DATED 20___

(1) Full name of Limited Company

- and -

(2) Quantum Mortgages

Guarantee and Indemnity

(England & Wales)

(v.3) April 2025

THE PROPERTY MAY BE REPOSSESSED IF YOU DO NOT KEEP UP REPAYMENTS ON YOUR MORTGAGE.

Contents

THIS DEED is dated 20___

PARTIES

(1) ____________________(Full name) of__________(Ltd co name) as guarantor and indemnifier (Guarantor).

(2) Quantum Mortgages Limited, incorporated and registered in England and Wales with company number 13628831 whose registered office is at Challenge House, Sherwood Drive, Milton Keynes, MK3 6DP (Lender).

BACKGROUND

(A) The Lender has agreed to provide the Borrower with facilities on the terms set out in the Offer Letter.

(B) The Guarantor has agreed to enter into this guarantee for the purpose of providing credit support to the Lender for the Borrower's obligations under the Offer Letter.

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply in this guarantee.

Borrower: (Ltd Co. Name): ____________________________

a company incorporated and registered in England and Wales

with company number: ________________________________

whose registered office is at: __________________________

and that company's successors, permitted assigns and permitted transferees.

Business Day: a day other than a Saturday, Sunday, or public holiday in England when banks in London are open for business.

Offer Letter: the facility offer letter from the Lender to the Borrower on or around the date of this guarantee, and including any Subsequent Offer Letter which varies or extends the buy to let loan facility originally offered to the Borrower in the Offer Letter.

Guaranteed Obligations: all present and future payment obligations and liabilities of the Borrower due, owing or incurred under the Offer Letter to the Lender (including, without limitation, under any amendment, supplement, or restatement of the Offer Letter, or in relation to any new or increased advances or utilisations).

Rights: any Security or other right or benefit whether arising by set-off, counterclaim, subrogation, indemnity, proof in liquidation or otherwise and whether from contribution or otherwise.

Security: a mortgage, charge, pledge, lien or other security interest securing any obligation of any person, or any other agreement having a similar effect.

Subsequent Offer: the variation or extension of the buy to let loan facility set out in the Subsequent Offer Letter and amending that originally offered to the Borrower in the Offer Letter.

Subsequent Offer Letter: a letter issued by the Lender to the Borrower setting out details of the Subsequent Offer, including without limitation the fees payable by the Borrower, and incorporating these terms and conditions.

Tax: all forms of taxation and statutory, governmental, state, federal, provincial, local, government or municipal charges, duties, imposts, contributions, levies, withholdings, or liabilities wherever chargeable and whether of the UK or any other jurisdiction and any penalty, fine, surcharge, interest, charges or costs relating to them.

Warranties: the representations and warranties set under this agreement.

(a) Clause headings shall not affect the interpretation of this guarantee.

(b) a reference to a **person** shall include a reference to an individual, firm, company, corporation, partnership, unincorporated body of persons, government, state or agency of a state or any association, trust, joint venture, or consortium (whether or not having separate legal personality) and that person's personal representatives, successors, permitted assigns and permitted transferees.

(c) unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular;

(d) unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

(e) a reference to **the Lender** shall include the Lender' successors, permitted assigns and permitted transferees.

(f) a reference to a statute or statutory provision is a reference to it as amended, extended, or re-enacted from time to time.

(g) a reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

(h) a reference to **writing** or **written** includes fax but note-mail.

(i) a reference to **this guarantee** (or any provision of it) or to any other agreement or document referred to in this guarantee is a reference to this guarantee, that provision or such other agreement or document as amended (in each case, other than in breach of the provisions of this guarantee) from time to time.

(j) unless the context otherwise requires, a reference to a clause is to a clause of this guarantee.

(k) any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

(l) a reference to an **amendment** includes a novation, re-enactment, supplement or variation (and **amended** shall be construed accordingly);

(m) a reference to **assets** includes present and future properties, undertakings, revenues, rights and benefits of every description.

(n) a reference to an **authorisation** includes an approval, authorisation, consent, exemption, filing, licence, notarisation, registration and resolution.

(o) a reference to **determines** or **determined** means, unless the contrary is indicated, a determination made at the absolute discretion of the person making it; and

(p) a reference to a **regulation** includes any regulation, rule, official directive, request, or guideline (whether or not having the force of law) of any governmental, inter- governmental or supranational body, agency, department or regulatory, self- regulatory or other authority or organisation.

2. GUARANTEE AND INDEMNITY

2.1 In consideration of the Lender entering into the facilities set out in Offer Letter and any Subsequent Offer Letter, the Guarantor hereby unconditionally and irrevocably guarantees to the Lender, whenever the Borrower does not pay any of the Guaranteed Obligations when due, to pay on demand the Guaranteed Obligations whether as principal or surety and whether solely or jointly with any other party.

2.2 The Guarantor as principal obligor and as a separate and independent obligation and liability from his obligations and liabilities agrees to indemnify and keep indemnified the Lender in full and on demand from and against all and any losses, costs, claims, liabilities, damages, demands and expenses suffered or incurred by the Lender arising out of, or in connection with, the Guaranteed Obligations not being recoverable for any reason or any failure of the Borrower to perform or discharge any of its obligations or liabilities in respect of the Guaranteed Obligations.

2.3 The Guarantor's total liability under this clause shall not, for the avoidance of doubt, be limited to the Guaranteed Obligations but shall include interest payable by the Guarantor or the costs and expenses of the Lender which are payable by the Guarantor.

3. LENDER PROTECTIONS

3.1 This guarantee is and shall at all times be a continuing security and shall cover the ultimate balance from time to time owing to the Lender by the Borrower in respect of the Guaranteed Obligations.

3.2 The liability of the Guarantor under this guarantee shall not be reduced, discharged, or otherwise adversely affected by:

(a) any intermediate payment, settlement of account or discharge in whole or in part of the Guaranteed Obligations; or

(b) any variation, extension, discharge, compromise, dealing with, exchange or renewal of any right or remedy which the Lender may now or after the date of this guarantee have from or against any of the Borrower and any other person in connection with the Guaranteed Obligations; or

(c) any act or omission by the Lender or any other person in taking up, perfecting, or enforcing any Security, indemnity, or guarantee from or against the Borrower or any other person; or

(d) any termination, amendment, variation, novation, replacement, or supplement of or to any of the Guaranteed Obligations including without limitation, any change in the purpose of, any increase in or extension of the Guaranteed Obligations and any addition of new Guaranteed Obligations; or

(e) any grant of time, indulgence, waiver or concession to the Borrower or any other person; or

(f) any insolvency, bankruptcy, liquidation, administration, winding up, incapacity, limitation, disability, the discharge by operation of law, or any change in the constitution, name or style of the Borrower or any other person; or

(g) the death or incapacity (whether mental or physical) of the Guarantor, or any notice of his death or incapacity; or

(h) any invalidity, illegality, unenforceability, irregularity, or frustration of any actual or purported obligation of, or Security held from, the Borrower or any other person in connection with the Guaranteed Obligations; or

(i) any claim or enforcement of payment from the Borrower or any other person; or

(j) any act or omission which would not have discharged or affected the liability of the Guarantor had he been a principal debtor instead of a guarantor or indemnifier or by anything done or omitted by any person which, but for this provision, might operate to exonerate or discharge the Guarantor or otherwise reduce or extinguish his liability under this guarantee.

3.3 The Lender shall not be obliged before taking steps to enforce any of its rights and remedies under this Guarantee:

(a) to take any action or obtain judgment in any court against the Borrower or any other person; or

(b) to make or file any claim in a bankruptcy, liquidation, administration or insolvency of the Borrower or any other person; or

(c) to make demand, enforce or seek to enforce any claim, right or remedy against the Borrower or any other person.

3.4 The Guarantor warrants to the Lender that he has not taken or received, and shall not take, exercise, or receive the benefit of any Rights from or against the Borrower, its liquidator, an administrator, co-guarantor or any other person in connection with any liability of, or payment by, the Guarantor under this guarantee but:

(a) if any of the Rights is taken, exercised, or received by the Guarantor, those Rights and all monies at any time received or held in respect of those Rights shall be held by the Guarantor on trust for the Lender for application in or towards the discharge of the Guaranteed Obligations under this guarantee; and

(b) on demand by the Lender, the Guarantor shall promptly transfer, assign, or pay to the Lender all other Rights and all monies from time to time held on trust by the Guarantor.

3.5 This guarantee is in addition to and shall not affect nor be affected by or merge with any other judgment, Security, right or remedy obtained or held by the Lender from time to time for the discharge and performance of the Borrower of the Guaranteed Obligations.

4. INTEREST

4.1 The Guarantor shall pay interest to the Lender after as well as before judgment at the annual rate that is equal to that provided to the Borrower in the Offer Letter on all sums demanded under this guarantee from the date of demand by the Lender or, if earlier, the date on which the relevant damages, losses, costs or expenses arose in respect of which the demand has been made, until, but excluding, the date of actual payment.

4.2 Interest under clause shall accrue on a day-to- day basis calculated by the Lender upon such terms as the Lender may from time to time determine and shall be charged on the last Business Day of each month.

5. COSTS

The Guarantor shall promptly on demand, pay to, or reimburse, the Lender on a full indemnity basis, all costs, charges, expenses, taxes and liabilities of any kind (including, without limitation, legal, printing and out-of-pocket expenses) incurred by the Lender in connection with:

(a) the preparation, negotiation, execution, and delivery of this guarantee.

(b) any actual or proposed amendment, variation, supplement, waiver, or consent under or in connection with this guarantee.

(c) any discharge or release of this guarantee.

(d) the preservation, or exercise and enforcement, of any rights under or in connection with this guarantee or any attempt so to do; and

(e) any stamping or registration of this guarantee.

6. REPRESENTATIONS AND WARRANTIES

The Guarantor represents and warrants that the following Warranties are true and correct on the date of this guarantee and are repeated on each day whilst this guarantee remains in full force and effect.

(a) The Guarantor has the capacity to execute, deliver and perform his obligations under this guarantee and the transactions contemplated by them.

(b) The Guarantor is not, by reason of illness or incapacity (whether mental or physical), incapable of managing his own affairs.

(c) The court has not made an order or appointed a deputy under section 16 of the Mental Capacity Act 2005 in respect of the Guarantor.

(d) The Guarantor is a director and (or) shareholder of the Borrower party to the loan.

(e) The execution, delivery, and performance of the obligations in, and transactions contemplated by, this guarantee does not and will not contravene any agreement or instrument binding on the Guarantor or his assets, or any applicable law or regulation.

(f) The Guarantor has taken all necessary action and obtained all required or desirable consents to enable him to execute, deliver and perform his obligations under this guarantee and to make this guarantee admissible in evidence in England and Wales. Any such authorisations are in full force and effect.

(g) The Guarantor's obligations under this guarantee are subject to any general principles of law limiting obligations, legal, valid, binding, and enforceable.

(h) No litigation, arbitration or administrative proceedings are taking place, pending or, to the Guarantor's knowledge, threatened against him or any of his assets.

(i) None of the Guarantor's assets is entitled to immunity on any grounds from any legal action or proceeding (including, without limitation, suit, attachment prior to judgment, execution, or other enforcement).

(j) No event or circumstance is outstanding which constitutes a default under any deed or instrument which is binding on the Guarantor, or to which his assets are subject, which might have a material adverse effect on the Guarantor's ability to perform his obligations under this guarantee.

(k) The Guarantor's payment obligations under this guarantee rank at least pari passu with the claims of all his other unsecured and unsubordinated creditors, except for obligations mandatorily preferred by law generally.

(l) The Guarantor has not suspended, or threatened to suspend, payment of his debts, is not unable to pay his debts as they fall due, has not admitted inability to pay his debts and is not deemed either unable to pay his debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986.

(m) The Guarantor has not commenced negotiations with all or any class of his creditors with a view to rescheduling any of his debts and has not made a proposal for or entered into any compromise or arrangement with his creditors.

(n) The Guarantor is not the subject of a bankruptcy petition ororder.

(o) No person has become entitled to appoint a receiver over any of the assets of the Guarantor, and no receiver has been appointed over any of the assets of the Guarantor.

(p) No creditor or encumbrancer has attached or taken possession of, and no distress, execution, sequestration, or other such process has been levied or enforced on or sued against, any of the Guarantor's assets.

7. ACCOUNTS

7.1 The Lender may place to the credit of a suspense account any monies received under or in connection with this guarantee in order to preserve the rights of the Lender to prove for the full amount of all its claims against the Borrower or any other person in respect of the Guaranteed Obligations.

7.2 The Lender may at any time and from time to time apply all or any monies held in any suspense account in or towards satisfaction of any of the monies, obligations, and liabilities the subject of this guarantee as the Lender, in its absolute discretion, may conclusively determine.

7.3 If this guarantee ceases for any reason whatsoever to be continuing, the Lender may open a new account or accounts in the name of the Borrower.

7.4 If the Lender does not open a new account or accounts, it shall nevertheless be treated as if it had done so at the time that this guarantee ceased to be continuing whether by termination, calling in or otherwise, in relation to the Borrower.

7.5 As from the time of opening or deemed opening of a new account or accounts, all payments made to the Lender by or on behalf of the Borrower shall be credited or be treated as having been credited to the new account or accounts and shall not operate to reduce the amount for which this guarantee is available at that time, nor shall the liability of the Guarantor under this guarantee in any manner be reduced or affected by any subsequent transactions, receipts or payments.

8. DISCHARGE CONDITIONAL

8.1 Any release, discharge or settlement between the Guarantor and the Lender in relation to this guarantee shall be conditional on no right, Security, disposition or payment to the Lender by the Guarantor, the Borrower or any other person in respect of the Guaranteed Obligations being avoided, set aside or ordered to be refunded pursuant to any enactment or law relating to breach of duty by any person, bankruptcy, liquidation, administration, protection from creditors generally or insolvency or for any other reason.

8.2 If any right, Security, disposition, or payment is avoided, set aside or ordered to be refunded, The Lender shall be entitled subsequently to enforce this guarantee against the Guarantor as if such release, discharge or settlement had not occurred and any such right, Security, disposition or payment had not been given or made.

9. PAYMENTS

9.1 All sums payable by the Guarantor under this guarantee shall be paid in full to the Lender in the currency in which the Guaranteed Obligations are payable:

(a) without any set-off, condition or counterclaim whatsoever; and

(b) free and clear of any deductions or withholdings whatsoever except as may be required by law or regulation which is binding on the Guarantor.

9.2 If any deduction or withholding is required by any law or regulation to be made by the Guarantor, the amount of the payment due from the Guarantor shall be increased to an amount which (after making any deduction or withholding) leaves an amount equal to the payment which would have been due if no deduction or withholding had been required.

9.3 The Guarantor shall promptly deliver or procure delivery to the Lender of all receipts issued to him evidencing each deduction or withholding which he has made.

9.4 The Guarantor shall not and may not direct the application by the Lender of any sums received by the Lender from the Guarantor under, or pursuant to, any of the terms of this guarantee.

10. TRANSFER

10.1 This guarantee is freely assignable or transferable by the Lender.

10.2 The Guarantor may not assign any of his rights and may not transfer any of his obligations under this guarantee or enter into any transaction which would result in any of those rights or obligations passing to another person.

11. THE LENDER' RIGHT OF SET-OFF

11.1 The Lender may at any time set off any liability of the Guarantor to the Lender against any liability of the Lender to the Guarantor, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this guarantee. If the liabilities to be set off are expressed in different currencies, the Lender may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by the Lender of its rights under this clause shall not limit or affect any other rights or remedies available to it under this guarantee or otherwise.

11.2 The Lender is not obliged to exercise its rights under clause 11. If, however, it does exercise those rights it must promptly notify the Guarantor of the set-off that has been made.

12. EVIDENCE OF AMOUNTS AND CERTIFICATES

Any certificate, determination, or notification by the Lender as to a rate or any amount payable under this guarantee is (in the absence of manifest error) conclusive evidence of the matter to which it relates and shall contain reasonable details of the basis of determination.

13. REMEDIES, WAIVERS, AMENDMENTS AND CONSENTS

13.1 No amendment of this guarantee shall be effective unless it is in writing and signed by, or on behalf of, each party (or its authorised representative).

13.2 A waiver of any right or remedy under this guarantee or by law, or any consent given under this guarantee, is only effective if given in writing and signed by the waiving or consenting party and shall not be deemed a waiver of any other breach or default. It only applies in the circumstances for which it is given and shall not prevent the party giving it from subsequently relying on the relevant provision.

13.3 A failure or delay by a party to exercise any right or remedy provided under this guarantee or by law shall not constitute a waiver of that or any other right or remedy, prevent or restrict any further exercise of that or any other right or remedy or constitute an election to affirm this guarantee. No single or partial exercise of any right or remedy provided under this guarantee or by law shall prevent or restrict the further exercise of that or any other right or remedy. No election to affirm this guarantee by the Lender shall be effective unless it is in writing and signed.

13.4 The rights and remedies provided under this guarantee are cumulative and are in addition to, and not exclusive of, any rights and remedies provided by law.

14. SEVERANCE

If any provision (or part of a provision) of this guarantee is or becomes invalid, illegal.

or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision (or part of a provision) shall be deemed deleted. Any modification to or deletion of a provision (or part of a provision) under this clause shall not affect the legality, validity and enforceability of the restof this guarantee.

15. THIRD PARTY RIGHTS

15.1 Except as expressly provided elsewhere in this guarantee a person who is not a party to this guarantee shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce, or enjoy the benefit of, any term of this guarantee. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

16. COUNTERPARTS

16.1 This deed may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute one deed.

16.2 Transmission of an executed counterpart of this guarantee (but for the avoidance of doubt not just a signature page) by fax or e-mail (in PDF, JPEG, or other agreed format) shall take effect as delivery of an executed counterpart of this guarantee. If either method of delivery is adopted, without prejudice to the validity of the deed thus made, each party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.

16.3 No counterpart shall be effective until each party has executed and delivered at least one counterpart.

17. NOTICES

17.1 Any notice or other communication given to a party under or in connection with this guarantee shall be:

(a) in writing.

(b) delivered by hand, by pre-paid first-class post or other next working day delivery service or sent by fax; and

(c) sent to:

(i) the Guarantor at:

ADDRESS:____

____

email:____Attention: _

(ii) The Lender at:

Challenge House, Sherwood Drive, Milton Keynes,

MK3 6DP.

Attention: Buy to Let Mortgage team.

or to any other address or fax number as is notified in writing by one party to the other from time to time.

17.2 Any notice or other communication that the Lender gives to the Guarantor shall be deemed to have been received:

(a) If delivered by hand, at the time it is left at the relevant address.

(b) if posted by pre-paid first-class post or other next working day delivery service, on the second Business Day after posting; and

(c) if sent by fax or email, when received in legible form.

A notice or other communication given as described in 17.1 or on a day that is not a Business Day, or after normal business hours, in the place it is received, shall be deemed to have been received on the next Business Day.

17.3 Any notice or other communication given to the Lender shall be deemed to have been given only on actual receipt by the Lender.

17.4 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

17.5 A notice or other communication given under or in connection with this guarantee is not valid if sent by e-mail.

18. GOVERNING LAW

18.1 This guarantee and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the law of England and Wales.

18.2 The Guarantor irrevocably consents to any process in any proceedings being served on it in accordance with the provisions of this guarantee relating to service of notices. Nothing contained in this guarantee shall affect the right to serve process in any other manner permitted by law.

19. JURISDICTION

Each party irrevocably agrees that subject as provided below, the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim arising out of or in connection with this guarantee or its subject matter or formation (including non-contractual disputes or claims). Nothing in this clause shall limit the right of the Lender to take proceedings against the Guarantor in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

BY ENTERING INTO THIS GUARANTEE, YOU MIGHT BECOME LIABLE INSTEAD OF OR AS WELL AS THE BORROWER.
YOU SHOULD SEEK INDEPENDENT LEGAL ADVICE BEFORE ENTERING INTO THIS GUARANTEE.

I hereby confirm that I have had the opportunity to seek independent legal advice and have understood the meaning and effect of this document as explained to me and have affixed my signature to this deed as a free agent without coercion or undue influence from anyone.

Signed as a Deed by
[NAME OF GUARANTOR]: **[SIGNATURE OF GUARANTOR]**

x **x**

In the presence of:

W **Signature:**
I
T
N
E **Name:**
S **(IN BLOCK CAPITALS)**
S

Address:

Executed as a deed by **Quantum Mortgages Limited** ....

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