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 but there is a limit to the amount the Supplier can ask you to pay - there are details about this limit in Clause 1.

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="">&gt;</insert>

### DEED OF GUARANTEE FOR ONGOING SUPPLY OF SERVICES (LIMITED)

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 a limited guarantee of payment for the said [Works][Services]

### 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 [Works][Services] 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 [Works][Services] that the Supplier carries out for the Principal pursuant to the Principal's requests from time to time but so that the liability of the Guarantor under this Deed shall not exceed in aggregate the sum of << £>>
- 2. Subject to the limit stated in Clause 1 above, if the Principal shall make default in payment when due of any amounts payable to the Supplier under the terms of any agreement from time to time between the Supplier and the Principal for any [Works][Services], the Guarantor shall immediately on demand in writing by the Supplier unconditionally pay to the Supplier an amount equal to the amounts 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 [Works][Services] carried out by the Supplier for the Principal according to the terms of such agreement for [Works][Services]
- 3. This Deed is to be a continuing 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 [Works][Services] carried out by the Supplier for the Principal

and, for the avoidance of not for so much of it as Clause 1 above

- 4. Without prejudice to Claus above, as an independence unconditionally and irrevorsally and irrevorsally and irrevorsally and an expenses suffered or incurperform any of its obligate Principal purchasing [Work where there is any failure to in respect of any of the [Work where any of such obligation of the important or liability is irreason.
- 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 any agreer [Works][Services] o
  - **6.2** refusing further cre
  - 6.3 granting to the Prir payment, time, perf
  - **6.4** compounding with
- 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
- 9. Unless and until a notice with Clause 10 below, this the death, bankruptcy, receivership or incapacity the constitution, name or s
- 10. The Guarantor or its/his/he death, his/her personal rep Deed by notice in writing. 3 months>> ("Notice Perio authorised agent] of such all liabilities incurred and

s security for the whole debt and ability of the Guarantor stated in

ject to the limit stated in Clause 1 ligation the Guarantor hereby nnify and keep indemnified the iabilities, damages, demands and ing from failure of the Principal to e to time in connection with the oplier, including, but not limited to, make due payment of any amount set other liabilities to the Supplier, legal, invalid or unenforceable, or ier from the Principal for any other

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

ier and the Principal to carry out ce of such agreement; or

ervices] to the Principal; 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

upon the Supplier in accordance I force and effect notwithstanding tary liquidation, administration, ipal or Supplier, or any change in upplier or Guarantor

[or in the event of the Guarantor's entitled at any time to revoke this ed terminated <<state period, e.g. ne Supplier [or the Supplier's duly Deed shall cease with respect to s entered into after the expiry of

the Notice Period but shadealings and transactions

- 11. This Deed and any dispute matter shall be governed b Wales.
- **12.** The parties hereby irrevod 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 : .....

OR

## **[EXECUTED as a DEED** by

<< Print Full Name of Guarantor C

Acting by

<< Print Full Name of Director>> (I

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: .....

## OR

## **[EXECUTED as a DEED** by

<< Print Full Name of Supplier Cor

ect for all liabilities incurred and expiration of the Notice Period

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

ts of England & Wales shall have y of its subject matter

ered this document as a deed the

ntor]

;)]

ary): *(to sign here)*]

er]

•)]



Acting by

<< Print Full Name of Director>> (I and

<< Print Full Name of Director/Sec

S

ary): (to sign here)]