

## DEED OF GUARANTEE AND INDEMNITY (Personal Guarantor, Agreement specific, Unlimited)

THIS DEED is made on \_\_\_\_\_

### BETWEEN:

(1) \_\_\_\_\_ whose address is \_\_\_\_\_

Email address is \_\_\_\_\_ (the “**Guarantor**”); and

(2) **MITSUBISHI HC CAPITAL UK PLC (trading as Novuna Business Finance)** (Company Number 01630491) whose registered office is at Novuna House, Thorpe Road, Staines-upon-Thames, Surrey TW18 3HP, Email at Customerservice@novunabusinessfinance.co.uk and its successors and assigns (the “**Beneficiary**”).

### AGREED TERMS:

#### 1. Definitions

1.1. In this Deed the following words shall have the following meanings:

**Agreement:** means an agreement dated on or about the date hereof between the Beneficiary and the Customer bearing agreement number \_\_\_\_\_ as amended, restated and supplemented from time to time.

**Customer:** \_\_\_\_\_ (Company number \_\_\_\_\_) whose address is \_\_\_\_\_

**Guaranteed Obligations:** means all obligations and other liabilities from time to time due, owing or incurred by the Customer to the Beneficiary under the Agreement.

#### 2. Guarantee and Indemnity

2.1. The Guarantor unconditionally and irrevocably guarantees to the Beneficiary whenever the Customer does not pay or perform the Guaranteed Obligations when due, to pay or perform, on demand, the Guaranteed Obligations.

2.2. The Guarantor as principal obligor and as a separate and independent obligation and liability from its obligations and liabilities under clause 2.1 agrees to indemnify and keep indemnified the Beneficiary in full and on demand from and against all and any losses, costs, claims, liabilities, damages, demands and expenses suffered or incurred by the Beneficiary arising out of, or in connection with, any failure of the Customer to perform or discharge any of its obligations or liabilities in respect of the Guaranteed Obligations.

2.3. This deed is and shall at all times be a continuing security and shall cover the ultimate balance from time to time owing to the Beneficiary by the Customer in respect of the Guaranteed Obligations.

#### 3. Waiver of Defences

3.1. The Guarantor hereby undertakes to the Beneficiary that its liability hereunder shall not be impaired, reduced or discharged by:

- (i) any intermediate payment, settlement of account or discharge in whole or in part of the Guaranteed Obligations; or
- (ii) any variation, extension, discharge, compromise, dealing with, exchange or renewal of any right or remedy which the Beneficiary may now or after the date of this deed have from or against any of the Customer and any other person in connection with the Guaranteed Obligations;
- (iii) any act or omission by the Beneficiary or any other person in taking up, perfecting or enforcing any security, indemnity, or guarantee from or against the Customer or any other person;

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- (iv) any termination, amendment, variation, novation, replacement or supplement of or to any of the Guaranteed Obligations including without limitation any increase in or extension of the Guaranteed Obligations and any addition of new Guaranteed Obligations;
- (v) any grant of time, indulgence, waiver or concession to the Customer or any other person;
- (vi) any insolvency, bankruptcy, liquidation, administration, winding up, incapacity, limitation, disability, the discharge by operation of law, or any change in the constitution, name or style of the Customer or any other person;
- (vii) any invalidity, illegality, unenforceability, irregularity or frustration of any actual or purported obligation of, or security held from, the Customer or any other person in connection with the Guaranteed Obligations;
- (viii) any claim from the Customer or any other person; or
- (ix) any act or omission which would not 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 to exonerate or discharge the Guarantor or otherwise reduce or extinguish its liability under this deed.

#### **4. Termination**

- 4.1. The Guarantor may not terminate this Deed by notice to the Beneficiary or otherwise.
- 4.2. Provided the Guaranteed Obligations have been unconditionally paid in full, the Beneficiary may discharge or release the Guarantor by written instrument signed by the Beneficiary.

#### **5. Non-Competition**

- 5.1. The Guarantor has not taken and will not without the written consent of the Beneficiary take from the Customer any security whether personal or forming a charge on any property or assets of the Customer which might on the insolvency or liquidation of the Customer increase to the prejudice of the Beneficiary the proofs in such bankruptcy insolvency or liquidation or diminish the property distributable among the creditors of the Customer.

#### **6. Further Assurances**

- 6.1. The Guarantor agrees to do or execute any further assurances and documents that may be required by law or that the Beneficiary may consider necessary to establish, maintain and protect its rights and generally to carry out the true intent of this Deed.
- 6.2. The Guarantor will promptly execute all documents reasonably requested by the Beneficiary to effect, perfect, record or implement any such assignment, novation or transfer and will promptly comply with any other reasonable requests of the Beneficiary, its successors and assigns in respect of any such assignment, novation or transfer.

#### **7. Assignment**

- 7.1. The Guarantor may not assign or otherwise transfer any of its rights or obligations under this Deed. The Beneficiary may, at any time, assign any of its rights under this Deed.
- 7.2. The Beneficiary may for regulatory, legal and business purposes disclose to its agents, auditors and professional advisers and/or to any person to whom it is proposing to assign, novate or otherwise transfer any of its rights or obligations under this Deed any information about the Guarantor and any other person connected or associated with it.
- 7.3. This Deed shall be binding on the Guarantor and shall continue for the benefit of and be enforceable by the Beneficiary and its successors and assigns.

#### **8. Severance**

- 8.1. If any provision of this Deed (or part of a provision) is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the legality, validity and enforceability of the other provisions shall be unaffected.
- 8.2. 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.

#### **9. Variation of Waiver**

- 9.1. Any variation of this Deed shall be in writing and signed by or on behalf of each party.

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- 9.2. Any waiver of any right under this Deed is only effective if it is in writing and signed by the waiving or consenting party, and it applies only in the circumstances for which it is given and shall not prevent the party who has given the waiver from subsequently relying on the provision it has waived.
- 9.3. Unless specifically provided otherwise, rights arising under this Deed are cumulative and do not exclude rights provided by law.

**10. Notices**

- 10.1. Any document or notice we give you under or in connection with this Guarantee will be validly given if sent either by first class post to your usual or last known place of business, or by email to the email address specified overleaf or such other email address as you may notify to us from time to time. Such document or notice shall be deemed to have been received by you forty-eight hours after posting if sent by post or, if sent by email, on the working day following the day on which the email was sent.

**11. Third Party Rights**

- 11.1. A person who is not a party to this Deed shall not have any rights under or in connection with it.

**12. Governing Law**

- 12.1. This Deed shall be governed by and construed in accordance with English law. The Guarantor hereby irrevocably submits to the exclusive jurisdiction of the English Courts.

**This DEED has been duly executed as a deed by the Guarantor**

Guarantor's Signature

**In the presence of:**

Witness Signature

Witness Full Name: \_\_\_\_\_

Witness Address: \_\_\_\_\_

**Signed for and on behalf of the Beneficiary**

Authorised Signatory

Date

**BEFORE YOU SIGN THIS GUARANTEE ENSURE THAT YOU HAVE READ AND UNDERSTOOD ITS CONTENTS. YOU MAY BECOME PERSONALLY LIABLE TO PAY THE DEBT. YOU SHOULD TAKE INDEPENDENT LEGAL ADVICE BEFORE ENTERING INTO THIS GUARANTEE**

If you have a complaint about a product or service offered by Novuna Business Finance, then please contact our Customer Service Team on 01784 227333 or email [Customerservice@novunabusinessfinance.co.uk](mailto:Customerservice@novunabusinessfinance.co.uk). If we are unable to resolve it to your satisfaction and you are an eligible complainant, you can refer your complaint to the Financial Ombudsman Service. Please visit their website for further information: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

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