

Where the Guarantor is an individual acting for the 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 of 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 that you have read it.

(signed)

<<Insert full name of Guarantor >>

DEED OF GUARANTEE FOR A SINGLE SUPPLY OF SERVICES (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 [carry out a particular project][carry out certain [works][services]] for << Full Name of Supplier's customer >> (the "Principal") of << Principal's Address >> (the "[Project][Works][Services]") and the Principal wishes the [Project][Works][Services] to be carried out for the << insert details of Principal's business >> business carried on by the Principal at << insert principal business address of Principal >>
- B. The details of the [Project][Works][Services] Goods and their price are set out 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 carrying out the [Project][Works][Services] for 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 [Project][Works][Services]

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 [Project][Works][Services] 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 [Project][Works][Services] that the Supplier carries out for 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 [Project][Works][Services] carried out by the Supplier to the Principal according to the terms of the [Purchase][Sale] [Order][Agreement]

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3. This Deed is to be a guarantee (subject to the limit stated in Clause 1 above) for the whole debt of the Principal to the Supplier by the Principal in respect of the [Project][Works] and, for the avoidance of doubt, not for so much of it as is secured by the security of the Guarantor stated in Clause 1 above

subject to the limit stated in Clause 1 above) for the whole debt of the Principal to the Supplier by the Principal in respect of the [Project][Works] and, for the avoidance of doubt, not for so much of it as is secured by the security of the Guarantor stated in Clause 1 above

4. Without prejudice to Clause 3 above, as an independent obligation the Guarantor hereby irrevocably and unconditionally and irrevocably indemnify and keep indemnified the Supplier against all and any losses, liabilities, damages, demands and expenses suffered or incurred by the Supplier in performing any of its obligations to the Principal purchasing the [Project][Works] not limited to, where there is a claim against the Guarantor of any amount in respect of such losses, liabilities to the Supplier, or where such losses, liabilities are or become illegal, void, unenforceable, or unenforceable from the Principal for any other reason

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5. All dividends, compositions or payments made or from the Principal's estate or otherwise to be taken and applied by the Guarantor without any deduction in respect of such dividends, compositions or payments shall not arise unless the full amount of the Supplier's claims against the Principal has been paid

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6. The Guarantor consents to the Supplier, in its discretion, and without the Guarantor's consent from the Guarantor

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6.1 varying the [Purchase Agreement] between the Supplier and the Principal to carry out the [Project][Works] or the mode of performance of the [Project][Works]; or

varying the [Purchase Agreement] between the Supplier and the Principal to carry out the [Project][Works] or the mode of performance of the [Project][Works]; or

6.2 refusing further credit to the Principal or

refusing further credit to the Principal or

6.3 granting to the Principal any extension of payment, time, performance or

granting to the Principal any extension of payment, time, performance or forbearance (whether as to payment, time, performance or otherwise) or other indulgence; or

6.4 compounding with the Principal or

compounding with the Principal or

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

The Guarantor declares that the Supplier may act as though the Guarantor were a guarantor

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 if they were their own obligations

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9. This Deed shall remain in full force and effect notwithstanding the death, bankruptcy, insolvency, receivership or incapacity of the Guarantor or Principal or Supplier or any change in the constitution, name or style of the Principal or Supplier or

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10. The Guarantor or its/his/her personal representatives shall not be entitled to revoke this Deed

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and (notwithstanding any p
continue to have effect
[Purchase][Sale] [Order][Ag

by the Guarantor) this Deed shall
ed by the Principal under the

11. This Deed and any dispute
matter shall be governed b
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of or in connection with its subject
rdance with the laws of England &

12. The parties hereby irrevoc
exclusive jurisdiction in res

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y of its subject matter

IN WITNESS whereof the parties
day and year first above written

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[EXECUTED as a DEED by

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signed:

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In the presence of

Witness Full Name :

Address:

Occupation :

Signature:

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OR

[EXECUTED as a DEED by

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Acting by

<< Print Full Name of Director>> (D

and

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ary): (to sign here)]

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AND

[EXECUTED as a DEED by

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In the presence of

Witness Full Name :

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OR

[EXECUTED as a DEED by

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Acting by

<< Print Full Name of Director>> (Director)

and

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

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