

AVERAGE GUARANTEE

TO:

VESSEL:

CASUALTY and DATE:

In consideration of the delivery in due course of the goods specified below to the consignees thereof without collection of a deposit, we, the undersigned insurers, hereby undertake to pay to the shipowners or to the Average Adjusters, Harvey Ashby 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 legally and properly due in respect of the said goods.

We further agree:

- (a) to make prompt payment(s) on account of such contribution as may be reasonably and properly due in respect of the said goods, as soon as the same may be certified by the said Average Adjusters;
- (b) 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;
- (c) that if the cargo is forwarded to destination by other means, rights and liabilities in general average shall remain as nearly as possible the same as they would have been in the absence of such forwarding, as if the adventure had continued in the original ship for so long as justifiable under the contract of affreightment and the applicable law;
- (d) that this agreement shall be governed by English Law and the High Court of Justice of England and Wales shall have exclusive jurisdiction over any dispute arising out of this agreement.

PORT OF LOADING	PORT OF DISCHARGE	BILL OF LADING	QUANTITY & DESCRIPTION OF GOODS	INSURED VALUE	POLICY/REF NO & PREMIUM (IF KNOWN)

SIGNED:

SIGNATURE: COMPANY:

ADDRESS:

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Tel. No.: Fax No.: email: DATE:

The Average Adjusters are:

Harvey Ashby Limited, 1 Park Lane Business Centre, Langham, Colchester, Essex CO4 5WR, UK

Tel: +44 1206 689500 Email: hal@harvey-ashby.co.uk