

SCHEDULE 17 – REMITTANCE GUARANTEE

[TEMPLATE FOR USE WHERE REQUIRED]

DEED AGREEMENT FOR REMITTANCE GUARANTEE SECURITY IN FAVOUR OF THE LORD CHANCELLOR

THIS DEED OF GUARANTEE is dated [REDACTED]

WHEREAS:

- (A) [Insert Service Provider name], a company registered in England and Wales under company number [REDACTED] whose registered office is at [REDACTED] (the "**Service Provider**") has entered into a contract dated 20[19] (the "**Contract**") with the **LORD CHANCELLOR** of 102 Petty France London SW1H 9AJ acting through HM Courts and Tribunals Service (the "**Authority**");
- (B) The Service Provider has been certified as an approved enforcement agency ("**AEA**") pursuant to the Tribunals, Courts and Enforcement Act 2007;
- (C) The Service Provider executes warrants in England & Wales pursuant to the Contract and is required under the Contract to provide a remittance guarantee security limited to the total amount of [insert words and £ figures] (the "**Sum**") in favour of the Authority (the "**Guarantee**") to whom such security is to be given for the performance of the duties related to the office of AEA.
- (D) It is the intention of the Parties that this document be executed and take effect as a deed.

BY THIS DEED IT IS AGREED as follows:

- 1. During the Period of the Guarantee (stated in Clause 9 below) or any subsequent period for which renewal of this Guarantee is accepted, [insert name bank/guarantor] of [insert address bank/guarantor] (the "**Guarantor**") hereby irrevocably and unconditionally undertakes to pay to the Authority any amount or amounts not exceeding the Sum upon the Authority's first demand in writing in the form attached in the Schedule (the "**Demand**").
- 2. The Guarantor's obligations in Clause 1 shall be a primary, independent and absolute obligation and the Guarantor shall make payment in accordance with its obligations hereunder subject to the Guarantor having received:
 - 2.1 a Demand from the Authority at its registered office listed in Clause 1 above;
 - 2.2 a written statement from the Authority specifying the monies which the Authority believes have been collected by the Service Provider on behalf of the Authority pursuant to the Service Provider's activities under the Contract (the "**Recovered Amount**");
 - 2.3 documentary evidence of the Authority having issued a written demand to the Service Provider for the Recovered Amount; and
 - 2.4 a written statement from the Authority stating that the Service Provider has not paid the Recovered Amount to the Authority within ten business days from the date of the Authority's written demand.
- 3. The liability of the Guarantor shall be limited to the Sum and subject to clause 2 above, such payment shall be paid to the Authority within five business days after the service to the Guarantor of a Demand.
- 4. Any notice in writing required to be given to the Authority shall be deemed sufficiently given if by letter to the Authority's contract manager [REDACTED] for this Contract and shall be deemed to have been received by the Authority if sent by recorded delivery post.
- 5. The Period of Guarantee (as stated in clause 9 below) may be renewed before the expiry of the Period of Guarantee by written notice by the Guarantor to the Authority.
- 6. This Guarantee shall not confer any benefit on or be enforceable by any third party.

7. This Guarantee and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in all respects in accordance with English law.
8. Period of Guarantee: [] to the Expiry Date (as set out in clause 10 below).
9. Expiry Date: the date on which the following conditions have been satisfied:
 - 9.1 all of the Service Provider's obligations under the Contract have been discharged and all amounts owing from the Service Provider to the Authority (including the Sum) have been paid by the Service Provider; or
 - 9.2 where the conditions of clause 10.1 have not been met, that the Contract has expired or terminated and the Guarantor's obligations under this Guarantee (including payment of the Sum to the Authority) have been discharged in full).

Date of Stamping: [*date and Guarantee Number*]

Signed as a deed and stamped on behalf of: [*the Guarantor*]

SCHEDULE
FORM OF DEMAND

To: *[Insert Guarantor's name and address for service]*

Dear Sirs

CONTRACT BETWEEN [SERVICE PROVIDER] (THE "SERVICE PROVIDER") AND THE LORD CHANCELLOR (THE "AUTHORITY") DATED [] (THE "CONTRACT")

REMITTANCE GUARANTEE BY [GUARANTOR] IN FAVOUR OF THE LORD CHANCELLOR (THE "REMITTANCE GUARANTEE")

We refer to the above Contract and the Remittance Guarantee.

We hereby certify that in accordance with the terms of the Remittance Guarantee we require payment by you of the sum of *[insert sum demanded in words and figures]*. We enclose the following documentary evidence:

1. a written statement from the Authority specifying the monies which the Authority believes have been collected by the Service Provider on behalf of the Authority pursuant to the Service Provider's activities under the Contract (the "**Recovered Amount**"); and
2. evidence of the Authority having issued a written demand to the Service Provider for the Recovered Amount;
3. a written statement from the Authority stating that the Service Provider has not paid the Recovered Amount to the Authority within ten business days from the date of the Authority's written demand.

Payment shall be made by telegraphic transfer to the following bank account:

Bank:

Account Number:

Sort Code:

Yours faithfully

.....
For and on behalf of the Lord Chancellor

Dated: