

Guarantee arrangements

IX6U

Single Transaction Guarantee* to the RPA

Euro

Name, address & member state of Applicant

Trader registration no.

Companies House registration no.
(if applicable)

Name and office address of Guarantor

The Guarantor's aggregate liability under this guarantee shall not exceed:

Amount in figures

€

Amount in words

Duly authorised officer of Guarantor

Signature

Name (BLOCK CAPS)

Status

Date

Guarantor's official stamp

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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.

Now therefore:

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

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).

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 RPA 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)