

Personal/Directors Guarantee and Indemnity

IN CONSIDERATION of Prenail Frames and Trusses Limited and its successors and assigns ("PF&T") at the request of the Guarantor(s) named below (as is now acknowledged) supplying and continuing to supply products and/or services to

_____ ("the Client") *[Insert Company Name In Box Provided]*

I/WE (also referred to as the "Guarantor/s") UNCONDITIONALLY AND IRREVOCABLY TO:

- GUARANTEE** the due and punctual payment to PF&T of all monies which are now owing to PF&T by the Client and all further sums of money from time to time owing to PF&T by the Client in respect of products and services supplied or to be supplied by PF&T to the Client or any other liability of the Client to PF&T, and the due observance and performance by the Client of all its obligations contained or implied in any contract with PF&T, including but not limited to the Terms & Conditions of Trade annexed to this Guarantee and Indemnity. If for any reason the Client does not pay any amount owing to PF&T the Guarantor will immediately on demand pay the relevant amount to PF&T.
- HOLD HARMLESS AND INDEMNIFY** PF&T on demand as a separate obligation against any liability (including but not limited to damages, costs, losses and legal fees calculated on a solicitor and own client basis) incurred by, or assessed against, PF&T in connection with:
 - the supply of products and/or services to the Client; or
 - the recovery of monies owing to PF&T by the Client including the enforcement of this Guarantee and Indemnity, and including but not limited to PF&T's nominees' costs of collection and legal costs; or
 - monies paid by PF&T with the Client's consent in settlement of a dispute that arises or results from a dispute between, PF&T, the Client, and a third party or any combination thereof, over the supply of products and/or services by PF&T to the Client.

I/WE FURTHER ACKNOWLEDGE AND AGREE THAT:

- PF&T shall have the right, at its absolute discretion:
 - to request the Guarantor on demand to complete and register a mortgage (in the form of the then current The Law Association (ADLS) all obligations mortgage) over any interest in any property owned or held by the Guarantor (whether a beneficial or legal interest and as trustee or otherwise); and
 - to lodge a caveat against the title to any property in respect of which the Guarantor owns or holds an interest (whether a beneficial or legal interest and as trustee or otherwise),
 to secure the obligations of the Guarantor under this Guarantee and Indemnity and the Guarantor irrevocably appoints PF&T as the attorney of the Guarantor for the purpose of PF&T exercising its rights under this clause whilst any obligations under this Guarantee and Indemnity remain outstanding. Where the Guarantor holds an interest in property as trustee, then for the purposes of this clause, the Guarantor warrants that it has the authority of any co-trustee (if any) to grant PF&T the rights arising under this clause and such grant is authorised by the relevant trust deed.
- I/We have received, read and understood PF&T's Terms and Conditions prior to entering into this Guarantee and Indemnity and agree to be bound by those Terms and Conditions.
- This Guarantee and Indemnity shall constitute an unconditional and continuing Guarantee and Indemnity and accordingly shall be irrevocable and remain in full force and effect until the whole of monies owing to PF&T by the Client and all obligations herein have been fully paid satisfied and performed.
- No granting of credit, extension of further credit, or granting of time and no waiver, indulgence or neglect to sue on PF&T's part (whether in respect of the Client or any one or more of any other Guarantor(s) or otherwise) and no failure by any named Guarantor to properly execute this Guarantee and Indemnity shall impair or limit the liability under this Guarantee and Indemnity of any Guarantor. Without affecting the Client's obligations to PF&T, each Guarantor shall be a principal debtor and liable to PF&T accordingly.
- If any payment received or recovered by PF&T is avoided by law such payment shall be deemed not to have discharged the liability of the Guarantor, and the Guarantor and PF&T shall each be restored to the position in which they would have been had no such payment been made.
- The term "Guarantor" whenever used in this Guarantee and Indemnity shall, if there is more than one person named as Guarantor below, mean and refer to each of them individually and all of them together unless the context otherwise requires, and the obligations and agreements on the part of the Guarantor (which shall include the Guarantor's executors, administrators, successors and permitted assignments (where applicable)) contained in this Guarantee and Indemnity shall bind them jointly and severally.
- I/We irrevocably authorise PF&T to obtain from any person or company any information which PF&T may require for credit reference purposes. I/We further irrevocably authorise PF&T to provide to any third party, in response to credit references and enquiries about me/us or by way of information exchange with credit reference agencies, details of this Guarantee and Indemnity and any subsequent dealings that I/we may have with PF&T as a result of this Guarantee and Indemnity being actioned by PF&T.
- The above information is to be used by PF&T for all purposes in connection with PF&T considering this Guarantee and Indemnity and the subsequent enforcement of the same.
- I/We have been advised to obtain independent legal advice before executing this Guarantee and Indemnity. I/We understand that I/we am/are liable for all amounts owing (both now and in the future) by the Client to PF&T.**

GUARANTOR-1
SIGNED: _____
FULL NAME: _____
HOME ADDRESS: _____
DATE OF BIRTH: _____
SIGNATURE OF WITNESS: _____
NAME OF WITNESS: _____
OCCUPATION: _____
PRESENT ADDRESS: _____
EXECUTED as a Deed this day of 20____

GUARANTOR-2
SIGNED: _____
FULL NAME: _____
HOME ADDRESS: _____
DATE OF BIRTH: _____
SIGNATURE OF WITNESS: _____
NAME OF WITNESS: _____
OCCUPATION: _____
PRESENT ADDRESS: _____
EXECUTED as a Deed this day of 20____

Note: If the Client is a sole trader or partnership the Guarantor(s) should be some other suitable person(s).