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Home Office

AUTHORITY: The Secretary of State for the Home Department

## **Schedule 7.2 – Form of Guarantee**

Secure English Language Testing Services

Trinity College London

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Date: 2014

**The Secretary of State for the Home Department**  
The Authority

***[Insert name of parent]***  
The Parent

Guarantee

Relating to the provision of Secure English Language Testing



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2.2 If the Concessionaire fails to pay any of the Liabilities when and as they become due and payable, the Parent shall on demand pay to the Authority an amount equal to any sum or sums which have not been paid by the Concessionaire.

2.3 In addition, the Parent agrees to procure that the Concessionaire shall perform and comply with all Obligations and the Parent agrees to indemnify the Authority against all losses, damages, costs or expenses suffered or incurred by the Authority in consequence of any failure by the Concessionaire to perform or comply with the Obligations.

**3. Saving Provisions**

- 3.1 This Guarantee shall not be reduced, discharged or otherwise adversely affected by:
- (a) any grant of time or other indulgence or any extension, renewal, acceptance, forbearance or release in respect of any Liabilities or Obligations;
  - (b) any waiver or release of any right or option of the Authority under the terms of the Services Agreement;
  - (c) any modification of or variation to the terms of the Services Agreement;
  - (d) any irregularity, defect or informality in the Services Agreement or any legal limitation, disability or incapacity of the Concessionaire or lack of authority of any director, manager, official or any other person appearing to be acting for the Concessionaire;
  - (e) any transfer or assignment of rights or obligations under the Services Agreement;
  - (f) any corporate reorganisation, reconstruction, amalgamation, dissolution, merger, acquisition of or by or other alteration in the corporate existence or structure of the Concessionaire;
  - (g) any composition or arrangement made by the Authority with the Concessionaire or any other person;
  - (h) any dealing with, exchange, modification or abstention from perfecting or enforcing any right held by the Authority from or against the Concessionaire or any other person; nor
  - (i) any other act, omission, matter or thing which, but for this provision, would or might reduce, discharge or otherwise adversely affect the obligations of the Concessionaire,

(it being the intention of the Parent that the Guarantee given by it shall be absolute and unconditional in any and all circumstances and that the Guarantee may be enforced by the Authority as often as the need may arise).

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3.2 The Guarantee shall remain in full force and effect until final payment in full of all Liabilities and performance in full of all Obligations in accordance with the terms and provisions of the Services Agreement, notwithstanding the insolvency, liquidation, bankruptcy or dissolution of the Concessionaire or any other event of any nature.

3.3 Any settlement or discharge between the Parent and the Authority shall be conditional upon no payment to the Authority by the Concessionaire or any other person being avoided or reduced by virtue of any provisions or enactments relating to bankruptcy, liquidation or insolvency for the time being in force and to the extent that any payment is so avoided or reduced, the Authority shall be entitled to recover the amount of such payment from the Parent subsequently as if such settlement or discharge had not occurred.

**4. Partial Invalidity**

4.1 If at any time any provision of this Guarantee is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Guarantee, nor the legality, validity or enforceability of such provision under the law of any other jurisdiction, shall in any way be affected or impaired thereby.

**5. Governing Law**

5.1 This Guarantee shall be governed by and interpreted in accordance with English law.

IN WITNESS whereof this Guarantee has been executed and delivered as a deed on the day and year first above written.

**SIGNED as a DEED by THE SECRETARY OF STATE FOR THE HOME DEPARTMENT** acting by:

.....  
Authorised Signatory

**EXECUTED and DELIVERED as a DEED by** ..... acting by two directors or a director and the company secretary:

Director: .....

Director/Secretary: .....