

GUARANTEE AND INDEMNITY

To: You, Kingsway Finance & Leasing plc

Of: Barons Court, Manchester Road, Wilmslow, Cheshire SK9 1BQ and your assigns

Name of customer _____
 Address of customer _____
 _____ Postcode _____
 Type of agreement _____
 Description of goods _____
 Agreement Number _____

In consideration of your, at my/our request, entering into the Agreement with the Customer in respect of the Goods described above, I/we

- (1) hereby guarantee the payment to you on demand of all the sums that become payable to you by the Customer under the Agreement and the due performance and observance by the Customer of all the terms and conditions of the Agreement;
- (2) hereby indemnify you against any failure by the Customer to observe and perform the Customer's obligations set out in the Agreement and agree to pay you on demand any sums which the Customer has agreed to pay you under the Agreement and any sums which may become payable to you as a consequence of the Customer's said failure;
- (3) hereby agree that your rights against me/us arising under this guarantee and indemnity will not be affected if the goods described in the Agreement do not exist or by your giving any time or you making any concession to me/us, to the Customer or any other guarantor or indemnifier of the Customer in connection with the Agreement or by any variation of any of the terms of the Agreement;
- (4) hereby agree to any discharge of my/our liability shall be on the condition that no other payment made or security given to you in connection with the Agreement shall be invalidated or reduced as a consequence of bankruptcy or liquidation of the Customer or any person who has made payment or given security or for any other reason;
- (5) hereby agree that you may transfer all or any of your rights under this guarantee and indemnity to any other person.

If two or more of us provide this guarantee and indemnity the undertakings given above shall be binding on each of us separately and all of us jointly.

Dated _____ 20 _____

You may make and register a search against me/us at any licensed credit reference agency. This and any information I/we have given you may be used for the purposes of credit assessment, prevention of fraud, tracing debtors and recovery of your property. You may also disclose information about me/us and this guarantee and indemnity to any other member of the group of companies of which you are a member and any member of the group of companies of which your holding company is a member or any person acting on your or my/our behalf for any purpose connected with these groups' respective businesses. You or those identified above, may also contact me/us about services which may be of interest to me/us. I/we may choose not to be contacted this way. You may also register with any licensed credit reference agency any failure to fulfil my/our obligations under this guarantee and indemnity.

Signature(s) _____
 Of guarantor _____

DO NOT SIGN THIS GUARANTEE UNLESS YOU HAVE READ AND UNDERSTOOD ITS CONTENTS. YOU MAY BECOME PERSONALLY LIABLE TO PAY THE DEBT. IF IN DOUBT SEEK ADVICE FROM A SOLICITOR BEFORE SIGNING.

Full name and address of guarantor _____

Signature of Witness _____ Signature of 2nd Witness _____
 (required in Scotland only)

Name _____ Name _____

Address _____ Address _____
