

*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 name of Guarantor >>

## 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

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[Services] to the Principal; or

declares that the Supplier may act

upon the Supplier in accordance  
all force and effect notwithstanding  
voluntary liquidation, administration,  
principal or Supplier, or any change in  
Supplier or Guarantor

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the Notice Period but shall not be liable for all liabilities incurred and dealings and transactions entered into by or in connection with its subject matter after the expiration of the Notice Period

11. This Deed and any dispute or claim arising out of or in connection with its subject matter shall be governed by the law of England and Wales.

12. The parties hereby irrevocably and exclusively agree that the courts of England & Wales shall have jurisdiction in respect of its subject matter

**IN WITNESS** whereof the parties have hereunto set their hands and seals the day and year first above written

**[EXECUTED as a DEED by**

<< Print Full Name of Individual who is the Debtor

signed: .....

In the presence of

Witness Full Name : .....

Address: .....

Occupation : .....

Signature: .....

**OR**

**[EXECUTED as a DEED by**

<< Print Full Name of Guarantor Company

Acting by

<< Print Full Name of Director>> (Director)

and

<< Print Full Name of Director/Secretary

**AND**

**[EXECUTED as a DEED by**

[<< Print Full Name of Individual who is the Debtor

signed: .....

In the presence of

Witness Full Name : .....

Address: .....

Occupation : .....

Signature: .....

**OR**

**[EXECUTED as a DEED by**

<< Print Full Name of Supplier Company

Acting by

<< Print Full Name of Director>> (D

and

<< Print Full Name of Director/Secretary>> (Secretary): *(to sign here)*]

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