



**PERSONAL GUARANTEE FOR PAYMENT OF MONIES LENT**

**THIS DOCUMENT IS LEGALLY BINDING SO BEFORE SIGNING YOU ARE ADVISED TO SEEK INDEPENDENT LEGAL ADVICE. IF YOU FAIL TO DO SO IT SHALL NOT INVALIDATE THIS GUARANTEE AND INDEMNITY**

Please sign here to acknowledge that you have read this notice:

**Name:**.....  
**Signature:**.....  
**Date:**.....

**THIS DEED** is dated

**PARTIES**

1. ....  
 .....

(GUARANTORS FULL NAME AND ADDRESS INCLUDING POSTCODE), as guarantor and indemnifier (**Guarantor**).

2. SALTEND COMMUNITY DEVELOPMENT COMPANY LIMITED trading as SIRIUS incorporated and registered in England and Wales with Company Number 03786722 whose registered office is at 8 St Augustines Gate, Hedon, East Riding of Yorkshire HU12 8EX (**Lender**)

**BACKGROUND**

- A. The Lender has agreed to provide a loan or advance in the sum of £..... to ..... (“The Borrower”) on the terms of the loan agreement or other documentation between the Lender and Borrower).
- B. The Guarantor has agreed to enter into this guarantee and indemnity for the purpose of providing assistance and a guarantee of payment to the lender for the borrower’s liabilities from time to time outstanding to the Lender.

## AGREED TERMS

### 1 INTERPRETATION

1.1 The definitions and rules of interpretation in this clause shall apply to this deed.

**Borrower:** As above stated.

**Business Day:** A day (other than a Saturday or a Sunday) on which commercial banks are open for general business in London.

**Guaranteed Liabilities:** All monies, debts and liabilities of any nature from time to time due, owing or incurred by the Borrower to the Lender by way of advance or loan or on any terms including all applicable interest on the monies advanced and any other costs or charges.

**Limit:** the maximum amount recoverable from the Guarantor under this guarantee and indemnity is £.....

**RIGHTS:** Any security or other right or benefit whether arising by set-off, counterclaim, subrogation, indemnity, proof in liquidation or otherwise and whether from contribution or otherwise.

1.2 Clause and scheduling headings do not affect the interpretation of this deed.

1.3 A **person** includes a corporate or unincorporated body.

1.4 Words in the singular shall include the plural and vice versa.

1.5 A reference to one gender shall include a reference to the other gender.

1.6 A reference to **this guarantee** (or any provision of it) or any other document shall be considered as

1.7 a reference to this guarantee, that provision or that document as in force for the time being and as amended, varied or supplemented from time to time in accordance with the terms of the relevant document, or with the agreement of the parties with, where required, the consent of the Lender.

1.8 A reference to **writing** or **written** includes faxes but not e-mail.

1.9 References to clauses and schedules are to the clauses and schedules of this guarantee.

### 2 GUARANTEE AND INDEMNITY

2.1 In consideration of the Lender at the Guarantor's request advancing monies to the Borrower and/or granting accommodation or time to the Borrower as the Lender in its absolute discretion sees fit, the Guarantor guarantees, if the Borrower fails to comply with any obligation owed to the Lender, the due and punctual payment to the Lender on demand of all or any of the Guaranteed Liabilities, subject only to such payment being limited in amount as set out at 2.4 below.

- 2.2 If the Guaranteed Liabilities are not recoverable from the Borrower by reason of illegality, incapacity, lack of exceeding powers, ineffectiveness of execution or any other reason, the Guarantor shall remain liable under this guarantee for the Guaranteed Liabilities as if it were a principle debtor.
- 2.3 Subject to 2.4, the Guarantor as principle obligor and as a separate and independent obligation and liability from its obligations and liabilities under clause 2.1 agrees to indemnify the Lender in full and on demand against all damages, losses, costs and expenses suffered or incurred by the Lender arising out of, or in connection with, any failure of the Borrower to perform or discharge any of its obligations or liabilities in respect of the Guaranteed Liabilities.
- 2.4 The amount of monies recoverable from the Guarantor under this guarantee shall under no circumstances exceed the amount of the Limit.

### **3 LENDER PROTECTIONS**

- 3.1 This guarantee is and shall at all times be a continuing security and shall cover the ultimate balance from time to time owing to the Lender by the Borrower in respect of the Guaranteed Liabilities.
- 3.2 The liability of the Guarantor under this guarantee shall not be reduced, discharged or otherwise adversely affected by:
- a) any intermediate payment of the Guaranteed Liabilities; or
  - b) any act or omission by the Lender in taking up, perfecting or enforcing any security, indemnity or guarantee from or against the Borrower or any other person; or
  - c) any termination, amendment or variation of any of the Guaranteed Liabilities; or
  - d) any grant of time, indulgence, waiver or concession to the Borrower or any other person; or
  - e) any insolvency, bankruptcy, liquidation, winding up, incapacity, limitation, disability, the discharge of operation by law, or any change in the constitution, name or style of the Borrower or any other person; or
  - f) any invalidity, illegality, unenforceability, irregularity or frustration of any actual or purported obligation of, or security held from the Borrower or any other person in connection with the Guaranteed Liabilities; or
  - g) any claim or enforcement of payment from the Borrower or any other person; or
  - h) any act or omission which would have discharged or affected the liability of the Guarantor had it been a principal debtor instead of a guarantor, or indemnifier or by anything done or omitted by any person which but for this provision might operate or exonerate or discharge the Guarantor or otherwise reduce or extinguish its liability under this guarantee.

- 3.3 The Lender shall not be obliged before taking steps to enforce any of its rights and remedies under this Guarantee:
- a) to take any action or obtain any judgment in any court against the Borrower or any other person; or
  - b) to make or file any claim in a bankruptcy, liquidation, administration or insolvency of the Borrower or any other person; or
  - c) to make demand, enforce or seek to enforce any claim, right or remedy against the Borrower or any other person.
- 3.4 The Guarantor warrants to the Lender that it has not taken or received, and shall not take, exercise or receive the benefit of any Rights from or against the Borrower, its liquidator, an administrator, co-guarantor or any other person in connection with any liability or, or payment by, the Guarantor under this guarantee but;
- a) If any of the Rights is taken, exercised or received by the Guarantor, those Rights and all monies at any time received or held in respect of those Rights shall be held by the Guarantor on trust for the Lender for application in or towards the discharge of the Guaranteed Liabilities under this guarantee; and
  - b) On demand by the Lender, the Guarantor shall promptly transfer, assign or pay to the Lender all other Rights and all monies from time to time held on trust by the Guarantor under this clause 3.3.
- 3.5 This guarantee is in addition to and shall not affect nor be affected by or merge with any other Judgment, security, right or remedy obtained or held by the Lender from time to time for the discharge and performance of the Borrower in respect of the Guaranteed Liabilities.

#### **4. TERMINATION**

- 4.1 The Guarantor may determine the guarantee at any time by notice to the lender with effect from the date (**Termination Date**) specified in that notice to be not less than three calendar months after the notice is actually received by the Lender.
- 4.2 Notwithstanding any notice of termination given under 4.1, the liability of the Guarantor under this guarantee shall continue in full force and effect in relation to all Guaranteed Liabilities which:
- a) have become due on or before the Termination Date; and
  - b) may become due, owing or incurred by the Borrower to the Lender pursuant to any transaction, dealing commitment or other engagement entered into or effected either:
    - I. prior to the Termination Date; or
    - II. on or after the Termination Date pursuant to any commitment, expressed or implied, assumed or undertaken by the Lender to the Borrower prior to the Termination Date.

## **5 DISCHARGE CONDITIONAL**

5.1 Any release, discharge or settlement between the Guarantor and the Lender in relation to this guarantee shall be conditional on no right, security, disposition or payment to the Lender by the Guarantor, the Borrower or any other person being avoided, set aside or ordered to be refunded pursuant to any enactment or law relating to breach of duty by any person, bankruptcy, liquidation, administration, protection from creditors generally or insolvency for any other reason.

5.2 If any such right, security, disposition or payment is avoided, set aside or ordered to be refunded, the Lender shall be entitled subsequently to enforce this guarantee against the guarantor as if such release, discharge or settlement had not occurred and any such security, disposition or payment had not been made.

## **6 MISCELLANEOUS**

6.1 This guarantee is freely assignable or transferable by the Lender.

6.2 The Guarantor may not assign any of its rights and may not transfer any of its obligations under this guarantee or enter into any transaction which would result in any of those rights or obligations passing to another person.

6.3 No delay or failure to exercise any right under this guarantee shall operate as a waiver or that right.

6.4 No single or partial exercise of any right under this guarantee shall prevent any further exercise of the same or any other right under this guarantee.

6.5 Rights and remedies under this guarantee are cumulative and not exclusive of any rights or remedies provided by law or otherwise.

## **7 SEVERANCE**

7.1 The validity, unenforceability or illegality of any provision (or part of a provision) of this guarantee under the laws of any jurisdiction shall not affect the validity, enforceability or legality of the other provisions.

7.2 If any invalid, unenforceable or illegal; provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

## **8 THIRD PARTY RIGHTS**

A person who is not a party to this guarantee shall have no rights to enforce or enjoy the benefit of any term of this guarantee under the Contracts (Rights of Third Parties) Act 1999.

## **9 COUNTERPARTS**

This guarantee may be executed and delivered in any number of counterparts, each of which is an original and which together have the same effect as if each party had signed the same document.

**10 NOTICES**

10.1 Every notice, request, demand, or other communication under this guarantee shall be in writing, delivered personally or sent by pre-paid first class letter or fax (confirmed by letter) and be sent to the parties at the address shown on the first page of this Deed or to such other addressed or fax numbers as are notified by one party to the other.

10.2 Any notice or other communication given by the Lender shall be deemed to have been received;

- a) if sent by fax, with a confirmation of transmission, on the day on which it is transmitted.
- b) if given by hand, on the day of actual delivery; and
- c) if posted, on the Business Day following the day on which it was dispatched by pre-paid first-class post.

10.3 Any notice or other communication given to the Lender shall only be deemed to have been given on actual receipt.

**11 GOVERNING LAW**

This guarantee shall be governed by and construed in accordance with the law of England and Wales.

**12 JURISDICTION**

The parties irrevocably agree that the courts of England and \Wales have exclusive jurisdiction to settle any dispute that arises out of or in connection with this guarantee.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Executed as a deed by the **Guarantor**:.....

In the presence of:-

**Witness Signature**:.....

**Witness Name**:.....

**Address**:.....

**Occupation**:.....

Executed as a deed by the Lender:.....

Acting by Director

Directors Name:.....