

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 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 lawfully appointed to receive the same.

"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 carrying on the business of the Obligor.

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

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

Multiple Obligors Where the Obligor shall where the context so admits include all or any of them 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 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

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
p the Company in any manner
obligations owing or for which the
signee of this guarantee whether
rred before or after the date of
gnee) 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 c
in relation to
the Compan
whether suc

payment and all commission and
s (as between solicitor and own
expenses incurred by the Company
other security now or later held by
edness or in enforcing payment
rred 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
- 3.2 the fact that an amc
- 3.3 any rate of exchange
- 3.4 any additional amou
- 3.5 the amount of any d
of the Company suc

to the Company;

gor to the Company;

as mentioned herein; or

d charges incurred by or on behalf
is guarantee,

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 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 inc liquidation, incapacity of the Obligor (or a of any further partner shall be additional the Guarantor or an with or prejudice and notwithstanding the

and effect notwithstanding the death, ntor 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 incapacity 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

affected by:

- 7.1 Death, insanity, bankruptcy or incapacitating event occurring to the Guarantor;
- 7.2 any failure by the Company to discharge the Liabilities any security at the time agreed to be provided by the Company and the Obligor, the Guarantor or any other person or partial invalidity, voidability or unenforceability of any security.

8. Granting of Time

The Guarantor agrees that in any way affecting the liability of any person any time or indulgence in negotiable instruments or release or abstain from payment of mortgages, securities or other facilities to or the terms or conditions to the application of any arrangement with, discharge, release or concur in accepting or varying a claim or enforce payment of any sum as the Company may think fit. The Company with reference to this shall not diminish the validity of this as if originally liable as principal.

any time without discharging or in any way affecting the liability of any person any time or indulgence in bills, promissory notes or other negotiable instruments or release or abstain from payment of mortgages, securities or other facilities to or the terms or conditions to the application of any arrangement with, discharge, release or concur in accepting or varying a claim or enforce payment of any sum as the Company may think fit. The Company with reference to this shall not diminish the validity of this 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 relation to the price or rent of any share in any property of the Obligor or have the benefit of any security now or later held by the Guarantor receiving any sums, and in any event the same on trust for the Company.

10. Company's Liability

The Guarantor agrees that in connection with the exercise of any power of sale or lease of any property given by the Obligor to the Company in support of the Liabilities the Guarantor will not demand or accept repayment of any money or claim or prove in competition with the Company in relation to the price or rent of any share in any property of the Obligor or have the benefit of any security now or later held by the Guarantor receiving any sums, and in any event the same on trust for the Company.

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 Sections 234(2) of the Insolvency Act 1986 directing the Company to pay a sum to the liquidator, any sum so paid by the Company shall be repaid to the Guarantor within seven days of the Company on the faith of the order of the sum which by virtue of the order directed to pay to such liquidator having been made or given in satisfaction of the 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 14 days after the date when the sum becomes due to the Company or the commencement of winding up of the Company. No disposition or payment of the sum to the Guarantor to bankruptcy or insolvency shall be a discharge 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 by any arrangement sanctioned by the court under any statutory modification or re-enactment relating to bankruptcy or liquidation of the Company has agreed to the arrangement in writing. Where by virtue of any such compromise or arrangement the liability of the Company or on any part of the property of the Company the guarantee shall take effect as if the person assumes all or any part of the liability of the person shall not be discharged, released or satisfied by the expression the "Obligor".

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 from the Obligor notwithstanding that monies may be owing by the Company to the Guarantor on another account, as if such other monies were owing to the Guarantor on the same account.

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 234(2) of the Insolvency Act 1986 directing the Company to pay a sum to the liquidator of the Obligor such sum when paid by the Company shall be repaid to the Guarantor and shall be repaid by the Company on the faith of the order of the sum which by virtue of the order directed to pay to such liquidator having been made or given in satisfaction of the same shall be subject and liable to payment of such sum from the assets of the Company.

security held for the liability of the Guarantor for a period of 14 days after the date when the sum becomes due to the Company or the commencement of winding up of the Company. No disposition or payment of the sum to the Guarantor to bankruptcy or insolvency shall be a discharge 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 Companies Act 1985 or any statutory modification or re-enactment relating to bankruptcy or liquidation of the Company has agreed to the arrangement in writing. Where by virtue of any such compromise or arrangement the liability of the Obligor to the Guarantor or on any part of the property of the Obligor the liability of the Obligor and the Company any sum so paid by the Company shall be repaid to the Guarantor and shall be repaid by the Company on the faith of the order of the sum which by virtue of the order directed to pay to such liquidator having been made or given in satisfaction of the same shall be subject and liable to payment of such sum from the assets of the Company.

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 from the Obligor notwithstanding that monies may be owing by the Company to the Guarantor on another account, as if such other monies were owing to the Guarantor on the same account.

15. **Withholdings**

All payments to be made to the Company at its registered office shall be made out of an immediately available fund and without deduction for any bank charges, fees, 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 paid by the Guarantor shall not be treated as interest but as agreed commercial interest.

The Company shall be made to the Company at its registered office it may from time to time direct in writing to the Guarantor to pay and without deduction for any bank charges, fees, 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 paid by the Guarantor shall not be treated as interest but as agreed commercial interest.

16. **Foreign Currency**

16.1 In this clause;

"Foreign Currency"

any currency other than sterling;

"Sterling Price Paid"

the premium which the Company pays or becomes liable to pay for or not it includes the premium over the base rate of exchange and includes all expenses incurred or incurable by the Company on 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 payable by the Company.

16.2 If all or part of the Liabilities are payable in Foreign Currency then:-

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 Company shall be liable 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 paid by the Guarantor shall not be treated as interest but as agreed commercial interest.

the amount due as aforesaid the Company shall be liable to pay 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 if the Guarantor's liability to indemnify it is substituted for the liability under this paragraph 16.2.2 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 liable to pay to the Company the full amount in the currency in which the Liabilities are payable (or its sterling equivalent);

entitled to and does pay the sterling equivalent of the Foreign Currency which is due to the Company as the sterling price paid and if the Company has already purchased foreign currency the sterling price paid by it therefor

exceeds the
Guarantor shall

16.2.4 if for the purpose of
convert a sum of money in the
currency ("the first currency") into another
currency ("the second currency") the
rate of exchange of the first currency with
the second currency will be determined
at the time of the receipt of the sum of
money by the Company or any person
acting on behalf of the Company (or any person
acting on behalf of the Company) the amount of the
sum of money purchased for the first currency
shall be the same as the amount of the sum of
money and notwithstanding the fact that the
first currency is not the same as the second

16.2.5 all monies received by the Company from the Obligor or under
this guarantee shall be converted into such other
currency as may be necessary or desirable to cover
the obligation of the Obligor in that currency at the rate
of exchange of the first currency with the second
currency which such rate shall be determined

17. Termination

The Guarantor shall be bound by this
guarantee at a date (the "Termination Date")
months after the receipt by the Company of
written notice to determine this
with respect to all liabilities, transactions and
engagements effected or entered into after the
Termination Date; and

17.1 in respect of all Liabilities of the Obligor
until actual payment of the sum of money
and

17.2 in respect of all Liabilities of the Obligor
Company from the date of the receipt of the
guarantee, bond or other security, whether
either prior to the Termination Date or
implied, assumed or otherwise, until the
Termination Date; and

17.3 for all legal and other expenses which the
Company may incur in enforcing or

18. Company's Waiver

Neither failure nor delay by the Company in
operating as a waiver. Neither shall the
any right nor remedy be precluded by the

19. Severability

Each of the provisions of this document shall be
legality and enforceability of the provisions of
affected or impaired thereby.

Guarantor as aforesaid then the
and against the difference;

if in any court it is necessary to
("the first currency") into another
the conversion shall be made at the
the Company may purchase the first
in London at or about <<Insert time period>>
the day on which the final
the business day following receipt by
of any sum adjudged to be due
purchases the first currency with the
received and the first currency so
originally due in the first currency (or
agrees as a separate obligation
to pay to the Company in the event of
such shortfall;

Company from the Obligor or under
me be converted into such other
as necessary or desirable to cover
Obligor in that currency at the rate
of exchange of the first currency with the second
currency acquired with the currency in

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

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

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

expenses which the Company may
such liabilities as aforesaid.

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

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

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 t
the case of the de
notified in writing o
demand left or se
communication to t
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 o
posting notwithstan
proving such servic
was properly addre
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 f
for and on behalf of <<Insert Com

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

SIGNED by
<<Insert Obligor's name>>

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

S
A
M
P
L
E