

# Guarantor

## Information Sheet

### Personal Details

Title		
First Name and middle name(s)		
Surname		
Previous Name		
Marital Status		
Date of Birth		
Home Tel:		
Mobile Tel:		
Work Tel:		
Email Address		
Current Address		
Previous Address (if current less than 3 Years)		

### Company Guarantors

Company Name		
Corporate registration number		
Date of incorporation		
Main trading address		
Business Tel:		
Mobile Tel:		
Email Address		

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**Your Financial Background** - Please answer these questions both as an individual and if you are or have been a Director of a Limited Company:

Have you ever been refused a mortgage?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Have you approached any other lenders about obtaining a mortgage on the property to be acquired or refinanced?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Have you ever had a judgment for debt recorded against you?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Have you ever been declared bankrupt or been subject to an IVA?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Have you been associated either as a Director or shareholder of any company which has failed or made formal arrangements with its creditors eg Company Voluntary Arrangement? If yes, state name(s) of company(ies), type of failure and your position in the company.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Have you ever failed to keep up your payments under any present or previous mortgage, rental or loan agreement?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Are you a Guarantor for any loans to any other individuals or corporations?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If you have answered Yes to the previous question have you ever had your Personal Guarantee called upon?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Have you taken a payment holiday in the last 3 years?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Have you ever been convicted or charged with any offence other than a driving offence?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Have you made a claim to the DWP in the last 12 months?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Do you have any arrears (rent, mortgage etc)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Are you liable or potentially liable under any guarantee and/or indemnity for the liabilities or obligations of any other person or company including with respect to a loan to a company. If yes, please state for each guarantee and/or indemnity: <ul style="list-style-type: none"> <li>the date of the guarantee and indemnity</li> <li>the name of the company or person guaranteed</li> <li>the name of the beneficiary of the guarantee</li> <li>the total potential liability under the guarantee</li> <li>details of any demand, default or enforcement action</li> </ul>	<input type="checkbox"/> Yes <input type="checkbox"/> No
Are there any arrangements or projects, actual or expected under which you may be required to provide funding for your business(es) or the business(es) of a third-party including any company with which you are connected? If yes, please provide details, including the reason, expected dates and amounts.	<input type="checkbox"/> Yes <input type="checkbox"/> No

If you have answered Yes to any of the questions above please give further details in the box below:

Please advise if any additional support or considerations are required to support you during the application process:

### Asset & Liabilities

Properties – Address and Postcode	Estimated value
	£
	£
	£
	£
Bank and Building Society Accounts	£
Other investments (e.g. shares, bonds, stocks)	£
Vehicles	£
Other assets	£
<b>Total Assets</b>	<b>£</b>

Mortgages (lender details)	Balance Outstanding
	£
	£
	£
	£
Bank Loans & Overdrafts	£
Tax Liabilities	£
HP agreements (e.g.vehicles etc)	£
Other liabilities	£
<b>Total Liabilities</b>	<b>£</b>

Do you envisage that there will be any changes to your statement of Assets and Liabilities during the term of the loan?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Are you in the process of selling or refinancing any of the assets referred to above?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Do you intend to sell or refinance any of the assets referred to above or pledge them as security for another loan?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Are you presently negotiating any further Personal Guarantees which are not referred to above but which will come into effect during the term of this loan?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

If you have answered yes to any of the above please give further details in the box below:

<b>Where there is a further loan to be paid following the initial loan, please confirm the bank account you wish to receive the payment:</b> (Where an account exists in the name of the Borrower(s) this account must be used)	Name of Bank	
	Name of Account Holder(s)	
	Sort Code	
	Account Number	

### Guarantor Declarations and Consents

Whenever required by the context, all words written in the singular shall also include the plural and vice versa.

I confirm to you (Mint Property Finance Limited):

**INDEPENDENT ADVICE** We understand and accept that, before signing this application form, we should obtain independent legal advice and independent financial advice as to the meaning and effect of the application, including the way in which signing this application form will make us liable for your costs and will give you our authority to obtain information about us.

**FINANCE** We accept that this application form is for short-term bridging finance. We accept that any loan will be secured on the property being offered as security. We understand that if we are offered a loan facility it will be subject to and conditional upon your credit committee approval, a satisfactory valuation, a satisfactory credit report, a report on title prepared by our solicitors and such other information, evidence or documentation as you may reasonably require, together with any such other conditions precedent as may be set out in or referred to in the loan facility agreement. Any finance will be repaid within the term provided for in the loan facility agreement or such extended term (if any) as shall have been agreed between you and us in writing. We will not make any financial commitments in reliance upon the proposed loan facility agreement. We will not hold you responsible at any time for any costs, charges or losses incurred or suffered by us as a result of your decision not to proceed with the proposed loan facility agreement.

**YOUR COSTS** In consideration for your processing our application (including by undertaking appropriate due diligence) following receipt of this application form, we agree to pay to you on demand, which may be made before any loan is drawn down, an arrangement fee, a set-up fee, an asset manager fee, a title indemnity insurance fee, and any costs incurred by you, including (without limitation) your legal and valuation costs, disbursements and/or expenses in relation to the proposed loan facility and all related or connected matters, including the costs of seeking to recover any sums due to you from us, all on an indemnity basis, whether or not an offer of a loan facility is made, and whether or not a loan is drawn down or any offer of a facility is withdrawn. The fees and costs referred to in this paragraph will not be refundable, and interest will be payable at 3% per month, calculated at the daily equivalent rate and compounded monthly, on any amounts which remain unpaid after they have fallen due (both before and after any issue of proceedings or judgment).

**BROKER** We authorise you and your solicitors to receive communications on our behalf from any broker whose name and contact details are entered on this form, and to give information to the broker as to the progress of our application, and in the management of any subsequent loan agreement we enter into. Unless or until we give you or your solicitor written notice that we are no longer using that Broker, we will provide written confirmation of their details for you to continue to communicate with on our application and/or loan agreement. We accept that where we have used a broker we have done so of our own free choice. We acknowledge that any broker involved in the transaction shall be regarded as our agent and you are not responsible for their actions or advice. We authorise you to pay the applicable broker fee to them for us if the proposed loan facility agreement proceeds. We understand and accept that, if the proposed loan facility agreement proceeds, you will pay a certain percentage of the arrangement fee as commission to the broker, and that you may pay additional commission to the broker of up to 5% of the amount of the loan facility, based upon the volume of business the broker places with you. We understand and accept that these payments of commission by you to the broker may influence what the broker says or does in relation to the proposed loan facility agreement and may mean that the broker will not put our interests first.

**NO AGENTS** We understand and accept that any broker, independent financial adviser, accountant or lawyer who has assisted or does assist us in connection with introducing us to you or our application to you for finance is not your agent and you have no responsibility for anything said or done by any such intermediary or adviser.

**INFORMATION ACCURACY** We understand and accept that by signing this application form we confirm that the particulars set out in it are correct in every respect and that you will rely on the truth and accuracy of the information. We declare that the information relating to our income and outgoings is correct and we are able to meet all our current financial commitments and are able to meet the financial commitments of the proposed loan facility agreement.

**MISLEADING INFORMATION** We are aware that it is an offence knowingly to provide false, misleading or inaccurate information when applying for a loan and that, in that event, we could face criminal prosecution and/or civil action for recovery of any losses incurred.

**CREDIT CHECKS** We understand and accept that you will search our records at credit reference agencies ("CRAs") which will add details of your search to their records about us and that this will be seen by other organisations which make searches. This and other information about us and those with whom we are financially linked (which will include any joint applicants) may be used to make credit decisions about us and those with whom we are financially linked. The purpose of your searches will be to verify our identity and confirm our ability to meet the repayment obligations under the proposed loan facility agreement.

**FRAUD CHECKS** We understand and accept that in order to prevent or detect fraud and money laundering, and to verify our identity, the information provided in this application will be shared with fraud prevention agencies. If fraud is detected or suspected, you may refuse to enter into an agreement with us or to lend to us, and the fraud prevention agencies will keep records which may be seen by others who may then refuse to provide us with certain services, finance or employment. We also understand that further details explaining how information held by you and by fraud prevention agencies may be used and about our data protection rights is set out in the privacy policy which is at [www.mintpropertyfinance.co.uk/privacy-policy](http://www.mintpropertyfinance.co.uk/privacy-policy).

**AUTHORITY TO EXISTING LENDERS** We authorise our existing lenders to deal with you and your solicitors in connection with consent to a second charge over the Primary Security (details of which are provided in this application form) or Supplemental Security (details of which are provided in this application form) as appropriate.

**CONSENT TO LAND REGISTRY SEARCH** We consent to you undertaking a search against our name(s) in the index of proprietors' names at HM Land Registry.

**USE OF OUR INFORMATION** We have read the privacy policy at [www.mintpropertyfinance.co.uk/privacy-policy](http://www.mintpropertyfinance.co.uk/privacy-policy) and we accept that our personal information will be obtained, recorded, used, disclosed and otherwise processed in accordance with the privacy policy. In particular, we understand and agree that you may, at any time, ask for and receive information about us from any person including current and previous lenders, employers, estate agents, landlords, accountants, bankers, the Land Registry, HM Revenue and Customs, the UK Finance Lenders Possession Register and the broker for the purposes of assessing and processing our application and for administration of the account under any loan facility agreement.

**DISCLOSURE TO THIRD-PARTY SECURITY PROVIDERS** We understand and accept that you may disclose to any person who is to guarantee or otherwise provide security for our obligations under the proposed loan facility agreement and to any person who is to provide a deed of consent and waiver to your security in connection with the proposed loan facility agreement, and to any person who is to subordinate or waive their rights for the purposes of the proposed loan facility agreement and the proposed security, and to the legal advisers of such persons, all information in your possession from time to time concerning us and the proposed loan facility agreement so that each such person's legal advisers can provide that person with separate independent legal advice.

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**USE AND OCCUPATION OF THE PROPERTY** We confirm that neither we nor any related person (a related person being our spouse or civil partner, a person (whether or not of the opposite sex) whose relationship with us has the characteristics of the relationship between husband and wife, or our parent, brother, sister, child, grandparent or grandchild) uses or intends to use any property that is to be provided as security for the loan as or in connection with a dwelling unless the proposed loan will exceed £25,000 (after deduction of any and all interest, fees and costs that may be deducted), is for our business purposes, and is to be secured by way of a second or subsequent charge over that property.

**YOUR RELIANCE ON THIS DECLARATION** We are aware that you will be primarily relying on this declaration as to the matters confirmed in it even where you undertake your own investigation into any of these matters.

**REGULATION** We acknowledge that you are not authorised or regulated by the Financial Conduct Authority or the Consumer Credit Act 1974 (as amended) and that the proposed loan facility agreement is not regulated and is intended wholly or predominantly for our business purposes.

**JURISDICTION** We agree that any disputes arising out of or in connection with the application for finance shall be determined in accordance with English law and shall be subject to the exclusive jurisdiction of the High Court of Justice Manchester District Registry or Manchester County Court as appropriate, to which we and you submit. We waive any objection to proceedings in such Courts on the grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum.

**MARKETING OPT-IN** We agree to being contacted by you about your products and services, by post, telephone, email or SMS if we have ticked the applicable box(es) below:

Guarantor    Post  Telephone  Email  SMS

**CONSENT TO INFORMATION ABOUT THE LOAN BEING USED IN MINT'S MARKETING TO THIRD PARTIES** If we have ticked the box(es) below, and the loan proceeds, we consent to you using information about the terms of the loan (including the amount of the facility, the interest rate and the repayment term), as well as the purpose of the loan, in your marketing. We understand that you will not deliberately identify us in any marketing but that your marketing (on your website and through social media, in press releases, and other promotional materials and publications) may include photographs (both the interior and the exterior) of any property which is to be purchased, refurbished or developed with the use of the loan, and that you may indicate the location of the property. If we have ticked the box(es) below, we agree that you, or anyone acting on your instructions, may take photographs of the property for such purposes:

Guarantor

Guarantors	
Signature	
Full Name	
Date	

Signature	
Full Name	
Date	

