

**NOTES TO ASG 6**  
**SUBMISSION TO ARBITRATION - COLLISION**

1. It is probably more common for disputes arising from collisions to be dealt with by means of court proceedings rather than arbitration but in some circumstances the parties may prefer the benefits of a private resolution of the dispute and this form provides a standardised agreement to arbitrate collision disputes.
2. The procedure which the agreement envisages for the arbitration is modelled on that applied to collision actions in the Admiralty Court while provision is also made for the use of an appeal arbitrator if one of the parties is dissatisfied with the original award in a manner similar to that used in salvage arbitrations under Lloyd's Form.
3. As with other ASG arbitration wordings, the claimants and appellants are required to pick up (and, therefore, initially pay for) the award within 48 hours of publication to reduce the possibility of delays.

**ASG SUBMISSION TO ARBITRATION - COLLISION****MEMORANDUM OF AGREEMENT** made the [ ] day of [ ] 20[ ]**B E T W E E N :**

- (1) Messrs [**X and Co.**], of [ **Address**] solicitors for and on behalf of the owners of the vessel ["**AAA**"] ("the Claimants") and
- (2) Messrs. [**Y and Co.**], of [**Address**] solicitors for and on behalf of the owners of the vessel ["**BBB**"] ("the Respondents")

**W H E R E A S :**

A collision occurred between the said vessels off [**insert place of collision**] on or about the [**insert date**], whereby both vessels sustained loss and/or damage and the parties are in dispute as to liability for the said collision and as to damages sustained in consequence.

**NOW IT IS HEREBY AGREED** as follows:-

1. The determination of the disputes as to liability for the said collision and as to the assessment of damages resulting therefrom ("the Disputes") shall be and are hereby referred to the sole arbitrament of [**insert name of arbitrator**] of [**insert address of arbitrator**] ("the Arbitrator") whose award shall (subject to appeal as hereinafter provided) be binding on the parties.
2. The arbitration and any appeal from the award of the Arbitrator (including his award as to costs) shall take place in London.
3. The parties shall each within 28 days from the date of this agreement file with the clerk to the Arbitrator a Collision Statement of Case (CSC) in the form at present in use in an Admiralty action in the High Court. Each party shall give notice to the other when its CSC is filed and on both CSCs being so filed the parties shall exchange the same. Such CSCs shall have the same force and effect as if they were filed in an Admiralty action in the High Court.
4. Unless otherwise ordered:
  - (a) The parties shall within 7 days of exchange of CSCs exchange lists of all documents in the form presently in use in the High Court for standard disclosure and within 7 days thereafter shall give mutual inspection thereof

- (b) Within 28 days after the completion of mutual inspection of documents either party may upon notice to the other apply to the Arbitrator for such directions as to the future course of the arbitration as they may desire.
  - (c) The said application for directions shall be dealt with so far as possible as if it were the hearing of a case management conference in an Admiralty action in the High Court, save that the Arbitrator shall also have power to order the parties to exchange particulars of their respective damage claims should they not already have done so.
- 5. The Arbitrator shall, after evaluation of such documents and such witnesses as the parties shall put in evidence before him, make an interim award on the question of liability for the said collision and as to costs in respect thereof.
- 6. In the event of the Arbitrator being later required to assess the damages claimed by either or both parties he shall, after evaluation of such documents and such witnesses as the parties shall put in evidence before him, make a final award on damages and as to costs in respect thereof. In all matters concerning the assessment of damages the practice and procedure applicable to a Reference to the Registrar in an Admiralty action in the High Court shall be followed so far as is possible.
- 7. The Arbitrator shall upon publication of any award inform the parties of the Reasons for such award and the said Reasons shall form part of the award. The solicitors for the Claimants shall take up the award forthwith and shall serve the solicitors for the other party with a true copy within 48 hours.
- 8. Either party may appeal from the interim and/or final award by giving to the solicitors for the other party notice in writing specifying the grounds of the appeal within 28 days of the date upon which the copy of the award has been served in accordance with paragraph 7 thereof.
- 9. In the event of one party giving notice of appeal, the other party, if desiring to cross appeal, shall give to the solicitors for the appellants notice in writing specifying the grounds of the cross appeal within 14 days after receipt of notice of appeal.
- 10. Any appeal from the award of the Arbitrator shall be referred to the sole arbitrament of [**insert name of Appeal Arbitrator**] of [**insert address of Appeal Arbitrator**] ("the Appeal Arbitrator") whose award shall be binding on the parties and who shall, after evaluation of such documents and such witnesses as the parties shall put in evidence before him, make his award on appeal, and as to all costs.
- 11. The Appeal Arbitrator shall upon publication of the award on appeal inform the parties of the Reasons for such award and the said Reasons shall form part of the award. The solicitors for the appellants shall take up such award forthwith and shall serve the solicitors for the other party with a true copy within 48 hours.

- 12. If the Arbitrator or the Appeal Arbitrator is unwilling or unable to act or is not named in this agreement the Disputes or any appeal (as the case may be) shall be referred to another arbitrator or appeal arbitrator to be agreed upon by the parties and in default of agreement to be chosen by the Chairman [**the Secretary**]<sup>1</sup> of the Admiralty Solicitors Group.
- 13. The parties shall be at liberty to be represented by counsel at any hearings before the Arbitrator or Appeal Arbitrator.
- 14. Save as is otherwise provided herein the Arbitration Act 1996 and any statutory modification thereof shall apply to any arbitration or appeal arbitration under this agreement.
- 15. The Disputes shall be determined in accordance with English law, and this agreement shall not in any way prejudice the right of either party to apply to the High Court to limit its liability by way of a limitation action.
- 16. This agreement shall be governed by English law and any dispute arising hereunder shall be submitted to arbitration in the same manner as is provided herein.

Signed.....  
Solicitors  
For and on behalf of the Claimants

Signed.....  
Solicitors  
For and on behalf of the Respondents

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<sup>1</sup> Delete as applicable