

THIS GUARANTEE is given this <<Insert Date>> <<Insert Month>> <<Insert Year>>

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

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

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

IT IS AGREED as follows:-

1. Definitions and Interpretation

"the Company" shall mean the Company in title and assigns and this guarantee shall remain in full force and effect notwithstanding any change in the name of the Company or its absorption into or merger with another person or the acquisition of all or part of the Company by another person.

"the Guarantor" shall mean the person liable hereunder and his heirs, assigns, administrators, receivers and the receiver or other person lawfully appointed.

"the Obligor" shall mean more 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 their respective personal representatives and the persons from time to time.

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

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

Multiple Obligors Where the Obligor shall where the context so appears 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 in addition to the Company and the Obligor or the Guarantor or the Company and any other person or persons partly induced the Company to grant facilities to the Obligor it was in addition to and/or other than the

**S
A
M
P
L
E**

S

A

M

P

L

E

pers
here
pers
shall
but a
inter
shall

tee would guarantee the liabilities
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

de the plural and vice versa, and
enders.

2. Guarantee

2.1 In consideration of
the Company and
the Company of
obligations whether
may at anytime he
under an Agreement
Agreement"/any A
which the Obligor
whatsoever (includi
Obligor may be or
such liabilities and
assignment of this
liabilities to the Com
or shall from the tim

details of the transaction between
antor guarantees due payment to
discharge of all liabilities and/or
resent or future which are now or
g to the Company by the Obligor
e of Loan Agreement>> ("the Loan
Company and the Obligor or for
o the Company in any manner
obligations owing or for which the
signee of this guarantee whether
rred before or after the date of
nee) and also all obligations and
atured to which the Obligor is now
subject, in all cases:

2.1.1 whether the
in whatever

r jointly with any other person and
er as principal or guarantor, and:

2.1.2 together with
other charg
client) and d
in relation to
the Compan
whether suc

payment and all commission and
s (as between solicitor and own
xpenses incurred by the Company
other security now or later held by
edness or in enforcing payment
red by the Obligor or others.

2.2 The Company shall
the Obligor in the e
against the Guarant

exhausted all its remedies against
Obligor prior to enforcing its rights

3. Certification

A certificate signed by any

as to:-

3.1 the amount at any t

to the Company;

3.2 the fact that an amc

g to the Company;

3.3 any rate of exchange

3.4 any additional amou

as mentioned herein; or

3.5 the amount of any d
of the Company suc

d charges incurred by or on behalf
is guarantee,

S

Shall be conclusive as to the Guarantor of any of the connection with the liabilities

the Company need not inform the and the Obligor in respect of or in

4. **Commencement**

This guarantee shall create its execution and delivery to the first does any act mentioned given. This guarantee shall Obligor ("the Liabilities") and time at which this guarantee

able obligation on the Guarantor on (er) the time at which the Company ration for which this guarantee is all liabilities and obligations of the those liabilities which arise after the

5. **Continuing Security**

5.1 This guarantee shall bankruptcy or insolvency liquidation, incapacity of the Obligor (or a of any further partner shall be additional the Guarantor or and with or prejudice and notwithstanding the

effect notwithstanding the death, rtor or the death, bankruptcy, constitution or in the name or style f any partner or in the introduction all the Liabilities. This guarantee or security now or later held from he Liabilities, and shall not merge or remedy and may be enforced

5.2 This guarantee is a mentioned below) a payment or settlement time to time owing to

subject only to such notice as is ed or affected by any intermediate secure the ultimate balance from obligor.

6. **Incapacity of the Obligor**

Should any purported obligation enforceable would be the unenforceable against the of powers of the Obligor occurs or is capable of security or payment on avoidance under any enacted Company's rights have been reason of any other legal circumstances whether or Obligor is not or ceases to undertaken or purported nevertheless be liable to the and/or obligation as if the s were the principal debtor in see or inquire into the power act on its behalf. The indemnified against all damages Obligor to carry out any such

to the Company which if valid or e be or become wholly or in part y defect in or insufficiency or want rported exercise thereof or there e or invalidity of any assurance, ver including (without limitation) ptpcy or liquidation or because the mitation Acts or otherwise or by ncapacity or any other facts or any or if for any other reason the charge a liability and/or obligation the Obligor the Guarantor shall of that purported (or other) liability nd enforceable and the Guarantor ompany shall not be concerned to officers or employees purporting to es to keep the Company fully s arising from any failure of the

7. **Incapacity of the Guarantor**

The obligations of the Guarantor

discharged, impaired or otherwise

A

M

P

L

E

affected by:

- 7.1 Death, insanity, bankruptcy or other incapacitating event occurring to the Guarantor;
- 7.2 any failure by the Company to provide security at the time agreed to in the Guarantor or any claim or partial invalidity, voidability or unenforceability of a security instrument.

8. Granting of Time

The Guarantor agrees that it will not at any time without discharging or in any way affecting the liability of the Obligor to the Obligor or to any other person any time or induce or assist any person any time or induce or assist any person to issue, negotiate, execute, deliver, or pay any bills, promissory notes or other negotiable instruments or to release or abstain from paying or performing any mortgages, securities or other obligations or against the Obligor or to grant or vary any facilities to or the terms or conditions of any facilities made to the Obligor or to the application of any arrangement with, discharge, release or variation of any claim or enforce payment of any claim or enforce payment of any claim as the Company may think fit. The Guarantor agrees that it will not in any way diminish the validity of this agreement as if originally liable as principal.

9. No Competition

- 9.1 The Guarantor warrants that the Obligor has created no security in favour of the Company as long as any security created in contravention of this clause shall be held by the Company upon request.
- 9.2 Until the Liabilities have been discharged in full (not including payment of a dividend in a liquidation or formal scheme of arrangement of the Company) the Guarantor as between the Guarantor and the Obligor will not demand or accept repayment of any money or claim or prove in competition with the Company in respect of any share in any property of the Obligor or have the benefit of any security now or later held by the Company, and in any event the Guarantor receiving any sums, shall hold the same on trust for the Company.

10. Company's Liability

The Guarantor agrees that it will not in connection with the exercise of any power of sale or lease or charge or assignment of any property given by the Obligor to the Company in support of the Guarantor in relation to the price or rent

obtained or otherwise) by the Guarantor and any liability arising from any breach of any duty or obligation is hereby expressly excluded.

11. Payments to Liquidator

In the event of an order under section 234(2) of the Insolvency Act 1986 directing the Company to pay any sum which is or has been paid by the Company shall be repaid to the Guarantor within seven days of the Company on the faith of the receipt of the sum which by virtue of the order directed to pay to such liquidator having been made or given in satisfaction same shall be subject and liable to payment of such sum from the assets of the Company.

12. Retention of Security in Event of Bankruptcy

The Company shall be at liberty to retain any security held for the liability of the Guarantor for a period of 30 days after the date when all sums that are or may become due to the Company or the commencement of winding up or the event of a bankruptcy, petition for the winding up or the commencement of winding up. No disposition or payment of such security pursuant to any enactment relating to bankruptcy or insolvency shall be a discharge or settlement made on the footing of any such disposition and the Guarantor shall enforce this guarantee and retain the security.

13. Discharge and Substitution

The Guarantor's liability shall not be discharged or affected by the compromise or arrangement sanctioned by the court under section 1 of the Companies Act 1985 or any statutory modification or re-enactment thereof in force at the time being in force (whether the Company has agreed to the compromise or arrangement or not) and where by virtue of any such compromise or arrangement the liability of the Obligor to the Company or on any part of the assets of the Company shall take effect as if the "Obligor" included such other person. Where by virtue of any such compromise or arrangement any person assumes all or any part of the liability of the Obligor to the Company shall not be discharged, released or affected by the compromise or arrangement if the expression the "Obligor" is used in the guarantee shall take effect as if the "Obligor" included such other person.

14. Set Off Against the Company

All monies payable shall be set off against the monies owing by the Company to the Guarantor and if the Obligor is indebted to the Company the Guarantor may demand payment of monies owing to the Guarantor notwithstanding that monies may be owing by the Company to the Guarantor on another account, as if such other account were a separate account of the Company.

care or other obligations to the Guarantor and any liability arising from any breach of any duty or obligation is hereby expressly excluded.

Company under Sections 151 or 152 of the Insolvency Act 1986 or any statutory modification or re-enactment thereof of the Obligor such sum when the Guarantor and shall be repaid by the Guarantor and shall be repaid by the Guarantor on demand made by or on behalf of the Guarantor of the Obligor to the Company on the faith of the receipt of the sum which by virtue of such order the Company shall be repaid to the Guarantor and accepted by the Guarantor as if the Guarantor had made the same on the express condition that the Guarantor shall not exercise the Company's right to recover the same from the assets of the Company.

security held for the liability of the Guarantor for a period of 30 days after the date when all sums that are or may become due to the Company or the commencement of winding up or the event of a bankruptcy, petition for the winding up or the commencement of winding up. No disposition or payment of such security pursuant to any enactment relating to bankruptcy or insolvency shall be a discharge or settlement made on the footing of any such disposition and the Guarantor shall enforce this guarantee and retain the security.

or affected by the compromise or arrangement sanctioned by the court under section 1 of the Companies Act 1985 or any statutory modification or re-enactment thereof in force at the time being in force (whether the Company has agreed to the compromise or arrangement or not) and where by virtue of any such compromise or arrangement the liability of the Obligor to the Company or on any part of the assets of the Company shall take effect as if the "Obligor" included such other person. Where by virtue of any such compromise or arrangement any person assumes all or any part of the liability of the Obligor to the Company shall not be discharged, released or affected by the compromise or arrangement if the expression the "Obligor" is used in the guarantee shall take effect as if the "Obligor" included such other person.

nt of set-off in respect of monies owing by the Company to the Guarantor and if the Obligor is indebted to the Company the Guarantor may demand payment of monies owing to the Guarantor notwithstanding that monies may be owing by the Company to the Guarantor on another account, as if such other account were a separate account of the Company.

S
A
M
P
L
E

S

15. **Withholdings**

All payments to be made to the Company at its registered office shall be made to the Company at its registered office immediately available funds and without deduction for any bank charges, transfer charges, taxes, duties, charges, fees, deductions, or withholdings, conditions or restrictions. If the Guarantor is obliged by law to make any such deduction or payment the amount due from the Guarantor in respect of such liability shall be increased to the extent necessary to ensure that after the making of such deduction the Company receives a net amount equal to the amount it would have received had no such deduction been required to be made. Any additional amount payable under this clause shall not be treated as interest but as agreed commercial interest.

The Company shall be made to the Company at its registered office immediately available funds and without deduction for any bank charges, transfer charges, taxes, duties, charges, fees, deductions, or withholdings, conditions or restrictions. If the Guarantor is obliged by law to make any such deduction or payment the amount due from the Guarantor in respect of such liability shall be increased to the extent necessary to ensure that after the making of such deduction the Company receives a net amount equal to the amount it would have received had no such deduction been required to be made. Any additional amount payable under this clause shall not be treated as interest but as agreed commercial interest.

A

16. **Foreign Currency**

16.1 In this clause;

"Foreign Currency"

any currency other than sterling;

"Sterling Price Paid"

the amount of sterling which the Company pays or becomes liable to pay to the Company or not it includes the premium over the sterling price paid or the rate of exchange and includes all expenses incurred or incurable by the Company in its behalf in connection with the purchase of the foreign currency;

"Rate of Exchange"

the rate of exchange of the foreign currency in London on the relevant date and the same includes any premium as aforesaid.

16.2 If all or part of the Liabilities are payable in a foreign currency then:-

the Liabilities shall be payable in a foreign currency then:-

16.2.1 the liability of the Company to pay to the Company the full amount in the currency in which the Liabilities are payable (or its sterling equivalent);

the liability of the Company to pay to the Company the full amount in the currency in which the Liabilities are payable (or its sterling equivalent);

16.2.2 if the Guarantor is obliged by law to make any such deduction or payment the amount due from the Guarantor in respect of such liability shall be increased to the extent necessary to ensure that after the making of such deduction the Company receives a net amount equal to the amount it would have received had no such deduction been required to be made. Any additional amount payable under this clause shall not be treated as interest but as agreed commercial interest.

the amount due as aforesaid the Company shall be obliged to give notice to the Guarantor purchase of the foreign currency hereafter so much of the foreign currency as is due to the Company by it to cover its position and the sterling price paid and the Guarantor's liability to indemnify it against the sterling price paid and if the Guarantor's liability to indemnify it is substituted for the liability under paragraph 16.2.1 in respect of the amount of the foreign currency.

16.2.3 if in any case the Company is obliged to pay to the Company the full amount in the currency in which the Liabilities are payable (or its sterling equivalent) the Company shall be obliged to give notice to the Guarantor purchase of the foreign currency hereafter so much of the foreign currency as is due to the Company by it to cover its position and the sterling price paid and the Guarantor's liability to indemnify it against the sterling price paid and if the Guarantor's liability to indemnify it is substituted for the liability under paragraph 16.2.1 in respect of the amount of the foreign currency.

the Company shall be obliged to pay to the Company the full amount in the currency in which the Liabilities are payable (or its sterling equivalent) the Company shall be obliged to give notice to the Guarantor purchase of the foreign currency hereafter so much of the foreign currency as is due to the Company by it to cover its position and the sterling price paid and the Guarantor's liability to indemnify it against the sterling price paid and if the Guarantor's liability to indemnify it is substituted for the liability under paragraph 16.2.1 in respect of the amount of the foreign currency.

M

P

L

E

S

exceeds the
Guarantor s

uarantor as aforesaid then the
nd against the difference;

16.2.4 if for the pur
convert a su
currency ("the
rate of exc
currency wi
time>> on t
judgment is
the Compan
(or any prop
amount of t
purchased f
the same p
and notwith
first currency

ent in any court it is necessary to
("the first currency") into another
e conversion shall be made at the
ompany may purchase the first
in London at or about <<Insert
ding the day on which the final
e business day following receipt by
y of any sum adjudged to be due
urchases the first currency with the
received and the first currency so
ginally due in the first currency (or
agrees as a separate obligation
ent to pay to the Company in the
ch shortfall;

16.2.5 all monies re
this guarant
currency as
the obligati
of currency
which such r

ompany from the Obligor or under
me be converted into such other
s necessary or desirable to cover
Obligor in that currency at the rate
ncy acquired with the currency in

17. Termination

The Guarantor shall be e
guarantee at a date (the
months after the receipt by
with respect to all liabilities
effected or entered into aft
remain:-

written notice to determine this
less than <<Insert time period>>
notice. This guarantee shall cease
s, transactions and engagements
provided that the Guarantor shall

17.1 in respect of all Lia
until actual payment
and

the Termination Date, with interest
the Company against the Obligor:

17.2 in respect of all Li
Company from the
guarantee, bond or
either prior to the T
implied, assumed o
Termination Date; a

might arise or become due to the
with any dealing, letter of credit,
engagement effected or entered into
nt to any commitment, express or
company to the Obligor prior to the

17.3 for all legal and oth
incur in enforcing o

expenses which the Company may
such liabilities as aforesaid.

18. Company's Waiver

Neither failure nor delay b
operate as a waiver. Neith
any right nor remedy preclu

cising any right nor remedy shall
any partial exercise nor waiver of
any other right or remedy.

19. Severability

Each of the provisions of
legality and enforceability o
affected or impaired ther

able from the others. The validity,
ns hereof shall not in any way be
one or more of such provisions

A

M

P

L

E

S

becomes illegal, invalid or

20. **Assignment by Company**

The Company may assign of the whole or any part of

parties to participate in the benefit

21. **Notice of Demand**

21.1 Without prejudice demand shall be d served personally delivered or sent communication to the the case of the de notified in writing demand left or se communication to the last known to the demand.

mode of service, any notice or properly served on the Guarantor if his personal representatives or or other comparable means of ess last known to the Company: in and until the Company has been or letters of administration, any or other comparable means of onal representative at his address purposes be deemed a sufficient

21.2 If posted, any such on the addressee of posting notwithstanding proving such service was properly addressed of communication dispatch thereof.

be deemed to have been served business day following the day of ed or returned undelivered and in prove that the notice or demand facsimile other comparable means ave been served at the time of

22. **Applicable Law and Juris**

22.1 English law shall ap

greement.

22.2 The parties hereby Courts.

clusive jurisdiction of the English

IN WITNESS WHEREOF this Ag before written.

executed the day and year first

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 Com

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

SIGNED by <<Insert Obligor's name>>

A

M

P

L

E

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

S

A

M

P

L

E