

Personal Guarantee

In consideration of [REDACTED], including its successors and assigns (**Hire Company**) providing Equipment or Services to [REDACTED] (**Hirer**) from time to time, the person(s) named below ("**Guarantor**"):

1. Guarantees the due and punctual payment by the Hirer of all monies payable by the Hirer to the Hire Company under any contract for the hire of Equipment and/or the provision of Services (**Hire Contract**) and the performance of all the Hirer's obligations to the Hire Company under any Hire Contract, including in respect of the Hire Company's terms and conditions from time to time.
2. Agrees that if the Hirer does not pay any moneys owing, or perform any obligation referred to in paragraph 1, the Guarantor will pay such amounts (without counterclaim or any deduction or set off) and perform such obligations on demand.
3. Indemnifies the Hire Company against any liability (including but not limited to damages, costs, losses and legal fees calculated on a solicitor and own client basis) incurred by, or assessed against, the Hire Company in connection with the Hirer's failure to comply with any obligations under the Hire Contract.
4. Acknowledges that this guarantee shall be a continuing, absolute and unconditional guarantee for all debts and obligations owing whatsoever and whenever incurred by the Hirer with the Hire Company and shall remain in force until all monies have been repaid and obligations owing have been performed.
5. Acknowledges that my liability as Guarantor shall be deemed to be that of a principal debtor and shall not be discharged, abrogated, prejudiced or affected by:
 - i. the provision of any other guarantee;
 - ii. the granting of time, credit or other indulgence or other concession to the Hirer or to any other guarantor;
 - iii. any alteration, modification, variation or addition to any Hire Contract;
 - iv. the insolvency of the Hirer or any guarantor; or
 - v. any other act, omission or event which would release one liable only as a surety.
6. Acknowledges that where there is more than one guarantor the obligations of the guarantors are joint and several.
7. Acknowledges that I have had the opportunity to take independent legal advice prior to signing this guarantee. Where I have not taken such independent legal advice I have acted on my own volition, and the choice was freely made, and I irrevocably waive all and any rights which the lack of that independent advice might otherwise have given.
8. Signs this guarantee as a deed.

Guarantor

Signature: _____ Name: _____

Date: _____

Guarantor's signature witnessed in the presence of:

Signature of witness: _____ Name of witness: _____

Occupation of witness: _____ Address of witness: _____