

THIS GUARANTEE is given this <<Insert Day>>, <<Insert Month>>, <<Insert Year>>

BY:
<<Insert Guarantor's name>> of <<Insert Address>> (hereinafter called the "Guarantor")

TO:
<<Insert Company's name>> of <<Insert Address>> (hereinafter called the "Company")

IN RESPECT OF:
<<Insert Obligor's name>> of <<Insert Address>> (hereinafter called the "Obligor")

WHEREBY IT IS AGREED as follows:

1. Definitions and Interpretation

"the Company" shall mean the Company in title and assigns and this shall include the Company notwithstanding any change in the name of the Company or its absorption into or merger with any other person or the acquisition of all or part of the Company by any other person.

"the Guarantor" shall mean the person liable hereunder and his heirs, assigns and the receiver or other person who may be appointed in connection with the lawfully constituted liquidation of the Guarantor.

"the Obligor" shall mean each of the persons referred to in the name of the Obligor or under the name of the Obligor may form time to time including each of the partners present and future and the respective personal representatives of the persons from time to time.

"person" shall mean any individual, firm, company corporation or partnership.

"security" shall mean mortgage, charge, pledge, lien, indenture, payment guarantee, indemnity bond or any other security whatsoever.

Multiple Obligors Where there are more than one person comprised in the terms of the Guarantee the Obligor shall where the context so admits include references to such persons or any of them. If the Obligor is a firm shall include the person or persons constituting the firm whether or not under the firm name and generally where the context so requires shall include the plural.

Co-Guarantors If there are more than one Guarantor or the Company and the Obligor or the Company and any

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representation was made by such
t permitted by law this guarantee
n not only by the Guarantor itself
behalf of such other person to the
Guarantor and such other person

Where the context admits
words imputing one gender

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2. Guarantee

2.1 In consideration of
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now or may at any
Obligor under an A
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Company in any m
and/or obligations
become liable to an
obligations are ind
guarantee to such
Company matured
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details of the transaction between
uarantor hereby guarantees due
nd the discharge of all liabilities
gent, present or future, which are
or owing to the Company by the
Insert date of Loan Agreement>>
t)/any Agreement between the
Obligor may become liable to the
ding to avoid doubt any liabilities
for which the Obligor may be or
ntee whether such liabilities and/or
the date of assignment of this
obligations and liabilities to the
n the Obligor is now or shall from
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2.1.1 whether the
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whether as principal or guarantor,

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and any expenses incurred by the
tee or any other security now or
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expenses may be incurred by the

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n of £<<Insert maximum amount
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on that amount or on such less
as shall have accrued due or shall
within six months before and at any
demand by the Company upon the
e date of the determination of this
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2.1.3.2 all co

verable from the Obligor and all

- costs in connection with the enforcement of this guarantee (including legal costs on an indemnity basis) arising out of or incurred by the Company out of monies available to the Company under this guarantee which the Guarantor shall be liable to reimburse to the Company.
- 2.2 Interest accruing on any sum payable by the Guarantor under 1.1.3.1 above after the date of demand or determination shall be calculated at the rate of 10% per annum (or such demand would be made).
- 2.3 The Company shall be entitled to enforce its rights against the Obligor in the event of default by the Obligor prior to enforcing its rights against the Guarantor.
3. **Certification**
- A certificate signed by any person authorised to do so on behalf of the Guarantor shall be valid as to:-
- 3.1 the amount at any time payable by the Guarantor to the Company;
- 3.2 the fact that an amount has been paid by the Guarantor to the Company;
- 3.3 any Rate of Exchange applicable to any sum payable by the Guarantor to the Company;
- 3.4 any additional amount payable by the Guarantor as mentioned herein; or
- 3.5 the amount of any costs and charges incurred by or on behalf of the Guarantor in connection with this guarantee;
- shall for the purposes hereof be conclusive evidence of the facts therein stated (but the Company need not inform the Obligor of the dealings between it and the Guarantor in respect of or in connection with this guarantee).
4. **Commencement**
- This guarantee shall take effect from the date of its execution by the Guarantor on its execution or (if later) the time at which the Company first does any business with the Obligor as a consideration for which this guarantee is given. To avoid doubt, this guarantee shall take effect in respect of all liabilities of the Obligor hereby guaranteed (hereinafter called "the Liabilities") which arise after the time at which this guarantee is given and shall remain in full force and effect notwithstanding the death, bankruptcy, liquidation or any change in the constitution of the Guarantor or any retirement or death of any partner or in the interposition of a new partner) and shall extend to all the Liabilities of the Obligor hereby guaranteed in addition to any other guarantee or security now or hereafter given by the Guarantor or any person in respect of the Liabilities, and shall not prejudice any other security or right of the Company in respect of the same.
5. **Continuing Security**
- 5.1 This guarantee shall remain in full force and effect notwithstanding the death, bankruptcy, liquidation or any change in the constitution of the Guarantor or any retirement or death of any partner or in the interposition of a new partner) and shall extend to all the Liabilities of the Obligor hereby guaranteed in addition to any other guarantee or security now or hereafter given by the Guarantor or any person in respect of the Liabilities, and shall not prejudice any other security or right of the Company in respect of the same.
- 5.2 This guarantee is a continuing security and shall be subject only to such notice as is given by the Company, and, discharged or affected by any payment made by the Obligor to the Company and shall secure the ultimate payment of the Liabilities of the Obligor hereby guaranteed.

balance from time to time by the Company by the Obligor.

6. **Incapacity of the Obligor**

Should any purported obligation of the Obligor which is enforceable would be the void, invalid or unenforceable by reason of any defect in or insufficiency or want of power to exercise thereof or there of of any assurance, security (without limitation) avoidance under or because the Company's otherwise or by reason of facts or circumstances which in reason the Obligor is not capable of discharging a liability and/or obligation undertaken or purported to be undertaken shall nevertheless be liable in respect of that purported liability and/or obligation as if the Guarantor were the principal debtor concerned to see or inquire into the validity of any purported to act on its behalf and shall be fully indemnified against all costs and expenses incurred by the Obligor to carry out any such obligations.

to the Company which if valid or enforceable would be or become wholly or in part void, invalid or unenforceable by reason of any defect in or insufficiency or want of power to exercise thereof or there of of any assurance, security (without limitation) avoidance under or because the Company's otherwise or by reason of facts or circumstances which in reason the Obligor is not capable of discharging a liability and/or obligation undertaken or purported to be undertaken shall nevertheless be liable in respect of that purported (or other) liability and/or obligation as if the Guarantor were the principal debtor concerned to see or inquire into the validity of any purported to act on its behalf and shall be fully indemnified against all costs and expenses incurred by the Obligor or its officers or employees in carrying out any such obligations. The Company shall not be liable in respect of any such costs arising from any failure of the

7. **Incapacity of the Guarantor**

The obligations of the Guarantor shall not be discharged, impaired or otherwise affected by:

- 7.1 death, insanity, bankruptcy or other legal disability of the Guarantor;
- 7.2 any failure by the Guarantor to perform its obligations at the time agreed to in the Guaranty or any other event which results in the unenforceability of any such obligations.

shall not be discharged, impaired or otherwise affected by any event of or occurring to the Guarantor or any other event which results in the unenforceability of any such obligations. In respect of the Liabilities any security at any time agreed to in the Guaranty or any other event which results in the unenforceability of any such obligations, the Guarantor shall not be liable in respect of any such costs arising from any failure of the

8. **Granting of Time**

The Guarantor hereby agrees not to do or in any way affecting the validity of this agreement to any other person any time or from or against the Obligor or facilities to or the terms of any such obligations as to the application of any such obligations compound with, discharge or concur in acceptance of any such obligations or omit to claim or enforce any such obligations in any manner as the Company may require. The Company with reference to this agreement shall not diminish the validity of this agreement as if originally liable as principal debtor.

may at any time without discharging its obligations hereunder grant to the Obligor or its officers or employees to issue any bills, promissory notes or other negotiable instruments or to deal with, exchange, vary, realise, or otherwise dispose of any guarantees, liens, bills, notes, or other securities which the Company may now or hereafter have or to alter, amend, vary or increase any credit or to make any payment of any transaction with the Obligor or to be made to the Obligor or its officers or employees in full or in part or composition when and in such manner as the Company may require. No act or omission on the part of the Guarantor shall in any way diminish the validity of this agreement remain binding upon the Guarantor in respect of its obligations.

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pany that the Obligor has created agrees that no such security will be of the Company as long as any security created in contravention of Company and shall forthwith be

charged in full (which expression
a liquidation on formal or informal
hundred per cent) the Guarantor as
waives all rights of subrogation and
any monies due from the Obligor to
counterclaim against the Obligor or
company in the event of insolvency of
in any other guarantee or security
and in the event of the Guarantor
waiver, it shall hold the same on

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shall not or in relation to or in
le or leasing conferred upon the
gment of any real or personal
in support of his or its liabilities
(obtained or otherwise) be under
the Guarantor and any liability on
result or in consequence of any
withstanding the provisions arise is

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Company under Sections 151 or any modification or re-enactment liquidator of the Obligor such sum from the Guarantor and shall be demand in writing by or on behalf of on account of the Obligor to the of any such order the Company be treated and accepted by the the Company upon the express t prejudice to the Company's right r as provided herein.

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security held for the liability of the
repayment of all sums that are or
or or in the event of a bankruptcy,
such period as the Company may
may be avoided pursuant to any
and no release, discharge or

settlement made on the foot of the compromise or arrangement or payment shall prejudice the Company's right to enforce the security held in support.

13. **Discharge and Substitution**

The Guarantor's liability hereunder shall not be discharged, reduced or affected by the compromise or arrangement made under Section 425 of the Companies Act 1985 or any statutory modification or enactment relating to bankruptcy or insolvency (whether the Company is or is not a party to the compromise or arrangement and where by virtue of a compromise or arrangement the liability of the Obligor to the Company or to any other person this guarantee shall not be discharged, reduced or affected by such other person. Where the Company any person assigned to the Guarantor's liability hereunder this guarantee shall take effect as if the person to whom the liability is assigned were the Guarantor.

discharged, reduced or affected by the compromise or arrangement made under Section 425 of the Companies Act 1985 or any statutory modification or enactment relating to bankruptcy or insolvency (whether the Company is or is not a party to the compromise or arrangement and where by virtue of a compromise or arrangement the liability of the Obligor to the Company or to any other person this guarantee shall not be discharged, reduced or affected by such other person. Where the Company any person assigned to the Guarantor's liability hereunder this guarantee shall take effect as if the person to whom the liability is assigned were the Guarantor.

14. **Set Off Against the Company**

All monies payable hereunder by the Guarantor shall be set off against any monies owing by the Company to the Guarantor and the Guarantor shall be entitled to payment hereunder of monies due to it from the Company notwithstanding that monies may be owing to the Company by the Guarantor on such other indebtedness of the Guarantor to the Company as may from time to time be ascertained.

at any right of set-off in respect of the Guarantor and if the Obligor is indebted to the Company may demand payment of such accounts notwithstanding that the Obligor on another account, as if the Obligor were indebted to the Company.

15. **Withholdings**

All payments to be made by the Guarantor to the Company at its registered office or at such other place as may be agreed between the Guarantor and the Company shall be made in immediately available funds and without deduction for any bank of transfer charges, duties, charges, fees, deductions, or other amounts payable by the Guarantor and the Guarantor shall be obliged to make any such deduction or withholding from the Guarantor in respect of any such payment the amount due to the Company shall be increased to the extent necessary to ensure that the Company receives a net amount equal to the amount due to it from the Guarantor under this clause shall not be reduced or affected by such deduction or withholding.

company hereunder shall be made in immediately available funds and without deduction for any bank of transfer charges, duties, charges, fees, deductions, or other amounts payable by the Guarantor and the Guarantor shall be obliged to make any such deduction or withholding from the Guarantor in respect of any such payment the amount due to the Company shall be increased to the extent necessary to ensure that the Company receives a net amount equal to the amount due to it from the Guarantor under this clause shall not be reduced or affected by such deduction or withholding.

16. **Foreign Currency**

16.1 In this clause:

"Foreign Currency" means any currency other than sterling;

sterling;

"Sterling Price Paid" means the price paid by the Guarantor for the purchase of foreign currency, including the premium over any official or market rate and includes all costs, charges and expenses incurred by the Company or on its behalf in connection with the purchase of foreign currency;

company pays or becomes liable to pay the premium over any official or market rate and includes all costs, charges and expenses incurred by the Company or on its behalf in connection with the purchase of foreign currency;

"Rate of Exchange" in relation to any foreign currency in London on the day of the payment of the sum payable by the Guarantor to the Company shall be the rate of exchange of such foreign currency in London on the day of the payment of the sum payable by the Guarantor to the Company as published in the London Financial Times.

foreign currency in London on the day of the payment of the sum payable by the Guarantor to the Company shall be the rate of exchange of such foreign currency in London on the day of the payment of the sum payable by the Guarantor to the Company as published in the London Financial Times.

within such ... notwithstanding any subsequent fluctuation in

17. **Termination**

17.1 The Guarantor shall ... by notice in writing to determine this guarantee at a ... (in as the "Termination Date") not less than <<Insert t ... >> months after the receipt by the Company of such ... e shall cease with respect to all liabilities incurred a ... ons and engagements effected or entered into after ... rovided that the Guarantor shall remain liable hereu

17.1.1 in respect of ... g at the Determination Date, with interest the ... ent at the rate charged by the Company ag

17.1.2 in respect of ... or might arise or become due to the Compan ... connection with any dealing, letter of credit, gu ... transaction or engagement effected or entered in ... termination Date pursuant to any commitment ... assumed or undertaken by the Company to ... Determination Date; and

17.1.3 for all lega ... charges and expenses which the Company n ... or obtaining discharge of such liabilities as

18. **Company's Waiver**

No failure or delay by the C ... y right or remedy shall operate as a waiver thereof nor shall ... exercise or waiver of any right or remedy preclude its further ... ht or remedy.

19. **Severability**

Each of the provisions of ... ble from the others and if at any time one or more of such ... s illegal, invalid or unenforceable, the validity, legality and en ... ning provisions hereof shall not in any way be affected or imp

20. **Assignment by the Comp**

The Company may assign ... parties to participate in the benefit of the whole or any part of

21. **Notice of Demand**

21.1 Without prejudice ... mode of service, any notice or demand shall be d ... properly served on the Guarantor if served personally ... his personal representatives or delivered or sent by ... arable means of communication to the Guarantor at hi ... the Company: in the case of the death of the Guara ... any has been notified in writing of

the grant of probate by will, by post, facsimile or other means, or by his personal representation, any demand left or sent by post, facsimile or other means of communication to the Guarantor or any person best known to the Company shall for all purposes be deemed to have been served on the addressee of such communication at the time of dispatch thereof.

21.2 If posted, any such communication shall be deemed to have been served on the addressee of such communication at the time of dispatch thereof, notwithstanding that it may be returned undelivered and in such event the sender shall be deemed to have been served at the time of dispatch thereof.

22. Clause Headings

Clause Headings are inserted in this Agreement and shall not affect the construction or meaning hereof.

23. Applicable Law and Jurisdiction

23.1 English law shall apply to this Agreement.

23.2 The parties hereby submit to the exclusive jurisdiction of the English Courts.

IN WITNESS WHEREOF this Agreement has been executed the day and year first before written.

SIGNED by
<<Name of Guarantor>>

In the presence of
<<Name & Address of Witness>>

SIGNED by
<<Insert name of person signing for and on behalf of <<Insert Company Name>>>

In the presence of
<<Name & Address of Witness>>

SIGNED by
<<Insert Obligor's name>>

In the presence of
<<Name & Address of Witness>>