

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 SERVICES (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 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 an unlimited guarantee of payment for the said [Works][Services]

IT IS NOW AGREED as follows

1. In the event of default by the [Works][Services] as follows. [Works][Services] shall guarantee and be answerable to the Principal for the [Works][Services] carried out for the Principal's requests from

2. If the Principal shall make default in the payment of any amounts payable to the Supplier under the terms of a [Works][Services] contract entered into by the Principal for any [Works][Services] carried out by the Supplier for the Principal, the Supplier unconditionally and irrevocably agrees to indemnify the Principal to the Supplier, in full, for any loss, damage, neglect or omission on the part of the Principal in connection with the [Works][Services] carried out by the Supplier for the Principal.

3. This Deed is to be a continuing guarantee for the whole debt that is contracted with the Supplier for the [Works][Services] carried out by the Supplier for the Principal.

4. Without prejudice to Clause 3, the Guarantor hereby unconditionally and irrevocably agrees to indemnify the Supplier against all and any losses, damages, demands and expenses suffered or incurred by the Supplier in connection with the [Works][Services] from the Supplier's failure of the Principal to perform any of its obligations as varied by the Principal to either make the [Works][Services] or to meet its obligations are or become irrecoverable by the Supplier.

5. All dividends, compositions and payments from the Principal's estate, whether or not taken and applied by the Supplier in respect of any claim arising from the [Works][Services] to the Supplier in respect of the [Works][Services] shall not arise until the Supplier has received the full payment of the [Works][Services] from the Principal.

6. The Guarantor consents to the Supplier's liability under this Deed, at all times, without either giving any notice to the Guarantor:

6.1 varying any agreement entered into by the Principal for the [Works][Services] or the [Works][Services] carried out by the Supplier for the Principal;

6.2 refusing further credit to the Principal for the [Works][Services] carried out by the Supplier for the Principal;

6.3 granting to the Principal any indulgence, payment, time, performance or forbearance (whether as to the [Works][Services] or the [Works][Services] carried out by the Supplier for the Principal).

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Supplier agrees to pay the Supplier for the said [Works][Services] and unconditionally agrees to indemnify the Supplier for the [Works][Services] and unconditional payment by the Supplier for the Principal pursuant to the terms of such agreement for

of any amounts payable to the Supplier under the terms of a [Works][Services] contract entered into by the Principal for any [Works][Services] carried out by the Supplier for the Principal, the Supplier unconditionally and irrevocably agrees to indemnify the Principal to the Supplier, in full, for any loss, damage, neglect or omission on the part of the Principal in connection with the [Works][Services] carried out by the Supplier for the Principal.

for the whole debt that is contracted with the Supplier for the [Works][Services] carried out by the Supplier for the Principal.

Without prejudice to Clause 3, the Guarantor hereby unconditionally and primary obligation the Supplier against all and any losses, damages, demands and expenses suffered or incurred by the Supplier in connection with the Principal purchasing the [Works][Services] from the Supplier, where there is any failure of the Principal to perform any of its obligations as varied by the Principal to either make the [Works][Services] or to meet its obligations are or become irrecoverable by the Supplier.

the Supplier from the Principal or the Principal's estate, whether or not taken and applied by the Supplier in respect of any claim arising from the [Works][Services] to the Supplier in respect of the [Works][Services] shall not arise until the Supplier has received the full payment of the [Works][Services] from the Principal.

arguing or impairing the Guarantor's liability under this Deed, at all times, without either giving any notice to the Guarantor:

and the Principal to carry out the [Works][Services] or the [Works][Services] carried out by the Supplier for the Principal;

[Works][Services] to the Principal; or

for forbearance (whether as to the [Works][Services] or the [Works][Services] carried out by the Supplier for the Principal).

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Witness Full Name :

Address:

Occupation :

Signature: (Witness)

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 >> (to sign here)]

AND

[EXECUTED as a DEED by

[<< Print Full Name of Individual with

signed: (Secretary)]

In the presence of

Witness Full Name :

Address:

Occupation :

Signature: (Witness)

OR

[EXECUTED as a DEED by

<< Print Full Name of Supplier Company

Acting by

<< Print Full Name of Director>> (Dire

and

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

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