

A Customer's Guide to Securities and Guarantees



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Introduction

The Rural Payments Agency operates many of the European Community schemes to regulate the market in agricultural products. Participants in these schemes are frequently required to lodge securities with us. The purpose of the security is to act as a guarantee to make sure that the obligations imposed by the schemes are properly fulfilled.

The rules applying to the operation of securities are set out in Commission Regulation (EEC) 2220/85 as amended, and in specific scheme regulations. This guide explains the general rules and requirements for lodging a security with us, and should be read in conjunction with individual scheme guides and the relevant scheme regulations.

Types of security

There are three types of security:

- Block Guarantee (Section 1)
- Single Transaction Guarantee (Section 2)
- Cash/Cheque Security (Section 3)

If your security is provided by a guarantor (e.g. a bank or insurance company) the guarantor must be on the Rural Payments Agency (RPA) list of approved guarantors. To be approved by RPA the guarantor must first be listed on the Financial Services Authority register (www.fsa.gov.uk/register). They can then apply to RPA Guarantees Section for approval.

Any potential Guarantor who wishes to become approved should send an application in writing, with a copy of their latest annual report to:

The Guarantees Section
Rural Payments Agency
PO Box 69
Reading, RG1 3YD.

The guarantee must be provided on the appropriate RPA form. See Sections 1 and 2 for details of types of guarantee. If your application is urgent your guarantor can fax it to us. Please ensure they fax a copy of *both* sides of the form.

It is the guarantor's responsibility to send updated signatory panels as necessary to ensure that new guarantees can be accepted without delay.

For further information and forms please contact the Guarantees Section 0118 953 1863.

See section 7:
Faxed guarantees.

Section 1 **Block Guarantees (BGs)**

- 1.1 BGs work in a similar way to bank accounts. When you enter into obligations, the available balance is reduced by the appropriate amount. When the relevant RPA commodity section receives satisfactory proof that all or part of your obligation has been met they will credit back the appropriate amount of security to your BG account to reflect the reduced liability.
- 1.2 BGs may be set up in two ways. The usual way is for your approved guarantor to provide a paper BG. This must be sent to RPA Guarantees Section using the correct guarantee form – IX5s (Sterling) or IX5u (Euro) (see appendix 2 and 3). The Guarantees Section can advise whether a Guarantor is approved. These guarantees are for an unlimited period but can be cancelled by the guarantor in writing. They can cover any number of transactions up to the maximum sum guaranteed. If you regularly need to provide guarantees to take part in our schemes, BGs are the most convenient method of ensuring that a guarantee is in place when required.

A BG can also be set up by your sending RPA a sum of money of sufficient value to cover your expected liabilities and telling RPA Guarantees Section in writing that the money is on its way and is to be used as a cash block guarantee. Tell us by:

- letter:
The Guarantees Section
Rural Payments Agency
PO Box 69, Reading, RG1 3YD
- fax:
0118 956 8748
- e-mail
Block.GuaranteesRdg@rpa.gsi.gov.uk

Calculation of guarantee levels and monitoring of accounts

- 1.3 You are responsible for making sure that you always have enough security to cover all your transactions. You can check that you have sufficient balance by requesting a trader statement. This is dated and shows outstanding liabilities up to the working day before your request. Or you can call the Guarantees Section on 0118 953 1863 for an up-to-date balance. But please be aware that the balance can change at any time, as liabilities can be applied moments after your enquiry.
- 1.4 A security request from an RPA commodity section cannot be processed if there is not enough security in your account to cover the intended transaction. If this is the case you will need to lodge an additional security before we can process the request. It will not be processed until there is enough security in your account.
- 1.5 We aim to enter liabilities and credits on to your block guarantee account within one working day of receiving the instruction from an RPA commodity section.
- 1.6 You will be sent automatically a monthly statement of your account detailing all liabilities and the credits applied against them. It will also list the outstanding balance of each liability.

If you have any questions regarding individual transactions, please contact the relevant commodity section.

Variations in the total level of guarantee

1.7 Increased levels

You can increase your BG level by:

- asking your guarantor to send us a completed form, IX5s or IX5u, for the extra cover you need; or
- asking your guarantor to send us a completed form, IX5s or IX5u, to replace your existing guarantee with one to cover the total amount of guarantee you need; or
- sending us an additional cash or cheque security (a Cash BG).

See Section 5: Replacement Guarantees.

1.8 Decreased levels

You can reduce your BG level by:

- asking your guarantor to cancel individual guarantees to reduce the total lodged with us, or
- asking your guarantor to send us a replacement guarantee on form IX5s or IX5u for the reduced amount, or
- asking us in writing to refund all or part of a Cash BG.

We will not release any guarantees unless the reduced level covers all your outstanding transactions, obligations and liabilities.

Cancellation and release of BGs

- 1.9 You can cancel a cash block guarantee by sending a written request to the Guarantees Section. A block guarantee that was provided on form IX5s or IX5u can be cancelled when the guarantor sends in a written request. Once notification of cancellation has been received we will check to see if you have any outstanding liabilities.
- 1.10 If there are no outstanding liabilities the guarantee can be returned to the guarantor straight away, or in the case of a cash block guarantee the cash will be returned to you. If there are any outstanding liabilities we will check to see if they could be transferred to another guarantee. If this is not possible then we will disable the guarantee you wish to cancel so that no more liabilities can be added to it. The guarantee will then be checked each day until sufficient credit has been applied to it to clear all outstanding liabilities. The guarantee (or the cash) will then be returned as soon as possible.

Section 2

Single Transaction Guarantees (STGs)

- 2.1 STGs are used to secure specific individual transactions. If an STG is required the guarantor must send it to RPA Guarantees Section in writing using the appropriate RPA guarantee form (IX6s or IX6u – see appendix 4 or 5). Only the correct form is acceptable.

An STG will automatically be returned to the Guarantor as quickly as possible once you have provided satisfactory proof that all the obligations have been met or you have provided another guarantee to replace the original STG.

- 2.2 The STG must be of sufficient value to cover the expected obligation, including any penalty premium required by the scheme regulation. For example, the Regulation may require a security equal to 'the value of the goods plus 10%'.

If it becomes clear that the STG is not sufficient after your Guarantor has sent it to us, there are two ways to correct this. You will have either to replace the STG with one for the full amount or provide an additional guarantee for the extra amount.

See appendix 4 and 5 for a sample of the form IX6.

If you have any questions about the value of your STG, please contact the relevant commodity section.

If you have any other questions about the value of your STG, please contact the Guarantees Section 0118 953 1863.

Reduction in the value of an STG

- 2.3 The value of an STG may be reduced in certain circumstances. You may wish to do this, for example, if part of your original obligation has been satisfactorily completed. The relevant commodity section will be able to advise if it is appropriate to reduce an STG, which you can then do by asking your Guarantor to send us a replacement guarantee, using a form IX6s or IX6u for the revised amount to replace the original STG.

See Section 5 – Replacement Guarantees

We will make sure the reduced level is enough to cover all outstanding obligations and liabilities before releasing any guarantees.

Section 3

Cash and cheque securities

3.1 You can secure any type of transaction with a cash or cheque security. You can also provide a Block Guarantee by cash or cheque.

3.2 Article 14(2) of Commission Regulation (EEC) 2220/85, states that the competent authority [RPA] must be satisfied that it has the money at its disposal. This means that we have to know that a cheque has been honoured by the bank before the security can be used. Therefore cheques must be lodged at least 10 days before the security is needed.

3.3 Alternatively, you can provide security by:

- Banker's draft
- Direct bank transfer
- Building Society cheque
- Cash

3.4 The cash security can be released as soon as the RPA commodity section has received proof that an obligation (or part obligation) has been met. A released cash security will normally be repaid to you but if you have an outstanding debt to RPA, the amount released may be used to reduce or clear that debt. If we use a released cash security to reduce or clear an outstanding debt, you will receive a statement of account from RPA Accounts Receivable showing how the money has been set against one or more invoices.

Block Guarantees (BGs) can be more convenient than providing cash or cheque securities.

- A BG provided by a Guarantor can be used immediately.
- A BG could save you money by avoiding the need to transfer small amounts.
- Your security is available to use again immediately after it has been credited to your BG account.

Please note

- For Stirling direct bank transfers our account details are:
Citi Bank,
■ Sort code 08-33-00
Account no. 12545179
- For Euro direct bank transfers our account details are:
Citi Bank,
■ Sort code 08-33-00
Account no. 12545209
- If you send a company or personal cheque, it will be 10 days after receipt before it can be used as security. (See paragraph 3.2)

If you need further details please telephone the Guarantees Section on 0118 953 1863

Section 4 How to use a guarantor

- 4.1 Choose an approved Guarantor.
- 4.2 Choose the type of guarantee you need. If you do not have the appropriate form, the Guarantees Section will post one to you or to your guarantor. The form can also be e-mailed as a pdf.
The forms are:
 - Block Guarantees – Form IX5s (sterling) IX5u (euro)
 - Single Transaction Guarantees – Form IX6s (sterling) IX6u (euro)
- 4.3 Your Guarantor must complete and return the form to us. In urgent circumstances your Guarantor can fax the form to us. See Section 7 – Faxed Guarantees.
- 4.4 Once we have received your guarantee form and checked it for completeness, we will send a letter to you and the guarantor confirming that the guarantee has been accepted.
- 4.5 You can then use the security up to its maximum limit to take part in schemes run by RPA or, in some circumstances, by other Agencies of Defra.

You can check with us to confirm that the Guarantor is approved. Please telephone the Guarantees Section on 0118 953 1863

We will only accept a guarantee if it is sent to us on the current version of one of our own standard forms or as cash or a cheque

Appendix 1 contains a diagram of how guarantees operate. You may find this useful as a quick reference guide.

Section 5 Replacement guarantees

- 5.1 If you wish to replace a guarantee, your guarantor must send the new guarantee form with written instructions, stating clearly which guarantee is to be replaced
- 5.2 If your guarantor sends us a replacement RPA guarantee form (either for an increased or decreased sum), which is intended to cover all outstanding transactions, obligations and liabilities, he must not delete the phrase "are already imposed or" on the RPA guarantee form.

If this phrase is deleted the new guarantee will not cover earlier liabilities. In this case the old guarantee will not be returned until all outstanding transactions, obligations and liabilities secured by it have been cleared or secured by another guarantee.

Section 6

Change of guarantor

- 6.1 A guarantor can be changed. The new guarantor must also be approved by RPA. Paragraph 3 of the Introduction explains the procedure if they are not already approved. Once approved, the new guarantor must send in a new guarantee. The old guarantor can then ask in writing for his guarantee to be cancelled and returned. If there are any outstanding liabilities on the old guarantee it cannot be cancelled until the new guarantee is in place. The new guarantee must state specifically that it covers earlier liabilities (see Section 5 for how to do this).

If your new guarantee does not secure all outstanding transactions, obligations and liabilities, your old guarantees will remain in place until they are cleared. Otherwise, we will return replaced guarantees without delay.

See section 5 – Replacement guarantees

Section 7 Faxed guarantees

- 7.1 In urgent circumstances, a faxed guarantee form from an approved guarantor will be accepted. Please ensure they fax a copy of *both* sides of the form.

Fax no.
0118 956 8748

However, we must receive the original signed guarantee form no later than 10 days after the day of receipt of the fax. If we do not receive it, the faxed guarantee will automatically be cancelled. The Guarantor will be liable for transactions secured by the faxed guarantee during the period between receipt of the fax and cancellation of the guarantee.

Section 8

Forfeiting security and invoking a guarantee

- 8.1 If you fail to fulfil an obligation, the appropriate amount of security will be forfeited and an invoice specifying the forfeited amount will be sent to you. If payment is not received by the due date of the invoice, your Guarantor will have to pay the forfeited amount. We will then reduce the total amount of your BG security accordingly, unless your Guarantor asks us in writing to restore it to its original value.
- 8.2 If your security was paid in cash or by cheque and you fail to meet an obligation, the relevant amount of security will be automatically forfeited. If we do this we will write to you and let you know.
- 8.3 Commission Regulation (EEC) 2220/85 as amended provides that in certain circumstances interest must be charged on the forfeited amount. These circumstances are where:
- there is an appeal to the Courts against the decision to forfeit;
 - that appeal results in the postponement of the decision to forfeit;
 - the appeal is unsuccessful.

Interest will be charged from 30 days after the day following the issue of our original invoice until the day before we receive payment.

Section 9

Change of trader name or ownership etc

9.1 If any of the details recorded on your Block Guarantee change, including any change of name or company ownership, it may be possible to continue using guarantees already lodged with us. However, we will only allow this if:

- we are satisfied that there has been no change in the legal identity of the company; and
- we have received written confirmation from the relevant Guarantors, on Form IX8 (appendix 7) that they consider their guarantees to be unaffected by the change.

9.2 You must contact the Guarantees Section to see if you can continue using your existing guarantees as soon as you know that a change of name or ownership, for instance, is to take place.

You must always tell RPA Customer Registration Section in Newcastle when a change of name, ownership or address takes place. Tel 0845 603 7777.

You must always tell RPA Customer Registration Section in Newcastle when a change of name, ownership or address takes place. Please telephone 0845 603 7777.

Please telephone the Guarantees Section on 0118 953 1863.

Section 10 Use of a guarantee by more than one trader

10.1 In certain circumstances, we can allow your Block Guarantee facility to be used by more than one registered trader, if you request it.

Before you can use this facility you must make sure of the following points.

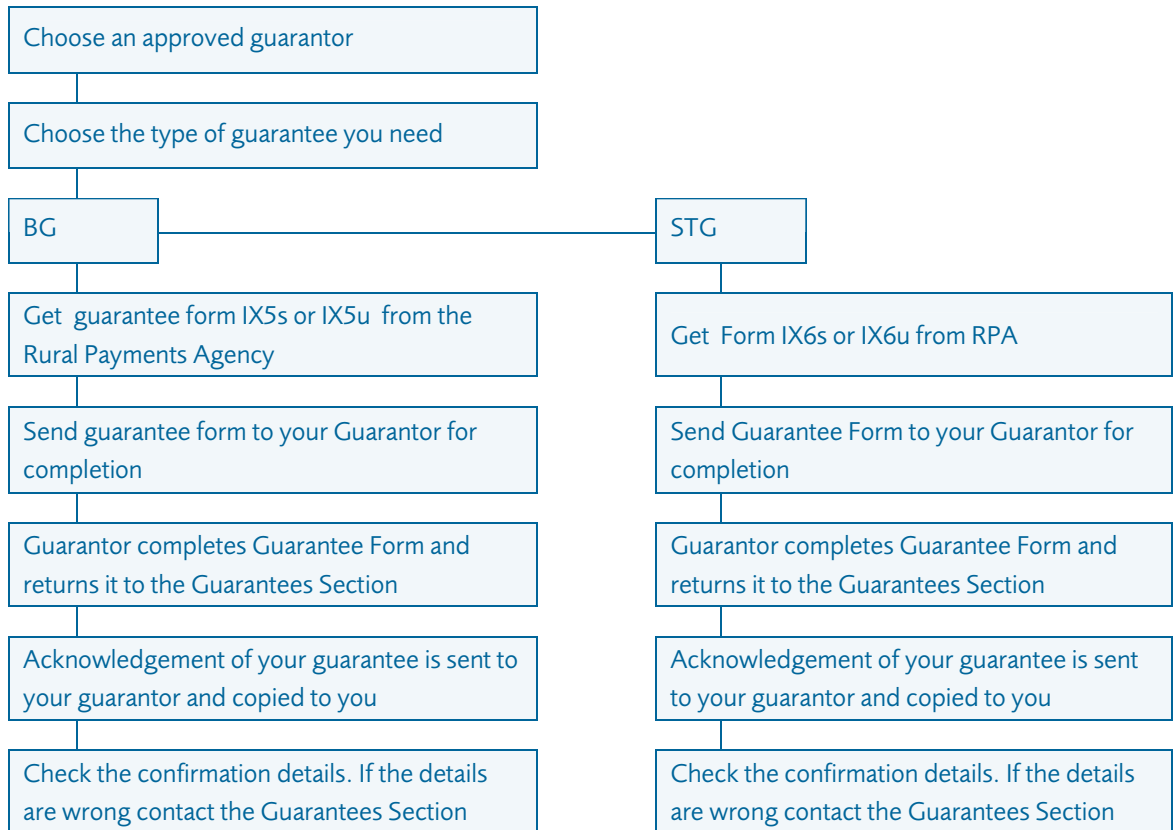
- We hold a current guarantee in your customer name.
- You and all other customers who you wish to use your guarantee are registered with RPA.
- All of your guarantors (you may have more than one) have sent us written confirmation of their agreement to the use of your guarantee facility by someone else. They must do this in writing using RPA form IX7 (see appendix 6).

Please note that guarantors will need to specify on form IX7 *all* of the current guarantees they have provided for you. They must note for each guarantee, the date of issue, the currency and value, and the guarantor's own reference number. We can accept details of more than one guarantee on a single form.

Appendices

Appendix 1 Diagram of guarantee procedures for BG and STG.

Cash/Cheque securities are not included in this diagram but are explained in Section 3 of this leaflet.



Appendix 2 Block Guarantee* to the RPA (sterling)



Guarantee arrangements	IX5S
Block Guarantee* to the RPA	Sterling
<p>Name, address and member state of Applicant</p> <div style="border: 1px solid black; height: 60px; margin-bottom: 10px;"></div> <p>Trader registration number <input style="width: 100px;" type="text"/></p> <p>Companies House registration no. (if applicable) <input style="width: 100px;" type="text"/></p> <p>Name and office address of Guarantor</p> <div style="border: 1px solid black; height: 60px; margin-bottom: 10px;"></div> <p>Maximum amount of guarantee to be paid to the RPA in pounds</p> <p>Amount in figures <input style="width: 100px;" type="text"/> £</p> <p>Amount in words <input style="width: 100px;" type="text"/></p> <div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;">Signature</div> <div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;">Name (BLOCK CAPS)</div> <div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;">Status</div> <div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;">Date</div> <p>Duly authorised officer of Guarantor</p> <p>for and on behalf of: Name of Guarantor (official stamp)</p> <div style="border: 1px solid black; height: 60px; margin-top: 10px;"></div>	<p>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:</p> <ol style="list-style-type: none"> 1 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. 2 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. 3 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. 4 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. 5 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. 6 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. 7A¹ 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. 7B¹ 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.] 8 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. 9 The Guarantor undertakes to notify RPA in writing of any change of address within 14 days of any such change occurring. <p>Notes</p> <ol style="list-style-type: none"> 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. <p>* A block security within the meaning of Article 3 of Commission Regulation (EEC) no 2220/85</p> <p>Please see the data protection notice on the reverse.</p>

Rural Payments Agency PO Box 69 Reading RG1 3YD. Tel 0118 953 1723. Fax 0118 956 8748.

The Rural Payments Agency is an Executive Agency of the Department for Environment, Food and Rural Affairs (Defra).

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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 Rural Payments Agency (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.

Data Protection Act

We will protect any personal information we receive in line with the Data Protection Act 1998. We will use the information mainly to support the application it is for. We may also use the information, in line with the Data Protection Act, for other purposes connected with:

- managing the Common Agricultural Policy, England Rural Development Programme (ERDP) and other aid schemes;
- producing food and food safety;
- land management and other environmental controls;
- animal health and welfare; and
- occupational health and welfare.

When we have to we may pass information to other organisations such as:

- Customs and Excise, for import or export purposes; or
- local authorities, for milk or health purposes.

We may also use the information we collect in connection with the Agricultural Census to produce statistics that do not identify people. We may also use the information when we must keep to the Environmental Information Regulations, the Code of Practice on Access to Government Information, and the Freedom of Information Act.

Appendix 3 Block Guarantee* to the RPA (euro)



Guarantee arrangements	IX5U
Block Guarantee* to the RPA	Euro

<p>Name, address and member state of Applicant</p> <div style="border: 1px solid black; height: 60px; margin-bottom: 5px;"></div> <p>Trader registration number </p> <p>Companies House registration no. (if applicable) </p> <p>Name and office address of Guarantor</p> <div style="border: 1px solid black; height: 60px; margin-bottom: 5px;"></div> <p>Maximum amount of guarantee to be paid to the RPA in euro</p> <p>Amount in figures €</p> <p>Amount in words </p> <div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;"> <p>Signature _____</p> <p>Name (BLOCK CAPS) _____</p> <p>Status _____</p> <p>Date _____</p> </div> <p>Duly authorised officer of Guarantor</p> <p>for and on behalf of: Name of Guarantor (official stamp)</p> <div style="border: 1px solid black; height: 60px; margin-top: 5px;"></div>	<p>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.</p> <p>Now therefore:</p> <ol style="list-style-type: none"> 1 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. 2 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. 3 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. 4 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. 5 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. 6 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. 7A* 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. 7B* 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.] 8 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. 9 The Guarantor undertakes to notify RPA in writing of any change of address within 14 days of any such change occurring. <hr/> <p>Note</p> <ol style="list-style-type: none"> 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. <p>* A block security within the meaning of Article 3 of Commission Regulation (EEC) no 2220/85</p> <hr/> <p>Please see the data protection notice on the reverse.</p>
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Schedule

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- 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 Rural Payments Agency (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.

Data Protection Act

We will protect any personal information we receive in line with the Data Protection Act 1998. We will use the information mainly to support the application it is for. We may also use the information, in line with the Data Protection Act, for other purposes connected with:

- managing the Common Agricultural Policy, England Rural Development Programme (ERDP) and other aid schemes;
- producing food and food safety;
- land management and other environmental controls;
- animal health and welfare; and
- occupational health and welfare.

When we have to we may pass information to other organisations such as:

- Customs and Excise, for import or export purposes; or
- local authorities, for milk or health purposes.

We may also use the information we collect in connection with the Agricultural Census to produce statistics that do not identify people. We may also use the information when we must keep to the Environmental Information Regulations, the Code of Practice on Access to Government Information, and the Freedom of Information Act.

Appendix 4 Single Transaction Guarantee* to the RPA (sterling)



Guarantee arrangements		IX6S
Single Transaction Guarantee* to the RPA		Sterling
<p>Name, address and member state of applicant</p> <div style="border: 1px solid black; height: 80px; margin-bottom: 5px;"></div> <p>Trader registration number <input style="width: 40px;" type="text"/></p> <p>Companies House registration no. (if applicable) <input style="width: 100px;" type="text"/></p> <p>Name and office address of Guarantor</p> <div style="border: 1px solid black; height: 80px; margin-bottom: 5px;"></div> <p>The Guarantor's aggregate liability under this guarantee shall not exceed:</p> <p>Amount in figures £ <input style="width: 100px;" type="text"/></p> <p>Amount in words <input style="width: 100px;" type="text"/></p> <p>Duly authorised officer of Guarantor</p> <p>Signature <input style="width: 100%; border: none;" type="text"/></p> <p>Name (BLOCK CAPS) <input style="width: 100%; border: none;" type="text"/></p> <p>Status <input style="width: 100%; border: none;" type="text"/></p> <p>Date <input style="width: 100%; border: none;" type="text"/></p> <p>Guarantor's official stamp</p> <div style="border: 1px solid black; height: 60px; margin-top: 5px;"></div>	<p>Whereas obligations of the type referred to in the schedule ("the obligations") [are already imposed or] ¹ are to be imposed upon the applicant and in that connection a security is required.</p> <p>Now therefore:</p> <ol style="list-style-type: none"> 1 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. 2 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. 3 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. 4 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. 5 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. 6 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. 7 The Guarantor undertakes to notify RPA in writing of any change of address within 14 days of any such change occurring. <p>Notes</p> <ol style="list-style-type: none"> 1 The words in square brackets are for use where the guarantee is to replace an existing guarantee or cash deposit. In other cases they should be deleted. * A security within the meaning of Article 3 of Commission Regulation (EEC) no 2220/85 (as amended). <p>Please see the data protection notice on the reverse.</p>	

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fdgs6 ver 5.1 Feb 2005

Schedule

Types of obligation referred to in the preamble

- 1 The obligation(s), fulfilment of which is required to be guaranteed by a security under the provisions of the relevant EC Regulation if the application described below is accepted.

Date of application	<input type="text"/>	Serial no. of application, if known	<input type="text"/>
Scheme	<input type="text"/>		
Nature of transaction	<input type="text"/>		

Particulars of goods involved

Commodity (CN code of transactions – import or export)	<input type="text"/>
Quantity	<input type="text"/>

- 2 Any obligation by the Applicant to make payment to the Rural Payments Agency arising from the Applicant's conduct in respect of the scheme described at paragraph 1 including but not limited to the payment of any interest under Article 29(3) of Commission Regulation (EEC) 2220/85 (as amended) or any sanction and/or interest under Article 11(3) of Commission Regulation (EEC) 3665/87 (as amended).

Data Protection Act

We will protect any personal information we receive in line with the Data Protection Act 1998. We will use the information mainly to support the application it is for. We may also use the information, in line with the Data Protection Act, for other purposes connected with:

- managing the Common Agricultural Policy, England Rural Development Programme (ERDP) and other aid schemes;
- producing food and food safety;
- land management and other environmental controls;
- animal health and welfare; and
- occupational health and welfare.

When we have to we may pass information to other organisations such as:

- Customs and Excise, for import or export purposes; or
- local authorities, for milk or health purposes.

We may also use the information we collect in connection with the Agricultural Census to produce statistics that do not identify people. We may also use the information when we must keep to the Environmental Information Regulations, the Code of Practice on Access to Government Information, and the Freedom of Information Act.

Appendix 5 Single Transaction Guarantee* to the RPA (euro)



Guarantee arrangements	IX6U
Single Transaction Guarantee* to the RPA	Euro

<p>Name, address and member state of Applicant</p> <div style="border: 1px solid black; height: 60px; margin-bottom: 5px;"></div> <p>Trader registration no. <input style="width: 100px;" type="text"/></p> <p>Companies House registration no. <input style="width: 100px;" type="text"/> <i>(if applicable)</i></p> <p>Name and office address of Guarantor</p> <div style="border: 1px solid black; height: 60px; margin-bottom: 5px;"></div> <p>The Guarantor's aggregate liability under this guarantee shall not exceed:</p> <p>Amount in figures <input style="width: 100px;" type="text"/> €</p> <p>Amount in words <input style="width: 100px;" type="text"/></p> <p>Duly authorised officer of Guarantor</p> <div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;"> <p>Signature _____</p> <p>Name (BLOCK CAPS) _____</p> <p>Status _____</p> <p>Date _____</p> </div> <p>Guarantor's official stamp</p> <div style="border: 1px solid black; height: 60px; margin-top: 5px;"></div>	<p>Whereas obligations of the type referred to in the schedule ("the obligations") [are already imposed or] ' are to be imposed upon the applicant and in that connection a security is required.</p> <p>Now therefore:</p> <ol style="list-style-type: none"> 1 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. 2 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. 3 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. 4 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. 5 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. 6 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. 7 The Guarantor undertakes to notify RPA in writing of any change of address within 14 days of any such change occurring. <hr/> <p>Notes</p> <ol style="list-style-type: none"> 1 The words in square brackets are for use where the guarantee is to replace an existing guarantee or cash deposit. In other cases they should be deleted. <p>* A security within the meaning of Article 3 of Commission Regulation (EEC) no 2220/85 (as amended).</p> <hr/> <p>Please see the data protection notice on the reverse.</p>
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Schedule

Types of obligation referred to in the preamble

- 1 The obligation(s), fulfilment of which is required to be guaranteed by a security under the provisions of the relevant EC Regulation if the application described below is accepted.

Date of application

Serial no. of application, if known

Scheme

Nature of transaction

Particulars of goods involved

Commodity (CN code of transactions – import or export)

Quantity

- 2 Any obligation by the Applicant to make payment to the Rural Payments Agency arising from the Applicant's conduct in respect of the scheme described at paragraph 1 including but not limited to the payment of any interest under Article 29(3) of Commission Regulation (EEC) 2220/85 (as amended) or any sanction and/or interest under Article 11(3) of Commission Regulation (EEC) 3665/87 (as amended).

Data Protection Act

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- managing the Common Agricultural Policy, England Rural Development Programme (ERDP) and other aid schemes;
- producing food and food safety;
- land management and other environmental controls;
- animal health and welfare; and
- occupational health and welfare.

When we have to we may pass information to other organisations such as:

- Customs and Excise, for import or export purposes; or
- local authorities, for milk or health purposes.

We may also use the information we collect in connection with the Agricultural Census to produce statistics that do not identify people. We may also use the information when we must keep to the Environmental Information Regulations, the Code of Practice on Access to Government Information, and the Freedom of Information Act.

Appendix 6 Use of block guarantee by more than one trader



Guarantee arrangements **IX7**

Use of block guarantee by more than one trader

Data Protection Act

We will protect any personal information we receive in line with the Data Protection Act 1998. We will use the information mainly to support the application it is for. We may also use the information, in line with the Data Protection Act, for other purposes connected with:

- managing the Common Agricultural Policy, England Rural Development Programme (ERDP) and other aid schemes;
- producing food and food safety;
- land management and other environmental controls;
- animal health and welfare; and
- occupational health and welfare.

When we have to we may pass information to other organisations such as:

- Customs and Excise, for import or export purposes; or
- local authorities, for milk or health purposes.

We may also use the information we collect in connection with the Agricultural Census to produce statistics that do not identify people. We may also use the information when we must keep to the Environmental Information Regulations, the Code of Practice on Access to Government Information, and the Freedom of Information Act.

<p>Name and address of principal applicant, including trading name</p> <p style="text-align: right;">Post code</p>	<p>Trader Registration No. <input style="width: 50px;" type="text"/></p> <p>Companies House Registration No. (if applicable) <input style="width: 150px;" type="text"/></p> <p>Please tick sterling <input type="checkbox"/> euro <input type="checkbox"/></p>
<p>Status: sole proprietor <input type="checkbox"/> partnership <input type="checkbox"/> company <input type="checkbox"/> trust <input type="checkbox"/> <i>If other, please specify:</i></p>	

Guarantee details:

Reference No.	Date	Amount

Additional applicants to be added

<p>Name and address of additional applicant, including trading name</p> <p style="text-align: right;">Post code</p>	<p>Name and address of additional applicant, including trading name</p> <p style="text-align: right;">Post code</p>
<p>Status: sole proprietor <input type="checkbox"/> partnership <input type="checkbox"/> company <input type="checkbox"/> trust <input type="checkbox"/> <i>If other, please specify:</i></p>	
<p>Trader Registration No. <input style="width: 50px;" type="text"/></p> <p>Companies House Registration No. (if applicable) <input style="width: 150px;" type="text"/></p>	<p>Trader Registration No. <input style="width: 50px;" type="text"/></p> <p>Companies House Registration No. (if applicable) <input style="width: 150px;" type="text"/></p>

Additional applicants to be added					
<p>Name and address of additional applicant, including trading name</p> <p style="text-align: right;">Post code</p>	<p>Name and address of additional applicant, including trading name</p> <p style="text-align: right;">Post code</p>				
<p>Status: sole proprietor <input type="checkbox"/> partnership <input type="checkbox"/> company <input type="checkbox"/> trust <input type="checkbox"/> <i>If other, please specify:</i></p>	<p>Status: sole proprietor <input type="checkbox"/> partnership <input type="checkbox"/> company <input type="checkbox"/> trust <input type="checkbox"/> <i>If other, please specify:</i></p>				
<p>Trader Registration number <input style="width: 40px;" type="text"/></p>	<p>Trader Registration number <input style="width: 40px;" type="text"/></p>				
<p>Companies House Registration No. <input style="width: 100px;" type="text"/> <i>(if applicable)</i></p>	<p>Companies House Registration No. <input style="width: 100px;" type="text"/> <i>(if applicable)</i></p>				
<p>Name and address of additional applicant, including trading name</p> <p style="text-align: right;">Post code</p>	<p>Name and address of additional applicant, including trading name</p> <p style="text-align: right;">Post code</p>				
<p>Status: sole proprietor <input type="checkbox"/> partnership <input type="checkbox"/> company <input type="checkbox"/> trust <input type="checkbox"/> <i>If other, please specify:</i></p>	<p>Status: sole proprietor <input type="checkbox"/> partnership <input type="checkbox"/> company <input type="checkbox"/> trust <input type="checkbox"/> <i>If other, please specify:</i></p>				
<p>Trader Registration number <input style="width: 40px;" type="text"/></p>	<p>Trader Registration number <input style="width: 40px;" type="text"/></p>				
<p>Companies House Registration No. <input style="width: 100px;" type="text"/> <i>(if applicable)</i></p>	<p>Companies House Registration No. <input style="width: 100px;" type="text"/> <i>(if applicable)</i></p>				
<p>Declaration</p> <p>The Guarantor confirms that the guarantees listed overleaf</p> <ul style="list-style-type: none"> • were given to the Rural Payments Agency in respect of the principal applicant's obligations; • can now be used by the additional applicants named; • will apply in full in relation to the obligations referred to in the guarantees detailed overleaf; • will apply in full in relation to obligations to be imposed on the additional applicants named; • will not be used for obligations if the total liability is more than the sum set out in clause 4 of the guarantees detailed overleaf. 					
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 5px;">Guarantor's signature</td> </tr> <tr> <td style="padding: 5px;">Name <small>(BLOCK CAPITALS)</small></td> </tr> <tr> <td style="padding: 5px;">Position</td> </tr> <tr> <td style="padding: 5px;">Date</td> </tr> </table>	Guarantor's signature	Name <small>(BLOCK CAPITALS)</small>	Position	Date
Guarantor's signature					
Name <small>(BLOCK CAPITALS)</small>					
Position					
Date					
<p>Name and address of Guarantor</p> 	<p>Guarantor's Stamp</p> 				

Data Protection Act

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- producing food and food safety;
- land management and other environmental controls;
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