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:

<<Insert full name of 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 but there is a limit to the amount the Supplier can ask you to pay - there are details about this limit in Clause 1.

Please sign and return this Note with the Deed signed by you to confirm it.	that you have read
(signed)	

DEED OF GUARANTEE FOR A SINGLE SUPPLY OF GOODS (LIMITED)

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 >> particular goods (the "Trade Goods") and the Principal wishes to receive the 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 Trade Goods and their price are itemised in a [Purchase][Sale] [Order][Agreement] to be [signed][accepted] by the Supplier upon execution and delivery of this Deed by the Guarantor
- 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 and as a condition of and in consideration of the Supplier supplying the Trade Goods to the Principal (under the terms of the [Purchase][Sale] [Order][Agreement]) on or after the date of this Deed, in order to provide to the Supplier a limited guarantee of payment for the said Trade Goods

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 the Trade Goods that the Supplier supplies and delivers to the Principal pursuant to the [Purchase][Sale] [Order][Agreement]) but so that the liability of the Guarantor under this Deed shall not exceed in aggregate the sum of << £>>
- 2. Subject to the limit stated in Clause 1 above, if the Principal shall make default in payment when due of the amount[s] payable to the Supplier (being the amount[s] set out in the [Purchase][Sale] [Order][Agreement], the Guarantor shall immediately on demand in writing by the Supplier unconditionally pay to the Supplier an amount equal to the amount[s] 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 of the Trade Goods supplied by the Supplier to the Principal according to the terms of the [Purchase][Sale] [Order][Agreement]
- 3. This Deed is to be a guarantee to the Supplier (subject to the limit stated in Clause 1

above) for the whole deb respect of Trade Goods so for the avoidance of doubt so much of it as equals the above

- 4. Without prejudice to Claus above, as an independent unconditionally and irrevorsupplier against all and an expenses suffered or incurperform any of its obligate Principal purchasing the Transfer there is any failure to in respect of any of the Transfer any of such obligation amount or liability is irrecorreason.
- or from the Principal's esta
 to be taken and applied be
 any deduction in respect of
 right to be subrogated to to
 payments shall not arise u
 Supplier's claims against the
- 6. The Guarantor consents Guarantor's liability under discretion, and without eit consent from the Guaranto
 - 6.1 varying the [Purcha Principal to suppl [Purchase][Sale] [O
 - **6.2** refusing further cre
 - **6.3** granting to the Prir payment, time, perf
 - **6.4** compounding with
- 7. In order to give effect to the as though the Guarantor w
- 8. The Guarantor's liability useffected by anything which not affect the liability of a they were their own obligat
- 9. This Deed shall remain in compulsory or voluntary li Guarantor or Principal or S the Principal or Supplier or
- 10. The Guarantor or its/his/he death, his/her personal re and (notwithstanding any properties to have effect)

the Supplier by the Principal in the Supplier to the Principal and, irity for the whole debt and not for the Guarantor stated in Clause 1

ject to the limit stated in Clause 1 ligation the Guarantor hereby nnify and keep indemnified the iabilities, damages, demands and ing from failure of the Principal to e to time in connection with the pplier, including, but not limited to, make due payment of any amount other liabilities to the Supplier, or I, invalid or unenforceable, or any from the Principal for any other

by the Supplier from the Principal n or bankruptcy or otherwise, are ents without the Supplier making or this Deed; and the Guarantor's f such dividends, compositions or eived the full amount of all of the

ut discharging or impairing the r times at the Supplier's absolute the Guarantor or receiving any

ent] between the Supplier and the mode of performance of the

cipal; or

me or forbearance (whether as to wsoever) or other indulgence; or

leclares that the Supplier may act

ot be discharged or impaired or the liability of a guarantor, would to pay the debts of another as if

thstanding the death, bankruptcy, receivership or incapacity of the the constitution, name or style of

or in the event of the Guarantor's to be entitled to revoke this Deed by the Guarantor) this Deed shall ed by the Principal under the

[Purchase][Sale] [Order][Ad

- This Deed and any dispute matter shall be governed b Wales.
- **12.** The parties hereby irrevod exclusive jurisdiction in res

IN WITNESS whereof the parties day and year first above written

[EXECUTED as a DEED by

<< Print Full Name of Individual wh

signed:

In the presence of

OR

[EXECUTED as a DEED by

<< Print Full Name of Guarantor C

Acting by

<< Print Full Name of Director>> ([

and

<< Print Full Name of Director/Sec

<u>AND</u>

[EXECUTED as a DEED by

[<< Print Full Name of Individual w

signed:

In the presence of

Witness Full Name :

Address:
Occupation:

Signature:

OR

[EXECUTED as a DEED by

<< Print Full Name of Supplier Cor

of or in connection with its subject rdance with the laws of England &

ts of England & Wales shall have y of its subject matter

ered this document as a deed the

ntor]

ary): (to sign here)]

er] Acting by

<< Print Full Name of Director>> (I and

<< Print Full Name of Director/Sec

S

ary): (to sign here)]