

DEED OF GUARANTEE AND INDEMNITY

Not regulated by the Consumer Credit Act 1974

TO: Leasing Programmes Limited of Buckland House, Westpark, Wellington, Somerset, TA21 9AD ("the Creditor"). I, the undersigned, request you, the Creditor, to enter into the agreement briefly described below ("the Agreement") and may from time to time in the future request you to enter into further agreement(s) ("Future Agreement(s)") with: ("the Customer") of _____ and, in consideration of your doing so, agree with you as set out below.

Independent Legal Advice

By entering into this Deed of Guarantee and Indemnity I, the Indemnifier, acknowledge that I might become liable instead of or as well as the Customer. I acknowledge that you strongly recommend that I obtain independent legal advice before signing.

Data Protection

I acknowledge that you may search the files of one or more credit reference agencies in respect of me and that they may retain a record of that search. If you subsequently ask me to pay under the terms of this Deed of Guarantee and Indemnity and I do not, you may record that fact with a credit reference agency. This information may be used by others in assessing applications for credit or offers of guarantee by me or members of my household and for occasional debt tracing and fraud prevention purposes. I hereby give my consent to the use by you or by any credit reference agency of any of my personal data (within the meaning of the Data Protection Act 1998) whether set out in this form or otherwise for the purposes set out in this paragraph.

Signature of Indemnifier

Individual/Partnership/Company
Signed as a Deed by <input checked="" type="checkbox"/>

Indemnifier/Partner of Indemnifier/Director * <i>Delete as appropriate</i>
Name: _____
of _____
In the presence of:
Witness: Signature _____
Name: _____
Address: _____

Particulars of Agreement

Type of Contract: _____
Description of Goods/Services: _____
Amount of Loan, Balance Financed or Total Rentals: £0.00 + VAT
Identification Numbers _____
Date _____
This Deed will also apply to all Future Agreement(s) which the Customer may enter into with the Creditor from time to time

- I hereby unconditionally and irrevocably guarantee to pay to you immediately on demand any amount which is due and payable to you by the Customer under or in connection with the Agreement and/or any Future Agreement(s) and interest on the amount or any part of it for the time being unpaid and due to you under this Deed of Guarantee and Indemnity from the date of demand on me for payment until payment, such interest to be at the rate of 2 per cent per month. Such interest shall accrue on a daily basis. Outstanding interest shall be compounded at the 31st December and annually thereafter. My obligations under the Deed of Guarantee and Indemnity shall operate as though I am the primary obligor under the Agreement and/or any Future Agreement(s) and it shall not be necessary for you before claiming payment hereunder to enforce your rights against the Customer.
- The guarantee and indemnity given by me under this deed shall be a continuing obligation until the Customer has fully and irrevocably paid all sums due to you under the Agreement and/or any Future Agreement(s).
- I will indemnify and keep you indemnified against all loss, damages, claims, costs and expenses incurred by you as a result of your entering into the Agreement and/or any Future Agreement(s), whether arising out of a breach or default by the Customer or otherwise, including and arising from the Agreement and/or any Future Agreement(s) being for any reason unenforceable against the Customer.
- A judgement against the Customer given in connection with any matter relating to the Agreement and/or any Future Agreement(s) shall also bind me.
- Any notice to me may be sent to or delivered at my address stated above, or any other address of which I may notify you in writing or my address last known to you. A notice or document shall be deemed to have been received at the start of the first business day commencing 48 hours after despatch.
- You may transfer any or all of your rights under this Deed of Guarantee and Indemnity to any other person(s). References to you include such person(s).
- If this Deed of Guarantee and Indemnity is signed on behalf of a firm, partnership, company or other body, references to I/me shall be construed accordingly. A change in the Customer's or Indemnifier's style and/or constitution will not affect my liability under this Deed of Guarantee and Indemnity. This Deed of Guarantee and Indemnity shall be irrevocable.
- No relaxation or indulgence which you may extend to the Customer or any variation of the terms of the Agreement and/or any Future Agreement(s) (including but not limited to any variation of the sums due of the payment terms) shall in any way prejudice or act as a waiver of your strict rights against me. You may without my consent and without affecting this Deed of Guarantee and Indemnity hold, renew, modify, release, omit or take, perfect, maintain or enforce any security or guarantee or right now or in the future held from or against the Customer or any other person in respect of the Agreement and/or any Future Agreement(s).
- This Deed of Guarantee and Indemnity is in addition to and is not to prejudice or be prejudiced by any other guarantee or security for the Customer which is or are now or may in the future be held by you whether from me or otherwise. It shall not be necessary for you before claiming payment under this Deed of Guarantee and Indemnity to resort to or seek to enforce any other guarantee or security whether against the Customer or any other person.
- Until all money due or incurred by the Customer to you under the Agreement and/or Future Agreement(s) shall have been paid or discharged in full notwithstanding payment in whole or in part of the amount recoverable from me under this Deed of Guarantee and Indemnity or any purported release or cancellation hereof I covenant that I will not by virtue of any such payment or by any other means or on any other ground:-
 - Claim any set-off or counter-claim against the Customer in respect of any liability on the part of me to the Customer;
 - Make or enforce any claim or right against the Customer or prove in competition with you whether in respect of such claim or right;
 - Be entitled to claim or have the benefit of any set-off counter-claim or proof against or dividend composition or payment by the Customer or the Customer's estate;
 - Be entitled to claim or have the benefit of any security or guarantee now or hereafter held by you for any money or liabilities due or incurred by the Customer to you or to have any share therein;
 - Accept any repayment from the Customer of any amount owed by the Customer to me.
- This Deed of Guarantee is governed by and shall be construed in accordance with the laws of England and Wales
- My particulars stated above are true and accurate in every detail.