

ASEAN CUSTOMS TRANSIT SYSTEM
SINGLE JOURNEY GUARANTEE DOCUMENT

Guarantor reference number: [insert Guarantor's transaction reference number]

- (a) The Guarantor [Name of Guarantor Bank issuing this Guarantee] Address [Address of Guarantor Bank registered address and registration number] hereby issues this Guarantee through the Office of Guarantee of [the address of the Office of Guarantee] (name and address of the office designated by the Customs Authority to receive the original guarantee being the Customs Office of Guarantee (“Office of Guarantee” means the office(s) designated by a Customs Authority to manage arrangements in that country for the authorization of guarantors and supervision of guarantees covering transit operations in the country of departure)) up to a maximum aggregate amount of the guaranteed sum [The Maximum Amount shall be denominated in the local currency of the Guarantor Bank in figures and letters. The amount required shall be advised by the Principal, being the maximum Customs duties and taxes payable for the intended journey plus a buffer of 10%] (Maximum Amount) in favour of Customs Authorities (“Beneficiaries”) mentioned below. Any one of these Beneficiaries is entitled to make a demand for payment in respect of each transit operation against this Guarantee in the event of a Customs debt becoming due in their Customs Territory:

General Department of Customs and Excise of Cambodia

6-8 Preah Norodom Blvd (41), Phnom Penh

Cambodia

Or

Customs Department of Lao PDR

Lane Xang Avenue

Vientiane

Lao PDR

Or

**Royal Malaysian Customs Department, Ministry of Finance Level 10
North Block, Ministry of Finance Complex, No.3 Persiaran Perdana,
Precinct 2, 62596 Putrajaya, Malaysia**

Or

Customs Department

Ministry of Finance and Revenue

132 Strand Road, Yangon

Myanmar

Or

Singapore Customs

55 Newton Road, #10-01,

Singapore 307987

Or

Thai Customs Department

1 Soonthornkosa Road, Klong Toey, Bangkok 10110

Thailand

Or

General Department of Customs

162 Nguyen Van Cu, Gia lam

Hanoi

Vietnam

being Customs debt in the form of duties, taxes or other charges, excluding fines for which the Principal applicant (name): [Full Name of Principal] and address [Full Address of Principal] may be or become liable to the above Beneficiaries as a result of an irregularity occurring in relation to a transit movement in respect of goods placed under the ASEAN Customs Transit System.

- (b) The Guarantor hereby undertakes to pay the Beneficiary which makes a demand in paper form (“Claim for Recovery of Customs Debt” as in Annex 11F of ACTS Customs Procedures Manual) or authenticated SWIFT upon receipt of the Form of Demand & Supporting Statement stipulated for

recovery of Customs Debt. The Guarantor undertakes to effect the payment of the amount demanded in the currency of the demand subject to the Maximum Amount available at the time of claim, based on the prevailing exchange rate as determined by the Guarantor on the date of payment. Only one beneficiary may make a single claim under this guarantee. Multiple claims against this guarantee are not permitted.

If the Customs Authority making the claim is in the same country as Guarantor, the written demand shall be presented to the Guarantor's counters at [address of the Guarantor being the place of presentation]; or

if the Customs Authority making the claim is not in the same country as Guarantor, demands shall be made through any of the nominated claiming banks in paragraph (e) below either by a written demand or via authenticated SWIFT to Guarantor's SWIFT Code [insert SWIFT code] in the Form of Demand and Supporting Statement as follows:

“We refer to your reference no. [insert Guarantor's transaction reference number]. We hereby confirm receipt of a claim from [insert name of Customs Authority making the claim] in the Form of Claim for Recovery of Customs Debt as prescribed by ACTS. The claimant advises that they do not have proof of the termination of the transit procedure for [Name of Principal & Address] under the Transit ACTS Reference Number (ARN) and dated [date of transit declaration]. Please pay the amount of [currency & amount] to the account of [Name of Customs Authority] account number [...] [settlement instructions].”

Complying demands shall be paid within 30 days from date of receipt by the Guarantor (“Date of Payment”). The written demand or authenticated SWIFT shall be deemed as full and final determination of the amount of debt owing by the Principal to the claimant Customs Authority.

- (c) A Letter of Release issued by the Customs Office of Guarantee releasing the Guarantor of its obligations under this Guarantee shall be full and final release of the Guarantor of its obligations under this Guarantee, notwithstanding that the original of this Guarantee has not been returned for cancellation. Nevertheless, the return of the original Guarantee prior to the expiry date without any confirmation from Beneficiaries shall be deemed to be sufficient notice to the Guarantor to discharge all its liabilities under this Guarantee.
- (d) This Guarantee shall not be assigned or transferred without the Guarantor's prior written consent.

(e) The Beneficiary may make their claim through the following claiming bank:-

Country	Name of Nominated Claiming Bank, agent of the Guarantor Bank	Address of the Nominated Claiming Banks where Claimant Customs Authority may lodge their written paper demand for payment.
For Example		
Malaysia	Maybank Berhad	
Thailand	Bangkok Bank	
Singapore	DBS	

(f) The Customs Office of Guarantee shall be authorized to accept any amendments including cancellation notice by the Guarantor.

(g) Save as otherwise provided in this Guarantee, this Guarantee is issued subject to the Uniform Rules for Demand Guarantee (URDG 2010 REVISION, ICC PUBLICATION No. 758) save and except that the requirement for a supporting statement under Article 15a of URDG758 is hereby excluded.

(h) This Guarantee is effective and valid from **ddmmyyyy** (the Effective Date) and expires on **ddmmyyyy** (the Expiry Date). All demands under this Guarantee shall be received on or before the close of business at the counters of the Guarantor, or if used, Nominated Claiming Bank, within 1 year from the Expiry Date (“Claim Expiry Date”) and the Guarantee will become null and void after the claim expiry date notwithstanding that the original of this Guarantee has not been returned. The Guarantor shall have no liability under this Guarantee in respect of any claim which has not been received by the Guarantor on or before the Claim Expiry Date. Notwithstanding the above, this Guarantee will be immediately terminated and become null and void upon the Guarantor’s payment of the first complying demand made by anyone of the beneficiaries. For avoidance of doubt, any unutilised Maximum Amount will immediately be reduced to zero and will be no longer be available to the other beneficiaries.

Made on this [day] [month,year]

.....

Authorized Signatory of the Guarantor Bank signing under Power of Attorney

.....

(Signature)

.....

(Name-Printed)

.....

(Position)

For and on behalf of.....

(Name of Guarantor Bank)