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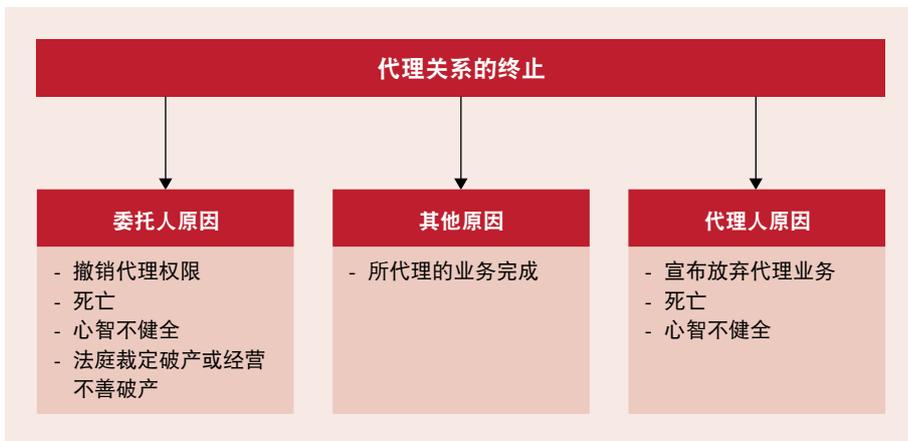
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LEADING. EVOLVING. ACHIEVING. SINCE 1963

代理人是指接受委任在与第三方交易时为他人的利益而从事任何行为或者代表他人的人。上述行为所为之对象或以上述方式被代表的人，即委托人。任何有合同能力的人都可以委任代理人。《塞浦路斯成文法》第 149 章即为《合同法》，其第 145 条明文规定，设立代理无需说明原因。授权既可以明示也可以默示。以口头或书面方式给予的授权为明示授权，根据具体情形推断得出的授权为默示授权。口头 / 书面表达或常规的交易过程都可以用于解释具体情形。

代理关系中双方当事人之间的责任如下：合同法第 148 条规定，代理人的法定权限延伸至为履行委托人指令的行为而进行的每一项必要的合法事务。如果这类行为属于委托人的业务范围，那么为此目的而进行的每一项必要的合法事务或者在从事该类业务过程中所采取的惯常做法，都包含在代理权限之内。在紧急情况下，代理人的权限将会扩展至为保护其委托人的利益不受损失而采取的任何行为，如果类似情形下一个具备一般谨慎标准的人也会采取这种行为。

根据《合同法》第 150 条，明示或默示



由代理人亲自承担履行责任的行为，代理人不能合法地委任他人履行，除非依据一般的交易惯例可以委任子代理人，或者按子代理的性质必须任命子代理人。对于相关第三方而言，只要子代理人得到了正确的委任，并且所代理的行为在其被授予的权限范围之内，其行为就等同于原代理人所为，将产生约束力并使委托人对该行为负责。对于子代理人的行为，代理人仍然要向委托人负责。

经代理人签订的合同以及因代理人的行为而引起的义务，其效力和可强制执行效力等同于由委托人所签和所为。如果代理

人超越委托人所授予之权限而行事，那么重点要看经授权的行为是否可以从未经授权的行为中提取出来。如果可以提取出来经授权的行为，那么该行为在代理人和委托人之间有约束力。如果这种提取是不可能的，那么委托人可以不承认该笔交易。

对于代理人未经授权之

行为和 / 或在自己不知情的情况下的所为，委托人可以选择认可或放弃。如果这类行为为被委托人认可，无论以明示还是默示的方式，其将被视为经委托人授权而为。然而，如果委托人对于具体事实的知情状态存在着实质性缺陷，那么委托人的认可也是无效的。

代理关系可因如下图所示的任何原因而终止，无论以明示还是默示的方式。代理人权限的终止同时也意味着该代理人委任的所有子代理人的权限自动终止。如果以撤销或放弃的方式终止代理关系，应作出合理的通知使终止有序，以免对委托人或代理人造成损害。根据《合同法》第 168 条，代理人权限的终止生效于：(1) 对于代理人来说，当终止的通知为其所知时；或者 (2) 对于第三方，当终止的通知为其所知时。

《合同法》第 181 条明确承认代理人对委托人财产的留置权。特别是在合同中没有相反的约定时，代理人有权保留委托人的货物、文件和其他财产，直至相关的佣金、开支和服务费等所有委托人应付给代理人的款项得到解决。■

代理的法定责任	
委托人 → 代理人	代理人 → 委托人
<ul style="list-style-type: none"> - 保护代理人在合法地和 / 或善意地行使权限的过程中免受行为后果的危害； - 补偿因委托人疏忽或缺乏技术而对代理人造成的损害。 	<ul style="list-style-type: none"> - 按照委托人的指令或通行的商业惯例（如无指令）为委托人从事业务； - 为指令以外的行为导致的应计损失和利润向委托人报账； - 按要求提交正确的账目； - 以合理的勤勉与委托人交流并寻求其指令； - 将收到的所有款项交付给委托人。

An agent is a person appointed to do any act for another, or to represent another, in dealings with third parties. The person for whom such an act is done, or who is so represented, is called the principal. Any person who is competent to contract may appoint an agent. Section 145 of the Contracts Law of Cyprus expressly states that no consideration is necessary to create an agency. The authority may be express or implied. An authority is said to be express when it is given orally or in writing, and implied when it is inferred from the circumstances of the case. Oral/written representations or the ordinary course of dealing may be taken into account as circumstances of the case.

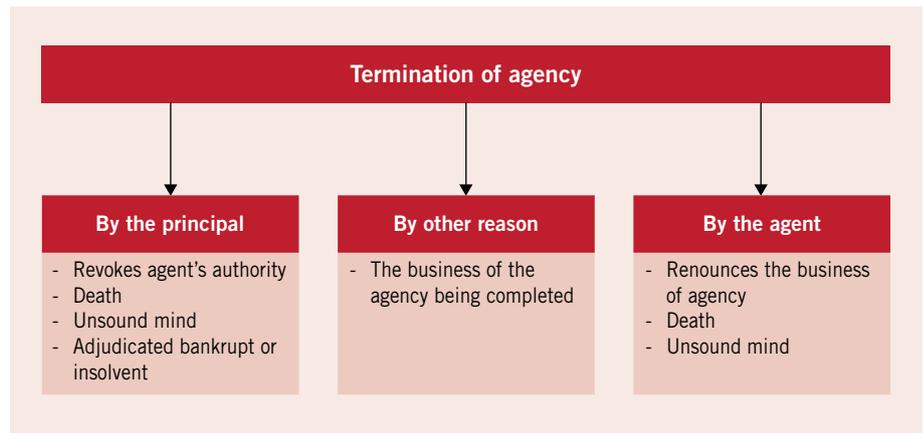
Duties owed

The duties owed between the parties to an agency relationship are depicted below. Section 148 encompasses the statutory extent of the agent's authority to every lawful thing that is necessary to perform the act instructed on by the principal.

Where such an act is the carrying on of the principal's business, every lawful thing necessary for the purpose or usually done in the course of conducting such business will be included.

In case of emergency, the agent's authority will extend to all such acts for the purpose of protecting his or her principal from loss as would be done by a person of ordinary prudence under similar circumstances.

Pursuant to section 150, an agent cannot lawfully appoint another to



perform an act which the agent has expressly or impliedly undertaken to perform personally, unless by the ordinary custom of trade a sub-agent may, or, from the nature of sub-agency must, be appointed.

As far as third parties are concerned, when a sub-agent is properly appointed and acts within the authority conferred to him/her, he/she will bind and make the principal responsible for his/her acts as if he/she were an agent originally appointed by the principal. The agent remains responsible to the principal for the acts of the sub-agent.

Important consideration

Contracts entered into through an agent, as well as obligations arising from acts done by an agent, may be valid and enforceable as if the contracts had been entered into, and the acts done, by the principal. When an agent exceeds the authority conferred to him/her by the principal, the important consideration will be whether the authorised act can be extracted from the unauthorised act.

If the authorised act can be separated, then it will be binding between him/her and the principal. Where such separation is impossible, then the principal is not bound to recognise the transaction.

A principal may elect to ratify or renounce acts of the agent that have not been authorised and/or

have been performed without his/her knowledge. Where such acts are ratified by the principal, whether expressly or by conduct, then they will be deemed as having been performed under the authority of the principal.

However no valid ratification can be made by the principal if the principal's knowledge of the facts of the case is materially defective.

Termination of an agency

An agency may be terminated for any of the reasons illustrated below, the same being express or implied. The termination of an agent's authority automatically terminates the authority of all sub-agents appointed by that agent.

Where the agency is terminated by revocation or renunciation, reasonable notice must be given as otherwise any damage resulting to the principal or the agent as the case may be must be made good.

Pursuant to section 168, the termination of the agent's authority becomes effective: (a) to the agent, when it becomes known to the agent; or (b) to third parties, when it becomes known to them.

Section 181 expressly recognises the agent's lien on the principal's property. In particular, in the absence of any contract to the contrary, an agent is entitled to retain goods, papers and other property of the principal received by the agent until any amount due to the agent for commission, disbursements and services in respect of them has been settled to the agent by the principal. ■

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Statutory duties owed in agency	
Principal → Agent	Agent → Principal
<ul style="list-style-type: none"> - To indemnify the agent against the consequences of acts performed lawfully and/or in good faith during the exercise of authority - To compensate the agent in respect of injury caused to the agent by the principal's neglect or want of skill 	<ul style="list-style-type: none"> - To conduct the principal's business according to his/her instructions or the prevailing business custom (if no instructions given) - To account to the principal for losses and profits accrued for acts outside those instructed; - To render proper accounts on demand - Reasonable diligence in communicating and seeking instructions of the principal - To pay all sums received on account for the principal