

NZCS 608

Guarantee for payment of sums



NEW ZEALAND
CUSTOMS SERVICE
TE MANA ĀRAI O AOTEAROA

About this form

Use this form to provide a guarantee for payment of sums due to the New Zealand Customs Service (Customs) under section 240 of the Customs and Excise Act 2018.

Completing this form

You can complete this form by saving a copy to your computer. Information you have filled in can be saved as you go so you don't have to complete it in one session.

You can choose to print and complete this form by hand instead. Use a blue or black ink pen and write in CAPITAL LETTERS.

Q1 Applicant details

Full legal name

Trading as (if different)

Q2 Applicant address details

Street number

Street name

Suburb

Town/City

Region

Postcode

Country

Q3 Guarantor details

Full legal name

Trading as (if different)

Q4 Guarantor address details

This must be a New Zealand address.

Street number	<input type="text"/>	Street name	<input type="text"/>
Suburb	<input type="text"/>	Town/City	<input type="text"/>
Region	<input type="text"/>	Postcode	<input type="text"/>
Country	<input type="text"/>	PO Box No.	<input type="text"/>

Q5 Overall liability amount

This amount must be to the value of the requested credit limit.

Liability amount written in words	NZ\$	<input type="text"/>
Liability amount written in numbers	NZ\$	<input type="text"/>

Q6 Date guarantee will commence

Date dd/mm/yyyy	<input type="text"/>
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Undertaking

The Guarantor specified in this form agrees with the Chief Executive of Customs (the Chief Executive) as follows:

1. The Guarantor guarantees to pay to the Chief Executive immediately on receipt of a written demand by the Chief Executive each and every sum due and payable under the Customs and Excise Act 2018, including for which deferment has been allowed and has become a debt due to the Crown by the applicant during the continuance of this guarantee. The Chief Executive will make no such demand prior to the payment day approved by the Chief Executive for payment of such debt.
2. Any time or other indulgence granted by the Chief Executive to the applicant in connection with payment of any amount or observance of any condition or any failure to collect or demand payment of any deferred sum or any other sum due and payable under the Customs and Excise Act 2018 shall not in any way affect this guarantee.
3. The liability of the guarantor shall be limited as follows:
 - a. The liability shall not exceed the sum of the amount of duty, taxes, levies and charges, which may at any time be a debt due to the Crown.
 - b. The overall liability of the Guarantor shall not exceed the amount stated above at Q5.
4. The Guarantor may terminate this guarantee by giving not less than one calendar month's written notice delivered to the Chief Executive. If such notice is given, then all further liability shall cease as from the date of expiry of the notice or such earlier date

within the period of such notice as the Chief Executive may allow except for any liability arising hereunder before that date.

5. At any time during the continuance of this guarantee, the liability of the Guarantor may be terminated immediately upon receipt of a notice of termination and by payment to the Chief Executive of all monies for which the Guarantor is liable under the guarantee up to the date payment is made.
6. This guarantee shall commence on the date stated above at Q6 and shall remain in force until terminated by the Guarantor in accordance with clause 4 or 5.

Full name of signatory for the guarantor

Signatory's position in organisation

Signature

Date dd/mm/yyyy

What happens next

If you have completed this form as part of an application for a deferred payment account, submit your form with your application. If this form has been completed to update an existing bank guarantee, submit your completed form to revenue@customs.govt.nz.

You must also send the physical copy of this form to the address below.

New Zealand Customs Service
PO Box 29
Shortland Street
Auckland 1140

We will process your request when we receive your completed form and supporting documents. You may be contacted to provide additional documentation to support your request.

Customs will contact you to advise the outcome of your request.

How Customs collects and uses your information

Customs may collect and use information for border management and border related risk management purposes under the Customs and Excise Act 2018. Under the Privacy Act 2020 you have the right to request access and correction of any personal information you have provided or that Customs holds on you. Information may be withheld from you for the reasons (for refusal of request) listed in Part 4 of the Privacy Act 2020. You may request access and correction through any office of Customs.