

# **APPLICATION FOR GUARANTEE/ BOND/ SBLC**

			Date:	(dd/mm/yyyy)
I/We hereby request and authoris	se you to issue a Guaran <sup>t</sup>	tee/ Bond with the following	details:	
PARTY DETAILS				
Applicants name:				
Postal address:				
Account number:				
Beneficiary name:				
Postal address:				
TYPE OF BOND/GUARANTEE				
Please tick as applicable:				
Bid bond Perform	mance Bond Ad	lvance payment guarantee	Immigration Bond	
Customs Bond Oth	ner (please specify)			
Purpose of Guarantee/Bond				
Reference number				
Currency				
Amount in figures				
Amount in words				
Validity Period				
SECURITY DETAILS				
Please tick as applicable:	Unsecured Ca	ish covered Pre-Appro	oved bank facility	
TERMS AND CONDITIONS				

## TERMS AND CONDITIONS GENERAL INDEMNITY

#### AMOUNT

In consideration of your giving either alone or jointly an indemnity/ Guarantee in the form annexed hereto/endorsed hereon (and signed by me/us for identification) I/We \_\_\_\_\_\_\_ hereby agree. We jointly and severally indemnify you against all claims which may be made upon you in consequence thereof and to pay to you on demand all payments, losses

costs and expenses made suffered or incurred by you in consequence thereof or arising there out and I/we hereby irrevocably authorise you to debit to my/our account all such payments, losses, costs and expenses.

I/We irrevocably authorise you to make any 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 shall be binding to 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. I/We also agree that you may at any time determine or give notice to determine your Indemnity/Guarantee. I/We also agree to pay you now and on demand remuneration for your services and 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 Guarantee.

I/We further agree that our liability under this Indemnity shall be a continuing liability not withstanding any settlement of account or other matter whatsoever and this Indemnity shall apply to any extension or extensions of the period of the Guarantee given by you.

### LETTER OF SET-OFF

#### (By Borrower)

In consideration of NCBA Bank Kenya PLC (the "Bank" which expression shall extend to its successors and assigns) providing and/or continuing to provide banking credit and other facilities by way of accommodation to me/us or to third parties guaranteed by me/us, I/we agree as follows: -

- 1. In addition to any right of set-off or other general lien or similar right to which the Bank as bankers, creditors or otherwise may be entitled in law, the Bank may at any time without notice to me/us combine or consolidate all or any of the accounts with the Bank in my/our name or to which we are beneficially entitled and set-off or transfer any money whatsoever standing to the credit of any one or more of those accounts, whether on current, deposit or other account, in or towards satisfaction of my/our indebtedness to the Bank arising from the facilities, accommodation referred to above, whether those liabilities be present, future, actual, contingent, primary, collateral, joint or several.
- 2. For the purpose of determining my/our liability hereunder, at any time I/we agree that the interest charged by the Bank shall be at such rate(s) as the Bank shall in its sole discretion from time to time decide with full power to the Bank to charge different rates for different accounts and such interest shall be calculated on daily balances and debited monthly by way of compound interest. PROVIDED ALWAYS that the Bank shall advise me/us prior to any change in the rate of interest so payable pursuant to the law.
- 3. The rights conferred by this letter are in addition to and shall not merge with or otherwise prejudice or affect any contractual or other right or remedy or any guarantee, lien, pledge, bill, note, mortgage or other security (whether created by the fixed deposit of documents or otherwise) now or hereafter held by or available to the Bank and shall not in any way be prejudiced or affected by them or by their invalidity or by the Bank's now or hereafter dealing with, exchanging, releasing, varying or abstaining from perfecting or enforcing any of them or any rights which the Bank may now or thereafter have or giving time for payment or indulgence or compounding with any other person liable.

Name:	First name	Middle name	Surname	
Authorised Signate	pry:		Date:(dd/mm/yyy)	()
Name:	First name	Middle name	Surname	
Authorised Signate	pry:		Date:(dd/mm/yyy)	()
FOR OFFICIAL US	E ONLY			
Signature verified	by:		Date: (dd/mm/yyy)	()
Input by:			Date: (dd/mm/yyy)	()
Checked by:			Date:(dd/mm/yyy)	()