

AVERAGE BOND

To: the owners of the vessel named below and other parties to the adventure as their interests may appear.

“YANTIAN EXPRESS” Fire on board – 3 January 2019

Port of shipment:

Port of destination/discharge:

Container number(s):

Bill of lading or waybill number(s):

Quantity and description of goods:

.....

Invoice value **(please attach copy)**:

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 proportion of any salvage and/or general average and/or special charges which may hereafter be ascertained to be 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 properly and legally payable in respect of the goods by the shippers or owners thereof.

We agree also:

- a) to 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;
- b) to make a payment on account of such sum as is duly certified by the average adjusters and which is properly and legally payable in respect of the goods by the shippers or owners thereof;
- c) 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 and each party shall irrevocably submit to the jurisdiction of that Court. We agree to nominate an address for service of proceedings under this bond in England or Wales within 7 days of a request by the shipowners or their lawyers to do so;
- d) that any period of prescription, whether provided by statute law, contract or otherwise, shall commence to run from the date upon which the general average adjustment is issued;
- e) that this bond 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 bond to the average adjusters by email constitutes good delivery to the owners and other parties to the adventure who wish to enforce this bond;
- f) that the standard form of Non-Separation Agreement including the “Bigham Clause” is to apply in respect of cargo forwarded to destination in another vessel(s) (relevant wording can be found on our website).

Owner of goods:

Address:

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Tel no: E-mail:

Signature: Date:

Name of authorised signatory:

Average adjusters are: Richards Hogg Lindley

Richards Hogg Lindley
4th Floor, Royal Liver Building,
Pier Head, Liverpool
L3 1JH
T: +44 151 227 2175
F: +44 151 227 2179
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