註冊
  A world-class shipping register with a reputation for excellent quality and service
- 船舶註冊總噸位超越1億，位列世界五大排名之內
  One of the world's top 5 registers
  The registered gross tonnage has exceeded 100 million
- 簡易使用程序及全年無休服務
  User friendly and round the clock, 365 days service
- 建基香港，放眼世界
  Based in Hong Kong with world vision

Marine Department
Government of the Hong Kong Special Administrative Region

香港特別行政區政府
海事處


**Enquiries:**
Hong Kong Shipping Registry,
Marine Department, HKSARG
3/F, Harbour Building, 38 Pier Road, Central, Hong Kong
Tel: (852) 2852 4387 Fax: (852) 2541 8842
Email:hksr@mardep.gov.hk Website:http://www.mardep.gov.hk

**查詢：**
香港船舶註冊處
香港特別行政區政府海事處
香港中環統一碼頭道 3 8 號海港政府大樓 3 樓
電話：(852)2852 4387 傳真：(852)2541 8842
電郵：hksr@mardep.gov.hk 網址：http://www.mardep.gov.hk

招商局

CHINA MERCHANTS GROUP

Since 1872

**招商局**創立於一八七二年晚清洋務運動時期，是中國近代民族工商企業的先驅，在中國近現代化進程中起到過重要推動作用。

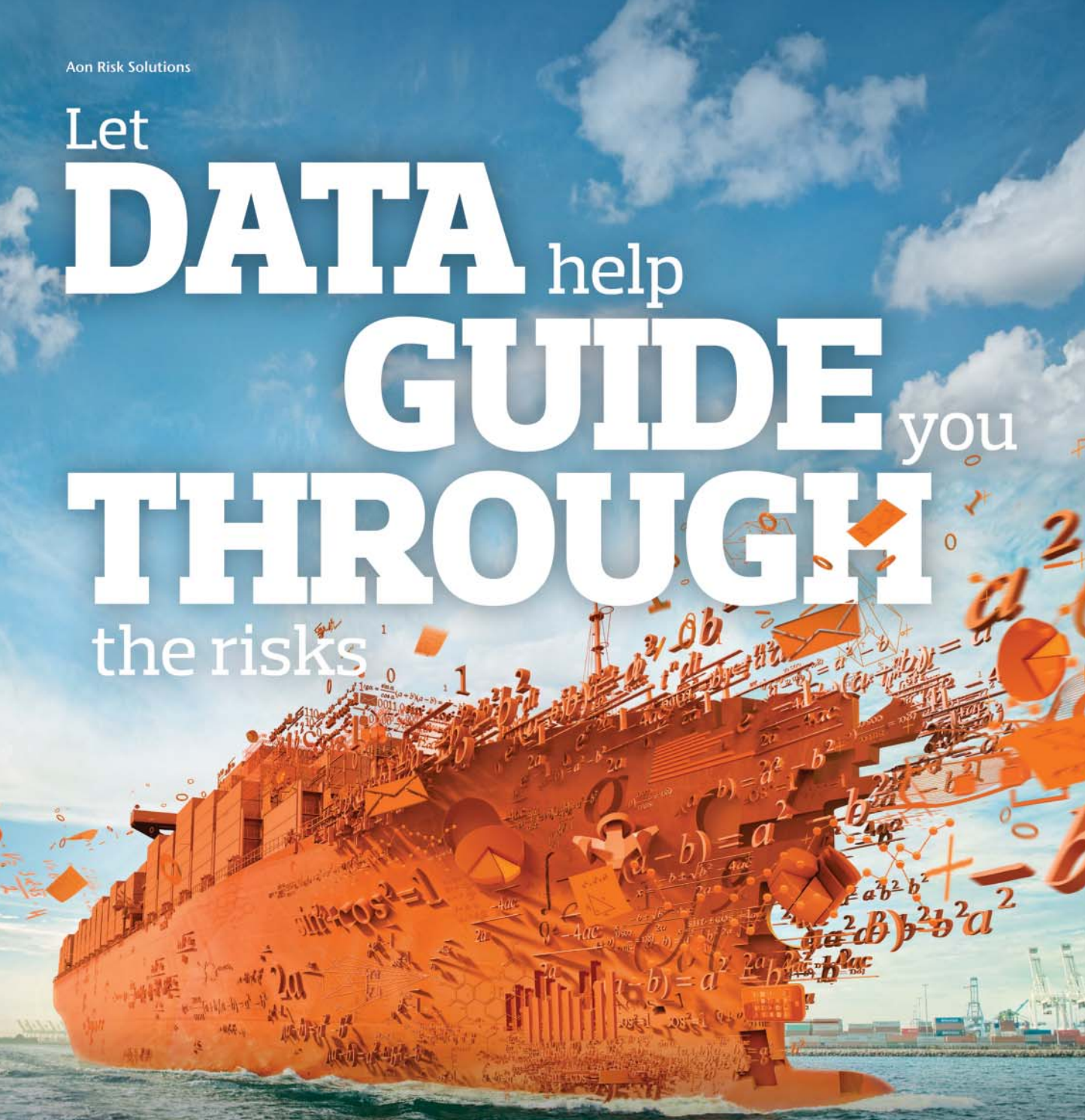
賴於幾代人的努力，現已成長為一個實力雄厚的綜合性大型企業集團。其交通運輸及相關基礎設施建設、經營與服務，金融資產投資與管理，房地產開發與經營等三大核心產業，在業內居領先地位。

集團總部位於香港，業務分佈於香港、中國內地、東南亞等極具活力和潛力的新興市場，被列為香港『四大中資企業』之一，在國際工商界有著廣泛影響。


www.cmhk.com

Aon Risk Solutions

# Let DATA help GUIDE you THROUGH the risks



The marine industry is complex, occasionally volatile, constantly evolving and presents considerable risk. Aon's marine expertise is unique in the industry, providing comprehensive and flexible solutions for our clients' global operations. Aon's marine team in Asia consists of over 50 experts focused on providing risk solutions to the marine industry. With key hubs in Singapore, Beijing, Shanghai, Hong Kong, Taipei and Seoul, we deliver tailored marine solutions to some of the region's largest ship owners, shipyards, ports & terminals, manufacturers & traders and major construction projects.

**Visit aon.com to learn more about Aon's marine team.**

Risk. Reinsurance. Human Resources.

AON
Empower Results®