

Please complete this form in BLOCK CAPITALS and in black ink, referring to the attached guidance notes for assistance. Upon completion, please send to your Relationship Manager or Trade Centre.

1. Customer's details

Customer's name	<input type="text"/>
	<input type="text"/>
Customer's reference number	<input type="text"/>
Address line 1	<input type="text"/>
Address line 2	<input type="text"/>
Address line 3	<input type="text"/>
Address line 4 OR country	<input type="text"/>
Postal code	<input type="text"/>
Contact name	<input type="text"/>
Position held	<input type="text"/>
Preferred daytime contact number (including extension if applicable)	<input type="text"/>
Fax number	<input type="text"/>
Address for service*	<hr/> <hr/>

*An address for service in England or Wales is required if the Customer's address is not in England, Wales or Scotland.

2. Type of Guarantee required - please select **one** of the following options

Bid/Tender	<input type="checkbox"/>	Performance	<input type="checkbox"/>	Advance/Progress Payment	<input type="checkbox"/>
Warranty	<input type="checkbox"/>	ABTA/CAA	<input type="checkbox"/>	HM Customs & Excise	<input type="checkbox"/>
Trade Debt	<input type="checkbox"/>	Other	<input type="checkbox"/>	Please specify _____	

3. Method of issue

Please issue by: Mail OR Courier
To be delivered to the: Customer OR Beneficiary OR Other

If 'Other', please specify _____

OR
Guarantee advised through an overseas bank via SWIFT
OR
Request to an overseas bank to issue their Guarantee in favour of the beneficiary via SWIFT

Preferred overseas issuing/advising bank and branch details (if known)

4. Format of Guarantee - please select one of the following options

Bank's standard wording OR In the format attached
(Please ensure that all details required for completion are provided)
OR
If the format required has already been submitted and reviewed, please enter the reference

5. Guarantee amount

Currency (in words)
Amount (in words)

Currency code Amount (in figures)

For HM Customs & Excise deferred payment guarantees, the amount stated above will normally be the amount of the monthly deferred payment to be guaranteed by the Bank. Please note that the maximum liability to HM Customs & Excise under the guarantee exceeds this sum. Currently it is twice the monthly deferred amount. This maximum liability may change. Reference should be made to the form of HM Customs & Excise deferred payment guarantee which the Bank is asked to issue to ascertain the Bank's maximum liability.

6. Beneficiary details

Beneficiary's name

Address line 1
Address line 2
Address line 3
Address line 4 OR country
Postal code
Contact name
Position held
Preferred daytime contact number (including extension if applicable)
Fax number

7. Brief description of goods/services covered by this Guarantee

8. Guarantee value

Guarantee value . % (As a percentage of full tender/contract value)

Tender/Contract date

Tender/Contract number

9. Bid/Tender Bond - only complete this section if a Bid/Tender Bond is required

Tender closing date (if known)

10. Trade Debt Guarantee - only complete this section if a Trade Debt Guarantee is required

Transport documentation type (e.g. Bill of Lading/Airway Bill/CMR/Delivery Note) _____

Payment terms (e.g. 30 days from invoice date) _____

11. Expiry

Expiry date **OR** Expiry event _____

Document to be used to evidence expiry event _____

12. Special instructions - Please enter any special instructions here (e.g any additional delivery instructions for the Guarantee)

13. Account details

Sterling account number

Sort code

Currency account number
(if applicable)

Please debit all charges to: Sterling account **OR** Currency account

Please debit all payments to: Sterling account **OR** Currency account

GUIDANCE NOTES

The numbering below corresponds to the sections on the form. Please complete all sections ensuring the information reflects your contract terms.

2. Type of Guarantee required

Specify the exact type of Guarantee required.

If this Guarantee is being issued under the terms of a Letter of Credit, please provide a copy. For overdraft or loan Guarantees, Section 12, 'Special instructions', must state whether the amount specified includes interest payments and bank charges or whether these are to be 'in addition'. If 'in addition', specify a maximum time limit, usually six months, for the interest payments and bank charges that may become payable in addition to the amount shown. Please note that, as the total amount payable under the Guarantee cannot readily be ascertained, additional sanction will be required. The Bank must also be advised of the name of the account holder to whom the facility is being provided if this differs from the customer.

3. Method of issue

Please select one of the following options:

Guarantee by Mail OR Courier

If the Guarantee is to be issued by the Bank and the beneficiary needs to be advised by fax that the Guarantee has been issued, please indicate this in Section 12, 'Special instructions'. Please include the beneficiary's fax number and a contact point.

OR

Guarantee advised through an overseas bank.

OR

Request to an overseas bank to issue their Guarantee in favour of the beneficiary

You should only select this option if local law or the beneficiary's preference prevents the acceptance of a Guarantee direct from a UK bank. The Bank can issue Guarantees, or can instruct an overseas bank to issue a Guarantee. The Bank's own direct Guarantees are widely acceptable throughout the world, and offer you several distinct advantages:

- i) greater control over the Guarantee, as you will be dealing only with your own bank and the beneficiary under the Guarantee, without the involvement of a second bank.
- ii) avoidance of the additional charges, which an overseas bank would make for issuing their Guarantee.

Preferred Overseas Issuing/Advising Bank

If known, the name and branch address of the overseas issuing/advising bank, should be entered here. If left blank, the Bank will select the overseas issuing/advising bank.

4. Format of Guarantee

Please select one of the following options:

Bank's standard wording

If this box is marked, the Bank will endeavour to incorporate your details into one of its standard texts (copies of which are available on request). However, if this box is marked in conjunction with the **Request to an overseas bank to issue their Guarantee in favour of the beneficiary** box, the Bank will instruct an overseas bank to issue its standard Guarantee using the details provided.

OR

In the format attached

When a non-standard text is needed, more time is required before the Guarantee can be issued. It is, therefore, important to submit your application as early as possible. The Bank will examine the text and if satisfactory, will issue the Guarantee. If the wording is not satisfactory, the Bank will amend the text. Prior to issuing the Guarantee, the Bank will advise you of any amendments and any other understandings as to how the Guarantee is to be interpreted and under what circumstances a claim would be paid. Additional charges may be levied for approving/issuing non-standard text Guarantees. This charge is dependent on time taken and complexity.

If the box is marked in conjunction with the **Request to an overseas bank to issue their Guarantee in favour of the beneficiary** box, the Bank will examine your text and if the wording appears satisfactory, will instruct an overseas bank to issue its Guarantee in the required format. The Bank will advise you where experience has shown that a particular overseas bank, or banks in general in a particular country, are not prepared to issue Guarantees in wordings other than their standard formats.

7. Brief description of goods/services covered by this Guarantee

Please enter the details to identify the transaction to which the Guarantee relates.

8. Guarantee value

This helps to identify the tender or contract involved and provides a check that the amount of the Guarantee is correct e.g. if the total contract value is £100,000 and the Guarantee value is for £10,000, the percentage entered should be 10%.

The Tender/Contract number and date ensure that the Guarantee applies to one transaction only.

9. Bid/Tender Bond

Please note - The Bank and its customers assume a liability under a Guarantee from the time it is issued. However, the date upon which the Guarantee becomes operative can be determined in various ways. A Bid/Tender Bond can be worded to become operative from a specified date - usually the date on which tenders close.

11. Expiry

The expiry date ensures that liability ceases at a fixed and predetermined date. However, complications can arise:

- i) If the Guarantee is not stated to be subject to English Law and the exclusive jurisdiction of the English Courts, the local country law of the beneficiary may apply. In many countries, especially in the Middle East, local law does not necessarily uphold expiry dates. If a Guarantee is stated to be subject to local law, your liability may continue even though the expiry date has passed. In such cases, it is usual that your liability under the Guarantee will only be cancelled upon return of the original Guarantee to the Bank. Alternatively, your liability may be cancelled on the beneficiary's written confirmation to the Bank (if it is our own direct Guarantee) or confirmation from the overseas bank (if the Guarantee is issued by them) that the Guarantee is cancelled.
 - ii) Even where the Guarantee is stated to be subject to English Law and the expiry date is included, you must also state the date by which claims must be submitted. This must be no later than the expiry date. Failure to do so may mean that a valid claim could be received after the expiry date.
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12. Special instructions

All instructions must be clear and comprehensive, e.g. where an agent is to be advised of receipt of or is to collect a Guarantee from an overseas bank, you must include the agent's full name, address, telephone number and means of identification e.g. passport number.

Where receipt of the Guarantee is intended to trigger further events (such as where a Documentary Letter of Credit is to be made operative), you must include the full names, addresses and reference numbers of the parties to be notified, as well as instructions on how they should be notified.

If there is insufficient space to incorporate all special instructions on the application form, they should be detailed on a separate sheet and attached to the form. Make sure that you indicate on the form that special instructions are attached.

Please note:

Amendment and cancellation

Once issued, a Guarantee cannot be amended or cancelled, other than within the terms of the Guarantee, except with the consent of the Issuing Bank and beneficiary.

Assignment

The benefit of the Guarantee will not be transferable by the beneficiary.

Charges

The Bank charges for providing Guarantees. Please refer to your Relationship Manager for details. In addition, there may be overseas issuing/advising bank and/or other charges for telex, postage, amendments, legal fees etc., together with local Stamp Duty/Taxes and such charges, all of which will be for your account.



Bank Guarantee Agreement

THIS APPLICATION AND THE BANK'S TRADE SERVICES TERMS TOGETHER FORM AN IMPORTANT AGREEMENT. YOU SHOULD TAKE LEGAL ADVICE BEFORE SIGNING.

The Trade Services Terms are available to be read and printed online. To access the Terms go to www.natwest.com/terms and enter `tst0710`

Alternatively, a copy can be obtained from the Customer's Relationship Manager.

By signing:

- the Customer confirms the details on the Application are correct.
- the Customer agrees to the Trade Services Terms.