

Where the Guarantor is an individual acting for purposes wholly or mainly outside their business, include the following words on a cover page accompanying the Deed given by the Supplier to the Guarantor to sign.

Warning to the Guarantor:

This Deed of Guarantee is an important document.

The Supplier has already signed it but before you sign it, you should read it carefully, obtain independent legal advice about it from a solicitor, ensure that you understand both what it means and also what the implications of it will be if you sign it and have it witnessed.

If you do sign it, you might have to pay to the Supplier some of the debts to it of the party defined in it as the "Principal", if the Principal does not do so, and you will have other obligations as well. Your commitment to pay will be unconditional and the amount the Supplier can ask you to pay is not limited.

Please sign and return this Note with the Deed signed by you to confirm that you have read it.

(signed)

<<Insert full name of Guarantor >>

DEED OF GUARANTEE FOR ONGOING SUPPLY OF SERVICES (UNLIMITED)

THIS DEED is dated the <<insert day>> day of <<insert month> of <<insert year>>

PARTIES

- (1) <<Insert full name of Guarantor >> [of][a company incorporated in England & Wales under number <<Insert number>> whose registered office is at] <<Insert address>> (the “Guarantor”)

- (2) <<Insert full name of Supplier>> [of][a company incorporated in England & Wales under number <<Insert number>> whose registered office is at] <<Insert address>> (the “Supplier”)

WHEREAS

- A. The Supplier wishes to carry out various [works][services] from time to time after the date of this Deed for << Full Name of Supplier's customer >> (the “Principal”) of << Principal's Address >> (the “[Works][Services]”) and the Principal wishes to have such [Works][Services] carried out for the << insert details of Principal's business >> business carried on by the Principal at << insert principal business address of Principal >> at the Principal’s request from time to time

- B. The Guarantor is [a director][the main shareholder][parent company][spouse] [<< describe other connection or relationship with Principal>>] of the Principal

- C. The Guarantor agrees to enter into this Deed at the request of the Principal and as a condition of and in consideration of the Supplier carrying out [Works][Services] for the Principal at the Principal’s request from time to time on or after the date of this Deed, in order to provide to the Supplier an unlimited guarantee of payment for the said [Works][Services]

IT IS NOW AGREED as follows

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1. In the event of default by the [Works][Services] as follows. [Works][Services] shall guarantee and be answerable to the Principal for the [Works][Services] in respect of the Principal's requests from

agrees to pay the Supplier for the said [Works][Services] and unconditionally agrees to ensure the prompt and punctual payment by the Supplier in respect of the Principal pursuant to

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2. If the Principal shall make default in respect of any amounts payable to the Supplier under the terms of a contract entered into between the Supplier and the Principal for any [Works][Services], the Supplier unconditionally agrees to indemnify the Principal to the Supplier, in respect of any neglect or omission on the part of the Principal carried out by the Supplier for the [Works][Services]

of any amounts payable to the Supplier at any time between the Supplier and the Principal immediately on demand in writing by the Supplier of an amount equal to the amounts payable by the Supplier. The Guarantor may not have notice of any default in respect of any of the [Works][Services] carried out by the Supplier in respect of the terms of such agreement for

3. This Deed is to be a continuing obligation of the Guarantor contracted with the Supplier in respect of the [Works][Services] carried out by the Supplier for the Principal

for the whole debt that is due to the Supplier in respect of [Works][Services] carried out by

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4. Without prejudice to Clauses 1 and 2, the Guarantor hereby unconditionally agrees to indemnify the Supplier against all and any losses, damages, expenses suffered or incurred by the Supplier in respect of any of its obligations as varied by the Principal to either make [Works][Services] from the Supplier by the Principal to either make [Works][Services] or to meet its obligations are or become irrecoverable by the Supplier

independent and primary obligation the Guarantor agrees to indemnify and keep indemnified the Supplier in respect of all and any losses, damages, expenses, claims, liabilities, demands and costs incurred by the Supplier in respect of any failure of the Principal to perform its obligations in connection with the Principal purchasing [Works][Services] limited to, where there is any failure of the Supplier to perform its obligations in respect of any of the [Works][Services] supplied by the Supplier, or where any of such obligations are or become irrecoverable, or any amount or liability is incurred by the Supplier for any other reason

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5. All dividends, compositions and other assets from the Principal's estate, whether or not taken and applied by the Supplier, shall be taken and applied by the Supplier in respect of any claim arising in respect of any claim arising in respect of the Supplier in respect of the [Works][Services] the Supplier has received the [Works][Services]

the Supplier from the Principal or otherwise, are to be taken and applied by the Supplier making any deduction in respect of the Supplier's right to be subrogated to the Supplier's claims or payments shall not arise until the Supplier's claims against the Principal in respect of the [Works][Services]

6. The Guarantor consents to the Supplier's liability under this Deed, at all times, and without either giving any notice to the Guarantor:

in respect of the [Works][Services] arising or impairing the Guarantor's liability under this Deed, at all times, and without either giving any consent from the Supplier in respect of the [Works][Services]

6.1 varying any agreement entered into between the Supplier and the Principal in respect of [Works][Services] or the [Works][Services]

and the Principal to carry out the [Works][Services] in respect of such agreement; or

6.2 refusing further credit to the Principal in respect of [Works][Services] to the Principal; or

6.3 granting to the Principal any indulgence, forbearance or other indulgence; or

[Works][Services] to the Principal; or any indulgence, forbearance (whether as to the [Works][Services] or otherwise) or other indulgence; or

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- 6.4 compounding with th
- 7. In order to give effect to this though the Guarantor were a
- 8. The Guarantor's liability unde anything which, although it c liability of a person who had obligations
- 9. Unless and until a notice of r Clause 10 below, this Deed s bankruptcy, compulsory or v of the Guarantor or Principal the Principal or Supplier or G
- 10. The Guarantor or its/his/her death, his/her personal repre by notice in writing. This Deed ("Notice Period") after the re of such notice of revocation. dealings and transactions ent continue to have effect for al prior to the expiration of the
- 11. This Deed and any disputes o shall be governed by and con
- 12. The parties hereby irrevocab jurisdiction in respect of this

IN WITNESS whereof the parties have year first above written

[EXECUTED as a DEED by

<< Print Full Name of Individual wh
 signed:

In the presence of

Witness Full Name :

Address:

Occupation :

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es that the Supplier may act as

charged or impaired or affected by guarantor, would not affect the another as if they were their own

the Supplier in accordance with effect notwithstanding the death, istration, receivership or incapacity in the constitution, name or style of

n the event of the Guarantor's ed at any time to revoke this Deed ted <<state period, e.g. 3 months>> e Supplier's duly authorised agent] respect to all liabilities incurred and of the Notice Period but shall alings and transactions entered into

connection with its subject matter the laws of England & Wales.

England & Wales shall have exclusive matter

s document as a deed the day and

ntor]

Signature: (Witn

OR

[EXECUTED as a DEED by

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Acting by

<< Print Full Name of Director>> (Dire

and

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AND

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signed:er]

In the presence of

Witness Full Name :

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