

**NOTES TO ASG 7 -
SUBMISSION TO ARBITRATION ON DOCUMENTS ALONE -
REMUNERATION FOR SERVICES RENDERED**

1. This form of arbitration can be used whether salvage is admitted or is in dispute and is designed to deal with comparatively small cases expeditiously and at minimum cost. The arbitration is to be conducted on documents alone and there is no right of appeal unless the parties specifically agree.
2. Whilst the form may be used by solicitors or by parties with legal assistance it is intended that the parties should present their own case with a view to saving costs. Should either party give insufficient information or the Arbitrator feel more is required to ensure justice, he has the power to request it.
3. It should be noted that under the agreement the Respondents are the owners of **all** the property aboard the ship. As the property is often in different ownership it is important to ensure all agree to the arbitration. The **submission** cannot bind those who do not specifically agree, **and one party cannot bind another without the latter's express agreement.**

**ASG SUBMISSION TO ARBITRATION - ON DOCUMENTS ALONE
REMUNERATION FOR SERVICES RENDERED**

MEMORANDUM OF AGREEMENT made the [] day of [] 20 []

BETWEEN :

- (1) Messrs [**X and Co.**] of [**insert address**] for and on behalf of the owners of the
[**tug / vesse1**]¹ [**"AAA"**] [**her master, officers and crew**]² (the "Claimants")
- (2) Messrs [**Y and Co.**] of [**insert address**] for and on behalf of the owners of the
vessel [**"BBB"**] and her bunkers, stores, freight at risk if any or any other
property thereon (the "First Respondents") and
- (3) Messrs [**Z and Co.**] of [**insert address**] for and on behalf of the owners of cargo
lately laden on board the [**"BBB"**] and freight at risk if any (the "Second
Respondents")

WHEREAS :

The Claimants allege that they have rendered salvage services entitling them to salvage or in the alternative to a quantum meruit to the [**"BBB"**], her cargo, bunkers, stores and freight or any other property thereon in [**insert place of salvage**] on or about the [**insert date**], and the Respondents dispute that services as alleged were rendered by the Claimants, or at all.

NOW IT IS HEREBY AGREED as follows:-

1. The determination of the dispute as to whether the Claimants' services were in the nature of salvage and the assessment of the amount of the salvage or such other remuneration payable for the alleged services by the Respondents to the Claimants together with any other dispute between the parties arising out of the alleged services shall be and is hereby referred to the sole arbitrament of a mutually agreed member of the Panel of Arbitrators published by the Admiralty Solicitors Group ("the ASG") or in the event of no such agreement by such person as may be appointed by the Chairman [**the Secretary**]³ of the ASG ("the Arbitrator") whose award shall be binding on the parties.

¹ Delete as appropriate.

² Delete as appropriate.

³ Delete as appropriate

- 2. There shall be no appeal from the award of the Arbitrator unless otherwise specifically agreed.
- 3. Following his appointment the Arbitrator shall give such directions as to the conduct of the case as he shall think fit but unless otherwise expressly agreed by the parties the arbitration shall be on documents alone with written submissions by the parties.
- 4. The Arbitrator shall have power to:
 - (i) call for and/or admit such documentary evidence or information as he may think fit
 - (ii) make interim awards on such terms as may be fair and just
 - (iii) make such orders as to interest, costs, fees and expenses as may be fair and just.
- 5. The parties agree that the Arbitrator shall express any award in a currency to be agreed or in the event of no agreement in pounds sterling.
- 6. The Arbitrator shall determine the disputes in accordance with the English law and provide Reasons for his award which shall form part of the award
- 7. Either party on payment of the Arbitrator's charges shall be entitled to take up the award and thereafter shall serve on the other party a true copy within 48 hours.
- 8. This agreement shall be governed by English Law

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For and on behalf of the Claimants For and on behalf of the First Respondents

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For and on behalf of the Second Respondents