

guarantee or under any guarantee or Security to the credit, either of the Guarantor, or such other person or transaction (if any) as UTB may think fit, without any intermediate obligation towards the discharge of the Guaranteed Obligations, or any intermediate right on the part of the Guarantor to sue the Customer or any other surety or to prove in the bankruptcy, liquidation or insolvency of the Customer or any other surety in competition with or so as to diminish any dividend or other advantage that would or might come to UTB, or to treat the liability of the Customer or any other surety as diminished. As used in this Clause and Clause 15 the expression "any other surety" includes any other party or person referred to in Clause 10.

13. EVIDENCE OF AMOUNT DUE

Any admission or acknowledgement in writing by or on behalf of the Customer of the amount due to UTB or otherwise under this guarantee and indemnity, or any judgement or award obtained by UTB against the Customer, or any proof by UTB in the liquidation, receivership or administration of the Customer which is admitted, shall be binding and conclusive on the Guarantor.

14. CHANGE IN CONSTITUTION OF CUSTOMER

This guarantee and indemnity shall remain in full force and effect notwithstanding any change in the constitution of the Customer.

15. NO SECURITY RECEIVED BY GUARANTOR

The Guarantor warrants that:

- (i) no Security has been received by the Guarantor from the Customer or any other surety for the giving of this guarantee and indemnity; and
- (ii) it will not, as long as this guarantee and indemnity remains in force, take any Security in respect of the Guaranteed Obligations without first obtaining UTB's written consent.

16. CHANGE IN CONSTITUTION OR AMALGAMATION ETC

This guarantee and indemnity shall continue to bind the Guarantor notwithstanding any amalgamation or sale or transfer of the whole or any part of the undertaking and assets of UTB to another company, whether the company or companies with which UTB may amalgamate or merge or the company to which UTB may transfer the whole or any part of its undertaking and assets either on a reconstruction or sale or transfer as stated above shall or shall not differ from UTB in their or its objects, character or constitution, it being the intent of the Guarantor that the guarantee on its part contained in this guarantee and indemnity shall remain valid and effectual in all respects in favour of, against and with reference to, and that the benefit of the guarantee and all rights conferred upon UTB by this guarantee and indemnity may be assigned to and enforced by, any such company or companies and proceeded on in the same manner to all intents and purposes as if such company or companies had been named in this guarantee and indemnity instead of and/or in addition to UTB.

17. NO WAIVER OF RIGHTS UNDER GUARANTEE

No delay or omission on UTB's part in exercising (in whole or in part) any right, power, privilege or remedy under this guarantee and indemnity shall impair or preclude UTB's exercise of such right, power, privilege or remedy or be construed as a waiver of it nor shall any single or partial exercise of any right, power, privilege or remedy preclude any further exercise of it or the exercise of any other right, power, privilege or remedy. The rights, powers, privileges and remedies provided in this guarantee and indemnity are cumulative and not exclusive of any rights, powers, privileges or remedies provided by law.

18. SEVERANCE

- 18.1 The Invalidity, unenforceability or illegality of any provision (or part of a provision) of this guarantee and indemnity under the laws of any jurisdiction shall not affect the validity, enforceability or legality of other provisions.
- 18.2 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.

19. THIRD PARTY RIGHTS

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

20. COUNTERPARTS

This guarantee and indemnity 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 document.

21. NOTICES

Any demand or notice made by UTB under this guarantee and indemnity shall be in writing and signed by a UTB officer or agent, and may be served on the Guarantor by hand or by first class post to the address stated on this deed, or the address of the Guarantor's registered or principal address last known to UTB. Alternatively, if the Guarantor has provided an email address below then any such notice may be served by sending to that email address or any subsequent address notified to the Guarantor. Notice shall be affected at the time of sending if sent by email transmission, 48 hours after posting if sent by first class post and at the time of delivery if delivered by hand.

22. PROPERTY IN THE GUARANTEE

The paper on which this guarantee and indemnity is written shall remain UTB's property at all times.

23. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with English Law and it is irrevocably agreed for UTB's exclusive benefit that the courts of England are to have jurisdiction to settle any disputes which may arise out of or in connection with this Agreement and that accordingly any suit, action or proceeding arising out of or in connection with this Agreement (in this Clause referred to as "Proceedings") may be brought in such courts. Nothing in this Clause shall limit UTB's right to take proceedings against the Guarantor in any other court of competent jurisdiction, nor shall the taking of Proceedings in one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction whether concurrently or not.

24. DATA PROTECTION

- 24.1 The Guarantor agrees and undertakes to procure that all relevant data subjects (including the authorised signatory) read the UTB Privacy Notice before you sign this guarantee and indemnity. A copy is enclosed with this guarantee and indemnity. A further copy can be found at www.utbank.co.uk/privacy-policy or by contacting the UTB Data Protection Officer on 0207 190 5555.
- 24.2 UTB complies with the requirements of the data protection laws which specify how it holds information and the rights of individuals in relation to such information. For details of the right to obtain a copy of the personal information UTB is processing and information about how UTB processes it, and for information about the other rights that all individuals have under data protection laws and how to exercise them, please refer to the UTB Privacy Notice.
- 24.3 UTB may monitor and or record phone calls to ensure that it has carried out the Guarantor's instructions correctly, to resolve queries and complaints, for regulatory purposes, to help detect or prevent fraud or other crimes, improve service and to help monitor and train its staff. UTB's lawful reason for this under data protection law is its legitimate interests or in some cases compliance with legal obligations. Please refer to the UTB Privacy Notice.
- 24.4 UTB is subject to the oversight of a number of regulators including the Prudential Regulatory Authority, the Financial Conduct Authority and the Information Commissioners Office. UTB may have to provide personal information to its regulators as part of its legal obligations to them.

IN WITNESS WHEREOF this document has been executed as a Deed thisday of

Schedule

PART I: The Guarantor

Name	<input type="text"/>	Email Address	<input type="text"/>
Address / Registered Office	<input type="text"/>		
	Postcode	<input type="text"/>	Company No. <input type="text"/>

PART I: The Customer

Name	<input type="text"/>	Company No.	<input type="text"/>
Address / Registered Office	<input type="text"/>		
	Postcode	<input type="text"/>	

BY ENTERING INTO THIS GUARANTEE AND INDEMNITY YOU MIGHT BECOME LIABLE INSTEAD OF OR AS WELL AS THE CUSTOMER. YOU SHOULD SEEK INDEPENDENT LEGAL ADVICE BEFORE ENTERING INTO THIS GUARANTEE AND INDEMNITY

Executed as a deed for and on behalf of	<input type="text"/>		
Director Signature	<input type="text"/>	Director Name	<input type="text"/>
In the presence of	<input type="text"/>		
Director Signature	<input type="text"/>	Witness Name	<input type="text"/>
Witness Address	<input type="text"/>	Postcode	<input type="text"/>
Occupation	<input type="text"/>		