



**PLEASE NOTE:** These sample documents are meant for reference only. Your completed document may appear different to this sample and may be more/less extensive depending on the options and clauses you choose to include/exclude. These sample documents are not kept up to date, however the documents that you produce are updated regularly.

This sample is only a sample of the category of document, not necessarily the specific document it is assigned to.

The first 3 pages only of the document are provided in this sample, the document you purchase will contain all pages, and will be customized to your specifications.

Copyright © 2006-2009 LawLive



---

## UNSECURED LOAN AGREEMENT COMPANY TO COMPANY

---

**THIS UNSECURED LOAN AGREEMENT** made on

THE \_\_\_ DAY OF \_\_\_\_\_ 20\_\_

BETWEEN

ABC Company Limited (the “**Lender**”);

AND

Sample Company Limited (the “**Borrower**”)

AND

John Smith (the “**Guarantor**”)

**THIS UNSECURED LOAN AGREEMENT** made on the \_\_\_ day of \_\_\_\_\_ 20\_\_.

**BETWEEN:** ABC Company Limited of 1 Smith Lane London WC2A 1PL  
(the “Lender”);

**AND** Sample Company Limited of 52 Chance Lane London WC2A 1PL,  
(the “Borrower”);

**AND** John Smith of 104 Burberry Street London WC2A 1PL (the “Guarantor”)

**WHEREAS:**

- A.** The Borrower is indebted to the Lender for the amount of the loan as set out below in Clause 1.
- B.** The Lender has and may advance further moneys to the Borrower by way of loan.
- C.** The Lender and the Borrower wish to formally record the terms of all borrowings past, present or future that might be made by the Borrower from the Lender and unless otherwise agreed in writing, the terms of this Loan Agreement shall apply to all such borrowings.
- D.** The Guarantor has agreed to guarantee the Borrower's obligations to the Lender in this Loan Agreement.

**THE PARTIES AGREE AS FOLLOWS:**

**1. ACKNOWLEDGEMENT OF THE LOAN**

- 1.1. The Borrower acknowledges that the Lender has lent to the Borrower the sum of £150,000.00 (the “Loan”). This Loan was made to the Borrower on 07/05/2009. This Loan is unsecured.
- 1.2. The Borrower further acknowledges that the terms of this Loan Agreement are the terms upon which the Lender is prepared to continue to lend the Loan to the Borrower
- 1.3. The Borrower acknowledges that the Lender may at any time hereafter lend further moneys to the Borrower. These further advances shall form part of the Loan and the terms of this Loan Agreement shall apply thereto.

**2. REPAYMENT OF LOAN**

- 2.1. All moneys lent to the Borrower by the Lender including the Loan must be repaid by the Borrower to the Lender as follows:
  - 2.1.1. immediately upon receipt by the Borrower of a written demand from the Lender requiring the Borrower to repay the Loan; or
  - 2.1.2. upon any default by the Borrower; or

- 2.1.3. upon any other event referred to in this Loan Agreement that entitles the Lender to require repayment of the Loan.
- 2.2. If the Loan becomes repayable then the Lender may at the Lender's discretion require only partial repayment of the Loan, in which event the balance of the Loan not repaid continues to be immediately due and owing and the terms of this Loan Agreement apply.
- 2.3. The Borrower will repay the Loan by instalments of Five Hundred Pounds (£500) each month payable on the last calendar day of that period, such instalments starting from the month following the execution of this Loan Agreement. If there is an amount outstanding on the Loan when it falls due for repayment, the balance owing will be repayable as set out in this clause.
- 2.4. The Borrower promises and undertakes to repay the Loan to the Lender as set out in Clause 2. Any failure by the Borrower to comply with this clause is a breach of an essential term and, notwithstanding anything in this Loan Agreement, the whole of the Loan then owing becomes immediately due and payable.

### **3. RIGHT TO REPAY**

- 3.1. Notwithstanding Clause 2, the Borrower may at any time repay the whole or any part of the Loan at any time even though no demand has been made for repayment and even though the term of the Loan has not expired.

### **4. INTEREST**

- 4.1. The Borrower will pay interest to the Lender on the Loan on so much of the Loan as is outstanding from time to time at the rate of 7.25 % per annum.
- 4.2. The Borrower will pay interest on the Loan or any balance of the Loan on a monthly basis. This will be an Interest Period. The interest must be paid by the Borrower within 7 days of the expiry of each Interest Period. The interest is to be calculated on the amount of the Loan outstanding at the beginning of the Interest Period. Any failure to pay interest by the Borrower under this clause is a breach of an essential term of this Agreement. If the Borrower is paying by instalments, such instalments shall first be applied towards the payment of any interest outstanding at the time and secondly as to the balance in whole or partial repayment of the Loan. The interest is to be calculated on the amount of the Loan outstanding at the beginning of the Interest Period. Any failure to pay interest by the Borrower under this clause shall be a breach of an essential term of this Agreement.

### **5. DEFAULT BY BORROWER**

- 5.1. If the Borrower defaults in paying any instalment of the Loan in accordance with Clause

