

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 and the amount the Supplier can ask you to pay is not limited.

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 GOODS (UNLIMITED)

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 supply and deliver to << Full Name of Supplier's customer >> (the "Principal") of << Principal's Address >> goods ("Trade Goods") for the << insert details of Principal's business >> business carried on by the Principal at << insert principal business address of Principal >>
- B. The Principal wishes to purchase, receive and pay for the Trade Goods which the Principal requests the Supplier to supply and deliver to the Principal
- C. The Guarantor is [a director][the main shareholder][parent company][spouse] [<< describe other connection or relationship with Principal>>] of the Principal
- D. The Guarantor agrees to enter into this Deed at the request of the Principal, to provide an unlimited guarantee of payment for such Trade Goods as are supplied from time to time by the Supplier on and after the date of this Deed as a condition of and in consideration of the Supplier supplying the Trade Goods to the Principal

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 Trade Goods 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 all Trade Goods that from time to time the Supplier may supply and deliver to the Principal at the Principal's request
2. If the Principal shall make default in payment when due of the amounts payable to the Supplier for the Trade Goods supplied referred to in Clause 1 above, the Guarantor shall immediately on demand in writing by the Supplier unconditionally pay to the Supplier an amount equal to all of 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 Trade Goods supplied by the Supplier to the Principal according to the terms agreed between the Supplier and the Principal
3. This Deed is to be a continuing guarantee to the Supplier for the whole debt that is contracted with the Supplier by the Principal in respect of Trade Goods supplied and delivered by the Supplier to the Principal
4. Without prejudice to Clauses 1 to 3 above, as an independent and primary obligation the Guarantor hereby unconditionally and irrevocably agrees to indemnify and keep indemnified the Supplier against all and any losses, costs, claims, liabilities,

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damages, demands and expenses incurred by the Principal in connection with the Principal's obligations to the Supplier, but not limited to, where the Principal fails to make payment of any amount in respect of the Supplier, or where any agreement is unenforceable, or any amount payable by the Principal for any other reason.

5. All dividends, compositions or from the Principal's estate or otherwise, are to be taken by the Supplier making any deduction and the Guarantor's right to be paid in respect of any claim against the Supplier shall not arise until the Supplier has paid the full amount of all of the Supplier's claims against the Principal.

6. The Guarantor consents to the Supplier discharging or impairing the Guarantor's liability under this Deed in its absolute discretion, and without the need for the Guarantor's consent from the Guarantor.

6.1 varying any agreement for the supply of Trade Goods or the

6.2 refusing further credit to the Principal;

6.3 granting to the Principal any remission of payment, time, performance or forbearance (whether as to

6.4 compounding with the Principal;

7. In order to give effect to this Deed as though the Guarantor were the Supplier

8. The Guarantor's liability under this Deed shall not be discharged or impaired or affected by anything which would not affect the liability of a guarantor, were they their own obligations to pay the debts of another as if

9. Unless and until a notice is given in writing with Clause 10 below, this Deed shall have full force and effect notwithstanding the death, bankruptcy, insolvency, receivership or incapacity of the Principal or Supplier, or any change in the constitution, name or status of the Supplier or Guarantor

10. The Guarantor or its/his/her personal representative shall be entitled at any time to revoke this Deed by notice in writing. The Deed shall be terminated <<state period, e.g. 3 months>> ("Notice Period") after the Supplier [or the Supplier's duly authorised agent] of such notice is received. The Deed shall cease with respect to all liabilities incurred and transactions entered into after the expiry of the Notice Period but shall remain in effect for all liabilities incurred and transactions entered into prior to the expiration of the Notice Period

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

12. The parties hereby irrevocably and exclusively submit themselves to the jurisdiction of the courts of England & Wales shall have

incurred by the Supplier arising from the Principal's obligations as varied from time to time in connection with the supply of Trade Goods from the Supplier, including, but not limited to, where the Principal fails to make payment of any amount in respect of the Supplier, or where any agreement is unenforceable, or any amount payable by the Supplier from the Principal.

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Principal;

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declares that the Supplier may act

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IN WITNESS whereof the parties
day and year first above written

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signed:

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In the presence of

Witness Full Name :

Address:

Occupation :

Signature:

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OR

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In the presence of

Witness Full Name :

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