01/20

Guarantee and Indemnity

Not regulated by the Consumer Credit Act 1974

CATFOSS Finance

Agreement No. _____

To Catfoss Finance Limited
(Name and Address of Creditor)
Elite House, Spellowgate, Driffield, East Yorkshire YO25 5UP ('the Creditor')

I, the Indemnifier named below, request you, the Creditor (which expression includes the Creditor's successors and assigns), to enter into the agreement briefly described below ('the Agreement') with:

XXXXXX
(Full names)
of XXXXXX
(Postal address)
XXXXXX ('the Customer')

and, in consideration of your doing so, irrevocably agree as follows:

1 I will pay to you, on demand, any amount which is due and payable and unpaid to you by the Customer under the Agreement;
2 I will indemnify and keep you indemnified against all loss, damages, claims, costs and expenses incurred by you as a result of your entering into the Agreement, whether arising out of a breach or default by the Customer or otherwise, including any arising from the Agreement being for any reason unenforceable against the Customer.
3 A judgment against the Customer given in connection with any matter relating to the Agreement shall also bind me.
4 Any notice to me may be sent to or delivered at my address stated above, any other address of which I may notify you in writing or my address last known to you.
5 You may transfer this Guarantee and Indemnity and/or any or all of your rights under it to any person(s) provided that this does not affect my obligations under this Guarantee and Indemnity or my rights. References to `you' include such person(s).
6 If this Guarantee and Indemnity is signed on behalf of a firm, partnership, company or other body, references to 'I/me' shall be construed accordingly. This guarantee and indemnity will not be affected by my death (but shall be binding upon my Personal Representatives), nor by any change in the composition of the debtor or the Indemnifier.
7 No relaxation or indulgence which you may extend to the Customer shall in any way prejudice or act as a waiver of your strict rights against me.
8 My particulars stated below are true and accurate.

Acknowledgement by You

(1) By entering into this Guarantee and Indemnity you, the Indemnifier, might become liable instead of or as well as the Customer. You acknowledge that you should seek independent legal advice before signing.
(2) You acknowledge that you have received a copy of this Guarantee and Indemnity.

Particulars of the Agreement

Type of Contract XXX
(Insert Hire Purchase, Credit Sale, Loan, Hire or as appropriate)
(Select applicable)

Description of Goods/Services XXX
(if applicable)
XXX

Amount of Loan £ XXX

Registration/Identification Number XXX

Particulars of Indemnifier

Surname XXX Title XX
(Block capitals) (Mr/Mrs/Ms/Miss etc)
Forenames in full XXX
Date of birth XXXXXX Married/single XXX
Address XXXXXX

Occupation XXXXXX
Business address or employer's name and address
XXXXXX
XXXXXX
XXXXXX How long so engaged? XXXXXX Years

Occupied as: ☑ owner ☑ tenant (tick box)
How long occupied: XX years Phone No. Home XXXXXX Business XXXXXX
Previous address (if less than three years at present address) XXXXXX
XXXXXX How long occupied: XXX years

IMPORTANT: USE OF YOUR PERSONAL INFORMATION

You should have been provided with, or made aware of the availability of our 'Privacy Notice' prior to entering into this Guarantee and Indemnity, that is, at the time when your personal data were obtained by us.
The Privacy Notice:

- provides information on how we control, protect, handle and process your personal data in connection with this Guarantee and Indemnity, including how we may use Credit Reference and Fraud Prevention Agencies;
- provides information about your data protection rights; and
- details your marketing options and preferences (where applicable)

By signing this guarantee and indemnity you acknowledge that you have read and understood the contents of the Privacy Notice.

Signature of* Indemnifier _____

Date of Indemnifier's Signature _____

If signed on behalf of the indemnifier insert the words 'on behalf'

Witness: Signature _____
Name _____
Address _____

NOTE: *Where there is more than one indemnifier, a separate form must be signed by each.*

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