

AVERAGE BOND

To:

Owner(s) of the:

Voyage and date:

Port of shipment:

Port of destination / discharge:

Bill of lading or waybill number(s):

Quantity and description of goods

NOTE:

Please provide a copy of the commercial invoice/details of freight paid, in order to establish cargo value.

In consideration of the delivery to us or to our order, on payment of the freight due, of the goods noted above we agree to pay the proper proportion of any salvage and/or general average and/or special charges which may hereafter be ascertained to be reasonably, properly and legally due from the goods or the shippers or owners thereof under an adjustment prepared in accordance with the provisions of the contract of affreightment governing the carriage of the goods or, failing any such provision, in accordance with the law and practice of the place where the common maritime adventure ended and which is reasonably, properly and legally payable in respect of the goods by the shippers or owners thereof.

We also agree to:

- (i) that the Adjustment shall be drawn up and stated in London, in accordance with the York/Antwerp Rules 1974
- (ii) furnish particulars of the value of the goods, supported by a copy of the commercial invoice rendered to us or, if there is no such invoice, details of the shipped value and
- (iii) make a payment on account of such sum as is duly certified by the average adjusters to be reasonably, properly and legally due from the goods and which is reasonably, properly and legally payable in respect of the goods by the shippers or owners thereof.

This agreement shall be governed by English Law, and the High Court of Justice, London, shall have exclusive jurisdiction over any dispute arising out of this agreement, and each party shall irrevocably submit to the jurisdiction of the English Court.

Date:

Company stamp and Signature
of receiver of goods:

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Full name and address:

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Name and contact

details of cargo insurers:

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Policy or Certificate No.

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The Shipowners have appointed as Average Adjusters
Blue Seas Adjusters Limited, 59 Mansell Street, London, E1 8AN

Tel: +44 (0) 20 7481 3335 Fax: +44 (0) 20 7691 7433

Email: claims@blueseasadjusters.com to whom this form should be sent duly completed

www.blueseasadjusters.com

AVERAGE GUARANTEE

NOTE: This guarantee will be accepted provided that no additions, deletions or amendments are made to it.

TO: The Owners of the vessel named below and other parties to the adventure as their interests may appear.

VESSEL **From** **To**

CASUALTY and DATE

In consideration of the delivery in due course of the goods specified below without collection of a deposit, we, the undersigned insurers, hereby undertake to pay to the Shipowners or to the Average Adjusters, BLUE SEAS ADJUSTERS LIMITED, on behalf of the various parties to the adventure as their interests may appear, any contribution to General Average and/or Salvage and/or Special Charges which may hereafter be ascertained to be reasonably, properly and legally due in respect of the said goods.

We further agree:-

- (a) that the Adjustment shall be drawn up and stated in London, in accordance with the York/Antwerp Rules 1974 .
- (b) to make prompt payment(s) on account of such contribution as may be reasonably, properly and legally due in respect of the said goods, as soon as the same may be certified by the said Average Adjusters.
- (c) to furnish to the said Average Adjusters at their request all information which is available to us relative to the value and condition of the said goods.

This agreement shall be governed by English Law, and the High Court of Justice, London, shall have exclusive jurisdiction over any dispute arising out of this agreement, and each party shall irrevocably submit to the jurisdiction of the English Court.

PORT OF LOADING	PORT OF DISCHARGE	BILL OF LADING	QUANTITY & DESCRIPTION OF GOODS	INSURED VALUE	POLICY/REF NO. & PREMIUM IF KNOWN
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SIGNATURE OF INSURERS:

(Company stamp to be applied)

NAME AND ADDRESS:

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Tel No:

Fax No:

Date:

Email:

The Average Adjusters are:-

BLUE SEAS ADJUSTERS LIMITED
59 Mansell Street, London, E1 8AN
Tel: + 44 (0) 20 7481 3335
E-mail: claims@blueseasadjusters.com www.blueseasadjusters.com

Beispiel für eine GENERAL AVERAGE GUARANTEE, kein Verbandsformular!

IMPORTANT: This Guarantee will only be accepted, provided no additions, deletions or amendments are made to the wording by the Underwriters.

GENERAL AVERAGE GUARANTEE

(For signature by Underwriters of Cargo to avoid collection of Cash Deposits in those cases in which it is practicable to do so.)

Vessel :
Voyage :
Casualty :

In consideration of the delivery in due course to the Consignees of the Merchandise specified below, without collection of a deposit on account of Average, we, the undersigned Underwriters, hereby guarantee to the Shipowners on account of those concerned the payment of any contribution to General Average and / or Salvage and / or Charges which may hereafter be ascertained to be properly due in re-spect of the said Merchandise.

We further agree to make prompt payment-on-account if required, as soon as such payment may be certified by the Average Adjusters and to furnish to the Average Adjusters at their request all information which is available to us relative to the value of the said Merchandise.

B/L No(s). Voyage Fol. No(s).	Marks and Nos. Container Nos.	Description of Cargo and Weight	CIF – Value (Pls. attached copy of Commercial Invoice)

We also agree to furnish particulars of the value of the goods, supported by a copy of the Commercial invoice and in case of damage to goods, to provide Claim Documents, incl. Letter of Subrogation without undue delay.

Date Signature and Stamp of Insurers

Full Name

Full Address

Tel./Fax No. / Reference No.

PART 2

CMI General Average Guarantee – Cargo

1. In consideration of the delivery in due course of the Secured Property to the consignees thereof without collection of a cash deposit, we, the insurers shown in box 11, hereby guarantee to pay to the owners of the ship named in box 1 or to the Adjuster on behalf of the various parties to the common maritime adventure, as their interests may appear, any contribution to General Average and/or Salvage and/or Special Charges which may hereafter be ascertained to be properly and legally due in respect of the Secured Property and payable without violating applicable economic or trade sanctions laws.
2. This guarantee will not take effect before arrival of all or part of the Secured Property at the port of discharge named in box 6 or other place where the common maritime adventure for the Secured Property ends.
3. The amount of this guarantee is limited in respect of general average contributions to the total contributory value of the Secured Property, as calculated by the Adjuster in accordance with the applicable York-Antwerp Rules.
4. This guarantee is without prejudice to any remedies or defences of the parties to the common maritime adventure arising under the contract of carriage or otherwise. Without prejudice to the time available to rely upon any such remedies or defences these should be notified to the Adjuster within three months of the date of issue of the adjustment.
5. We further agree:
 - a) to make prompt payment(s) on account of such contribution as may be properly and legally due in respect of the Secured Property, as soon as the same may be recommended by the Adjuster. Any payment on account made is without prejudice to our liability under clause 1 in respect of the final adjustment. In respect of any payment on account we may require reasonable counter-security in like amount prior to payment;
 - b) to furnish promptly to the Adjuster all information which is or may become available to us relative to the value and condition of the Secured Property;
 - c) (i) that any dispute arising out of or in connection with this guarantee shall be governed by the law and subject to the exclusive jurisdiction specified in box 4. If nothing is stated in box 4 then English law shall apply and any dispute arising out of or in connection with this guarantee shall be referred to the High Court of Justice of England and Wales; and

(ii) to nominate an address for service of proceedings in accordance with (i) within 21 days of a request to do so by any party to the common maritime adventure who may wish to pursue a claim under this guarantee;
 - d) that any period of prescription/limitation, whether provided by statute law, contract or otherwise, shall commence to run from the date upon which the general average adjustment is issued, unless otherwise provided in the applicable York-Antwerp Rules;
 - e) that the third and fourth paragraph of Rule G of the York-Antwerp Rules 2016 shall be deemed incorporated where the applicable York-Antwerp Rules do not contain a “non-separation agreement“.
6. This guarantee is intended to create a legally binding obligation notwithstanding that it may be transmitted and stored solely in electronic form. It is hereby agreed that transmission of this guarantee to the Adjuster electronically constitutes good delivery to the owners of the ship named in box 1 and other parties to the common maritime adventure who wish to enforce this guarantee.