

# GUARANTOR AGREEMENT CONTRACT

Location: \_\_\_\_\_ Date: \_\_\_\_\_

## Parties:

Guarantor Full Name: \_\_\_\_\_

Guarantor Address: \_\_\_\_\_

Guarantor Contact (Phone/Email): \_\_\_\_\_

## Principal Debtor Details:

Debtor Full Name: \_\_\_\_\_

Debtor Address: \_\_\_\_\_

Debtor Contact (Phone/Email): \_\_\_\_\_

## Loan Details:

Loan Amount (GBP): \_\_\_\_\_ GBP

Lender Name: \_\_\_\_\_

Loan Reference Number: \_\_\_\_\_

## Clause 1 – Definitions

In this Agreement, unless the context otherwise requires, the following terms shall have the following meanings: “Guarantor” means the person who gives this Guarantee; “Debtor” means the principal borrower under the Loan; “Lender” means the person or entity who has advanced the Loan.

## Clause 2 – Guarantee

The Guarantor unconditionally and irrevocably guarantees to the Lender the due and punctual payment of all monies and performance of all obligations due by the Debtor under the Loan Agreement.

## Clause 3 – Nature and Extent of Guarantee

This Guarantee is a continuing guarantee and shall remain in full force and effect until all obligations of the Debtor to the Lender are fully performed. The Guarantor’s liability is as principal debtor and not merely as surety.

## Clause 4 – Payment on Demand

The Guarantor shall pay to the Lender, immediately upon demand, any amount which is unpaid by the Debtor under the Loan, without requiring the Lender to first attempt to recover the amount from the Debtor.

## Clause 5 – No Discharge

The Guarantor’s obligations under this Guarantee shall not be released or affected by any variation, extension, renewal, or other modification of the Loan Agreement, or by any act or omission of the Lender with or without the Guarantor’s consent.

## Clause 6 – Waiver of Defences

The Guarantor waives all rights that might otherwise limit or release the Guarantee, including but not limited to any right to require the Lender to proceed against the Debtor or to enforce any other security.

## Clause 7 – Representations and Warranties

The Guarantor represents and warrants that they have full authority to enter into this Guarantee and that this Guarantee constitutes a valid and binding obligation enforceable against them in accordance with its terms.

**Clause 8 – Governing Law and Jurisdiction**

This Guarantee shall be governed by and construed in accordance with the laws of England and Wales. The parties submit to the exclusive jurisdiction of the courts of England and Wales to settle any disputes arising out of or in connection with this Guarantee.

**Clause 9 – Notices**

Any notice or communication required or permitted to be given under this Guarantee shall be in writing and shall be deemed to have been duly given when delivered by hand, sent by recorded delivery post, or by email to the addresses of the parties set out herein or as otherwise notified.

**Clause 10 – Severability**

If any provision of this Guarantee is found to be invalid, illegal or unenforceable, the remaining provisions shall continue in full force and effect and shall be construed so as to give effect to the original intent as closely as possible.

**Clause 11 – Entire Agreement**

This Guarantee constitutes the entire agreement between the parties relating to its subject matter and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written.

**Clause 12 – Counterparts and Electronic Execution**

This Guarantee may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Electronic signatures shall be deemed to be original signatures.

**Clause 13 – Costs and Expenses**

The Guarantor shall pay all reasonable costs and expenses (including legal fees) incurred by the Lender in enforcing or attempting to enforce this Guarantee.

**Clause 14 – Binding Effect**

This Guarantee shall be binding upon the Guarantor and their respective successors, assigns, and legal representatives.

**Clause 15 – No Assignment by Guarantor**

The Guarantor may not assign or transfer any of their rights or obligations under this Guarantee without the prior written consent of the Lender.

**Clause 16 – Further Assurance**

The Guarantor agrees to execute such further documents and do such acts as may be necessary to give effect to the terms of this Guarantee.

**Clause 17 – Waiver**

No failure or delay by the Lender in exercising any right or remedy under this Guarantee shall operate as a waiver thereof, nor shall any single or partial exercise preclude any other or further exercise thereof.

**Clause 18 – Relationship of Parties**

Nothing in this Guarantee shall create or be deemed to create any partnership, joint venture, fiduciary or agency relationship between the parties.

**Clause 19 – Language**

This Guarantee is executed in English and shall be construed accordingly.

**Clause 20 – Signatures**

The parties have executed this Guarantee as a deed, intending to be legally bound.

**GUARANTOR'S SIGNATURE**

**WITNESS SIGNATURE**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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