



## DIRECTOR GUARANTEE

**THIS AGREEMENT IS MADE** on the:

**BETWEEN**

(1) \_\_\_\_\_ (The "Guarantor") and

(2) CJ O'Shea (Plant Hire) Ltd (The "Creditors")

**NOW IT IS HERBY AGREED** as follows:

1. As inducement for the Creditor, from time to time extended credit to ( \_\_\_\_\_ ), it is hereby agreed that the Guarantor does hereby guarantee to the Creditor the prompt, punctual and full payment of all monies now or hereinafter due to the Creditor from the Customer.
2. Until termination, the guarantee is unlimited as to amount or duration and shall remain in full force and effect notwithstanding any extension, compromise, adjustment, forbearance, waiver, release, or discharge of any party guarantor, or release, in whole or in part of any security granted for the said indebtedness or compromise or adjustment thereto, and the Guarantor waives all notices thereto.
3. The obligations of the Guarantor shall at the election of the Creditor be primary and no necessarily secondary and the Creditor shall not be required to exhaust its remedies as against the Customer Prior to enforcing its rights under this guarantee against the Guarantor.
4. The guarantee hereunder shall be unconditional and absolute and the guarantor waives all rights of subrogation and set-off until all sums due under the guarantee are fully paid.
5. In the event payments due under this guarantee are not paid punctually upon demand, then the Guarantor shall pay all reasonable costs and solicitors' fees necessary for the collection and enforcement of this guarantee.
6. This guarantee may be terminated by the Guarantor upon (14) days written notice of termination being delivered to the creditor. Such termination shall extend only to credit extended by the creditor after the expiry of the said fourteen (14) day period and not prior extended credit, or goods in transit received by the Customer after the expiry of the fourteen-day period.
7. The Guarantor warrants and represents it had full authority to entire into this guarantee.

8. This guarantee shall be binding upon to inure to the benefit of the parties, their successors and assigns.
9. The guarantor confirms he has been advised by the company to obtain independent advice as to the nature and affect of this agreement prior to the execution thereof and is signing this agreement on that basis under no duress or economic pressure.

**IN WITNESS OF WHICH** the parties have signed this agreement the day and year first above written.

\_\_\_\_\_  
Signed by or on behalf of the Guarantor

\_\_\_\_\_  
Print Name and position

\_\_\_\_\_  
In the presence of (witness)

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Occupation: \_\_\_\_\_

\_\_\_\_\_  
Signed by or on behalf of the Creditor

\_\_\_\_\_  
In presence of (Witness)

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Occupation: \_\_\_\_\_