

Guarantor Terms and Conditions

These are the terms which apply to the guarantee and indemnity you will give us. Once the Borrower’s agreement has been entered into, this guarantee and indemnity will be legally binding, so if there’s anything that you don’t understand, you need to ask us now. Some of the words in this agreement are defined and you can find the definitions in the section headed ‘Definitions’.

Pre-contract information

Before you agree to provide this guarantee and indemnity you should read the pre-contract credit information that we have given you. It’s contents are important.

The loan

We will pay you the loan amount for you to pay to the Borrower – this is to prevent fraud.

Your responsibility

In return for us entering into the Borrower’s agreement (a copy of which you will have seen) with the Borrower, you will:

- pay the Borrower the amount they borrowed when you receive it from us;
- agree that if the Borrower fails to make any payment under the Borrower’s agreement to us on the agreed payment date, you will on demand immediately make that payment;
- guarantee that if we demand you will immediately meet all of the Borrower’s responsibilities under the Borrower’s agreement; and
- guarantee that the Borrower will carry out all of their responsibilities due and owing under the Borrower’s agreement.

As well as the points above, and as a separately enforceable responsibility, you will indemnify (protect) us and keep us indemnified against any losses, claims, damages or expenses resulting from or arising out of the Borrower’s agreement or if the Borrower breaks any of their responsibilities. You must immediately pay us any loss if we demand it.

Your responsibilities under the guarantee and indemnity are the same as if you were a borrower. This means we do not have to make any demand on, or take any steps against, the borrower or any other person, before seeking payment from you under this guarantee and indemnity.

Breaking the agreement

If you or the Borrower breach any term of this agreement or the Borrower’s agreement we may send the Borrower a default notice (and send you a copy). On expiry of that notice, we may:

- close the account; and
- demand immediate payment of the full debt.

We may also take court action against both you and the Borrower. If we obtain judgment, we may apply for an attachment of earnings order (where we have the court’s permission to get your employer to pay us out of your salary), warrant of execution (which may involve a bailiff visiting your property), property charging order (where we get rights to be paid out of the money paid when you sell your property) or the Scottish and Irish equivalents.

Continuing guarantee

This agreement will not be affected by:

- any change to the borrower’s agreement;
- any other security guarantee or security we take relating to the borrower’s responsibilities;
- any time we allow or other compromise in terms of paying off the loan or arrangement, or if we accept late

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payments or agree to release or not to sue the borrower or any other guarantor or indemnifier;

- any security taken for the borrower's agreement or the failure to realise or enforce any security or the failure to take any security;
- the borrower dying, becoming bankrupt or insolvent;
- the borrower entering an individual voluntary arrangement (IVA), debt relief order (DRO) or similar; or
- us transferring our rights and responsibilities under the borrower's agreement.

Card payment authority

During the pre-payout call, you will give us consent to collect the monthly payments from your debit card if the borrower fails to pay (or the shortfall in the monthly payment if the borrower fails to pay the full monthly payment). You give us consent to use this (and any other card details you give us) to collect each full monthly payment you owe to us until it is paid. You can cancel this authority at any time by notifying us. If you cancel this authority you will have to arrange an alternative way to pay (such as direct debit). We won't take any payments from you until after the loan has been paid out.

Where the Borrower fails to pay the full monthly payment on the due date we will (unless we give you notice that we will delay exercising the rights under the card payment authority) exercise the rights under the card payment authority on the 15th day after the relevant due date. If we are unable to collect the monthly payment on that date we will try to collect from you on the next day. If this is unsuccessful we will make reasonable attempts to contact you to understand why the payment has not been made and when you are able to make it. We may attempt to take payment

again under the continuous payment authority, no more regularly than every third day until the relevant payment is made, but we will not do so if we believe that you are experiencing financial difficulties, or you have asked us not to.

If we agree a payment plan with you and you fail to make the agreed payment we will exercise the rights under the card payment authority the next day and every third day until the next payment is due. Where more than one payment is due we will exercise the rights under the card payment authority to collect the full arrears outstanding and if that is not successful one monthly payment.

Collecting payments from your credit or debit card (or under your direct debit mandate) is not an enforcement of this guarantee and indemnity and we will not need to give you a default notice before we collect this money. "Enforcement" in this guarantee and indemnity means the obtaining of a court judgment and the enforcement of that judgment.

Independent advice

You should not act as a guarantor unless you are sure you know exactly what the responsibility is that you are taking on. If you are at all unsure we strongly recommend that you take independent legal advice from your solicitor or your local citizens advice bureau.

You must tell us about any changes

Every so often we need to contact you about the Borrower's agreement. To make sure we can do this, you must tell us within seven days if you've changed your home address, your name, your email address, or any phone number that we use to contact you.

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You can tell us about any change in writing at our normal address, by phone, or by using our online 'My Account' system at www.amigoloans.co.uk.

If we need to contact you, we'll send all notices, information and statements to your last known address which shall be the address shown on this agreement, unless we know that you have moved. We may send some notices via email, text message or phone instead.

General

You agree that if any part of this guarantee and indemnity is not valid or cannot be enforced, it will not affect any other part of this guarantee and indemnity.

Sometimes we can't meet our promises to you because of matters beyond our reasonable control. This would include a problem with a computer system, a third-party supplier (such as the postal service) or an industrial dispute. In these cases, we will not be legally responsible to you.

This guarantee and indemnity applies only to you and you may not transfer any of your rights and responsibilities under it. For business reasons, we may transfer our rights without your permission.

There may be taxes or costs that you may need to pay in connection with this guarantee and indemnity but we are not aware of any.

We may record or monitor phone calls.

The law and language that applies to this guarantee and indemnity

English law governs this guarantee and indemnity and the English courts will have the right to deal with any disputes unless you live in another part of the UK, in which case this guarantee and indemnity is

governed by the law and courts in that part of the UK.

The language used in this guarantee and indemnity, any information and any communication with us will be English.

What you should do if you have a complaint

We're fully committed to dealing with all complaints, fully and fairly, and in a reasonable time. If you have a complaint about the guarantee and indemnity or anything we've done, please let us know.

You can make a complaint over the phone, on our website at www.amigoloans.co.uk, or by writing to Amigo Loans Complaints, 118-128 Commercial Road, Bournemouth, Dorset, BH2 5LT.

You have a right to refer your complaint to the Financial Ombudsman Service, Exchange Tower London, E14 9SR, by email to complaint.info@financial-ombudsman.org.uk or by phone on 0800 023 4567.

Who regulates us?

The Financial Conduct Authority, 25 The North Colonnade, Canary Wharf, London, E14 5HS is the supervisory authority. Financial Conduct Authority permission number 557709.

Registered with the Information Commissioner's Office Z8738456.

Definitions

'Debt' means any money we pay to you on behalf of the borrower as a result of the guarantee and indemnity and the borrower's agreement or any extension or amendment to either of them. It also includes any fees we pay on the borrower's behalf.

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'Borrower' means the person who is borrowing the loan from Amigo Loans, whose name and signature appears on the borrower's agreement.

'You' and 'your' means the person whose name appears on the guarantee and indemnity and who has agreed to guarantee full repayment to us of the borrower's loan if the borrower fails to meet any payments due.

'We', 'us' and 'our' means Amigo Loans Ltd (and anyone we transfer this guarantee and indemnity to).

'Borrower's agreement' means the Consumer Credit agreement regulated by the Consumer Credit Act 1974 that the borrower plans to enter into with us (Amigo Loans Ltd) for a personal loan.

'Account' means the Amigo Loans account, which we opened in the borrower's name when we sign the borrower's agreement.

Sharing information

We and other members of our group or certain other selected organisations will use the information you provide to consider any application to guarantee a loan. You agree that we may hold and process, by computer or otherwise, any information we gather about you as a result of this guarantee and indemnity and any other agreements or applications you have made with us. Where necessary, for any of the above purposes, as well as to prevent fraud and money laundering, we may release your personal information to our regulators, to other members of our group and to fraud prevention and law-enforcement agencies or to anyone to whom we have transferred our rights and/or duties under this agreement. We may disclose to the borrower your details, information supplied to us and payments. We may

also release your personal information to third parties (such as mailing agencies) who we may carry out certain aspects of the administration of this guarantee and indemnity for us. We may also release information about payments made under the account to the person who introduced the borrower to us (for example a credit broker or under our refer-a-friend scheme). All countries in the European Economic Area (EEA), which includes the UK, have similar standards of legal protection for your personal information. We may provide services from centres outside the EEA that do not have a similar standard of data protection laws to the UK. Where we are sharing information with organisations in another country, we will ensure they agree to apply equivalent levels of protection as we do. If we are required by law to disclose information – we will ensure the sharing of that information is lawful.

If you write and ask us, you have a right to receive a copy of the information we hold about you. You will need to pay a fee. For general information on your rights relating to the information we hold about you, please visit: http://www.ico.gov.uk/for_the_public.aspx

Credit-reference agencies

When you ask to act as a guarantor we'll look at your credit file at credit reference agencies such as Call Credit, Equifax or Experian. The credit-reference agencies will give us credit information about you including information from the electoral register. This credit search is used to check your identity and your eligibility to be a guarantor. The credit-reference agencies will add details of our search or your application to the record which they hold about you but this will not impact your credit score with any credit reference agency. Your credit-reference agency records will be seen by other

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organisations that make searches with those agencies. Information held about you by the credit reference agencies may already be linked to records relating to one or more of your partners. For the purposes of this application you may be treated as financially linked and your application will be assessed with reference to any “associated” records.

While you are a customer of ours, we may carry out extra credit searches so we can manage the account.

To prevent fraud we'll check your details with fraud-prevention agencies. If you provide false or inaccurate information and we suspect fraud, we will record this. We and other organisations may use and search these (including access and use from other countries) records for example to:

- help make decisions about credit and credit-related services and other facilities for you and members of your household;
- trace debtors and guarantors, recover debt, prevent fraud, and to manage your guarantee and indemnity, other accounts and other facilities;
- check details on proposals and claims for all types of insurance;
- check details of job applicants and employees; or
- check details of job applicants and employees; and
- check your identity to prevent money laundering unless you give us other satisfactory proof of identity.

You have a legal right to these details.

The credit-reference agencies and fraud-prevention agencies will also use the records to analyse statistics on credit and fraud. If you want to receive details of those credit-reference and fraud-prevention agencies from whom we gather and

with whom we record information about you, write to us at Amigo Loans, 118-128 Commercial Road, Bournemouth, Dorset, BH2 5LT.