

GUARANTEE AND INDEMNITY

To: HIRE LINE LIMITED (company number 3877496) (“the Owner”)

We:

GUARANTOR’S FULL NAME	GUARANTOR’S HOME ADDRESS

(referred to in this guarantee as “the Guarantors”)

In consideration of the Owner and at the request of the Guarantors (as the Guarantors hereby acknowledge) supplying goods, making or continuing trading with, advancing or otherwise giving credit or affording facilities to [INSERT CUSTOMER’S NAME] (“the Hirer”) in accordance with the terms and conditions attached, the Guarantors jointly and severally:

1. GUARANTEE the payment on demand to the Owner of all moneys now owing to the Owner by the Hirer and all further sums of money from time to time owing to the Owner by the Hirer in respect of equipment supplied or to be supplied by the Owner to the Hirer or any other liability of the Hirer to the Owner.
2. HOLD HARMLESS AND INDEMNIFY the Owner on demand, as a separate obligation, against any liability (including but not limited to damages, costs, losses and legal fees) incurred by or assessed against the Owner in connection with:
 - the supply of equipment to the Hirer; or
 - the recovery of moneys owing to the Owner by the Hirer including the enforcement of this guarantee; or
 - moneys paid by the Owner with the Hirer’s consent in settlement of a dispute that arises or results from a dispute between, the Owner, the Hirer and a third party or any combination thereof, over the supply of equipment by the Owner to the Hirer.
3. ACKNOWLEDGE 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 moneys owing to the Owner by the Hirer and all obligations herein have been fully paid, satisfied and performed.
4. FURTHER ACKNOWLEDGE that no granting of credit, extension of further credit, or granting of time and no waiver, indulgence or neglect to sue on the Owner’s part (whether in respect of the Hirer or any one or more of any other Guarantor(s) or otherwise) and no failure by any named Guarantor to properly execute this deed shall impair or limit the liability under this Guarantee and Indemnity of any Guarantor. Without affecting the Hirer’s obligations to the Owner, each Guarantor shall be a principal debtor and liable to the Owner accordingly.
5. AUTHORISE the Owner to obtain from any person or company any information which the Owner may require for credit reference purposes. I/We further irrevocably authorise the Owner to provide to any third party, in response to credit reference 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 the Owner as a result of this Guarantee and Indemnity being actioned by the Owner.
6. ACKNOWLEDGE that the above information is to be used by the Owner for all purposes in connection with the Owner considering this Guarantee and Indemnity and the subsequent enforcement of the same.

EXECUTED as a deed this day of 20

Signed by:)	Signed by:)
[insert name of Guarantor])	[insert name of Guarantor])
as Guarantor in the presence of:)	as Guarantor in the presence of:)

Signature of Witness

Signature of Witness

Name of Witness

Name of Witness

Address

Address

Occupation

Occupation