

NOTES TO ASG 2 COLLISION JURISDICTION AGREEMENT

1. This agreement is intended to allow claims arising from a collision to be dealt with by the English High Court by reference to English law, which thus excludes English private international law. In practice such claims will be dealt with by the Admiralty Court which is a specialist court which forms part of the High Court.
2. ASG 2 is designed to be adapted to the particular circumstances of the case: see notes to ASG 1.
3. Normally the form of the security which will be provided in accordance with paragraph C of this agreement will be an undertaking in the form of the ASG Collision Undertaking (ASG 1).
4. The second sentence of paragraph C is an addition to the original wording and should be carefully considered. See Note 4 to the Notes to ASG1.
5. It is important when using this form (as with many of the ASG forms) to ensure that the names inserted as the registered owners of the vessels involved are correct. This may require careful investigation where the vessels have been chartered or where they have changed ownership between the date of the collision and the date on which the undertaking is given.

ASG COLLISION JURISDICTION AGREEMENT

["AAA"] Collision with ["BBB"] [Date]

IT IS HEREBY AGREED between the owners of the above vessels as follows:-

- A. The claim of each party, including the question of limitation of liability, shall be determined exclusively by the English Courts in accordance with English law and practice.
- B. The undersigned will accept service of the other party's proceedings (including any limitation proceedings) on behalf of their respective clients/principals.
- C. Each party will provide security in respect of the other's claim in a form reasonably satisfactory to the other. **[Each party agrees to waive its right to apply to arrest or re-arrest to obtain further security under the Civil Procedure Rules 1998 Part 61.6]**
- D. The owners of the ["AAA"] hereby warrant that the registered owners of the ["AAA"] at the time of the collision were **[insert owners name]** of **[insert owners registered address]** and that the ["AAA"] was not demise chartered out at such time.
- E. The owners of the ["BBB"] hereby warrant that the registered owners of the ["BBB"] at the time of the collision were **[insert owners name]** of **[insert owners registered address]** and that the ["BBB"] was not demise chartered out at such time.
- F. This agreement shall be governed by English law and any dispute arising hereunder shall be submitted to the exclusive jurisdiction of the English Courts.

Signed

Solicitors

For and on behalf of the owners of ["AAA"]

Signed

Solicitors

For and on behalf of the owners of ["BBB"]

Dated this [] day of [] 20[].