

AGRICULTURAL PRODUCE AGENTS ACT, 1992 (ACT 12 OF 1992)

FIDELITY GUARANTEE

WHEREAS section 17(1) of the Agricultural Produce Agents Act, 1992 prohibits the conduct of the business of fresh produce agent, unless the prescribed security has been given to the Registrar of the Agricultural Produce Agents Council to fulfil any obligation that may arise towards any person referred to in that section.

AND WHEREAS the fresh produce agent/fresh produce agents* described below desires/desire* to give security/security jointly* for the above purpose:

NOW, THEREFORE (name of guarantor)

duly and lawfully represented herein by

.....

in accordance with and subject to the regulations published by Government Notice No. 27892 of 19 August 2005, or as they may from time to time be amended, hereby -

(a) Guarantees to the Registrar of the Agricultural Produce Agents Council that the said fresh produce agent/fresh produce agents* shall fulfil any obligation that may arise towards any person in respect of the proceeds of a product which such person has entrusted to that fresh produce agent/any one or more or jointly to that said fresh produce agent* for sale, or in respect of damage to or loss of such produce, including an obligation to pay the taxed costs of an action for the recovery of such proceeds, or of compensation in respect of such damage or loss, but excluding an obligation to pay interest on such proceeds or compensation;

(b) undertakes to bind himself in solidum towards the said Registrar to pay to the said Registrar within three days after receipt of a written advice from the said Registrar that the said fresh produce agents has/any one or more or all of the said fresh produce agents have* failed to fulfil an obligation referred to in paragraph (a)

an amount of R

(.....)

or any such smaller amount as the said Registrar may require in the said written advice, for utilization in the manner set out in the said regulations;

(c) expressly renounces the beneficium ordinis seu excussionis, the beneficium divisionis and the beneficium cedendarum actionum, the meaning and effect of which he acknowledges to be fully acquainted with, and any other defence which he lawfully otherwise may raise and which may have the effect of preventing or delaying the fulfilment of his obligations under this guarantee;

AND THIS guarantee is further given on the express understanding that the guarantor's liability under paragraph (a) hereof, shall be strictly limited to the payment to the said Registrar of the amount referred to in paragraph (b).

Thus done and signed at

on thisday of20.....

.....
GUARANTOR

WITNESSES:

1.

2.

Fresh produce agent(s) on whose behalf this fidelity guarantee is given:

	Name	Address	Trade name of business
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

* Delete whichever words are not applicable.

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GUARANTOR

WITNESSES:

1. 2.