Nationwide Finance Limited 9 Osier Way Olney Office Park, Olney MK46 5FP

**Dear Sirs** 

(the "Customer")

Hire Agreement signed

(the "Agreement")

I refer to the personal Guarantee and Indemnity ("Guarantee") which I have been asked to sign in order to support the Customer and to provide you with assurance that the Customer will pay all sums due under the proposed Agreement which I have seen, considered and accepted my liability.

I have received copies of everything I have been asked to sign via email and post before the appointment and a further copy left with me in the appointment, including copies of the finance agreement, legal charge on my property and sale of goods invoice. I understand it is the rentals I am guaranteeing and not a loan and in addition to the primary and secondary rental term, the fees due are: a Document fee, a Services and Risk Fee which may be subject to increase if the Customer fails to provide proof of insurance; collections fees if the Customer goes into arrears; an Asset Release Fee for the release of any security or Goods.

- (i) I am aware that if the Customer does not pay you any sum due under the Agreement on the due date or fails in any other way to perform it's duties under the Agreement, then under my Guarantee I will have to pay any sum due to you and make sure you have not suffered any loss; and
- (ii) I have separately agreed to indemnify you if you incur or suffer any loss by reason of your entry into the Agreement which will include any loss you suffer in a sale and lease/HP back arrangement if I personally own any of the goods which the Customer sells to you or should the Customer not have good title to sell those goods to you for any other reason.
- (iii) I have not been unduly influenced by the Customer or anybody else when deciding to sign the Guarantee and legal charge and am willing to do so entirely of my own free will.
- (iv) I UNDERSTAND THAT MY HOME MAY BE REPOSSESSED IF THE CUSTOMER FAILS TO PAY ALL SUMS DUE TO YOU IN ACCORDANCE WITH THE HIRE AGREEMENT MADE BETWEEN YOU AND THE CUSTOMER
- (v) I have had ample opportunity to read and fully understand the Guarantee and legal charge and to ask you any questions that I may have and which, if any, have all been answered to my satisfaction; and
- (vi) I have been advised to take independent legal advise with regards to my guarantee and the legal charge, if there is anything I do not understand about my obligations under the Guarantee I will personally see a qualified Solicitor and receive advice from that Solicitor explaining my obligations before I sign it.

I acknowledge that you will rely on the above confirmation and the warranties which I have given when deciding whether to accept the Customer and enter into the Agreement and so my warranties are legally binding upon me. I acknowledge the agreement is a sale and hire back facility and not a loan.

I am aware you use personal information about individuals who are Guarantors for a variety of purposes you consider and individuals have a right to object. For more information I can see your Fair Processing and Privacy Notice's which appears on www.nationwidefinance.co.uk

By signing below I acknowledge all the above and have fully understood all the terms and conditions.

Yours faithfully,

