

FLEXIBLE ACCOUNTING SYSTEM (FAS) Standing Indemnity

THIS AGREEMENT is made the _____ day of _____ 19 _____

BETWEEN:

(name of Funder of the payments) _____

(address of the Funder of the payments) _____

and (name of FAS Account Holder) _____

(address of the FAS Account Holder) _____

Vat No 818 0385 29
~~Broadside Customs Clearance Agency~~
14 Dawson Drive, Trimley St Mary
Felixstowe, Suffolk IP11 0YW
Tel/Fax Number: 01394 286200

and the Commissioners of Customs and Excise ('the Commissioners'). To cover all transactions between the aforementioned Funder of the payments/FAS account holder at the following

_____ EPU/Accounting Centre.
(specify EPU/Accounting Centre)

WHEREAS:

1. The Funder of the payments is aware that payments made to the Commissioners under the Flexible Accounting System ('FAS', which is published in Part 5 of Volume 3 of The Tariff) are, under that system, made solely by FAS account holders who have themselves directly funded their 'FAS Accounts' by payment in cash, or by guaranteed cheques or bankers' drafts, and that such FAS account holders have control of their said accounts.
2. The Funder of the payments is also aware that the Commissioners may debit such accounts when instructed by a FAS account holder, or make repayments therefrom to a FAS account holder if called upon to do so by him/it.
3. When the Funder of the payments wishes to obtain expedited clearance of the goods, he shall furnish a **Schedule** thereof and request the FAS account holder and the Commissioners to agree to payment of his/its guaranteed cheque/a bankers' draft funded by him/it into the FAS account holder's account.
4. The FAS account holder and the Commissioners have agreed to authorise payment in the manner aforesaid, and to vary the terms of FAS accordingly.
5. The Funder of the payment agrees to indemnify the Commissioners for giving their consent to such variation.

STANDING

NOW IN CONSIDERATION of the FAS account holder and the Commissioners agreeing to vary the terms of FAS by accepting payment by the Funder of the payments as recited, it is **HEREBY AGREED**:

- i. that the Funder of the payments undertakes to indemnify the Commissioners against all claims, demands, proceedings, costs, liabilities and expenses whatsoever which may be taken or made against or incurred by the Commissioners by reason of their agreeing with the Funder of the payments and FAS account holder to vary the terms of the Flexible Accounting System;
- ii. this Indemnity shall remain in force until revoked by at least 3 months written notice by any of the parties to this agreement, such revocation not to be effective in respect of liabilities arising either before or after the expiry of the notice period in respect of any transaction commenced prior to that date.

For and on behalf of the **Funder of the payments**

SIGNED by

(name in block letters)

Full name of signatory

(name in block letters)

.....
(Status - see note)

Date:

For and on behalf of the **FAS account holder**

SIGNED by

(name in block letters)

Full name of signatory

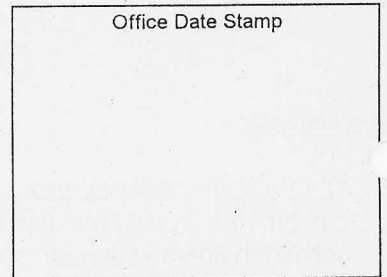
ALASTAIR YOUNG
(name in block letters)

SOLE PROPRIETOR

.....
(Status - see note)

Date:

Office Date Stamp



SIGNED by

(on behalf of the Commissioners by a person duly authorised)

Note: This form must be signed by a proprietor, or in the case of a partnership by a partner or in the case of a limited or other incorporated company by a Director or Secretary.