

IMPORTANT NOTICE

By completing this document you are guaranteeing a third party's liabilities to DueCourse IF Limited and you may become liable to DueCourse IF Limited instead of, or as well as, that that third party.

To ensure that you understand what is involved, **you are strongly advised in your own interests to obtain independent legal advice before signing this document.**

THIS GUARANTEE AND INDEMNITY

is made by way of deed on the 1st day of December 2015

BETWEEN:

- (1) Sample Name of 123 Sample Street, Manchester (hereinafter called "the Guarantor"); and
- (2) **DUECOURSE IF LIMITED** (Company Number 09799696) whose address for service hereunder is at 15 Glazebury Drive, Westhoughton, Bolton, BL5 3JZ ("**DueCourse**")

IN CONSIDERATION of DueCourse affording invoice financing facilities to the Company (as hereinafter defined):

NOW IT IS HEREBY AGREED as follows:

1 DEFINITIONS AND INTERPRETATION

- 1.1 The following expressions shall have the following meanings (unless the context otherwise requires):
 - 1.1.1 "**Company**" means Sample Company (Company number 00000000);
 - 1.1.2 "**Guarantee**" means this Guarantee and Indemnity as amended or supplemented from time to time;
 - 1.1.3 "**Guaranteed Liabilities**" means all monies, obligations and liabilities whatsoever whether for principal, interest or otherwise which may now or at any time in the future be due, owing or incurred by the Company to DueCourse whether present or future, actual or contingent and whether alone, severally or jointly as principal, guarantor, surety or otherwise and all the Company's other liabilities whatever to the DueCourse.
- 1.2 Words respectively denoting the singular shall include the plural and vice versa and one gender includes each and all genders and references to persons include references to companies or corporations and vice versa.
- 1.3 Clause and sub-clause headings are inserted for convenience only and shall not affect the interpretation of this Guarantee.

- 1.4 Where this Guarantee is made by or on behalf of more than one person as Guarantor the agreements, obligations and liabilities on the part of the Guarantor contained herein shall take effect as joint and several agreements, liabilities and obligations and all references herein to “the Guarantor” shall mean such persons or any of them, and none of them shall be released from liability hereunder by reason of this Guarantee not binding or ceasing for any reason to bind any other or others of them, whether or not by agreement with DueCourse.

2 **GUARANTEE AND INDEMNITY**

- 2.1 The Guarantor hereby unconditionally and irrevocably guarantees payment to DueCourse on demand of all Guaranteed Liabilities and, as a primary obligor and not merely as a surety, agrees to indemnify DueCourse in full on demand from and against all losses, costs and expenses suffered or incurred by DueCourse arising from or in connection with DueCourse having now or hereafter advanced any monies to the Company or having now or hereafter incurred any obligation on behalf of or at the request of the Company.

- 2.2 This Guarantee shall:

- 2.2.1 be a continuing security, shall remain in force until determined by three months' notice in writing from the Guarantor and shall extend to secure all Guaranteed Liabilities existing at the close of business on the day on which such notice to determine expires;
- 2.2.2 be additional to any other guarantee or security now or hereafter held by DueCourse in respect of all Guaranteed Liabilities;
- 2.2.3 not be discharged or affected by any failure of, or defect or informality in, any security given by or on behalf of the Company in respect of any Guaranteed Liabilities or by any legal limitation, disability, incapacity or lack of any borrowing powers of the Company or by fraud of the Company or any other person.
- 2.2.5 remain binding on the Guarantor notwithstanding any amalgamation, reconstruction, reorganisation, merger, sale or transfer by or involving DueCourse or the assets of DueCourse and for this purpose this Guarantee and all rights conferred on DueCourse hereunder may be assigned or transferred by DueCourse accordingly; and
- 2.2.6 not be determined or affected by the death of the Guarantor or any one or more of the persons constituting the Guarantor.

3 **ARRANGEMENTS WITH THE COMPANY AND OTHERS**

DueCourse may, in its absolute discretion as it thinks fit and without the consent of the Guarantor and without releasing or reducing or otherwise affecting whatsoever the liability of the Guarantor under this Guarantee or the validity of the security hereby created, do any of the following:

- 3.1 enter into, renew, vary or determine any agreement or other arrangement with the Company or any other person and (without prejudice to the generality of the foregoing) grant to the Company any new or increased facility and increase any rate of interest or charge;
- 3.2 renew, vary, hold over, exchange, modify, assign, release or refrain from enforcing or perfecting any present or future security from the Company or any other person which is now or may be held by DueCourse hereafter in respect of the Guaranteed Liabilities;
- 3.3 grant time or indulgence to or compound with the Company or any other person;
- 3.4 refuse at any time without notice to the Guarantor or to the Company to grant any further loans or advances or credit or banking or credit facilities or other accommodation to the Company;
- 3.5 resort to any other means of payment of the Guaranteed Liabilities or any of them at any time and in any order which DueCourse thinks fit;
- 3.6 make a demand under or enforce this Guarantee either with or without first resorting to other means of payment or to other securities and with or without making a demand from, or taking proceedings against, the Company;

and the security hereby created shall not be discharged nor shall the liability of the Guarantor under sub-clause 2.1 be affected by anything which would not have discharged, released, reduced or otherwise affected the liability of the Guarantor if the Guarantor had been a principal debtor of DueCourse instead of a guarantor

4 ASSIGNMENT

DueCourse shall have a full and unfettered right to assign the whole or any part of the benefit of this Guarantee and DueCourse shall be entitled to disclose any information to any actual or prospective assignee, successor or participant.

5 CERTIFICATION

A certificate signed on behalf of DueCourse of the amount for the time being of any Guaranteed Liabilities and/or the amount due to DueCourse shall (save in the case of manifest error) be conclusive evidence for all purposes against the Guarantor.

6 DUECOURSE'S RIGHTS, ETC CUMULATIVE AND WAIVERS

- 6.1 No delay or omission on the part of DueCourse in exercising any right, power, privilege or remedy under this Guarantee shall impair or preclude any further exercise of such right, power, privilege or remedy or the exercise of any other right, power, privilege or remedy.

6.2 DueCourse's rights under this Guarantee are cumulative and not exclusive of any rights provided by law and may be exercised from time to time as often as DueCourse deems expedient.

6.3 Any waiver by DueCourse of any of the terms of this Guarantee or any consent or approval given by DueCourse under it shall only be effective if given in writing and then only for the purpose and upon the terms and conditions, if any, on which it is given.

7 COSTS

The Guarantor shall, on demand and on a full indemnity basis, pay to DueCourse the costs and expenses (including legal expenses and any Value Added Tax on such costs and expenses) which DueCourse incurs in connection with the preservation or exercise (or attempted preservation or exercise) and enforcement (or attempted enforcement) of any rights under or in connection with this Guarantee.

8 SEVERABILITY

If a provision of this Guarantee is or becomes illegal, invalid or unenforceable, that will not affect the legality, validity or enforceability of any other provision of this Guarantee.

9 GOVERNING LAW AND JURISDICTION

This Guarantee will be governed by and construed in accordance with English law and the parties hereto irrevocably submit to the jurisdiction of the English courts.

10 DEMANDS

10.1 Any notice, demand or other communication under or in connection with this Guarantee shall be in writing and shall be deemed to be sufficiently given if delivered personally or sent by first class pre-paid post or email transmission to the relevant address of the other party appearing on page 2 of this Guarantee or to such address as such party may subsequently notify in writing for such purpose to the other

10.2 Any notice, demand or other communication shall be deemed to have been received by the receiving party 24 hours after posting (where sent by first class pre-paid post), immediately upon delivery (where delivered personally) and immediately on sending (where sent by email transmission and received by the other party provided it is legible and complete).

Guarantor Declaration

By entering into this Guarantee, I accept that I might become liable instead of or as well as the Company. You have recommended to me that I take independent legal advice before I sign this document and I confirm that I have taken or have had the opportunity to take such advice.

IN WITNESS whereof this Guarantee has been executed and unconditionally delivered as a deed by the Guarantor on the date first above written

Signed as a deed by Sample Name

Signature:

Date: 01/12/15

in the presence of: Sample Witness

Witness signature:

Witness name:

Witness address: