

Guarantee arrangements

IX5U

Block Guarantee* to the RPA

Euro

Name, address and member state of Applicant

Trader registration no.

Companies House registration no. (if applicable)

Name and office address of Guarantor

Maximum amount of guarantee to be paid to the RPA in euro

Amount in figures

Amount in words

Signature

Name (BLOCK CAPS)

Status

Date

Duly authorised officer of Guarantor

for and on behalf of: Name of Guarantor (official stamp)

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WHEREAS obligations of a type referred to in the schedule ("the obligations") [are already imposed and/or]¹ are to be imposed upon the Applicant and in that connection a security is required.

Now therefore:

- In connection with the obligations the Guarantor hereby guarantees and undertakes unconditionally to pay the Rural Payments Agency (RPA) of Kings House, Kings Road, Reading, Berkshire, RG1 3BU on first demand by RPA in writing at the Guarantor's address any sum up to but not exceeding the amount referred to in Clause 4 below which is equal to any and all monies payable to RPA if any of the obligations imposed on "the Applicant" are not met.
- Any demand of RPA shall include a statement that it has declared forfeit all or part of the security guaranteeing fulfilment of the particular obligation to which the demand relates.
- The Guarantor and the Applicant shall be jointly and severally liable to pay the sum within 30 days of RPA's demand upon the Guarantor.
- The Guarantor's aggregate liability under this guarantee shall not exceed the amount stated opposite or such greater sums as the Guarantor may from time to time notify RPA in writing. The Guarantor's aggregate liability under this guarantee may be reduced only with RPA's prior written agreement.
- Where a cash sum has been lodged with RPA in connection with the obligations ("the deposit") and RPA demands payment of the sum in accordance with Clause 1, the Guarantor shall be bound to pay the sum only to the extent that the sum has not been discharged out of the deposit.
- The Guarantor's liability shall not be discharged, reduced or otherwise affected by any time or other indulgence granted by RPA to the Applicant in connection with the payment of the sum or the fulfilment of any obligation or requirement.
- ¹ This guarantee shall not replace or prejudice any existing guarantees given by the Guarantor to RPA in respect of payments due in connection with obligations imposed upon the Applicant.
- ¹ This guarantee replaces (an) existing guarantee(s) in respect of obligations already imposed upon the applicant. [This guarantee also applies to payments due in connection with obligations to be imposed upon the Applicant.]
- This guarantee is for an unlimited period, but may be revoked in accordance with the provision of this clause at any time by the Guarantor by written notice served on RPA at the above address. If a notice is served, this guarantee shall continue in force in relation to obligations imposed upon the applicant up to the end of the seventh day following the day RPA receives notice, and the Guarantor shall be bound to make payment in accordance with the provisions of this guarantee, even if the relevant security is declared forfeit or the demand for payment is made after the expiry of this seven day period.
- The Guarantor undertakes to notify RPA in writing of any change of address within 14 days of any such change occurring.

¹ Please delete inapplicable items: If this guarantee is an addition to existing guarantee(s), please delete [are already imposed and/or] in first paragraph and clause 7b. If this guarantee is a replacement for (an) existing guarantee(s) please delete clause 7a.

* A block security within the meaning of Article 3 of Commission Regulation (EEC) no 2220/85

SCHEDULE

TYPES OF OBLIGATION REFERRED TO IN THE PREAMBLE

Obligations fulfilment of which is required to be guaranteed by a security under the provisions of any EC Regulation –

- i. establishing a common organisation of the market in any agricultural or fishery product, including any product processed from an agricultural or fishery product;
- ii. adopted in implementation of a Regulation referred to in (i) above;
- iii. adopted in connection with measures to promote and market quality beef and veal;
- iv. adopted in connection with promoting consumption in the community and expanding the market for milk and milk products;
- v. adopted in connection with the system of aid for cotton;

and shall include, without prejudice to the generality of the foregoing obligations in respect of –

- a. import and export licences and advance fixing certificates;
- b. the pre-financing of export refunds and other payments granted to traders on export, including monetary compensatory amounts;
- c. the purchase of products from intervention stocks, their export and their import to specified destinations;
- d. the processing of products, including products purchased from intervention stocks;
- e. the denaturing of products;
- f. production aids;
- g. aids for private storage;
- h. advance payment of any refund, grant, premium, aid or other amount;
- i. any obligations for which securities may be provided in accordance with Commission Regulation (EEC) No. 2220/85 (as amended) including the payment of any interest;
- j. any sanction and/or interest of the nature set out in Commission Regulation (EEC) No. 3665/87 (as amended);
- k. any tender in respect of which a guarantee may be provided as security which is submitted to the Intervention Board for Agricultural Produce (following a notification of any intention to tender in circumstances arising under (i) (ii) or (iii) above.

BUT NOT the repayment ("clawback") of premiums granted under the Beef and Sheep Variable Premium Schemes.