

## **NOTES TO ASG 1 COLLISION UNDERTAKING**

1. This undertaking (which in many cases will be given by the P&I or hull and machinery underwriters of the vessels involved in the collision) provides security to the recipient in respect of its claims arising from the collision. The form has been designed to be used in conjunction with the ASG Collision Jurisdiction Agreement (ASG 2).
2. Whereas ASG 2 is designed as an agreement between the respective shipowners (usually signed on their behalf by solicitors), ASG 1 is a guarantee given on behalf of one of those shipowners by a third party to the other shipowner.
3. The intention is that ASG 2 is a flexible document capable of easy adaptation to suit the circumstances of a particular case, whereas ASG 1 should not need adaptation.
4. 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 COLLISION UNDERTAKING**

To: The owners of the ["AAA"]

c/o Messrs. [X & Co.]

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

**IN CONSIDERATION** of your releasing and/or refraining from arresting [**or re-arresting at any time hereafter**] or otherwise detaining the ["**BBB**"] or any other vessel or property in the same or associated ownership, management, possession or control for the purpose of obtaining security in respect of your claim arising out of the above collision we hereby undertake to pay you on demand such sum or sums as may be due to you from the owners of the ["**BBB**"] in respect of your said claim either by agreement between the parties or by final **unappealable** 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[ ]