

Guarantee

Limited Company Buy to Let Mortgages

YOU MUST CONSULT A SOLICITOR BEFORE SIGNING THIS DOCUMENT. YOU SHOULD NOT SIGN THIS GUARANTEE UNTIL YOU HAVE DONE SO.

(A separate form must be used for each Guarantor)

Who is the Guarantee between?

'we', 'us', 'our' or 'the Company' – Godiva Mortgages Limited, (Registered Number 05830727) with Registered Office at Coventry House, Harry Weston Road, Binley, Coventry, CV3 2TQ or anyone acting on our behalf, or any person we transfer some or all of our rights under this Guarantee to. Send any communications relating to this Guarantee to Oakfield House, PO Box 600, Binley, Coventry CV3 9YR.

and

the **Guarantor**

Guarantor

Guarantor address

Guarantor contact number

Referred to as "you" "your" or "the Guarantor" in this Guarantee. We will send all communications to you at the above address or the last address you provided.

Borrower

(incorporated in England and Wales or Scotland under the Companies Acts)

Registered number

Registered office

Property

Mortgage Loan Amount

This Guarantee is a legally binding agreement. By signing it, you will be responsible for the obligations and debts owed by the Borrower to us. If the Borrower doesn't pay us, you will have to pay instead.

Your obligations

You have agreed to enter into this Guarantee so that we can make a mortgage loan to the Borrower. The agreement for the mortgage loan is made up of Godiva Mortgages Limited – Limited Company Buy to Let Mortgage Conditions Issue 1 England and Wales or Scotland (referred to as "Mortgage Conditions" in this Guarantee) and the Offer (as defined in the Mortgage Conditions) and the mortgage deed. You acknowledge receipt of the Mortgage Conditions, the Offer and the mortgage deed and confirm you have read and understand them. The Property is secured by the mortgage deed.

Subject to the Balance Owing, you agree to:

- pay all amounts owed by the Borrower to us from time to time
- indemnify us against losses, if for any reason we can't recover any amount from the Borrower.

The amount borrowed by the Borrower can change over time. This means that the amount you are guaranteeing might also change too. The maximum amount you are guaranteeing is the Mortgage Loan Amount plus costs, charges and interest. This is explained and referred to in the Mortgage Conditions as the "Balance Owing".

We do not have to try to recover the sums owed to us from the Borrower first. You will have to pay us the sums owed even if the Borrower is not asked to pay.

These obligations are separate from any other guarantees or security which we may have in place with you, the Borrower or anyone else. This Guarantee covers our mortgage loan to the Borrower in relation to the Property and is in addition to any other guarantees we hold now or in the future.

Duration of your obligations

Your obligations to make payment under this Guarantee will remain in place until all amounts you and the Borrower owe us under the terms of this Guarantee have been repaid in full.

If a court or other authority finds a part of this Guarantee, the Mortgage Conditions, Offer (as defined in the Mortgage Conditions) or the mortgage deed to be invalid, illegal, or unenforceable your obligations to make payment under this Guarantee will remain in place.

They will continue if you die or become mentally incapable. If this happens the executor of your estate will be liable.

You cannot ask the Borrower to repay you for any money you have had to pay us under this Guarantee until all the amounts you and the Borrower owe us under the terms of this Guarantee have been repaid in full.

They will continue even if you are no longer a director of the Borrower.

Your obligations under this Guarantee will stay the same even if we:

- change in any way the borrowing of the Borrower (for example, if we extend, increase or renew its credit or provide new credit, loans or mortgage loans to the Borrower)
- take any other guarantees or security from you, the Borrower or anyone else
- agree to release any other guarantee or security, or to enter into a payment plan with the Borrower or any other person.

If you are made bankrupt, you agree to pay us:

- all amounts owed to us by the Borrower at that time
- any additional amounts you have agreed to pay under this Guarantee.

Termination of the Guarantee

You can end this Guarantee by giving us 3 months' notice in writing.

If you want to do this, you will need to pay us:

- all amounts owed to us by the Borrower on the last day of the notice period
- any additional amounts you have agreed to pay under this Guarantee.

Rights we have over money you have in accounts with us

We will have rights to take money you hold in an account with Coventry Building Society or any of its group companies to pay off any money you owe us that is not paid when it is due. Those rights will apply to sums owed under this Guarantee.

Who we can share your information with

You agree to us sharing any information about you and this Guarantee with:

- the Borrower
- any rating agencies or other person that we have to send it to by law or regulation
- Coventry Building Society and any of its subsidiaries
- any professional advisers of any of the above.

Transferring this Guarantee

We can transfer all or parts of our rights under this Guarantee to someone else. If we transfer our rights, you agree to sign any documents needed.

We may also provide or transfer information to these third parties or to potential third parties to whom we are considering transferring our rights so that they can know about you and how you have managed your account.

You cannot transfer any of your obligations under this Guarantee to anyone else unless we consent to that in writing first.

Registration

You consent to the registration of this Guarantee for preservation and execution.

Governing law and jurisdiction

This Guarantee is governed by the laws and regulations of the part of the United Kingdom in which you reside at the time you enter into this Guarantee. The laws and regulations of that part of the United Kingdom will also decide any legal questions about our relations with you before this Guarantee is entered into.

Third party rights

The Contracts (Rights of Third Parties) Act 1999 and the Contract (Third Party Rights) Scotland Act 2017 do not apply to this Guarantee. An exception to this is that if we transfer any of our rights under the Guarantee, the person we transfer to will be able to use the rights we have transferred. These Acts allow people who have not signed up to an agreement to use rights given under that agreement. We include this term to make sure other people who have not signed up to the Guarantee cannot use any rights under it.

IN WITNESS WHEREOF these presents consisting of this and the preceding pages are executed and delivered as a Deed on the date first above written as follows:

Executed as a Deed by the **Guarantor**

at on

Guarantor signature

Full name

In the presence of

Witness signature

Full name of Witness

Address of Witness

CERTIFICATE OF INDEPENDENT LEGAL ADVICE

I confirm that I am a [Solicitor/Chartered Legal Executive] holding a current practicing certificate in the United Kingdom and I have interviewed the Guarantor (in the absence of any other person connected with the proposed mortgage transaction) and certify:

- that I have in person explained the terms of the Guarantee, the obligations in it and any document incorporated or referred to in it, and the consequences of these to the signatory before signature;
- that the signatory has entered into the Guarantee freely without undue influence, duress or any misrepresentation;
- that I have checked the identity of the signatory and also, where I am not the witness, that of all witnesses; and
- that so far as I could tell, the Guarantor understood the advice given.

I acknowledge that Godiva Mortgages Limited, (and its assignees and transferees) will be relying on this certification in making available or extending funding to the Borrower.

at on

(Solicitor/Chartered Legal Executive) Signature

Full name

In the presence of

Witness signature

Full name of Witness

Address of Witness

I the Guarantor confirm I have been given and understood the advice above.

at on

Guarantor signature

Full name

In the presence of
Witness signature

Full name of Witness

Address of Witness