

Guarantee By An Individual

1. In consideration of **FBC Bank Limited** allowing _____

(hereinafter called "the Debtor") such banking facilities as the said Bank may in its sole discretion deem fit (either by way of the continuation of any existing facilities and/or providing new or further facilities), subject to the conditions hereinafter mentioned, I the undersigned _____

do hereby guarantee and bind myself as surety for the repayment on demand of all sum or sums of money which the Debtor may now or from time to time hereafter owe or be indebted in to the said Bank its successors or assigns whether such indebtedness be incurred by the Debtor in _____

own name or in the name of any firm in which the Debtor may be trading either solely or jointly with others in partnership or otherwise, and whether such indebtedness arise from money already advanced or hereafter to be advanced, or from promissory notes or bills of exchange already or hereafter to be made accepted or endorsed, or from guarantees given or to be given by the Debtor to the said Bank on behalf of third parties or guarantees given or to be given by the Bank on behalf of the Debtor, or in respect of any indebtedness which may take the place of any novated debt, even if such novation takes place after the termination of this guarantee, or otherwise howsoever, including interest, discount, commission, legal and collection costs, stamps and all other necessary or usual charges and expenses, provided nevertheless that the total amount to be recovered from me hereunder shall not exceed in the whole sum of _____

together with such further sums for interest, charges and costs as shall from time to time have accrued or become due and payable thereon.

2. It is further agreed that in addition to my liability for interest as from the date hereof the amount of my liability to the said Bank under this guarantee shall also bear interest at the rate and in the manner charged by the said Bank to the Debtor in respect of the obligation hereby guaranteed from the date on which the Bank demands payment from me to the date of such payment.
3. The said Bank is furthermore irrevocably authorised to apply any moneys received by it from me in terms of this Guarantee against the indebtedness to it of the Debtor in such manner as the Bank in its discretion may think fit.
4. It is agreed that it shall always be in the discretion of the said Bank as to the extent, nature and duration of the facilities to be allowed the Debtor; that all admissions or acknowledgements of indebtedness by the Debtor shall be binding on me; that the said Bank shall be entitled, without affecting or prejudicing its rights hereunder, to release either in whole or in parts securities, or any other sureties who have already or who may in the future guarantee the said indebtedness, and to give time to, or compound or make any other arrangements with the Debtor, or to or with any other sureties, his or their Executors, Trustees or other legal representatives.
5. In the event of insolvency or compromise no dividends or payments which the said Bank may receive from the Debtor or others shall prejudice its rights to recover from me to the full extent of this guarantee any sum which, after the receipt of such dividends or payments, may remain owing by the Debtor.
6. I hereby renounce the *beneficium ordinis seu excussionis* and also the *beneficium divisionis*, with regard to any other surety who has already or who may in the future guarantee the said indebtedness, and agree that this guarantee is to be in addition to and without prejudice to any other guarantee now held or hereafter to be held by the said Bank and / or other securities now or hereafter to be held by the said Bank from or on behalf of the Debtor.
7. As security for my obligations under this guarantee I hereby cede, assign and make over unto the said Bank all my right, title and interest in and to any monies which the Debtor may now or from time to time hereafter be indebted in to me.
8. This guarantee shall remain in force as a continuing security notwithstanding any intermediate settlement of account and notwithstanding my death or legal disability until the _____
Branch of the said Bank shall have received written notice from me or from my Executors, Trustees or other legal representatives, as the case may be, terminating the same and until the sum or sums due or accruing at the date of

the receipt of such notice shall have been paid. The written notice aforesaid shall have no force and effect and shall not operate as a valid notice terminating the guarantee unless it is accompanied by a copy of a notice addressed by me or my legal representatives to the Debtor by registered post advising the Debtor of the termination of this guarantee.

9. Should this guarantee be terminated, either by notice by me or my legal representatives, or by operation of law, the Bank shall be entitled to continue the account with the principal Debtor notwithstanding such termination and the liability of myself or my estate for the amount due from the principal Debtor at the date when the guarantee is so terminated shall remain notwithstanding any subsequent payment into or out of the account by or on behalf of the principal Debtor.
10. It is further agreed and declared that if any payment which has the effect of reducing or discharging my liabilities hereunder should be set aside under the Insolvency Laws or for any reason whatsoever by Order of Court, or if any such payment is refunded to the Debtor or to _____ Trustee or Liquidator by agreement, or should any security be set aside by the Court or released by agreement, I shall be liable to the said Bank as surety for the Debtor in respect of the amount of _____ indebtedness to the said Bank arising from or revived by the setting aside and/or refund or such payment, or the setting aside or release of such security, notwithstanding that the same may take place after the termination of my liability hereunder in other respects, and all references herein to the indebtedness or debts of the Debtor shall accordingly be deemed to include any indebtedness arising from or revived by the setting aside and/or refund of such payment. The said Bank shall accordingly be entitled to retain this Guarantee notwithstanding any termination of my liability hereunder in other respects and it is agreed that the paper on which this Guarantee is printed is and shall at all times remain the property of the said Bank.
11. The amount of the indebtedness of the Debtor and my indebtedness hereunder to the said Bank at any time (including interest and the rate of interest) shall be determined and proved by a certificate signed by any Manager or Operations Manager of the Bank. It shall not be necessary to prove the appointment of the person signing any such certificate, and such certificate shall be binding on me, and shall be conclusive proof of the amount of my indebtedness hereunder and shall be valid as a liquid document against me in any competent Court for the purpose of obtaining provisional sentence or summary judgement against me thereon.
12. At the option of the Bank any claim arising hereunder may be recovered in any Magistrate's Court having jurisdiction notwithstanding that the amount of the claim may exceed the jurisdiction of the said Court, to which jurisdiction I hereby consent.
13. No act or omission on the part of the Bank in any way relating to this guarantee shall release or discharge me from my obligations hereunder.
14. I choose *domicilium citandi et executandi* at the address shown below my signature to this document and I hereby submit myself to the jurisdiction of the Courts of Zimbabwe in any dispute arising from this document, notwithstanding that, at the time that proceedings are commenced, I am domiciled outside Zimbabwe.

Thus Done and Executed at _____ this _____ day of _____ (date)

Address

As Witnesses

1. _____ Occupation: _____

Address: _____

2. _____ Occupation: _____

Address: _____

*** Note:** Please give full address - **Not** a box number