**DEED OF GUARANTEE OF UNDERTAKING**

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**THIS DEED is made the ……………………. day of ………………****….. 20..**

**WHEREAS [INSERT NAME OF COMMISSIONING AUTHORITY]** of [INSERT COMMISSIONING AUTHORITIES ADDRESS] (hereinafter called the "*Client*") and **[INSERT NAME OF SUPPLIER]** whose registered office is situate at **[INSERT ADDRESS]** (hereinafter called “the *Supplier”)* have under the Professional Services Partnership Framework 4 2023 – 2027 contract entered into an Order whose reference number is [ENTER PACKAGE ORDER REF NO.] and title is [ENTER PACKAGE ORDER TITLE] dated .…..……………………..……….. …… hereinafter referred to as "the Contract") for the provision of **……………………** all as more fully described in the Contract, in accordance with the rates included in the tendered *quotation information*.

**AND WHEREAS** under the terms of the Contract, the *Supplier* is required to procure a guarantee to be given by its ultimate parent company for the due performance of all the *Supplier's* obligations or liabilities under the Contract.

**NOW THEREFORE** it is agreed as follows:

1. We ………………………………………………………………whose registered office is situated at ………………………………………………………………………………….. as the ultimate parent company and guarantor (hereinafter referred to as "the Guarantor") of the *Supplier* guarantee unconditionally and irrevocably as a primary obligation to you the *Client* and not as a surety that the *Supplier* shall perform all of its obligations or liabilities contained in and in accordance with the Contract.

2. If the *Supplier* shall fail to so perform any of its obligations under the Contract or any of its liabilities arising out of or in connection with the same, the Guarantor shall forthwith perform such obligations or liabilities on the same terms or conditions as contained in the Contract or cause a third party acceptable to the *Client* to so perform such obligations or liabilities on the same terms and conditions, the due or forthwith performance of which the Guarantor shall guarantee by virtue of this Guarantee as if such third party were the *Supplier*.

3. The variation, amendment, extension or suspension of the Contract or the giving of time by the *Client* or any negligence or forbearance by the *Employer* in enforcing its obligations either under the Contract or under this Guarantee or any other indulgence, concession or arrangement granted, made or entered into by the *Employer* shall not in any way prejudice the Guarantor's obligations under this Guarantee to the *Employer*, in whole or in part, pursuant to the terms thereof.

4. The Guarantor hereby authorises the *Supplier* and the *Employer* to make any amendment or variation to the Contract, the due performance of which amendment or variation shall be likewise guaranteed in accordance with the terms of this Guarantee.

5. This Guarantee shall continue in effect until all the obligations and liabilities of the *Supplier* under or in connection with the Contract have been performed and complied with and notwithstanding any change in the shareholding by the Guarantor in the *Supplier.*

6. This Guarantee is subject to English law and the jurisdiction of the English Courts.

**IN WITNESS** whereof the Guarantor has caused its common seal to be hereunto affixed

**EXECUTED** as a **DEED** by )

the **GUARANTOR**

acting by its secretary and a director )

or by two directors )

 Director

####  Director/Company Secretary

THE COMMON SEAL of )

the CLIENT

was hereunto affixed in the presence of: )

 Authorised Signatory