

UK-LDGgti10

## **Personal guarantee of company debt**

**This Guarantee is dated:** [date]

**The parties are:**

The “Lender” is: [name] company number [number] ■■■■■■■■■■  
■■■■■■■■■■[■■■■].

The “Borrower” is: [name] company number [number] ■■■■■■■■■■  
■■■■■■■■■■[■■■■].

The “Guarantor” is: [name] ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ [ ■ ■ ■ ■ ].

## Background

The Guarantor has an interest in the Borrower.

The Borrower is in the business of [business type] and has agreed with the Lender to

**By this Guarantee:**

## 1. Definitions

“Guarantee” means the guarantee set up in the ■■■■■■■■■■  
■■■■■.

“Original Contract” means a contract dated [date] whereby the Lender agreed to lend and the Borrower to borrow the sum of \$[amount] (the “Loan”) and the Borrower’s obligation to repay the Loan is evidenced by a promissory note (the “Note”) dated [date] and payable to the Lender.

## 2. The Guarantee

[illegible]

OR

2.2. Subject to this agreement, the Guarantor now guarantees to pay the balance from time to time outstanding on the loan, [REDACTED]  
[REDACTED]  
[REDACTED]



.....  
.....

3.2. The Guarantor waives any rights he may have of first requiring the Lender to proceed against or claim from the ....., ....., .....  
..... ( ..... )  
..... ) .....  
.....  
.....

3.3. The liabilities and obligations .....  
..... :

3.3.1 neglect, delay or forbearance of .....  
.....  
..... ; .....

3.3.2 the giving of time .....  
..... ; .....

3.3.3 any variation ..... ;  
.....

3.3.4 the assignment of Original Contract; or

3.3.5 the insolvency or liquidation ....., .....  
..... ; .....

3.3.6 termination of Original .....  
..... ; .....

3.3.7 any other act, omission, matter or thing whatever whereby (but  
..... ) .....  
.....  
..... , .....  
.....

## 4. Limitations on Guarantee

4.1. The sum due under the Guarantee .....  
.....  
.....

4.2. [The obligations of the .....  
..... [ ..... ]].

[illegible][illegible]

## 5. Indemnity

..... , ..  
 .. , .....  
 .. .

## 6. Assignment of Guarantee

**6.1.**

[REDACTED]

[REDACTED]

[REDACTED].

OR, ALL OF

[illegible][illegible][illegible]

## 7. Miscellaneous matters

[illegible]

It shall be deemed to have been delivered:

7.3. ■■■■■■■■■■, ■■■■■■■■■■ ■■■■■■■■■■ ■■■■■■■■■■  
 ■■■■■■■■■■ ■■■■■■■■■■ ■■■■■■■■■■ [ ■■■■■■■■■■  
 ■■ / ■■■■ / ■■■■■■■■■■ ] ■■■■■■■■■■ ■■■■■■■■■■  
 ■■■■■■■■■■ ■■■■■■■■■■ ■■■■■■■■■■ ■■■■■■■■■■ ■■■■■■■■■■  
 ■■■■■■■■■■ ■■■■■■■■■■ .

**Signed by** [personal name] on behalf of [named Lender] as its representative who personally accepts liability for the proper authorisation by [named Lender] to enter into this agreement.

**Signed by** [personal name] on behalf of [named Borrower] as its representative who personally accepts liability for the proper authorisation by [named Borrower] to enter into this agreement.

**Signed by the** [Guarantor]

### Explanatory notes:

## Personal guarantee of company debt

## General notes

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### Paragraph specific notes:

Notes numbering refers to paragraph numbers.

## 1. Definitions

The identities of the borrower and lender are set down here because they are parties. A very simple guarantee could be

By all means edit the defined names if you prefer.

## 2. The Guarantee





**End of notes**