

ZA-LDGgti02

Guarantee of contract debt OR Deed of guarantee of loan

2. Changed terms of the Original Contract

- [illegible]

3. 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 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 _____, _____
_____;

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:

Guarantee of contract debt OR Deed of guarantee of loan

Paragraph specific notes

Notes numbering refers to paragraph numbers.

Background

[illegible]

The background is usually referred to as “recitals”, but we prefer the more ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ “ ■ ■ ■ ■ ”.

1. The Guarantee

This is the commercial heart of the agreement. Binds the ■■■■■■■■■■
■■■■■■■■■■■

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[illegible]

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[illegible]

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

Normally, an assignment of the rights under a guarantee agreement would require a [REDACTED], [REDACTED] 2] [REDACTED] 1] [REDACTED].

8. Miscellaneous matters

[illegible]

These are just as valid in
, 
.

Signing

Note: if any change of terms affects the obligations of the _____,
_____, _____,
_____, _____, _____,
_____ “_____” _____
_____. _____
_____.

This agreement must be signed “as a deed”. In practical terms, ■■■■■■
 ■■■■■■
 ■■■■■■
 ■■■■■■
 ■■■■■■; ■■■■■■
 ■■■■■■.

End of notes