

### GLAVA III

## UGOVOR O POMORSKOJ AGENCIJI

#### *Članak 674.*

Ugovorom o pomorskoj agenciji, pomorski agent se obvezuje, na temelju opće ili posebne punomoći, u ime i za račun nalagodavatelja, obavljati pomorske agencijske poslove te poslove pomaganja, posredovanja i zastupanja, a nalagodavatelj se obvezuje pomorskom agentu nadoknaditi troškove i platiti nagradu.

#### *Članak 675.*

Pomorski agencijski poslovi jesu posebice oni koji se odnose na plovidbu, brodove i njihovo iskorištavanje, a osobito na: prihvaćanje i otpremanje brodova, posredovanje pri sklapanju ugovora o iskorištavanju brodova, kupoprodaji, gradnji, [preinaci](#) i popravku brodova, osiguranju brodova, tereta i interesa, opskrbi zaliham, te na brigu o putnicima.

#### *Članak 676.*

(1) Ugovorom o pomorskoj agenciji na temelju opće punomoći pomorski se agent obvezuje u ime i za račun nalagodavca obavljati sve poslove ili sve poslove određene vrste iz njegove djelatnosti.

(2) Ugovor o pomorskoj agenciji na temelju opće punomoći mora biti sklopljen u pisanom obliku.

(3) Ugovor koji nije sklopljen u pisanom obliku ne proizvodi pravne učinke.

(4) U slučaju sumnje o granicama opće punomoći smatrat će se da se ona odnosi na poslove prihvaćanja i otpremanja brodova.

(5) Ako se pomorski agent isključivo bavi posredovanjem odnosno zastupanjem pri sklapanju ugovora o iskorištavanju brodova, smatrat će se, u slučaju sumnje o granicama opće punomoći, da se ona odnosi na posredovanje pri sklapanju tih ugovora, osim ugovora o zakupu i ugovora o prijevozu na vrijeme za cijeli brod.

#### *Članak 677.*

Ako nalagodavatelj ograniči ovlaštenja pomorskom agentu koja se odnose na uobičajene poslove pomorskoga agencijskog posla, to ograničenje nema pravni učinak prema osobama koje nisu za nj znale niti su prema okolnostima za nj morale znati.

#### *Članak 678.*

Pomorski je agent obvezan i ovlašten uporabom dužne pažnje, u granicama danog ovlaštenja, obavljati poslove koji su potrebni ili uobičajeni za izvršenje dobivenog naloga.

### CHAPTER III

## CONTRACTS OF MARITIME AGENCY

#### *Article 674.*

By a Contract of Maritime Agency, the Maritime Agent undertakes to perform maritime agency services and services of assistance, mediation and representation, for and on behalf of the Principal, on the basis of a general or special authorization whereas the Principal undertakes to reimburse the Maritime Agent for the expenses and pay to him a remuneration.

#### *Article 675.*

Maritime Agency services are particularly services relating to the navigation, ships and their employment especially for: assisting and clearance of ships, mediation in concluding contracts of employment of ships, sale and purchase, building, [modification](#) and ship repairing, insurance of ships, insurance of cargoes and interests, supplying and taking care of the passengers.

#### *Article 676.*

(1) Under a Maritime Agency Agreement based on a general authorization the Maritime Agent undertakes, for and on behalf of the Principal, to perform all services or all services of a determined type in the field of his activity.

(2) A Maritime Agency Agreement based on a general authorization must be drawn in writing.

(3) An agreement, which is not drawn up in writing, shall have no legal effects.

(4) In case of doubt as to the limits of the general authorization it will be assumed that it shall refer to the clearance activities.

(5) If a Maritime Agent deals exclusively with mediation or with the stipulation of contracts of employment of ships, in case of doubt as to the limits of the general authorization, it will be assumed that it shall refer to the mediation for stipulating such agreements, excepting bare boat charters, charters by demise and time charters for a whole ship.

#### *Article 677.*

If the Principal limits the authorization of the Maritime Agent regarding the usual services of a Maritime Agent, such limitation shall have no legal effect in respect of third persons that had no knowledge of the said limitation nor ought to have had knowledge of the same under the existing circumstances.

#### *Article 678.*

The Maritime Agent is obliged and authorized within the limits of the given authorization to perform services that are necessary or customary in order to fulfil any received orders with the due diligence of a good businessman.

**Članak 679.**

Pomorski agent može, na temelju izričitog ovlaštenja ugovornih strana, potpisati u ime i za račun obiju ugovornih strana ugovor o iskorištavanju brodova.

**Članak 680.**

Ako pomorski agent izričito ne navede da nastupa u svojstvu agenta, smatra se u odnosu na osobu koja je u dobroj vjeri da radi u svoje ime.

**Članak 681.**

(1) Pomorski agent ima pravo na predujam za naknadu svojih troškova i onih učinjenih za nalogodavca i nagradu.

(2) Ako naknada troškova i nagrada agentu nisu plaćene, agent ima pravo pridržaja na imovini nalogodavatelja.

**Članak 682.**

Pomorski agent ima pravo na naknadu troškova i na nagradu za posredovanje i sklapanje ugovora na temelju činjenice da je posredovao pri njegovom sklapanju.

**Članak 683.**

Uvjete za obavljanje djelatnosti pomorskog agenta, te prava i obveze pomorskog agenta, osim onih propisanih ovim Zakonikom, propisuje ministar.

**Article 679.**

The Maritime Agent may sign a contract of employment of a ship for and on behalf of both contracting parties on the basis of an express authorization of the contracting parties.

**Article 680.**

If the Maritime Agent does not expressly declare that he is acting in the capacity of a Maritime Agent, it shall be deemed, in respect of the person in good faith that the Maritime Agent is acting in his own name.

**Article 681.**

(1) The Maritime Agent shall be entitled to an advance for his expenses and those made for the Principal and to remuneration.

(2) If the expenses and the remuneration are not paid to the Agent, the Agent has the right of retention of the Principal's property.

**Article 682.**

The Maritime Agent is entitled to the reimbursement of the expenses and to remuneration for the mediation and stipulation of contracts by the mere fact that he mediated in the conclusion of the contract.

**Article 683.**

The Ministry herewith brings the rules on the conditions required to perform the activity of the Maritime Agents, their rights and obligations, unless prescribed by this Code.