

Personal Guarantee

This deed of guarantee and indemnity dated ..... day of.....20..... is made by the Guarantor in favour of United Trust Bank Limited (company number 549690) whose registered office is at One Ropemaker Street, London EC2Y 9AW ("UTB")(such term to include its successors in title and/or assigns).

INTERPRETATION AND DEFINITIONS

The definitions and rules of interpretation in this clause apply in this guarantee. "Customer": the company or person whose details are given in Part 2 of the Appendix. "Guaranteed Obligations": all monies, debts and liabilities of any nature from time to time, due, owing or incurred by the Customer under the Facilities. "Guarantor" and "Guarantors": those persons with details as given in Part 1 of the Appendix. "Security": a mortgage, charge, pledge, lien or other security interest securing any obligation of any person, or any other agreement having a similar effect. Clause headings do not affect the interpretation of this guarantee. A person includes a corporate or unincorporated body (whether or not having a separate legal personality). Words in the singular include the plural and vice versa. A reference to this guarantee (or any specified provision of it) or any other document shall be construed as a reference to this deed of guarantee, that provision or that document as in force for the time being and as amended, varied, supplemented or novated from time to time. A reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it and any former statute or statutory provision which amends or re-enacts. A reference to writing or written includes faxes but not emails. References to clauses, provisions and Appendices are references to clauses, provisions and Appendices of this guarantee. In consideration of UTB from time to time agreeing to enter, or entering, into and/or continuing any hire and/or leasing and/or hire purchase and/or conditional sale and/or loans and/or unit stocking facilities for the financial assistance of the Customer (each a "Facility", and together the "Facilities"), the Guarantor unconditionally guarantees to and agrees with UTB as follows:

1.1 I 5F5BHC HF D5M CB 89A 5B8

1.2 I 5F5BHC HF D5M CB 89A 5B8

1.3 I 5F5BHC HF D5M CB 89A 5B8

1.4 I 5F5BHC HF D5M CB 89A 5B8

1.5 I 5F5BHC HF D5M CB 89A 5B8

1.6 I 5F5BHC HF D5M CB 89A 5B8

1.7 I 5F5BHC HF D5M CB 89A 5B8

1.8 I 5F5BHC HF D5M CB 89A 5B8

1.9 I 5F5BHC HF D5M CB 89A 5B8

1.10 I 5F5BHC HF D5M CB 89A 5B8

of any provisions or enactments relating to breach of duty by any person, bankruptcy, liquidation or insolvency for the time being in force and if any such right, Security, disposition or payment is so avoided, set aside or reduced, UTB shall be entitled to enforce this guarantee against the Guarantor as if such release, settlement or discharge had not occurred and any such right, Security, disposition or payment had not been given or made.

9. EFFECT OF OTHER GUARANTEES, ETC

10. INDEMNITY

11. RESORTING TO OTHER MEANS OF PAYMENT

12. PROOF IN COMPETITION

12.1 I 5F5BHC HF D5M CB 89A 5B8

12.2 I 5F5BHC HF D5M CB 89A 5B8

12.3 I 5F5BHC HF D5M CB 89A 5B8

12.4 I 5F5BHC HF D5M CB 89A 5B8

12.5 I 5F5BHC HF D5M CB 89A 5B8

12.6 I 5F5BHC HF D5M CB 89A 5B8

- 16. CHANGE IN CONSTITUTION OR AMALGAMATION ETC**  
This guarantee 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 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 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 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 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 are cumulative and not exclusive of any rights, powers, privileges or remedies provided by law.
- 18. JOINT AND SEVERAL LIABILITY**  
The liability of the Guarantor under this guarantee shall be the joint and several, and any demand for payment made by UTB to any one or more of the Guarantors shall be deemed to be a demand made to all Guarantors. UTB are at liberty to release or discharge any one or more of the Guarantors from liability under this guarantee or to compound with, accept compositions from or make any other arrangements with any of the Guarantors without in consequence releasing or discharging any other Guarantor, or otherwise prejudicing or affecting UTB's rights and remedies against any other Guarantor.
- 19. JOINT SIGNATORIES**  
If any one or more of Guarantors is not bound by the provisions of this guarantee (whether by reason of his or their lack of capacity or improper execution of this guarantee or for any other reason whatsoever) the remaining Guarantors shall continue to be bound by the provisions of this guarantee as if such other Guarantor(s) had never been party to this guarantee.
- 20. SEVERANCE**  
20.1 The invalidity, 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 other provisions.  
20.2 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.
- 21. 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.
- 22. 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 document.
- 23. NOTICES**  
Any demand or notice made by UTB under this guarantee 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 e mail address below then any such notice may be served by sending to that e mail address or any subsequent address notified to UTB by the Guarantor. Notice shall be affected at the time of sending if sent by e mail transmission, 48 hours after posting if sent by first class post and at the time of delivery if delivered by hand.
- 24. PROPERTY IN THE GUARANTEE**  
The paper on which this guarantee is written shall remain UTB's property at all times.
- 25. 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
- 26. DATA PROTECTION**  
26.1 You agree and undertake that you will read the United Trust Bank Privacy Notice before entering into this Deed of Guarantee and Indemnity with us. A copy has been supplied with this Deed of Guarantee and Indemnity. A further copy can be found at [www.utbank.co.uk/privacy-policy](http://www.utbank.co.uk/privacy-policy) or by contacting the United Trust Bank Data Protection Officer on 0207 190 5555.  
26.2 We comply with the requirements of the data protection laws which specify how we hold information and the rights of individuals in relation to such information. For details of this right to obtain a copy of the personal information we are processing and information about how we process 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 United Trust Bank Privacy Notice.  
26.3 We may monitor and or record phone calls to ensure that we have carried out your 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 our staff. Our lawful reason for this under data protection law is our legitimate interests or in some cases compliance with legal obligations. Please refer to the United Trust Bank Privacy Notice.  
26.4 We will provide personal information to one or more credit reference agencies ("CRAs") which is about you in your capacity as guarantor. We do this to perform credit and identity checks, manage the account, trace and recover debts and prevent criminal activity. We may also make periodic searches at CRAs to help us manage the account with us. CRAs will supply to us both public (including the electoral register) and shared credit, financial situation and financial history information and fraud prevention information about you and those other individuals and we use this to: assess creditworthiness and whether you or those other individuals can afford to take the product; verify the accuracy of the data; prevent criminal activity, fraud and money laundering and manage your account(s); trace and recover debts.  
We will inform the CRAs about settled accounts. If you or those other individuals borrow and do not repay in full and on time, CRAs will record the outstanding debt. They will share this with other organisations. When CRAs receive a search from us they will place a search footprint on your credit file that may be seen by other lenders. If you are making a joint application, or tell us that you have a spouse or financial associate, we and the CRAs will link your records together, so you must inform them of this before lodging the application. At the CRAs these links will remain on your and their files until one of you successfully files for a disassociation with the CRAs to break that link. If you are a guarantor, your performance will not impact your credit profile unless a County Court Judgement is obtained against you for non-payment/breach of contract. More detail is within the Credit Reference Agencies Information Document (CRAIN).  
Call Credit [www.callcredit.co.uk/crain](http://www.callcredit.co.uk/crain). Equifax [www.equifax.co.uk/crain](http://www.equifax.co.uk/crain). Experian [www.experian.co.uk/crain](http://www.experian.co.uk/crain). Or contact us on 0207 190 5555 for a paper copy.  
You have a right to apply to the credit reference agencies for a copy of your file and there is a small fee. The information they hold may not be the same and there is a small fee that you may need to pay to each agency that you apply to. Please refer to the United Trust Bank Privacy Notice for contact details.  
26.5 We are subject to the oversight of a number of regulators including the Prudential Regulatory Authority, the Financial Conduct Authority and the Information Commissioners Office. We may have to provide personal information to our regulators as part of our legal obligations to them.

## Appendix

### PART I: The Guarantor(s)

Name (1)	Address	Postcode
Name (2)	Address	Postcode

### PART II: The Customer

Name	Address	Postcode
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**BY ENTERING INTO THIS GUARANTEE YOU MIGHT BECOME LIABLE INSTEAD OF OR AS WELL AS THE CUSTOMER. YOU SHOULD SEEK INDEPENDENT LEGAL ADVICE BEFORE ENTERING INTO THIS GUARANTEE**

DELIVERED AS A DEED: by the GUARANTOR(S) in the presence of

Guarantor Signature (1)	Guarantor (1) (print name)
Guarantor Signature (2)	Guarantor (2) (print name)
Witness Signature	Witness (print name)
Witness Address	Postcode