

Where the Guarantor is an individual acting for purposes wholly 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 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 ONGOING 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 >> 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 a limited 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 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 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 (subject to the limit stated in Clause 1 above) 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 and, for the avoidance of doubt, is to be treated as security for the whole debt and not for so much of it as equals the limit of the liability of the Guarantor

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

of or in connection with its subject matter shall be governed by the law of England & Wales.

12. The parties hereby irrevocably and exclusively agree that the courts of England & Wales shall have exclusive jurisdiction in respect of any dispute arising out of or in connection with its subject matter.

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IN WITNESS whereof the parties have hereunto set their hands and seals on the day and year first above written

ered this document as a deed the day and year first above written

[EXECUTED as a DEED by

<< Print Full Name of Individual who is the Guarantor]

signed:

ntor]

In the presence of

Witness Full Name :

Address:

Occupation :

Signature:

A

M

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>> (Secretary): (to sign here)]

ary): (to sign here)]

AND

[EXECUTED as a DEED by

[<< Print Full Name of Individual who is the Guarantor]

signed:

er]

In the presence of

Witness Full Name :

Address:

Occupation :

Signature:

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OR

[EXECUTED as a DEED by

<< Print Full Name of Supplier Company]

Acting by

E

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

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

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