

## CUSTOMS HOUSE AGENTS' BOND

THIS BOND is made this 1<sup>ST</sup> DAY OF ..... between  
.....  
..... acting by its duly authorised agent  
..... (hereinafter called " the Operator and or  
the First Guarantor") which expression shall where the context so admits include his/their or its  
assigns successors and lawful representatives) of the First part and the  
..... acting by its duly authorised  
..... (hereinafter called "the Insurer and or Second Guarantor"  
which expression shall where the context so admits include its successors and lawful  
representatives) of the Second Part (and all the two Guarantors are hereinafter collectively  
referred to as "the Guarantors") and the COMMISSIONER OF CUSTOMS EXCISE AND  
PREVENTIVE SERVICE (hereinafter called "the Obligee or the Commissioner which expression  
shall where the context so admits include his assigns successors and lawful representatives) of  
the other part \_\_\_\_\_

1. WHEREAS the First Guarantor is in the business of clearing goods as a Customs House Agent under SMCD 188 and desires to continue in operation as such  
\_\_\_\_\_
2. AND WHEREAS it has become a condition precedent to the first Guarantor's operations as a Customs House Agent to furnish the Commissioner with an appropriate Guarantee against any loss of revenue arising from the failure default or non-compliance by the First Guarantor in the discharge of his obligations to the CUSTOMS EXCISE AND PREVENTIVE SERVICE as herein stated in the Bond  
\_\_\_\_\_
3. AND WHEREAS the First Guarantor hereby undertakes to comply strictly with all the laws applicable to his operations both domestic and any international customs conventions or agreements to which Ghana is a party or signatory, that is to say, not in any way to breach default or fail to comply with any such domestic and international laws  
\_\_\_\_\_

NOW, THEREFORE, the Guarantors have agreed with the Commissioner that the condition of this Bond shall be as follows:-

1. The total value of this Bond shall be .....  
(.....)  
\_\_\_\_\_

2. That in the event of any omission or commission causing directly but effectively any loss of revenue to the Government of Ghana, such loss shall be jointly and severally paid to the Commissioner provided that the Second Guarantor shall not be required or compelled to pay any loss in excess of the value of this Bond \_\_\_\_\_
3. That the Commissioner shall notify the Second Guarantor that is the \_\_\_\_\_ Insurer of any loss he intends to claim from the Second Guarantor under this Bond within 180 days of the occurrence of the conduct, omission, default or breach causing such loss \_\_\_\_\_
4. That any claim by the Commissioner under this Bond is without any prejudice to any criminal action or prosecution that may be duly pursued against the First Guarantor for any misconduct or default giving rise to the claim \_\_\_\_\_
5. That this Bond is valid for TWELVE (12) CALENDAR MONTHS from the date of issue so however that it may be determined by the Second Guarantor by giving 48 hours notice to the COMMISSIONER OF CUSTOMS, EXCISE AND PREVENTIVE SERVICES who shall take immediate steps to revoke the First Guarantor's license without any prejudice to any obligations previously incurred under the Bond \_\_\_\_\_

The First and Second Guarantors further HEREBY AGREE between them as follows:-

1. That the Second Guarantor's obligation under this Bond is for the payment of revenue lost to the Republic of Ghana caused by the First Guarantor's omission, negligence or breach of the law up to but not exceeding the value of this Bond \_\_\_\_\_
2. That the Second Guarantor may as long as the Bond subsists call for any necessary examination of the First Guarantor's mode of operations and recommend any improvements necessary for prevention of loss \_\_\_\_\_
3. That the First Guarantor has by these presents executed a counter-indemnity to the Second Guarantor for any payments, debts, impositions and expenses the Second Guarantor may incur in virtue of this Bond \_\_\_\_\_
4. That any sums due to the Second Guarantor under the aforesaid counter-indemnity shall be a charge on the assets of the First Guarantor \_\_\_\_\_

PERIOD: FROM THE ..... DAY ..... to ..... DAY of  
 .....

SIGNED, SEALED and DELIVERED by the \_\_\_\_\_ )  
 ..... )  
 Acting by its duly authorised officer \_\_\_\_\_ )

.....) )  
In the presence of:- )

## COUNTER GUARANTEE

IN CONSIDERATION of the METROPOLITAN INSURANCE COMPANY LIMITED (Surety Company) becoming Surety on the Bond applied for on the ..... day of ..... in connection with Bond Number ..... for an amount of ..... (.....) in favour of the GHANA CUSTOMS EXCISE AND PREVENTIVE SERVICE of P.O.BOX 68, ACCRA (Obligee), we do hereby covenant and agree to pay the premium agreed upon and we do hereby bind ourselves, our heirs, executors, administrators and assigns, to indemnify the said ..... (Surety Company) against all loss, costs, damages, charges and expenses, whatever and however resulting from any act, default or neglect of ours, or of our employees, sub-contractors and agents, that the said ..... (Surety Company) may sustain or incur by reason of its having executed the said Bond or any continuation thereof \_\_\_\_\_

WE HEREBY FURTHER AGREE for ourselves, our heirs, executors, administrators and assigns, to accept the vouchers or any other evidence of any sum paid by the said ..... (Surety Company) under the aforesaid obligation as conclusive evidence against us and our estates of the fact and extent of our liability under the obligation to the GHANA CUSTOMS EXCISE AND PREVENTIVE SERVICE of P .O .Box 68, Accra (Obligee) \_\_\_\_\_

IT IS FURTHER EXPRESSLY AGREED that the said ..... (Surety Company) possesses the right to redeem the Bond at its discretion even if we dispute our liability towards GHANA CUSTOMS EXCISE AND PREVENTIVE SERVICE of P .O .BOX 68, ACCRA (Obligee)

\_\_\_\_\_ Dated in ACCRA this ..... day of .....