**GUARANTEE**

**IN CONSIDERATION** of Install Management Limited (“IML”) providing Goods, Materials and Services pursuant to these Terms of Trade, I/We [name] and [name] hereby personally unconditionally and irrevocably guarantee to IML the due and punctual payment of all moneys due and owing by **[name of company]** (“the Company”) to IML (including amounts incurred with or without my knowledge) and indemnify IML against any direct or indirect loss IML may suffer as a result of the Company breaching its obligations to IML. If for any reason the Company does not pay any amount due to IML when due I/we will pay the relevant amount immediately on demand being made by IML. As between IML and myself, I/we have the liability of a principal debtor. IML shall be under no obligation to take proceedings against the Company before taking proceedings against me/us. This guarantee and indemnity will not be affected by any release, waiver, delay or neglect to sue, or indulgence given by IML to the Company or any other guarantor or any other thing whereby I/we would have been released had I/we been merely a surety. I/we acknowledge my/our liability pursuant to this guarantee is joint and several if any other party has executed a guarantee in favour of IML securing the obligations of the Company.

The guarantee shall be unlimited and a continuing guarantee and shall not be discharged by any payment of monies or settlement of account.

The Guarantors liability under this guarantee shall not be discharged, abrogated, prejudiced, or affected by:

a. any alteration, modification, variation or addition to any agreement between IML and the Company;

b. any change of name or constitution of the company or IML;

c. the taking of any steps for the liquidation or administration of the company, the requesting of the removal from the Registrar under the Companies Act 1993, any amalgamation under the Companies Act 1993 or any equivalent or analogous procedure; or

d. any other act, omission or event which but for this provision might operate to discharge, impair or otherwise affect the Guarantor’s obligations under this guarantee or any of the rights, powers or remedies conferred upon IML by this guarantee at law.

If the company at any time goes into liquidation, as a result of which IML pays any payments previously made by the company back to the liquidator of the company, or pays a lesser amount by way of settlement of a voidable transaction claim by the liquidator, the Guarantor’s liability to IML shall be revived in respect of any such payments or settlement (which liability shall be in addition to any other liability of the Guarantor for unpaid money owing by the company to IML at the time of liquidation).

In the event that the company goes into liquidation and the Guarantor thereafter resists guaranteeing the due and punctual observance and performance by the company of all its obligations in respect of any agreements relating to the Works to IML and making the due and punctual payment by the company of all money owing by the company to IML, (including all money, interest, expenses and costs owing under the credit account); then the Guarantor shall be also liable to IML upon written demand for all costs and expenses howsoever and whenever incurred (including instructing a solicitor [on a solicitor-client basis] or a debt collection agency) by IML to recover any amount due for payment and all such costs and expenses shall also bear interest as provided for in the credit account or IML terms of trade (whichever shall be higher). ***1.***

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I/we acknowledge that before signing this guarantee, I/we were advised by IML to obtain independent legal advice but I/we have elected not to obtain such independent legal advice.

**EXECUTED AS A DEED**

DATED this day of 2021

SIGNED by the said: )

 )

 )

as Guarantor in the presence of: )\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SIGNED by the said: )

 )

 )

as Guarantor in the presence of: )\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

……………………………………………….

(Witness signature)

……………………………………………….

(Name)

………………………………………………

(Witness Occupation)

………………………………………………

(Witness Place of Residence)

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 ***2.***