Guarantee of contract debt OR Deed of guarantee of loan

This d	eed of	guarantee is dated: [■ ■ ■]		
It is m	ade by	[name guarantor]		
Of	[Address] ("The Guarantor")			
Backo	ground	l:		
A.	The "C	Original Agreement" is dated [date]. ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ :		
		olic = = = = = , = = = = = = [= = =]		
	And			
		or-die Ltd] (The "Seller") company number [number] registered in the		
B.	In the terms of the Original Agreement, the Buyer agreed to buy goods / services from the Seller			
C.	As consideration for the Seller continuing to supply goods to the Buyer under the Original Agreement, the Guarantor has agreed unconditionally to			
	•••	■ ■ .		
By thi	s deed	d of guarantee:		
1.	The	Guarantee		
	1.1.	The Guarantor hereby guarantees, unconditionally and irrevocably, to pay all amounts due from time to time by the Buyer to the Seller and to observe and perform the		
	1.2.	If the Buyer fails to make a payment or fails to perform any other obligation required by the Original Agreement, then the		

2.	Cha	inged terms of the Original Contract
	2.1.	In paragraph 5 of the Original Contract the ••••••••••••••••••••••••••••••••••
		"[Insert new text]".
	2.2.	Schedule 2 of the Original Contract shall be replaced by a new schedule, as attached to \blacksquare
	2.3.	A payment by the Guarantor shall become due when an invoice for the
	2.4.	[Insert any other change?].
3.	Gua	arantor's continuing liability

3.1.	Without affecting the Buyer's obligations, the Guarantor shall be liable under this Guarantee as if he				
3.2.	The lia	The liabilities and obligations			
	3.2.1	Neglect, delay or forbearance of			
		;			
	3.2.2	the giving of time			
	3.2.3	any variation ••••••••••••••••••••••••••••••••••••			
	3.2.4	the assignment of the Original Agreement; or			
	3.2.5	the insolvency or liquidation			

	3.2.7	, , ,
		-,
4.	Rights w	vaived
		tor waives any rights he may have of first requiring the Seller to ainst or claim from the ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
		(
5.	Guarant	or's indemnity for costs
		tor agrees to indemnify the Seller against all liabilities • • • • • •
6.	Continui	ty of Guarantee
		tor's obligations under this guarantee will remain fully effective
	•••••	e
	[.]
7.	Assianm	nent of Guarantee
		Seller may assign its rights against ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
	7.2. If it do	Des so, then a written ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
	1.∠. II IL Q	

termination of the

3.2.6

7.3.	

8. Miscellaneous matters

8.1.	

8.2.	 	

8.3.	 	 	■■,■■■■	

It shall be deemed to have been delivered:

8.4.

This Deed of guarantee becomes affective on the date it is signed.
Signed as a deed by the Guarantor, [who certifies that he has proper authority to sign] and delivered to the Seller and to the Buyer.
Signature:
Witness
Name:
Address:

Explanatory notes:

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Paragraph specific notes:

Drafting notes relating to individual paragraphs

Backg	ground
docum	an agreement cannot be explained easily without reference to an earlier nent it is usual to provide details of that earlier document as a preface to the resent agreement. That
	ackground is usually referred to as "recitals", but we prefer the more ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
1.	The Guarantee
	This is the commercial heart of the agreement. Binds the I I I I I I I I I I I I I I I I I I
2.	Changed terms of the Original Contract
	We have included it so as to give you the opportunity \blacksquare
3.	Guarantor's continuing liability
	This covers a number of legal points which \blacksquare
4.	Rights waived
	Leave this paragraph in place. Without it the guarantor could claim that the Buyer was not
5.	Guarantor's indemnity for costs

The guarantee covers only the terms of the agreement. This provision

extends the guarantor's obligations to cover • • • • • • • • • • • • . (• • •

6. Continuity of Guarantee

We have no comment

7. Assignment of Guarantee

8. Miscellaneous matters

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A number of special points. We have identified each of these as important to

Signing

End of notes