



**CATFOSS
Finance**

Giving Business The Credit It Deserves

Agreement no:

Guarantee and Indemnity related to a Commercial Loan/Hire/Lease/Hire Purchase Agreement

Between us (the Lender/Owner) and you (the Guarantor), on the terms below

Lender/Owner: Name: Catfoss Finance Limited

Address: Elite House, Spellowgate, Driffield, East Yorkshire

Postcode: YO25 5UP

Company Registration No: 04218973

Tel: 01377 258067

Email: processing@catfossfinance.com

Borrower/Hirer: Name(s):

Address:

Postcode:

Tel:

Email:

Guarantor: Name(s):

Address:

Postcode:

D.O.B:

Tel:

Email:


YOUR RIGHTS: IMPORTANT – YOU SHOULD READ THIS CAREFULLY

Under this Guarantee and Indemnity, **you may have to pay instead** of the Borrower/Hirer and fulfill any other obligations under the Guarantee and Indemnity.

DETAILS OF AGREEMENT

Agreement Type:

Agreement Number: _____

Term:  _____ : for: £



A copy of the Agreement accompanies this Guarantee and Indemnity.

REQUIREMENT

The Guarantor is required to execute this Guarantee and Indemnity Agreement with the Lender/Owner in order for the Agreement to be completed and/or the loan/hire to be advanced.

APPOINTMENT AS THE GUARANTOR

For Loans and Hire Purchase

You acknowledge and accept that it is a condition of the Borrower/Hirer's request for a loan under the Loan/Hire Purchase Agreement, and the advance by the Lender/Owner of such loan, that the Borrower/Hirer is required to nominate an individual as a Guarantor and our Indemnifier to provide personal security to us in relation to the Borrower/Hirer's obligations, in accordance with the terms of this Guarantee and Indemnity Agreement.

In consideration of the Lender/Owner granting the loan sought by the Borrower/Hirer, you acknowledge and accept the Borrower/Hirer's nomination and appointment of you as the Borrower/Hirer's Guarantor in relation to the Agreement. You request the Lender/Owner enters into the Loan/Hire Purchase Agreement with the Borrower/Hirer and agree to be bound by the terms of this Guarantee and Indemnity Agreement.



For Hire and Lease

You acknowledge and accept that it is a condition of the Hirer's request for a hire/lease Agreement, and the provision of goods under such agreement, that the Hirer is required to nominate an individual as a Guarantor and our Indemnifier to provide personal security to us in relation to the Hirer's obligations, in accordance with the terms of this Guarantee and Indemnity Agreement.

In consideration of the Lender/Owner granting the loan sought by the Borrower/Hirer, you acknowledge and accept the Borrower/Hirer's nomination and appointment of you as the Borrower/Hirer's Guarantor in relation to the Agreement. You request the Lender/Owner enters into the Loan/Hire Purchase Agreement with the Borrower/Hirer and agree to be bound by the terms of this Guarantee and Indemnity Agreement.

GUARANTOR'S OBLIGATIONS

- You are a UK resident and homeowner.
- You confirm that you are over the age of 18.
- You confirm that you have a good credit history.
- You have the financial means and income to meet the repayments and all other liabilities due under the Agreement and this Guarantee and Indemnity Agreement.
- You hereby Guarantee (by way of a continuing security) upon demand being made to you by the Lender/Owner the payment by the Borrower/Hirer of all sums due under the Agreement.
- You hereby Guarantee the due and punctual performance of all the Borrower/Hirer's obligations owing under the Agreement.
- You undertake that you will, upon any demand made to you by the Lender/Owner, pay to the Lender/Owner all sums payable by the Borrower/Hirer under the Agreement, whether such sums become payable by reason of any breach by the Borrower/Hirer of the Agreement or otherwise.
- You will on demand indemnify the Lender/Owner and keep the Lender/Owner indemnified against all loss and damage which the Lender/Owner may sustain by reason of any failure or breach by the Borrower/Hirer to perform or observe any of the terms and conditions of the Agreement.
- You agree to pay the Lender/Owner all costs and expenses the Lender/Owner may incur enforcing this Guarantee and Indemnity Agreement.

GUARANTOR'S LIABILITY

You acknowledge and accept that your liability under the Guarantee and Indemnity Agreement shall not be discharged, diminished or otherwise affected by:

- Any variation of the Loan/Hire/Lease/Hire Purchase Agreement;
- Any compromise with the Borrower/Hirer or agreement to release or not to pursue the Borrower/Hirer;
- Any other security, taken by the Lender/Owner in respect of the Borrower/Hirer's obligations under the Loan/Hire/Lease/Hire Purchase Agreement;
- The Lender/Owner delaying or granting the Borrower/Hirer time for indulgence or settlement under the Loan/Hire/Lease/Hire Purchase Agreement;
- The Lender/Owner delaying or granting you time for indulgence or settlement under this Guarantee and Indemnity Agreement;
- The death or bankruptcy of the Borrower/Hirer.

KEEPING YOU INFORMED

To keep you informed, the Applicant has agreed that we can share information with you as to the status of their account.



REPAYMENTS BY THE GUARANTOR

Upon failure by the Borrower/Hirer to make repayments, you confirm that you are willing and able to repay the amounts due. Payment can be made by card payment or bank transfer to our bank account. We will contact you if a payment remains outstanding and ask you to make payment. We will **not** keep your card payment on file unless you specifically require us to do so.

CONTINUOUS PAYMENT AUTHORITY (CPA)

We will only set up and confirm a Continuous Payment Authority (CPA) with you when you specifically request us to do so. This process will be at your behest when you are happy to take over the repayments on behalf of the Borrower/Hirer. We will confirm the repayment schedule in writing with you and seek your written authority.

INDEPENDENT ADVICE

You should **not** accept the appointment as the Guarantor of the Borrower/Hirer unless you understand the obligations you are accepting. If you are unclear of your obligations or the implications of this Guarantee and Indemnity Agreement, we strongly recommend that you take independent legal advice from a solicitor.

You should enter this Guarantee and Indemnity Agreement freely. You should not enter and agree to be bound by the terms of this Guarantee and Indemnity Agreement under the duress or other undue influence of the Borrower/Hirer or any other party.

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 Agreement, that is, at the time when your personal data was obtained by us.

The Privacy Notice:

- Provides information on how we control, protect, handle and process your personal data in connection with this Agreement, 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 Agreement, you acknowledge that you have read and understood the contents of the Privacy Notice.

GENERAL

- "Terms" include, without limitation, the Terms and Conditions.
- Words and expressions to which meanings have been given on page 1 shall have those meanings in these terms.
- References to any Act or regulation includes any amendments to that Act or regulation.
- If any single part of this Agreement is found to be invalid or unenforceable, it will not affect any other condition.
- If at any time we allow you to do something which is against any of the terms of this Agreement, this will not prevent us from insisting that you strictly follow the terms at any later time.
- You may, at any time, request us to communicate with you by email. You must then provide us with an email address and provided we are practically able to do so, we will send you statements, documents, notices and letters (other than Default Notices) by email. It shall be deemed effective service if we write to you or email you at your address or email address last known to us.
- We may transfer our rights and responsibilities under this Agreement to another person. This will not take away any of your rights or responsibilities under this Agreement. You may not transfer any of your rights or responsibilities under this Agreement to another person.
- Nothing in this Agreement will give any person, other than you or us (or anyone who takes over from us or any person to whom we have transferred our rights under this Agreement), any rights under this Agreement.
- Any notice or demand we give will be assumed to have been properly given if served on you personally, left or sent by prepaid envelope addressed to you at your current address or last known business or private address or sent by email to an address provided by you. If sent by first class post it will be assumed to have been received by you 48 hours after posting.



- This Agreement shall be construed according to the laws of England and Wales, whose courts shall be the exclusive courts of jurisdiction over any claim or matter arising under or in connection with this Agreement.
- The contractual terms and conditions, and the prior information, are in English. We undertake, with your agreement, to communicate with you in English during the duration of this Agreement.

This is a Guarantee and Indemnity. If the Borrower fails to keep to their Agreement with the Lender/owner **you may have to pay instead** and fulfil any other obligations under the Guarantee and Indemnity. Sign it only if you want to be legally bound by its terms.

Guarantor Signature

Witness Signature:

Lender/Owner Signature

Signed _____

Signed _____

Signed _____

Name _____

Name _____

for and on behalf of the Lender/Owner

Date _____

Date _____

Name _____

Address _____

Date _____

which is the date of this Agreement

