Darlington
Building Society

PERSONAL GUARANTEE

This is an important legal document. Before you sign, you must get independent legal advice and make sure you understand it.

[By signing this Guarantee, each Guarantor confirms they had the chance to get independent legal advice about their obligations and either took that advice or chose not to.]

By giving this guarantee, you may become responsible for the debts of the borrower instead of or as well as them.

THIS GUARANTEE is made as a deed on [insert date]

Who is this Guarantee between?

(1) You - the parties set out in Schedule 1 (each a "**Guarantor**"); and

(2) Us - Darlington Building Society, whose address is [Sentinel House, Morton Road, Darlington, County Durham, DL1 4PT] (the "**Society**").

1 DEFINITIONS AND INTERPRETATION

1.1 In this Guarantee, certain words have particular meanings:

"Borrower" means the parties set out in Schedule 2 (each, a "**Borrower**")

"Borrower's Obligations" means any money which the Borrower owes to us now or may owe to us in the future in any way, whether alone or jointly with anyone else. This includes:

(a) Liabilities which depend upon events which may or may not happen;

(b) Any money and liabilities which the Borrower owes as a guarantor;

(c) Any money and liabilities the Borrower owes us or losses we might have if we can't get the money from the Borrower. This could happen if an order is made as referred to in Clause 7.1 below; and

(d) Interest, fees, legal and other costs, charges and expenses which the Borrower owes to us.

[**"Default Rate"** means 4% above the base rate at that time

"our" "us" "we" means Darlington Building Society and anyone who takes over our business or any other person to which we transfer our rights under this Guarantee.

"Person" means an individual, firm, corporation, society or unincorporated association.

"Receipts" means money received by the Society relating to this Guarantee.

"Release" means any release, discharge or settlement between the Guarantor and the Society relating to this Guarantee.

"Termination Date" means the date set out in the termination notice issued by the Guarantor to the Society in accordance with Clause 9. This date must be three calendar months or more after the notice is actually received by the Society.

"you" "your" means each person listed in schedule 1 of this Guarantee.

1.2 Any reference in this Guarantee to:

1.1.1 singular words include plural meanings, and plural words include singular meanings, and

1.1.2 This Guarantee, its terms, and any documents mentioned in it should be understood as applying in their current form, including any changes, updates, additions, replacements, or revisions made over time..

1.2 The headings used in this Guarantee are to make it easier to navigate and do not change how this Guarantee is understood.

2 GUARANTEE, INDEMNITY AND LIMITATION

2.1 Each Guarantor agrees to guarantee the Borrower's obligations to the Society in return for the Society lending money to the Borrower, as set out in the terms below.

2.2 Each Guarantor agrees to pay the Society the Borrower Obligations, immediately, whenever asked to do so.

2.3 Each Guarantor also agrees to pay as much of the Borrower Obligations as requested, immediately, whenever asked to do so. This is a separate and independent promise from that set out in Clause 2.2 above. Each Guarantor also agrees to compensate the Society in full against all losses, costs and expenses which the Society owes or has to pay resulting from the Society lending money to each Borrower.

2.4 If there is more than one Guarantor, each Guarantor is responsible together as a pair or group, and separately as individuals so that each Guarantor is individually responsible to the Society for the full amount under this Guarantee.

2.5 If any Guarantor gives notice to the Society under Clause 10 below, this will not affect the obligations of the remaining Guarantors.

2.6 The Society may agree to release any one or more of the people signing this Guarantee from their obligations under it or make any other arrangements with them. Such release or other arrangements will not affect the obligations of the remaining Guarantors.

2.7 Each Guarantor's covenants under this Guarantee are those of primary obligor and not merely of a surety. The Society can enforce this Guarantee without having first to enforce any security or guarantee, take any action or obtain judgment against any Borrower, any Guarantor or any other person. This means the Society does not have to ask the Borrower to pay first. Even if the Society does not ask the Borrower to pay, the Guarantor has to pay the Society instead. **The total amount the Guarantors are guaranteeing under this Guarantee is [£], plus interest, costs, charges, expenses and any other amounts payable by the Guarantor under this Guarantee**.

3 SOCIETY PROTECTIONS

3.1 Each Guarantor agrees that this Guarantee is and at all times shall be a continuing guarantee and extends to cover the Borrower Obligations due at any time from each Borrower to the Society, whether the value of the Borrower Obligations increases or decreases over time. This means the Guarantee remains in place, whether the amount of the Borrower Obligations goes up or down.

3.2 Each Guarantor agrees that their responsibilities under this Guarantee will not change and will remain in place, even if any of the following happens:-

3.2.1 Any changes to agreements between the Society and the Borrower, any Guarantor or anyone else;

3.2.2 Any extra time, leniency or concessions given by the Society to the Borrower, any Guarantor or anyone else;

3.2.3 any changes, extensions, settlements, or adjustments to the Society's rights or remedies against the Borrower, any Guarantor or anyone else;

3.2.4 any actions or failures by the Society or others in handling or enforcing any security or guarantee;

3.2.5 events like insolvency, bankruptcy, liquidation, incapacity, legal limitations, or changes in the structure or name of the Borrower, Guarantors or anyone else;

3.2.6 the death of a Guarantor, the Borrower, or anyone else; or

3.2.7 any other actions or events that might otherwise release a Guarantor from their responsibilities under this Guarantee.

3.3 Each Guarantor gives up the right to require the Society to take action against others or use other security before making a claim against the Guarantor under this Guarantee. This applies no matter what any law or agreement says.

3.4 This Guarantee will remain valid regardless of any other guarantees a Guarantor provides to the Society, unless the Society agrees otherwise in writing..

4 NO SECURITY

Each Guarantor confirms they have not and will not take any security rights or benefits from any Borrower, any Guarantor or anyone else relating to this Guarantee, unless the Society has agreed in writing.

5 [DEFAULT INTEREST

5.1 If the Guarantor doesn't pay on time, interest will be charged at the Default Rate on the overdue amount from the due date until it is fully paid, including before and after any court judgment. The Guarantor must pay this interest immediately if the Society asks.

5.2 Unpaid default interest will be added to the overdue amount each month but will still need to be paid immediately.]

6 MONIES RECEIVED

The Society can choose to use any Receipts to reduce each Guarantor's liabilities. It can also hold any Receipts in a separate account to protect its full claims against the Borrower or any Guarantor and decide how to use the money in that account. When calculating interest owed by the Guarantor, the Society will treat the Borrower's Obligations as reduced by the amount held in the separate account.

7 CONDITIONAL DISCHARGE

7.1 Any Release of liability depends on no rights, payments, or security given to the Society by the Guarantor, Borrower, or anyone else being declared invalid or needing to be returned under any law. If that happens, the Society can still enforce this Guarantee as if the Release never happened.

7.2 The Society will still own this Guarantee even after the Release.

8 DEFERRAL OF RIGHTS

8.1 Each Guarantor agrees not to:

8.1.1 recover money or claim contributions from the Borrower or other Guarantors;

8.1.2 asked to be compensated by the Borrower or other Guarantors; or

8.1.3 use any of the Society's rights, fully or partially, for their own benefit;

8.1.4 use any right of set-off against the Borrower or other Guarantors; and/or

8.1.5 make claims as a creditor of the Borrower or other Guarantors that compete with the Society,

until the Society confirms in writing that all money and liabilities owed by the Borrower capital, interest, costs and expenses have been fully and permanently paid.

9 PAYMENTS AND CERTIFICATES

9.1 Each Guarantor must pay all amounts due under this Guarantee in full without any set-off, deductions or counterclaims unless required by law. If any deduction is required by law, the Guarantor must increase the payment so that the Society still receives the full amount it would have received without the deduction.

9.2 Any payment request, notice or certificate from the Society stating the amounts owed under this Guarantee will be final and binding on the Guarantor, unless there is an obvious mistake.

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10 TERMINATION

10.1 The Guarantor can stop any new liabilities under this Guarantee by giving notice to the Society. This will take effect from the Termination Date.

10.2 However, even after giving notice, the Guarantor will still be responsible for:

10.2.1 all obligations that were due on or before the Termination Date; and

10.2.2 any obligations that become due after the Termination Date if they relate to:

10.2.2.1 transactions or commitments made before the Termination Date; or

10.2.2.2 transactions or commitments made on or after the Termination if the Society had already agreed to them before the Termination Date.

11 COSTS

Each Guarantor agrees to pay the Society when asked, all costs, expenses, and taxes the Society has to pay in connection with this Guarantee. This includes costs for protecting or enforcing the Society's rights under this Guarantee. Interest will also be charged, at the same rate the Borrower pays, on any amounts the Guarantor owes from the due date until they are paid, including after a court judgment.

12 SET-OFF

The Society can use any credit balance it holds for the Guarantors, without giving notice, to reduce or pay off any amount the Guarantor owes under this Guarantee.

13 NOTICES AND REQUESTS

13.1 Any request or notice under this Guarantee must be in writing, signed by the Society's officers. It can be delivered personally or sent by post to:

13.1.1 The address provided above;

13.1.2 Any address the Guarantor notifies to the Society; or

13.1.3 The Guarantor's last known address.

13.2 If delivered personally, it is considered received immediately. If sent by post, it is considered received the next business day, even if returned undelivered.

13.3 Any communication to the Society is effective only when received.

14 CONFIRMATION OF AMOUNTS

Any statement from the Society about amounts owed under this Guarantee is final unless there is an obvious error.

15 NO RELIANCE ON ASSURANCES

By signing this Guarantee, the Guarantor confirms they have not relied on any promises or statements from the Society to enter into this Guarantee.

16 TRANSFER OF RIGHTS

16.1 The Society can transfer its rights under this Guarantee and share information about the Guarantor with relevant parties.

16.2 The Guarantor cannot transfer their rights or obligations under this Guarantee.

17 DELAYS IN EXERCISING RIGHTS

If the Society delays or partially uses its rights under this Guarantee, it does not lose those rights or prevent further action.

18 WAIVERS

Any waiver, consent, or approval from the Society must be in writing to be valid.

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19 PAYMENT CURRENCY

Payments under this Guarantee must be made in the same currency as the Borrower's obligations.

20 INVALID PROVISIONS

If any part of this Guarantee is found to be illegal or invalid, the rest of the Guarantee remains valid.

21 COUNTERPARTS

This Guarantee can be signed in multiple copies, which together will count as the full agreement.

22 THIRD PARTIES

Only parties to this Guarantee can enforce its terms; no third parties have any rights under it.

23 GOVERNING LAW

This Guarantee is governed by English law and the Guarantor agrees to the jurisdiction of the English courts.

THIS GUARANTEE has been executed as a deed by the Guarantor and delivered on the date stated at the beginning of this deed.

Darlington Building Society

SCHEDULE 1

Insert names and addresses for service for each Guarantor

Name	Address for service

Darlington Building Society

SCHEDULE 2

Insert names and addresses for service for each Borrower

Name	Address for service

Darlington
Building Society

EXECUTED as a deed by) .....
[ ],)
in the presence of:)

Witness signature: .....

Witness name: .....

Witness address: .....

[SOLICITOR'S CERTIFICATE

I certify that I have separately and independently and in the absence of any other person connected with the proposed mortgage transaction explained this document, the obligations in it (and any document incorporated into it or related to it such as any mortgage) and the consequences of these to the signatory(ies), including the potential impact on the value of their estate, before signature; and that the signatory(ies) has/have entered into the document(s) freely without undue influence, duress or any misrepresentation. I certify that I have checked the identity of the signatory and also, where I am not the witness, that of all witnesses. I acknowledge that the Society (and its assignees and transferees) will be relying on this certification in making available or extending funding to the Borrower(s).

..... (Signature of Solicitor)

..... (Name of Solicitor and Firm)

..... (Date)]