

Renewal

PORT AUTHORITIES ORDINANCE 1961
KUCHING PORT AUTHORITY

General Bond with reference to Port Dues, Rates, Charges, and damages to port properties and other liabilities.

KNOW ALL MEN by these presents that we
.....(hereinafter called "the port user") and
of

..... (hereinafter called "the Surety") are held and firmly bound unto the **KUCHING PORT AUTHORITY** (hereinafter called "the Authority" in the sum of RM Malaysian Ringgit
..... for which payment well and truly to be made we bind ourselves and each of us jointly and severally firmly by these presents:

Sealed with our seals:

DATED this day of
in the year of our Lord Two Thousand And

WHEREAS the Authority without prejudice to its power at any time to require further or better security has consented to accept this Bond as security for the payment of Port Dues, Rates, Charges, and damages, if any, to properties and goods of the Authority and any other liabilities as may from time to time be incurred by the port user, its servants, agents and representatives, or principals.

AND WHEREAS we, the surety at the request of the port user and with the approval of the Authority has agreed to become surety hereto.

NOW THE CONDITION of the within-written bond or obligation is such that if the said port user pay in full the amount of Port Dues, Rates, Charges, damages, if any, to the properties and goods of the Authority caused by their servants, agents, and representatives, or principals and any other liabilities due then this bond or the obligation hereunder shall not be enforced against us; but otherwise shall be and remain in full force and effect:

PROVIDED and it is hereby declared that this bond may be revoked at any time by two weeks' notice in writing given by the Surety to the Authority, but such revocation shall not release, absolve or discharge the Surety from any of its obligations or liabilities hereunder which are incurred or sustained prior to receipt of such Notice by the Authority, and

PROVIDED ALWAYS and it is hereby declared that if upon any breach of the Condition of this bond the Authority may waive such breach of the condition or if the Authority shall be pleased to accept payment of sum of money in respect of such breach in lieu of enforcing payment of the sum secured hereby then the security provided by this bond shall be and remain in full force and effect notwithstanding such waiver or such acceptance of a sum of money.

This Bond shall expire on but any claim arising herein may be made by the Authority within a period of 6 months from date of expiry hereof.

This Bond replaces and supercedes the General Bond No.
but the acceptance by the Authority of this Bond does not in any way prejudice any rights and remedies which have accrued to the Authority prior to date of this Bond and we, the surety, acknowledge that we shall continue to honour and discharge all obligations and liabilities arising under the said General Bond No. which may be claimed hereunder.

Signed, sealed and delivered]
by the above-bounden.....]
.....]

in the presence of:-

Signed, sealed and delivered]
by the above-bounden.....]
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