If the Guarantor is not a company, and is not an individual acting in the course of his business, include the following words on a cover page accompanying the Deed given by the Beneficiary to the Guarantor to sign.

Warning to the Guarantor:

This Deed of Guarantee is an important document.

The Beneficiary 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 meet liabilities] of the party defined in it as the "Contractor", if the Contractor does not do so, and you will have other obligations as well. Your commitment to pay will be unconditional and the amount the Beneficiary 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 – INDIVIDUAL'S/COMPANY'S GUARANTEE OF PERFORMANCE BY CONTRACTOR OF A PARTICULAR CONTRACT (UNLIMITED)

THIS DEED is made this <<Insert day>> of <<Insert Month>> of <<Insert Year>>

BETWEEN

[<<Insert name of individual>> of <<Insert address>> and his personal representatives and the receiver or other person lawfully acting on his behalf]

OR [<<Insert company name>> a company incorporated in England & Wales under number <<Insert number>> whose registered office address is at <<Insert address>> and its successors and assigns] ("the Guarantor")

AND

<<Insert name of client or customer of the Contractor>> [of <<Insert client or customer's principal business address>>] **OR** [a company incorporated in England & Wales under number <<Insert number>> whose registered office address is at <<Insert client or customer's registered office address>>] and its successors and assigns ("the Beneficiary")

AND

<<Insert Sole Trader's Full Name>> a self-employed [sole trader][consultant][contractor] trading as <<Insert Business Name>> whose principal place of business is at <<Insert address>> and his/her successors and assigns ("the Contractor")

RECITALS:

- A. The Beneficiary and the Contractor are to enter into the Contract as defined below
- B. The Beneficiary requires, as a condition of it entering into the Contract, a performance guarantee and indemnity in respect of the Contract
- C. The Guarantor has [no financial or commercial interest in or connection with the Contractor but] [an [interest in][[connection][relationship] with] the Contractor, namely <<Describe the interest or connection or relationship>> and therefore] has agreed to provide such a guarantee of and indemnity for the Contractor's performance and liabilities

THE PARTIES HEREBY AGREE as follows:-

1. Definitions

"the Contract"	means an agreement [a draft copy of which is attached] to be entered into between the Contractor and the Beneficiary under which the Contractor is to [execute and complete [a project] [certain works] for] [provide certain [goods and][services] to the Beneficiary
"the Guaranteed Obligations"	means all obligations of or owed by, the Contractor to the Beneficiary under the Contract
"the Guaranteed Liabilities"	means all monies, debts and liabilities of any nature owed by the Contractor to the Beneficiary under the Contract or in respect of the Guaranteed Obligations

2. Guarantee and Indemnity

- 2.1 In consideration of irrevocably and unc as a primary obligation
 - 2.1.1 the Contrac Obligations demand of Liabilities as
 - 2.1.2 if the Cont Guarantor w the breach a

but the Guarantor Clauses 2.1.1 and imposed on the Cor

- 2.1.3 the Guaran indemnify au claims, liabi incurred by the Guaran and punctua
- 2.2 The Guarantor shal the date of demand judgment) at the ra <<Insert name of b last business day (o each month
- 2.3 The obligations of Guarantor consents Contract and to any Contractor
- 2.4 In the event of de rights against the exhaust all of its rer
- 2.5 This Deed shall be held from the Gua Guaranteed Liabili security or right or r

3. Commencement and Exp

- 3.1 The obligations in Beneficiary entering
- 3.2 This Deed shall co Obligations have be obligations in this I this Deed shall auto

4. Continuing Security etc.

This Deed is a guarantee and the Guaranteed Liabili











into the Contract the Guarantor and undertakes to the Beneficiary surety that:

ally perform all of the Guaranteed I immediately upon first written the Beneficiary the Guaranteed e principal obligor; and

the Guaranteed Obligations, the and of the Beneficiary make good se

bilities or obligations under Subate are any greater than those ct

ten demand of the Beneficiary Beneficiary in full against all costs, uding legal expenses) suffered or the Contractor's breach of any of failure by the Contractor to duly aranteed Obligations

s demanded under this Deed from payment (before as well as after ge rate>> above the base rate of ily basis and compounded on the or general business in London) of

is Deed shall extend to, and the variation of or amendment to the it between the Beneficiary and the

the Beneficiary may enforce its greement without first having to actor

guarantee or security now or later e Guaranteed Obligations or the rge with or prejudice any other rced notwithstanding the same

ence on the Contractor and the ofter the date set out above

date when all of the Guaranteed ntractor or the date when all of the scharged, whichever is later, and uch date

ct of the Guaranteed Obligations alance from time to time owing by

the Contractor to the Bene of payment in whole or par discharged or affected by,

- 4.1 the death, incapa receivership, reorg or style of the Guar
- **4.2** the grant by the forbearance or conby the Beneficiar Obligations or the C

5. Subrogation

- 5.1 At any time when the Guaranteed Obligate Guarantor in the per Guarantor only may
 - 5.1.1 of subrogati
 - 5.1.2 to take the t guarantee o
 - 5.1.3 to prove in t

as permitted by the as a result of the ex same to the Benefic

- 5.2 The Guarantor her the Contractor and payable under this clause on trust for t
- 5.3 Following the taking or any other compr Contractor, the Gu have against the C performed by the G

6. Payments by Guarantor t

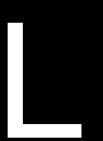
- 6.1 All payments to be
 - 6.1.1. in full withou
 - 6.1.2 free and cle account of a
- 6.2 Any certificate give payable or the an manifest error, be t purposes
- 6.3 If any deduction or respect of any pa increased by the making the deduct net sum equal to th













Guaranteed Liabilities irrespective in full force and effect and not be arantor shall not be affected by:

ency, dissolution, administration, change in the constitution, name r the Beneficiary; or

tractor of any time, indulgence, ding or making of an arrangement in respect of the Guaranteed

performance of any of the nd/or any default by the bligations under this Deed, the ay have:

orce any security or other actor's obligations; or

cy of the Contractor,

d shall hold any amount recovered rust for the Beneficiary and pay the

t has not taken any security from til Beneficiary receives all monies / security taken in breach of this

n with any voluntary arrangement r the benefit of any creditor of the e any right or remedy that it may ny amount paid or other obligation

inder this Deed shall be made:

and

leduction or withholding for or on

e Beneficiary stating the interest Deed shall, in the absence of and against the Guarantor for all

y any applicable law to be made in Deed, the sum payable shall be necessary to ensure that, after Beneficiary receives and retains a re received had no such deduction

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pany of Sole Trader (Unlimited)Page 4

or withholding been

- 6.4 The Guarantor sh amount received by
- 7. Beneficiary's Waiver

Any waiver by the Benef Obligations shall only be el upon the terms and conditi

8. Severability

Any unenforceability of enforceability of any other

9. Assignment by Beneficia

The Beneficiary may assig of the Guarantor or Contra the Guarantor before any s

10. Notices

Any notice or demand give be in writing, served on ar address by post or by han that other party, and marke

11. Applicable Law and Juris

This Deed and the rights a and construed in accorda jurisdiction of the English C

Attach

IN WITNESS whereof each of th Deed the day and year first above

GUARANTOR

[Signed by << Insert name of Guar

[signature of Guarantor]

In the presence of

<<Insert name & address of witne

Occupation:

[signature of witness]

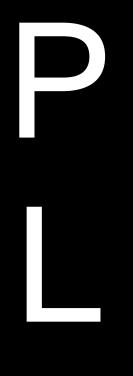
OR

[<<Insert name of Guarantor>> Li









ation by the Beneficiary of any is Deed

his Deed, or of any Guaranteed and then only for the purpose and given

this Deed shall not affect the

d at any time without the consent vided that the Beneficiary notifies

in connection with this Deed shall either at that other party's above ail address previously provided by ttention

ties under it shall be governed by, and be subject to the exclusive

y of Contract]

and delivered this document as a

acting by <<Insert name of director of Guara [signature of director] <<Insert name of director or secre [signature of director/secretary] ...

BENEFICIARY

[<<Insert name of Beneficiary>> L acting by <<Insert name of director of Bene [signature of director] <<Insert name of director or secre [signature of director/secretary] ...

OR

[<<Insert name of Beneficiary if ar [signature of Beneficiary]

In the presence of

<<Insert name & address of witne

Occupation:

[signature of witness]

CONTRACTOR

[Signed by <<Insert Full Name of Self-Employ [trading as <<Insert Trading Nsme or Style above>>]

[signature of Contractor]

In the presence of

<<Insert name & address of witne



Director

. Director/Secretary]

Director

Director/Secretary]

nt/Contractor>>

not trading under own name as

npany of Sole Trader (Unlimited)Page 6

Occupation:

[insert signature of witness]

