



for the purposes of Customs Act 1986 and Excise Act 1986 as required under Regulation 151 of the Customs Regulations 1986.

**PRINCIPAL:**

I, we .....  
(Name of Principal)

of .....  
(Address of Principal)

**SURETIES (FINANCIAL INSTITUTION):**

Name of Financial Institution:

Address:

are jointly and severally held and firmly bound unto the Chief Executive Officer of Fiji Revenue and Customs Service (FRCS) for and on behalf of the Government of Fiji in the sum of ..... (as shown below under bank reference number)

Particulars of Bond	Legislative Provision	Bond Amount
Airline & Shipping Agents Bond	Customs Act 1986 [Section 35]	
Bonded Customs Area	Customs Act 1986 [Section 35]	
Bonded Tanks	Customs Act 1986 [Section 38]	
Bonded Warehouse	Customs Act 1986 [Section 38]	
Customs Agent Bond	Customs Act 1986 [Section 146]	
Customs Clerk Bond	Customs Act 1986 [Section 146]	
Excise Warehouse Bond	Excise Act 1986 [Section 17]	
Freight Forwarders License	Customs Act 1986 [Section 148A]	
License to Manufacture Excisable Goods	Excise Act 1986 [Section 6]	
Manifest Agent Bond	Customs Act 1986 [Section 35]	
Manifest Clerk Bond	Customs Act 1986 [Section 35]	
Motor Vehicle bonded Warehouse	Customs Act 1986 [Section 38]	
Other Bond	Customs Act 1986 [Section 35]	
Privileged Goods	Customs Regulation 1986 [Regulation 100]	

**CONDITIONS OF BOND:**

In consideration of FRCS accepting the undertaking as per this bond form, the Financial Institution undertakes unconditionally to pay FRCS on written demand from time to time any sum or sums up to an aggregate amount not exceeding the amount specified

**Undertaking:**

The financial institution will pay the Amount or any part of it to FRCS upon presentation of this original Undertaking (accompanied by a written demand) at the address of the Financial Institution without reference to the Principal and even if the Principal has given the financial institution notice not to pay the money, and without regard to the performance or non-performance of the Principal or FRCS under the terms of this Bond.

By accepting this Undertaking, FRCS acknowledges and agrees:

- that the financial institution may rely entirely on any demand or notice as presented to it and has no responsibility or obligation to investigate the authenticity or correctness of the matters stated in a demand or notice, the signatures on the same, the positions of such signatories or the capacity or entitlement of the FRCS to give and execute the demand or notice; and

- to accept this bond as a- security to embrace all transactions of the Principal requiring the execution of a bond or bonds under the Customs Laws and Regulations

Any alterations to the terms of the Bond undertaking or any extensions of time or any other forbearance by the FRCS or Principal will not impair or discharge the financial institution’s liability under the Undertaking.

**Validity of Bond Undertaking**

This Undertaking remains in force until the first to occur of:

- FRCS notifies the financial institution in writing that the Undertaking is no longer required.
- This original Undertaking is returned to the financial institution.
- The financial institution has paid FRCS to the Amount or the balance outstanding of the Amount.

When the bond is no longer required this Original Undertaking must be returned for cancellation to the address of the financial institution.

**Termination of Bond Undertaking**

Notwithstanding anything stated in this Undertaking, the financial institution has the right to terminate it at any time by paying FRCS the Amount or the balance outstanding of the Amount, or any lesser amount that FRCS may require.

**Governing Law**

This Undertaking will be governed by the laws of Fiji and subject to the provisions of laws administered by FRCS. (**“Governing Jurisdiction”**).

**Execution**

Executed at ..... for and on behalf of the financial institution on / / 20

Authorised Signature/Stamp: .....

Signed in the presence of (Witness): .....

**Conditions relating to execution:**

- a) *When the bond is given by a limited liability company under its common seal, the common seal of the company should be affixed to the bond and the following inserted and signed by the appropriate persons;*
- b) *When the bond is signed by a person or persons under a power of attorney a copy of the power of attorney it to be provided with the bond form;*
- c) *When a partnership Firm is giving a bond, all the partners must sign unless the authority is given, under power of attorney, to any other person in which case (b) above applies*
- d) *When the Signatory is an illiterate person, the following should be completed and signed by the a Commissioner of Oaths:*

Signed, sealed and delivered by the Principal: .....

after the foregoing has been read over to him/her in my presence in .....language and I am satisfied, he fully understood the meaning and the effect thereof:

Witness: .....

Commissioner of Oaths  
(Insert stamp)