



GUARANTEE APPLICATION FORM

Guarantee no.

To:
HSBC Bank Malta p.l.c.
Trade and Receivables Finance,
Business Banking Centre, Mill Street, Qormi QRM 3101

Tel: 2380 1846/2380 1830
2380 1852/2380 1817
Fax: 2380 4535

From:

Date

Full Customer Name

Contact Details

Name

Tel

Fax

Customer Number

(please insert joint customer number if customer is married)

Debit Charge Account

Security

(account number to be pledged)

Please issue or arrange for the issue of a guarantee in accordance with the details below

Delivery of Guarantee to Customer

Delivery Method (please select one and tick where applicable)

via registered mail to the address specified on this form (if any) OR to the customer's address last advised to the Bank (if none is provided in this form)

Delivery address:Name:

Address:

Collection from branch

Collection from Guarantees Department, Trade and Receivables Finance

Type of Guarantee (please tick where applicable)

Tender

Performance

Planning Authority

Customs

Others

(as per attached)

Wording of Guarantee (please tick where applicable)

HSBC standard wording

According to attached wording

(subject to HSBC approval)

Amount of Guarantee

Currency

Amount in figures

Amount in words

Customer/s Initial/s

Name and Address of Beneficiary

Name

Address

Validity of Guarantee

Expiry Date

Details of Guarantee

Any Reference no.

(reference to contract/tender, if applicable)

Brief Description of Goods and/or Services

Any Additional Information

I/We* hereby agree that you debit my/our above-captioned account with the amount of all charges and expenses in this connection.

We hereby authorise you to accept any instructions for the extension of the guarantee as may be signed by **any one** of us, unless we advise you otherwise in writing before expiry. We understand that the guarantee will be extended under the same terms and conditions.

For Official Use Only – CHARGES COLLECTED ON ISSUANCE €

I/We hereby confirm that the details provided above in this application form for the issue of a guarantee are correct and up to date. I/We authorise the Bank to issue the guarantee document in accordance with the Bank’s approved standard guarantee text to the afore-said beneficiary and for the afore-stated amount. For avoidance of doubt, I/We hereby agree that any request/s for the issue of guarantees with wording which in any way differs from the Bank’s approved standard text will still require i) vetting and approval by the Bank prior to issue and ii) my/our signature as acceptance of the wording therein.

I/We * undertake to execute the General Indemnity Undertaking for Special Guarantees upon the issue of a guarantee. I/We understand that this guarantee shall be issued subject to the ICC Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No 758, unless I/We expressly request otherwise in writing in my/our application for the issue of the guarantee. Any such request shall be assessed by the Bank and it is in the Bank’s absolute discretion whether to accept or reject a particular choice of law.

By signing below, I/We hereby grant my/our authority to HSBC Bank Malta p.l.c. (‘the Bank’) to process and divulge information held about me/us by the Bank, including information relating to any credit facility granted to me/us by the Bank, to the Central Bank of Malta, or to any other entity or authority that replaces it, as required pursuant to, and for the purposes disclosed in, the Central Bank of Malta (Central Credit Register) Directive 14 of 2016.

HSBC Group and its service providers are required to act also in accordance with the laws and regulations of various jurisdictions and requests of public and regulatory authorities in various jurisdictions which relate to the prevention of money laundering, terrorist financing, bribery, corruption and tax evasion, and the provision of financial and other services to any persons or entities which may be subject to sanctions. We or any other member of the HSBC Group may, without any liability, take whatever action we consider appropriate to meet any obligations, either in Malta or elsewhere in the world, relating to the prevention of fraud, money laundering and terrorist activity and the provision of financial and other services to persons or entities which may be subject to sanctions.

I/We acknowledge and confirm that a copy of the approved specimen guarantee text has been provided to me/us by the Bank before signing this application form.

Specimen Text Name *(please tick where applicable to download a form)*

L-Tender/Bid Bond	Z6 – Payment Obligation	G4 – Transport Malta
G1 – Performance Non Govt	Non Standard as per attached	Z5 – Transport Malta (accept of cheques)
Z3 – Building Regulation Office	G2 – Performance Govt	Z9 – Retention Money
S – Advance Payment	M1 – Planning Authority	Others
A11 – Customs Intra community Movement	E1 – Commissioner of Land	
R – Paying Agency Import License	A2 – Customs General	

Customer Signature _____

Customer Signature _____

Customer/s Initial/s

GENERAL INDEMNITY

To **HSBC Bank Malta p.l.c.**

Gentlemen,

In consideration of your giving either alone or jointly an Indemnity/Guarantee in the form endorsed hereon/annexed hereto (and signed by me/us for identification) together with any extensions thereof, I/we jointly and severally hereby agree to fully indemnify and save harmless you, your branches and correspondents (including your successors and assigns) against all actions and claims which may be made upon you in consequence thereof and to pay to you on demand all payments, losses (including any loss in exchange), liabilities, damages, costs and expenses made suffered or incurred by you in consequence thereof or arising thereout and I/we hereby irrevocably authorise you, your branches and correspondents to debit my/our account all such payments, damages, losses, liabilities, costs and expenses.

I/We irrevocably authorise you to make any consequential payments and comply with any demands which may be claimed from or made upon you under the said Indemnity/Guarantee without any reference to or further authority from me/us. I/we agree that any payment which you shall make in accordance or purporting to be in accordance with the Indemnity/Guarantee as above shall be binding upon me/us and shall be accepted by me/us as conclusive evidence that you were liable to make such payment or comply with such demand and further that you may at any time determine or give notice to determine your Indemnity/Guarantee.

This Indemnity/Guarantee is given on the understanding that in the event of any amalgamation, reconstruction, takeover or nationalisation of your business in the country or countries in which facilities are granted against this Indemnity/Guarantee I/we will nevertheless (unless and until such time as I/we have made alternative arrangements acceptable to all parties) continue to remain fully responsible to you under this Indemnity/Guarantee for any liability in the name

of

as at the date of such amalgamation, reconstruction, takeover or nationalisation of your business, as if you had yourselves guaranteed such liability to your successor bank.

I/We also agree to pay you now as remuneration for your services the Bank's standard tariff for the issuance of bank guarantees and other maintenance/renewal charges for this guarantee and/or for subsequent renewals thereof in terms of the Bank's tariff as applicable from time to time and which may be obtained by accessing the Bank's website (www.hsbc.com.mt) or by calling at any of its branches in Malta or Gozo. Without prejudice and limiting the generality of the foregoing, I/We further agree to pay you on demand any further charges and interest which may arise in the event of any claim being made upon you under the Indemnity/Guarantee.

I/We furthermore agree that all exchange risks shall be borne by me/us.

I/We hereby grant my/our authority to HSBC Bank Malta p.l.c. ('the Bank') to process and divulge information held about me/us by the Bank, including information relating to any credit facility granted to me/us by the Bank, to the Central Bank of Malta, or to any other entity or authority that replaces it, as required pursuant to, and for the purposes disclosed in, the Central Bank of Malta (Central Credit Register) Directive 14 of 2016.

For the benefit of HSBC Bank Malta p.l.c. any dispute arising from this indemnity, shall be subject to the non-exclusive jurisdiction of the Maltese Courts.

Customer Signature _____

Customer Signature _____

For HSBC Bank Malta p.l.c.

Authorised Signature and Number

Key Information and Risks explained

- A guarantee is an irrevocable undertaking made by a Bank to pay the BENEFICIARY a set amount upon receiving a valid claim stating that the APPLICANT has failed to comply with the obligations under an underlying contract.
- A guarantee is an independent instrument from the underlying transaction/contract/performance being guaranteed.
- A guarantee is issued at the request of the APPLICANT and holds the applicant liable for reimbursement. The extent and terms of the applicant's liability is stated in the General Indemnity which forms an integral part of the guarantee application form and is signed by applicant in acceptance.
- A guarantee is unconditional meaning that it is not incumbent upon the Bank to verify whether a demand for payment (claim) is justified or not. The Bank is obliged to pay the amount of the guarantee in full or in part upon receipt of a compliant claim. In most cases, only a statement of claim is required for a beneficiary to lodge a compliant claim.
- A guarantee may either have a fixed expiry date OR it may be evergreen. A guarantee with a fixed expiry date is normally issued for a maximum period of 12 months and is renewable on demand. An Evergreen Guarantee means a guarantee which includes a provision which automatically extends the expiry date thereof for a specified period unless, within some period of time in advance of the then applicable expiry date thereof, the Bank gives notice to the beneficiary to the effect that such guarantee will not be so extended.
- Please ensure that besides this Key information document, you have been given a copy of the signed Guarantee Application form/General Indemnity and Guarantee wording. Please ensure that you understand all the terms and conditions of the guarantee and ask for assistance should you require further clarifications.
- Standard fees for issue of guarantees are available on HSBC Bank Malta's website www.hsbc.com.mt