Guarantee of contract debt OR Deed of guarantee of loan

| This c | deed of | f guarantee is ■ ■ ■ : [■ ■ ■] |
|---------|---------|--|
| It is m | nade b | y [name guarantor] Of [= = =] (" = = = = = ") |
| Backo | ground | l: |
| A. | The "C | Original Contract" is dated [date]. ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ : |
| | • | up Ltd], (the "Buyer") company number [number] registered in ■ ■ ■ ■ , ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ |
| | And | |
| | | or-die Ltd] (the "Seller") company number [number] registered |
| B. | | terms of the Original Contract, the Buyer agreed to buy goods / services he Seller • • • • • • • • • • • • • • • • • • • |
| C. | the Or | nsideration for the Seller continuing to supply goods to the Buyer under riginal Contract, the Guarantor has agreed unconditionally to guarantee erformance •••••••••••••••••••••••••••••••••••• |
| 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 Contract, then the I I I I I I I I I I I I I I I I I I |
| 2. | Cha | nged terms of the Original Contract |
| | 21 | 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 ■ ■ ■)". 2.3. A payment by the Guarantor shall become due when an invoice for the sum due has been submitted by the Seller and remains unpaid [28] days = = = = = = = = = = = = = ; [= = = , = = = = = = ----, ------]. 2.4. [Insert any other change?]. **Guarantor'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 liabilities and obligations -------3.2.1 -------:---3.2.2 3.2.3 ...: 3.2.4 the assignment of the Original Contract; or 3.2.5 the insolvency or liquidation . 3.2.6 termination of the 3.2.7 any other act, omission, matter or thing whatever whereby (but

3.

| 4. | Rig | Rights waived | | | | |
|----|------|--|--|--|--|--|
| | | Guarantor waives any rights he may have of first requiring the Seller to eed against or claim from the | | | | |
| | | ((| | | | |
| | ••• | | | | | |
| 5. | Gua | arantor's indemnity for costs | | | | |
| | | Guarantor agrees to indemnify the Seller against all liabilities | | | | |
| | (| | | | | |
| 6. | Cor | Continuity of Guarantee | | | | |
| | | Guarantor's obligations under this Guarantee will remain fully effective all of the | | | | |
| | | | | | | |
| 7. | Ass | signment of Guarantee | | | | |
| | 7.1. | The Seller may assign its rights against | | | | |
| | 7.2. | If it does so, then a written | | | | |
| | | | | | | |
| | 7.3. | In the event of such assignment, all the | | | | |
| | | | | | | |

...........

8. Miscellaneous matters

| 8.1. | No amendment or variation to this agreement is \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare |
|------|---|
| | |
| 8.2. | The rights of the Buyer and |
| | |
| 8.3. | |
| | |
| | |
| | It shall be deemed to have been delivered: |
| | ; |
| | : 72 ; |
| | |
| | 24 |
| | |
| | , |
| |]. |
| 8.4. | , |
| | |
| | |
| | |

This deed of guarantee becomes effective 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]

Name: [Name]

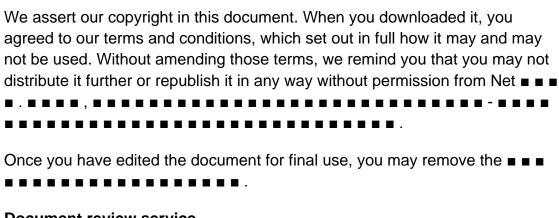
Address: [Address]

Explanatory notes

Guarantee of contract debt OR Deed of guarantee of loan

General notes

| | | | | _ | |
|----|-------------|--------------|--------------|-----------|---------|
| 1 | Recognition | of our cor | wriaht in | this docu | mant |
| 1. | NECOUNTRIO | ı Oı Oui Coi | JVIIWIIL III | นแร นบบน | IIIGIIL |



2. **Document review service**

If you would like our legal team to check your edited version, we - - - -

Please contact our support team at support@netlawman.co.uk for further information.

Paragraph specific notes

Notes numbering refers to paragraph numbers.

Background

| When an agreement cannot be explained easily without reference to an earlier document it is usual to provide details of that earlier • • • • • • • |
|--|
| |
| The background is usually referred to as "recitals", ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ |
| |

1. The Guarantee

| | This is the commercial essence of the |
|----|--|
| 2. | Changed terms of the Original Contract |
| | We have included it so as to give you the opportunity |
| 3. | Guarantor's continuing liability |
| | This paragraph covers a number of legal points • • • • • • • • • • • • • • • • • • • |
| 4. | Rights waived |
| | We suggest leave this paragraph in place. |
| | Without it the guarantor could claim that the buyer was not in breach because |
| | |
| 5. | Guarantor's indemnity for costs |
| | The guarantee covers only the terms of the |
| | |
| 6. | Continuity of Guarantee |
| | We have no comment |
| 7. | Assignment of Guarantee |
| | Normally, an assignment of the rights under a guarantee agreement would require a SECRET SECRET SEC |
| | |
| 8. | Miscellaneous matters |
| | A number of special points. We have identified each of these as important to |
| | |
| | |

| This agreement must be signed "as a deed". In practical terms, |
|---|
| |
| |
| Note: if any change of terms affects the obligations of the ■ ■ ■ , ■ ■ ■ ■ ■ |
| Signing |
| |
| These are just as valid in |

End of notes