# Personal guarantee of company debt

This C	Guaran	tee is dated: [	date]
The p	arties a	are:	
	_ender' ■ ■ ■		pany number [number]
	Borrow [∎∎∎		mpany number [number] = = = = = = = = = = = = = =
The "0	Guaran	tor" [name] w	hose
Back	ground	i	
The G	Guarant	or has an inte	rest in the Borrower.
The B	orrowe	er is in the bus	iness of [business type] and has agreed with the Lender to
By th	is Gua	rantee:	
1.	Defi	nitions	
	"Guar	antee"	means the guarantee set up in the $\blacksquare$ $\blacksquare$ $\blacksquare$ $\blacksquare$ $\blacksquare$ $\blacksquare$ $\blacksquare$ $\blacksquare$ .
	"Original Contract"		means a contract dated [date] whereby the Lender agreed to lend and the Borrower to borrow the sum
2.	The	Guarante	e
	2.1.	•	is agreement, the Guarantor now guarantees to pay all from time to time • • • • • • • • • • • • • • • • • • •
	OR		
	2.2.	balance from	is agreement, the Guarantor now guarantees to pay the time to time outstanding on the loan,

	,
OR	
2.3.	Subject to this agreement, the Guarantor now guarantees to pay all amounts due from time to time by the   ,  ,  ,  ,  ,  ,  ,  ,  ,  ,  ,  ,  ,
2.4.	If the Borrower fails to make a payment or fails
2.5.	If a petition to the Court is presented by • • • • • • • • • • • • • • • • • •
2.6.	The Guarantor agrees that his obligations are made to the
2.7.	Any variation to the terms of the Original Contract shall not affect the
2.8.	Guarantor agrees to indemnify the Lender against all liabilities = = = = = = = = = = = = = = = = = = =
Gua	rantor's continuing liability
3.1.	Without affecting the Borrower's obligations, the Guarantor shall be liable under this Guarantee as if

3.

3.2.	Lender	uarantor waives any rights he may have of first requiring the to proceed against or claim from the
	■ .	
3.3.	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
Limi	itation	s on Guarantee
4.1.	••••	m due under the Guarantee
4.2.	[The ob	bligations of the <b>= = = = = = = = = = = = = = = = = = =</b>

4.

	4.3.	If the Lender enters into any agreement which does or could,
	4.4.	
5.	Inde	emnity
	 , 1	
6. As		ignment of Guarantee
	6.1.	
	OR, A	ALL OF
	6.2.	
	6.3.	
	6.4.	
7.	Misc	cellaneous matters
	7.1.	

7.2. .................................... .................................... . . . . . . . . . . . . . . . . . . It shall be deemed to have been delivered: .................................... ............ **. . . .** 72 **. . . . . . . . . . .** ; .................................... ............................. .............................. **= = = ]**. 7.3. 

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

Signed by the [Guarantor]

## **Explanatory notes:**

6.

**Assignment of Guarantee** 

#### Personal guarantee of company debt

### Paragraph specific notes:

Notes	relating to individual paragraphs		
1.	Definitions		
	The identities of the Borrower and Lender are set down here because they are parties. A very simple guarantee could be effective if signed only by the guarantor but is this agreement,		
	By all means edit the defined names if you prefer. You can either personalise by using abbreviated versions of the company names or you can use some other designation, like "company". We have avoided that		
2.	The Guarantee		
	This sets up the guarantee and binds the guarantor to the original $\blacksquare$ $\blacksquare$ $\blacksquare$ . $\blacksquare$		
	••••		
3.	Guarantor's continuing liability		
	This paragraph strengthens the position of the lender. It sets the guarantee in concrete.		
4.	Limitations on Guarantee		
	This paragraph has the opposite effect of the previous one. Here, the guarantor limits what he is prepared ••••••••••••••••••••••••••••••••••••		
5.	Indemnity		
<b>.</b>			
	A simple indemnity to protect the guarantor fully. Of course, if the lender has found <b>*** ***</b>		

	If you leave this in ••••, ••••••••••••••••••••••••••••••
	Normally, an assignment of the rights under
7.	Miscellaneous matters
	A number of special points. We have identified each of these as important to
	These are just as valid in

### **End of notes**