Atom bank

Deed of Guarantee

"Atom bank" and "Atom" are trading names of Atom bank plc, a company registered in England and Wales with company number 08632552. Registered office: The Pattern Shop, Sussex Street, Newcastle upon Tyne, NE1 3PD.

Atom bank plc is authorised by the Prudential Regulation Authority (PRA) and regulated by the Financial Conduct Authority and the PRA. Our Financial Services Register number is 661960.

Deed of Guarantee

This Deed is an important legal document. You must take legal advice before you proceed.

Once you have signed this Deed you will be legally bound by its terms and the Lender may become entitled to enforce its rights against you instead of or as well as enforcing its rights against the Property or the Borrower if the Borrower fails to pay money to the Lender in accordance with the Mortgage Deed.

The Borrower(s)

Borrower's name(s)

Address(es)

Postcode

Registration Number (if applicable)

Lender

Atom bank plc incorporated and registered in England and Wales with company number 86322552 whose registered office is at The Pattern Shop, Sussex Street, Newcastle upon Tyne, NE1 3PD.

Guarantor(s)

Name(s)

Address(es)

Postcode

Mortgage Deed

The deed of legal charge made between the Borrower and the Lender charging the Property and dated as follows:

Date

The Property

Land Registry Title Number

Initial Borrowing

£

together with such interest costs, further advances and other amounts as are referred to in clause 3 of this Deed of Guarantee.

Deed of Guarantee

1 Definitions

1.1 In this Guarantee, the following expressions are used and have the following meaning:

Additional Borrowing
Each and every loan made by the Lender to the Borrower other than the Initial Borrowing;

Costs
All costs, charges, fines and expenses (including the Lender's internal and management costs) reasonably and properly incurred in exercising its rights under the Mortgage Deed and the Mortgage Conditions;

Guarantee
This Deed of Guarantee;

Interest
Interest calculated and charged in accordance with the Mortgage Conditions both before and after any judgment, and interest calculated and charged in accordance with paragraph 3.1(a) and 3.1(b);

Mortgage Conditions
The Mortgage Terms and Conditions _v1.0;

Obligations
All sums of money secured by the Mortgage Deed, including the Initial Borrowing, any further Additional Borrowing to which the Guarantor gives written consent, Costs and all other sums at any time payable or to become payable by the Borrower to the Lender on any account secured by the Property including any interest thereon.

1.2 This Guarantee incorporates the Mortgage Terms and Conditions, a copy of which the Guarantor acknowledges having received and with which the Guarantor agrees to comply.

1.3 References to the Lender include any person to whom the Lender may transfer its interest in the Mortgage Deed or under the Guarantee.

1.4 References to the masculine include the feminine and neuter (as appropriate).

1.5 References to the "Guarantor" include the legal representatives of any Guarantor who dies, becomes insolvent or becomes unable to manage his affairs.

1.6 Where more than one person is giving this Guarantee, then:

a) any references to the "Guarantor" refer to both or all of the persons who are together the Guarantor, and each of those persons separately;

b) if any of the persons who are together called the "Guarantor" dies, becomes insolvent or unable to manage his affairs, this will not affect the liability of the remaining persons;

c) the liability of the Guarantor to the Lender is both joint and several, which means the Lender may enforce against any or all of the persons who are together the Guarantor for any sum.

1.7 References to any Act of Parliament or other legislation include that provision as altered or updated from time to time, whether before or after the date of this Guarantee.

2 The Guarantor's obligations to the Lender

2.1 The Guarantor guarantees the proper and punctual performance by the Borrower of all the Obligations and will, upon demand, immediately pay to the Lender (without deduction or set off) any sums of money unpaid (including, without limitation, all principal, interest, Costs and other amounts due from the Borrower or his personal representatives) under or by virtue of the Mortgage Deed and that if the Property is at any time sold by the Lender and the proceeds of sale are insufficient to cover the money due to the Lender then the shortfall will immediately on demand be paid by the Guarantor to the Lender.

2.2 If for any reason any of the Obligations are void or unenforceable against the Borrower the Lender may recover the same from the Guarantor as though the Guarantor were primarily liable to the Lender for the same.

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3 Limits on the liability of the Guarantor

3.1 At no time will the liability of the Guarantor to the Lender under this Guarantee exceed the total of the following amounts:

a) the amount of the Initial Borrowing plus Interest and Costs arising in any way in respect of the Initial Borrowing and Interest on all of these sums from the date the Lender demands payment from the Guarantor until actual payment; and

b) the initial amount of all Additional Borrowing to which the Guarantor gives written consent plus Interest and Costs arising in any way in respect of such Additional Borrowing and Interest on all of these sums from the date the Lender demands payment from the Guarantor until actual payment.

4 Continuing nature of this Guarantee

4.1 This Guarantee and the Guarantor's liability under it will arise and continue regardless of whether or not:

a) the Lender has made a previous demand or the Guarantor has made any previous payment under this Guarantee;

b) the Lender allows the Borrower or the Guarantor additional time to make any payment to the Lender or allows the Borrower or the Guarantor other concession:

c) the Lender comes to any other arrangement with the Borrower or the Guarantor in relation to the Obligations;

d) the Lender takes any other security guarantee or similar obligation in relation to the Obligations, or when taken, that other security guarantee or similar obligation is unenforceable for any reason;

e) the Borrower or any one of the persons who, together with others, is called the "Guarantor" dies, becomes insolvent or incapable of managing his affairs;

f) any other act, omission or means whereby the liabilities of the Guarantor would not have been discharged if he had been a principal debtor, or any other dealing between the Lender and the Borrower or the Borrower's successors in title occurs; or

g) any amendment is made to the agreements in place between the Borrower and the Lender provided any such amendments are not material and the Initial Borrowing does not increase.

5 Reinstatement

5.1 If any payment by the Borrower or the Guarantor or any discharge given by the Lender whether in respect of the Borrower or the Guarantor or any security for those obligations or otherwise is avoided or reduced as a result of insolvency or any similar event:

a) the liability of the Guarantor shall continue as if the payment, discharge, avoidance or reduction had not occurred; and

b) the Lender shall be entitled to recover the value or amount of that security or payment from the Guarantor, as if the payment, discharge, avoidance or reduction had not occurred.

6 The Lender's rights under this Guarantee

6.1 This Guarantee is independent of and additional to any other security, guarantee or similar obligation of which the Lender may have the benefit in connection with the Obligations. The Lender may decide whether or not to exercise its rights under these documents and the order in which it does but does not have to do so before it exercises its rights under this Guarantee.

6.2 No failure or delay by the Lender in exercising its rights under this Guarantee, or any partial exercise of those rights, will prevent any further or full exercise of those rights by the Lender.

6.3 This Guarantee is and will remain the property of the Lender.

6.4 The Lender may hold any monies it receives under this Guarantee in a separate suspense account.

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7 Restrictions on the Guarantor

7.1 While any of the Obligations remain outstanding, the Guarantor will not enforce against the Borrower any legal right which the Guarantor may have or acquire if the Guarantor pays any sum to the Lender instead of or on behalf of the Borrower.

7.2 If the Guarantor receives any payment, benefit or distribution in relation to the rights in clause 7.1 the Guarantor shall hold that benefit, payment or distribution on trust for the Lender and shall promptly pay or transfer the same to the Lender for application towards the Obligations.

7.3 The Guarantor confirms that the Guarantor does not hold and, for so long as the Obligations remain outstanding, will not hold, any security from the Borrower in relation to the Obligations under this Guarantee.

7.4 If the Guarantor makes a payment under this Guarantee, the Guarantor will not be entitled to claim any benefit of or any share in any security guarantee or other similar obligation which the Lender holds in relation to the Obligations until the Lender has received full repayment of the Obligations.

8 Notices

8.1 Any notice to be given by the Lender will be deemed to be served on the Guarantor if it is in writing and if:

a) it is left at the Guarantor's address stated in this Guarantee or at the place of business or abode of the Guarantor last known to the Lender; or

b) if it is sent by pre-paid first class ordinary or recorded delivery post addressed to the Guarantor at the address described in clause 8.1(a) above,

and any notice posted in accordance with this clause shall be deemed to have been received by the Guarantor 48 hours after the notice has been posted by the Lender unless the notice is returned to the Lender undelivered.

8.2 Any notice to be given by the Guarantor to the Lender may be left at or sent by post to the registered office of the Lender. The Lender's registered office is that stated in this Guarantee.

8.3 Any notice served on the Lender by the Guarantor will be deemed to be served at the time at which the notice is actually received by the Lender.

9 The Lender's right to transfer the Mortgage Deed

9.1 The Lender may transfer all or any of its interest under the Mortgage Deed, and the benefit of this Guarantee in support of the same, to any person without the consent of the Guarantor in accordance with the Mortgage Conditions.

9.2 The Guarantor agrees that the Guarantor's liability under this Guarantee will be unaffected by any transfer by the Lender of all or any of its interest under the Mortgage Deed and the benefit of this Guarantee in support of the same.

10 Invalidity

If at any time any one or more of the provisions of this Guarantee is found to be or becomes illegal, invalid or unenforceable, this will not impair the legality, validity or unenforceability of the remaining provisions.

11 Third party rights

Only the Lender and the Guarantor may enforce the terms of this Guarantee and the provisions of the Contracts (Rights of Third Parties) Act 1999 are therefore excluded.

12 Law

This Guarantee and any non-contractual obligations arising out of it or in connection with it, shall be governed by and construed in accordance with the laws of England and Wales and the courts of England and Wales shall have non-exclusive jurisdiction to settle any disputes which may arise in connection with this Guarantee.

This Guarantee is important. Once you have signed this Guarantee you will be legally bound by its terms and the Lender may become entitled to enforce its rights against you instead of or as well as enforcing its rights against the Property or the Borrower if the Borrower fails to pay money to the Lender in accordance with the Mortgage Deed. Your liability as Guarantor under this Guarantee will be limited as set out in clause 3.

The Lender requires that you obtain legal advice from a solicitor independent of the Borrower before signing this Guarantee.

Declaration

I confirm that prior to my executing this Guarantee in favour of the Lender:

1. I was given the full opportunity to read the Mortgage Conditions, Mortgage Offer and Mortgage Deed at a private meeting with a solicitor.
2. I was told that if at any time the Borrower fails to pay to the Lender the full amount of their Obligations, then I may be liable for those Obligations up to the limit set out in clause 3 of this Guarantee.
3. I took independent legal advice from a solicitor of my own choice.
4. I acknowledge receipt of a copy of the Mortgage Conditions, Mortgage Offer and Mortgage Deed.

Signed and delivered as a deed by the Guarantor in the presence of a witness.

Guarantor 1

Guarantor's signature

Guarantor's name

In the presence of

Witness's signature

Witness's name

Witness's address

Postcode

Date

Guarantor 2

Guarantor's signature

Guarantor's name

In the presence of

Witness's signature

Witness's name

Witness's address

Postcode

Date

Declaration

Guarantor 3

Guarantor's signature

Guarantor's name

In the presence of

Witness's signature

Witness's name

Witness's address

Postcode

Date

Solicitor

I confirm that prior to the signing of this Deed of Guarantee, its full nature and effect were explained by me to all stated Guarantors who appeared to understand the same and signed this Deed of Guarantee in my presence.

Solicitor/Legal Executive's signature

Solicitor/Legal Executive's name

Name of firm

Address of firm

Postcode

Date