

GUARANTEE

THIS DOCUMENT

It is important to note that this document will create legally binding obligations on you in guaranteeing all monies, debts and liabilities overdue or owing to Total Aggregates Limited by the [Company/entity] pursuant to the supply of goods to the [Company].

INTERPRETATION

This document refers to certain terms which shall bear the meaning as defined within this section:

"Company" means [_____];

"Guarantor" means [_____];

"Guarantee" means this document.

1. In consideration of Total Aggregates Limited entering into this Guarantee, the Guarantor(s) hereby unconditionally and irrevocably [jointly and severally] undertake and guarantee to Total Aggregates Limited the due and punctual performance and observance by the Company of all its obligations, commitments, undertakings, warranties, indemnities and covenants under or pursuant to the Guarantee and the due and punctual payment of all sums now or subsequently payable by the [Company] to Total Aggregates Limited under this Guarantee when the same shall become due and agrees to indemnify Total Aggregates Limited against all losses, damages, costs and expenses (including legal costs and expenses) which Total Aggregates Limited may incur or suffer through or arising from any breach by the [Company] of such obligations, commitments, warranties, undertakings, indemnities or covenants. If the [Company] shall default in the payment of any sum under this Guarantee the Guarantor(s) will forthwith on demand by Total Aggregates Limited pay such sum to Total Aggregates Limited. Such guarantee and undertaking is a continuing guarantee and undertaking and shall remain in force until all the obligations of the Company under this Guarantee have been fully performed and all sums payable to Total Aggregates Limited have been fully paid.
2. The liability of the Guarantor(s) as aforesaid shall not be released, modified, impaired or diminished by any of the following:
 - a) any administration;
 - b) liquidation;
 - c) the discharge by operation of law or any change of name of the Company;
 - d) voluntary arrangement;
 - e) dissolution; and/or
 - f) appointment of receiver/liquidator.
3. If and whenever the Company defaults for any reason whatsoever in the performance of any obligation or liability undertaken or expressed to be undertaken by it under or pursuant to the Guarantee the Guarantor(s) shall, immediately on demand, unconditionally perform (or procure performance of) and satisfy (or procure the satisfaction of) the obligation or liability in regard to which such default has been made in the manner prescribed by the Guarantee and so that the same benefits shall be conferred on Total Aggregates Limited as it would have received if such obligation or liability had been duly performed and satisfied by the Company. The Guarantor(s) hereby waive any right which they may have to require Total Aggregates Limited to proceed first against or claim payment from the Company to the intent that as between Total Aggregates Limited and the Guarantor(s) the latter shall be liable as principal debtor(s) as if they had entered into all undertakings, Guarantees and other obligations jointly and severally with the Company.
4. This Guarantee [and indemnity] is to be a continuing security to Total Aggregates Limited for all obligations, commitments, warranties, undertakings, indemnities and covenants on the part of the Company under or pursuant to the Guarantee notwithstanding any settlement of account or other matter or thing whatsoever.
5. This Guarantee [and indemnity] is in addition to and without prejudice to and not in substitution for any rights or security which Total Aggregates Limited may now or hereafter have or hold for the performance and observance of the obligations, commitments, undertakings, covenants, indemnities and warranties of Total Aggregates Limited under or in connection with the Guarantee.

6. As a separate and independent stipulation, the Guarantor(s) agree that any obligation expressed to be undertaken by the Company under the Guarantee (including, without limitation, any monies expressed to be payable under the Guarantee) which may not be enforceable against or recoverable from the Company by reason of its dissolution, any legal limitation, disability or incapacity or any other fact or circumstance shall nevertheless be enforceable against or recoverable from the Guarantor(s) as though the same had been incurred by the Guarantor(s) and the Guarantor(s) were sole or principal obligor in respect thereof and shall be performed or paid by the Guarantor(s) on demand.
7. **Assignment:** The rights and liabilities under this Guarantee are personal to the Company and are not capable of being transferred or assigned to any third party unless agreed in writing by Total Aggregates Limited.
8. **Waiver:** No forbearance or delay by either party in enforcing its respective rights will prejudice or restrict the rights of that party, and no waiver of any such rights or of any breach of any contractual terms will be deemed to be a waiver of any other right or of any later breach.
9. **Cumulative Remedies:** Subject to the specific limitations set out in this Guarantee, no remedy conferred by any provision of this Guarantee is intended to be exclusive of any other remedy except as expressly provided for in this Guarantee and each and every remedy shall be cumulative and shall be in addition to every other remedy given thereunder or existing at law or in equity, by statute or otherwise.
10. **Illegality:** If any of the provisions of this Guarantee is judged to be illegal or unenforceable, the continuation in full force and effect of the remainder of them will not be prejudiced.
11. **Whole Guarantee:** This Guarantee, the Schedules and the documents annexed hereto or otherwise referred to herein contain the whole Guarantee between the parties relating to the subject matter hereof and supersede all prior Guarantees, arrangements and understandings between the parties relating to that subject matter.
12. **Counterparts:** This Guarantee may be entered into in any number of counterparts and by the parties to it on separate counterparts each of which when so executed and delivered shall be an original but all these counterparts shall together constitute one and the same instrument.
13. **Third Party Rights:** Notwithstanding any other provision of this Guarantee a person who is not a party to this Guarantee has no right under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any term of this Guarantee but this does not affect any right or remedy of a third party which exists or is available apart from the Act.

This Guarantee shall be governed by and construed in accordance with English law and each party submits to the exclusive jurisdiction of the English courts.

AS WITNESS the hands of the duly authorised representatives of the parties on the date first appearing above.

SIGNED by [_____])
a duly authorised officer for and on behalf of)
TOTAL AGGREGATES LIMITED)
in the presence of:

Witness Signature:

Witness Name:

Witness Address:

Witness Occupation:

SIGNED by [_____])
a duly authorised officer of)
THE COMPANY in the presence of:)

Witness Signature:

Witness Name:

Witness Address:

Witness Occupation: