

NOTES TO ASG 4 COMMON LAW SALVAGE UNDERTAKING

1. This undertaking (which in many cases will be given by the hull and machinery brokers or underwriters of the vessel alleged to be salvaged) is intended to be used to provide security to a provider of salvage services where the parties have not agreed that those services would be rendered on the basis of Lloyd's Form (which contains its own mechanism for the provision of security) - for example where the parties have utilised ASG 3.
2. Attention is drawn to the fact that the stated consideration for provision of security has been extended from that in the original wording. The beneficiary of the guarantee now agrees to refrain not only from arresting but also if the words in parenthesis dealing with re-arrest are not deleted from re-arresting. This change arises from the Civil Procedure Rules 1998 Part 61.6 which now makes express provision for the court to order that the claimant may, subject to certain conditions, arrest or re-arrest the property to obtain further security

ASG 4
Admiralty Solicitors Group

ASG COMMON LAW SALVAGE UNDERTAKING

To: The owners, master and crew of [the **Tug/Vessel "AAA"**]¹

c/o Messrs. [**X & Co**]

[**"BBB"**] **Claim for alleged Common Law Salvage [Date]**

Security in respect of [**insert details of salvaged property hereto secured**]

IN CONSIDERATION of your releasing and/or refraining from arresting [**or re-arresting at any time hereafter**] or otherwise detaining the above property or any other vessel or property in the same or associated ownership, management, possession or control in respect of your above claim we hereby undertake to pay you on demand such sum or sums as may be due to you from the owners of the above property in respect of your said claim either by agreement between the parties or by final London arbitration award or by final judgment of the English Courts **provided always** that our liability hereunder inclusive of interest and costs shall not exceed the sum of [**figures and words**].

This undertaking shall be governed by English law and any dispute arising hereunder shall be submitted to the exclusive jurisdiction of the English Courts.

Signed.....

Dated this [] day of [] 20 []

¹ Delete tug or vessel as applicable