

# Deed of Guarantee and Indemnity – Individual

De Lage Landen Leasing Ltd, Rushmoor Court, Croxley Business Park, Watford, Herts, WD18 8EZ

**INDEMNIFIER** Name: \_\_\_\_\_ Tel no: \_\_\_\_\_  
Address: \_\_\_\_\_

**HIRER** Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Post Code: \_\_\_\_\_

For the purpose of this Guarantee and Indemnity, ('Indemnity');

the word 'you' and its derivatives means the Indemnifier;

the word, 'we' and its derivatives means De Lage Landen Leasing Ltd and its respective principal or assignee;

the term 'Hirer' means a hirer or a customer under any Agreement;

the term 'any Agreement', means any Hire Purchase, Lease or Rental Agreement now in being or to be entered into between us and the Hirer.

1. You;
- a. guarantee and undertake to discharge, on demand, without set-off or counterclaim against us, the payment by the Hirer of all sums, (whether present or future), stated to be payable by the Hirer under any Agreement and the performance of all the Hirers' obligations under any Agreement as if you were primary obligor; and,
- b. undertake to indemnify us, on demand, against all losses, costs, interest and expenses incurred by us as a result of our having entered into any Agreement, whether as a result of the Hirer failing to perform any of its obligations under any Agreement or otherwise, or in connection with enforcing or exercising any powers under this Indemnity; and,
- c. agree that your liability under this Indemnity shall not in any way be discharged or affected by:
  - (i) any of the payment obligations of the Hirer under any Agreement being at any time void or unenforceable against the Hirer for any reason, (you will remain liable to us as principal debtor for the same amount as that for which you would have been liable had such payment obligations not been void or unenforceable, and further agree to discharge that liability on demand); or,
  - (ii) any matter, act or omission, which but for this provision, might affect such obligations, or operate to release you from them. Accordingly, we may without your consent and without affecting, in, any way, your liability to us under this Indemnity, allow the Hirer or any other person any time or indulgence, or enter into or make any arrangement with the Hirer or any other person.
2. You represent that the Equipment, the subject of any Agreement, exists.

3. You waive all rights that you may have to claim against the Hirer in respect of any obligation you may have incurred as a result of giving us this Indemnity, or otherwise, and agree not to claim any set-off or counterclaim or make claim in any insolvency of the Hirer until the Hirer's obligations to us have been discharged in full.
4. The obligations expressed to be undertaken by you are those of primary obligor and not merely as surety.
5. Where the Indemnifier is two or more persons, you will be liable to us jointly and severally.
6. You acknowledge and agree that this Indemnity shall be a continuing security, binding on you until such time as all the Hirer's obligations under any Agreement have been properly discharged.
7. In the absence of manifest error, a certificate signed by one of our officers which states that a specified amount has become due and payable under this Indemnity shall be sufficient evidence of that fact.
8. We may serve you with any notice or demand under this Indemnity by post or fax to your address shown above. Proof of dispatch shall be conclusive evidence of receipt by you in the due course of transmission.
9. If we do not, at any time, enforce any of our rights under this Indemnity, we do not waive any of those rights.
10. If any one or more of the terms of this Indemnity is or becomes illegal, invalid, or unenforceable, such illegality, invalidity or unenforceability shall not invalidate any other provisions of this Indemnity which shall remain in full force and effect.
11. We may, and you may not, assign and/or transfer (by way of security or otherwise) all our rights and interests under this Indemnity to or in favour of any third party providing funding for the Equipment subject to any Agreement and, by signing below, you hereby consent to any such transfer.
12. You acknowledge that when this Indemnity was presented for signature, a copy was left with you.
13. This Indemnity is governed by English Law.

**This Guarantee and Indemnity is signed and delivered as a deed on the \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_ in favour of De Lage Landen Leasing Ltd**

**Signed** .....

**Name**.....

**Witness**.....

**Name** .....

#### IMPORTANT – USE OF YOUR INFORMATION

1. You have a right to know how we will use your personal information. It is important that you should read the "use of your information" notice below before you sign.
2. We may send you information about products of ours and others which may be of interest to you.  
We may pass your details to other selected businesses to send you information about their products.  
**You have a right at any time to stop us from contacting you or giving your details to others for these purposes.**  
**You may write to us at the above address if you wish us to stop.**

#### USE OF YOUR INFORMATION

In considering your application we will search your record at credit reference agencies. They will add to your record details of our search and your application and this will be seen by other organisations that make searches.

We will also add to your record with the credit reference agencies details of your agreement with us and any default or failure to keep to its terms.

These records will be shared with other organisations and used by us and them to:

- help make decisions about credit and credit related services such as insurance for you and members of your household;
  - trace debtors, recover debt, prevent money laundering and fraud, and to manage your accounts.
- For these purposes we or they may make further searches. Although these searches will be added to your record, they will not be shared with others.

We and the credit reference agencies may also use the records for statistical analysis about credit. We may also use information about you to carry out market research.

**Please telephone us if you want to have details of those credit reference agencies from whom we obtain and to whom we pass information about you. You have a legal right to these details.**

**You have a right to receive a copy of the information we hold about you if you apply to us in writing. A fee will be payable.**