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="" guarantor="" name="" of="">></insert>

DEED OF GUARANTEE FOR A SINGLE SUPPLY OF GOODS (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 supply and deliver to << Full Name of Supplier's customer >> (the "Principal") of << Principal's Address >> particular goods (the "Trade Goods") and the Principal wishes to receive the Trade Goods for the << insert details of Principal's business >> business carried on by the Principal at << insert principal business address of Principal >>
- B. The Trade Goods and their price are itemised in a [Purchase][Sale] [Order][Agreement] to be [signed][accepted] by the Supplier upon execution and delivery of this Deed by the Guarantor
- C. The Guarantor is [a director][the main shareholder][parent company][spouse] [<< describe other connection or relationship with Principal>> of the Principal
- D. 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 supplying the Trade Goods to the Principal (under the terms of the [Purchase][Sale] [Order][Agreement]) on or after the date of this Deed, in order to provide to the Supplier an unlimited guarantee of payment for the said Trade Goods

IT IS NOW AGREED as follows

- 1. In the event of default by the Principal the Guarantor agrees to pay the Supplier for the said Trade Goods as follows. The Guarantor irrevocably and unconditionally agrees to guarantee and be answerable to the Supplier for the due and punctual payment by the Principal for the Trade Goods that the Supplier supplies and delivers to the Principal pursuant to the [Purchase][Sale] [Order][Agreement])
- 2. If the Principal shall make default in payment when due of the amount[s] payable to the Supplier (being the amount[s] set out in the [Purchase][Sale] [Order][Agreement], the Guarantor shall immediately on demand in writing by the Supplier unconditionally pay to the Supplier an amount equal to the amount[s] payable by the Principal to the Supplier, notwithstanding that the Guarantor may not have notice of any neglect or omission on the part of the Principal to pay for any of the Trade Goods supplied by the Supplier to the Principal according to the terms of the [Purchase][Sale] [Order][Agreement]
- 3. This Deed is to be a guarantee to the Supplier (subject to the limit stated in Clause 1 above) for the whole debt that is contracted with the Supplier by the Principal in respect of Trade Goods supplied and delivered by the Supplier to the Principal

- the Guarantor hereby uncountered indemnified the Supplier damages, demands and e failure of the Principal to p connection with the Principal including, but not limited to due payment of any amou liabilities to the Supplier, invalid or unenforceable, of from the Principal for any of
- or from the Principal's esta
 to be taken and applied be
 any deduction in respect of
 right to be subrogated to to
 payments shall not arise u
 Supplier's claims against the
- 6. The Guarantor consents Guarantor's liability under discretion, and without eit consent from the Guaranto
 - 6.1 varying the [Purcha Principal to suppl [Purchase][Sale] [O
 - **6.2** refusing further cre
 - **6.3** granting to the Prir payment, time, perf
 - **6.4** compounding with
- 7. In order to give effect to the as though the Guarantor w
- 8. The Guarantor's liability useffected by anything which not affect the liability of a they were their own obligat
- This Deed shall remain in compulsory or voluntary lie Guarantor or Principal or S the Principal or Supplier or
- 10. The Guarantor or its/his/he death, his/her personal re and (notwithstanding any procontinue to have effect [Purchase][Sale] [Order][Ag
- 11. This Deed and any dispute matter shall be governed b Wales.
- **12.** The parties hereby irrevod

dependent and primary obligation oly agrees to indemnify and keep losses, costs, claims, liabilities, urred by the Supplier arising from ons as varied from time to time in rade Goods from the Supplier, are by the Principal to either make the Trade Goods or to meet other obligations are or become illegal, y is irrecoverable by the Supplier

by the Supplier from the Principal n or bankruptcy or otherwise, are ents without the Supplier making or this Deed; and the Guarantor's f such dividends, compositions or eived the full amount of all of the

ut discharging or impairing the r times at the Supplier's absolute the Guarantor or receiving any

ent] between the Supplier and the mode of performance of the

cipal; or

me or forbearance (whether as to wsoever) or other indulgence; or

leclares that the Supplier may act

ot be discharged or impaired or the liability of a guarantor, would to pay the debts of another as if

ithstanding the death, bankruptcy, , receivership or incapacity of the the constitution, name or style of

or in the event of the Guarantor's t be entitled to revoke this Deed by the Guarantor) this Deed shall ed by the Principal under the

of or in connection with its subject rdance with the laws of England &

ts of England & Wales shall have



exclusive jurisdiction in res

IN WITNESS whereof the parties day and 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:

Signature:

OR

[EXECUTED as a DEED by

<< Print Full Name of Guarantor C

Acting by

<< Print Full Name of Director>> ([

and

<< Print Full Name of Director/Sec

<u>AND</u>

[EXECUTED as a DEED by

[<< Print Full Name of Individual w

signed:

In the presence of

Witness Full Name :

Address:

Occupation :

Signature:

OR

[EXECUTED as a DEED by

<< Print Full Name of Supplier Cor

Acting by

<< Print Full Name of Director>> (

and

<< Print Full Name of Director/Sec



y of its subject matter

ered this document as a deed the

A

ntor]

.....

ŧ)]

ary): (to sign here)]

er]

.....

P)]



ary): *(to sign here)*]

