



*Agib Bank Ltd*

**Guarantee form**

*(Name and address) 1. I.....*

*Of.....*

*In consideration of your granting or continuing Banking accommodation at my request to:*

*(Name(s) and Address(es) of customer(s)*

*.....  
(hereinafter called "the Customer"), hereby guarantee payment to you, your successors and assigns on demand of all sums which now are or at any time or times hereafter may become due or owing or may be accruing or becoming due to you by the Customer(s) either alone or jointly with any person or persons on any account or in respect of any liability whatsoever and whether in the character of principal debtor guarantor or surety or otherwise howsoever together with mark-up on all such sums to the date of payment and all other usual Banking charges and all costs and expenses.*

*And I agree to pay to you a penalty charge at ten per cent per annum on all sums due from me hereunder from the date of discontinuance of this Guarantee by me or demand by you until payment,*

*Provided that the total amount recoverable from me hereafter is limited (Amount in words) to the principal sum of GMD..... with mark-up thereon as aforesaid*

*2. This Guarantee shall extend to cover*

*(a) in the case of the death, bankruptcy or liquidation of the Customer(s) all sums which would have been owing to you by the Customer(s) if such death had occurred or such bankruptcy or liquidation had commenced at the time when you received actual notice thereof and notwithstanding such death, bankruptcy or liquidation*

*(b) all money obtained from or liabilities incurred to you notwithstanding that the borrowing or the incurring of such liabilities may be invalid or in excess of the powers of the*

*Customer(s) or of any Director, Attorney, Agent or other person purporting to borrow or act on behalf of the Customer(s) and notwithstanding any other irregularity in the borrowing or the incurring of such liabilities*

*(c) in the event of the discontinuance by any means of this Guarantee all cheques drafts bills notes and negotiable instruments drawn by or for the account of the Customer(s) on you or your Agent and purporting to be dated on or before the date when such discontinuance became known to you although presented to or paid by you or your Agent after that date and all liabilities of the Customer(s) to you at such date whether certain or contingent and whether payable forthwith or at some future time and also all credits then established by you for the Customer(s).*

*3. This Guarantee shall be a continuing security binding on my personal representatives and me until the expiration of three months after the receipt by you from me or them of notice in writing to discontinue it and notwithstanding any change in the name style or constitution of the Customer(s).*

*4. In the event of this Guarantee ceasing from any cause whatsoever to be binding as a continuing security on me or my legal representatives you shall be at liberty without thereby affecting your rights hereunder to open a fresh account or accounts and to continue any existing account with the Customer(s) and no moneys paid from time to time into any such account or accounts by or on behalf of the Customer(s) and subsequently drawn out by the Customer(s) shall on settlement of any claim in respect of this Guarantee be appropriated towards or have the effect of payment of any part of the moneys due from the Customer(s) at the time of this Guarantee ceasing to be so binding as a continuing security or of the mark-up thereon unless the person or persons paying in such moneys shall at the time I writing direct you specially to appropriate the sum to that purpose.*

*5. If the Customer(s) is/are an infant(s) or under a disability or is an unincorporated body which is under no liability to discharge obligations undertaken or purported to be undertaken on its behalf this Guarantee shall be binding on me in respect of the obligations to you of the Customer(s) as if I were the principal debtor.*

*6. If this Guarantee is given in respect of the liabilities of a firm it shall apply to all moneys borrowed and liabilities incurred until receipt by you of actual notice of dissolution of the firm but if there shall be any other change in the constitution of the firm the Guarantee shall continue and in addition to securing the debts and liabilities of the firm as constituted before the change shall apply to the debts and liabilities of the firm as constituted after such change.*

*7. No assurance security or payment which may be avoided under any enactments relating to bankruptcy or to the winding-up of companies or in incorporated bodies and no release settlement or discharge which may have been given or made on the faith of any such assurance security or payment shall prejudice or affect your right to recover from me to full extent of this Guarantee.*

*8. You may at all times without prejudice to this Guarantee and without discharge or in any way affecting my liability hereunder*

*(a) determine, vary or increase any credit to the Customer(s)*

*(b) grant to the Customer(s) or to any other person any time or indulgence*

*(c) renew any bills notes or other negotiable securities*

*(d) deal with exchange release modify or abstain from perfecting or enforcing any securities or other guarantees or rights which you may now or hereafter have from or against the Customer(s) or any other person*

*(e) Compound with the Customer(s) or with any other person or guarantor.*

*9. This Guarantee shall not be affected by any failure on your part to take any security or by the invalidity of any security taken or by any existing or failure agreement by you as to the application of any advances made or to be made to the Customer(s).*

*10. Any money received hereunder may be placed and kept to the credit of a suspense account for so long as you think fit without any obligation in the meantime to apply the same or any part thereof in or towards discharge of any money or liabilities due or incurred by the Customer(s) to you. Notwithstanding any such payment in the event of any proceedings in or analogous to bankruptcy liquidation composition or arrangement you may prove for and agree to accept any dividend or composition in respect of the prove for any part of such money and liabilities in the same manner as if this Guarantee had not been given.*

*11. Until all money and liabilities due or incurred by the Customer(s) to you shall have been paid or discharged I will not by paying off any sum recoverable hereunder or by any other mean or on any other ground claim any set-off or counter-claim against the Customer(s) in respect of any liability on my part to the Customer(s) or claim or prove in competition with you in respect of any set-off counter-claim or proof against or dividend composition or payment by the Customer(s) or his/their estate(s) or the benefit of any other security which you may now or hereafter hold for any money or liabilities due or incurred by the Customer(s) to you or to have any share therein.*

*12. Any notice or demand hereunder shall be deemed to be sufficiently given if sent by pre-paid letter post to my address last known to you or stated hereon and shall be assumed to have reached the addressee in the course of post and if sent overseas may be sent by airmail or by sea. In case of my death and until you receive notice in writing of the Grant of probate of my Will or of Letters of Administration of my Estate any notice or demand by you addressed to me as aforesaid shall for all purposes of this Guarantee be deemed a sufficient notice or demand by you to me or my personal representatives and shall be as effectual as if I were still living.*

*13. A certificate by an officer of the bank as to the sum for the time being owing to you by the Customer(s) shall be conclusive evidence in any legal proceedings against my personal representatives or me.*

*14. This Guarantee shall be in addition to any other Guarantee or security for the Customer(s) which you may now or hereafter hold whether from me or from any other person and on discharge by payment or otherwise shall remain your property.*

*Full name of* .....  
*Guarantor in Block*  
*Letters*

.....  
(Signature of Guarantor)

.....  
*Account Number*

*Employer*.....

*Address*.....

*Tel:* .....

*Dated this*.....*day of* ..... 20....

*Witnessed by: Name*.....

*Signature*.....

*Address*.....

*Tel.*.....