

Deed of Guarantee

2026 Version 1.



Deed of Guarantee

Account Number:

Date:

In this guarantee:

Terms defined and the interpretation provisions set out in the conditions have the same meanings in this guarantee, unless otherwise defined.

we, us and our means Fleet Mortgages Limited of 2nd Floor, Flagship House, Reading Road North, Fleet, Hampshire, GU51 4WP (registered in England and Wales as company number 08663979). It also means any person to whom we transfer any of our rights under this guarantee and/or our successors in title.

you and your means: (insert full name and address of each guarantor)

(1)

(2)

(3)

(4)

and, if there is more than one person named in this definition, shall be interpreted in accordance with Clause 5 below.

borrower means: (insert full name and address of each **borrower**)

(1)

(2)

(3)

(4)

specified amount means £ (if a limit is applicable, insert the amount of the initial advance, including any fees forming part of the initial advance, otherwise leave blank).

conditions means the Fleet Mortgages – Mortgage Conditions (England and Wales) 2026 Version 1.



guaranteed liabilities means each liability, obligation and duty of a borrower under the mortgage documents, including (without limitation) in each case whether or not incurred, owing or due: (a) in the past, now or in the future, (b) jointly with another person or other persons (whether or not another borrower), (c) as surety or guarantor for another person or other persons (whether or not another borrower), (d) which depends on events which may or may not happen, or (e) which does not relate to the payment of money (and in each case as such liability, obligation and duty has been or may be amended, supplemented or varied from time to time).

expenses means, in addition to the “expenses” defined in the mortgage conditions, each reasonable cost and expense (including any tax) which we incur from time to time in connection with this guarantee in relation to (a) recovering or attempting to recover any amount owing by you under this guarantee, (b) protecting, preserving or enforcing our rights under this guarantee or law (including bringing or defending legal proceedings relating to this guarantee), (c) remedying any breach by you of any of your obligations under this guarantee, and (d) exercising any of our rights under this guarantee.

This guarantee is made on the above Date by you as guarantor(s) in favour of us:

1 Copy of documents

You acknowledge receipt of a copy of each of the following:

- 1.1 the mortgage deed;
- 1.2 the conditions;
- 1.3 the mortgage offer; and
- 1.4 the latest edition of the tariff.

2 Guarantee and indemnity

- 2.1 You guarantee that each of the guaranteed liabilities of the borrower will be fully and properly performed, paid, complied with, discharged and satisfied (as applicable) when they become due to be performed, paid, complied with, discharged or satisfied (as applicable), and you shall immediately upon demand by us from time to time perform, pay, procure compliance with, discharge and satisfy (as applicable) the guaranteed liabilities as specified in the demand.
- 2.2 As a separate obligation, you agree with us to be legally bound by and to perform, pay, comply with, discharge and satisfy (as applicable) the guaranteed liabilities as if you had undertaken the guaranteed liabilities instead of the relevant borrower. You acknowledge that this makes you directly liable for the guaranteed liabilities (or any liabilities which would have been guaranteed liabilities but for any invalidity, unlawfulness or other matter rendering them unenforceable) even if they are not now, or cease to be, legally binding on the relevant borrower.



2.3 As a separate obligation, you agree to fully indemnify us in respect of each loss, cost and expense (including any taxes) which we incur due to:

2.3.1 the guaranteed liabilities not being fully and properly performed, paid, complied with, discharged and satisfied (as applicable) when they become due to be performed, paid, complied with, discharged or satisfied (as applicable);

2.3.2 any of the guaranteed liabilities (or purported liabilities which would have been guaranteed liabilities but for any invalidity, unlawfulness or other matter rendering them unenforceable) being or becoming void, voidable, invalid or unenforceable; and

2.3.3 any steps taken by us to enforce the guaranteed liabilities.

3 Limit (if applicable)

If the definition of specified amount indicates an amount greater than £0 (and is not left blank) the amount recoverable from a person signing this guarantee as a guarantor shall not exceed:

3.1 the specified amount; plus

3.2 any interest and expenses payable by that person under Clause 4,

but that limit applies to each such person separately (in other words is not a collective or cumulative limit).

4 Interest and expenses

4.1 You will pay interest to us on any amount that you fail to pay punctually to us under this guarantee.

4.2 That interest will be payable for the period from the date the amount is demanded or if in respect of any loss or expense the date, if earlier, on which the relevant loss or expense arose, until the date of actual payment (whether or not such payment is after a court judgment or any matter, circumstance or event falling within clause 6.3). During that period, interest will accrue on a daily basis at the rate of 5% per annum (using a 365-day year) over the Bank of England's official bank rate (commonly known as its base rate or, if that ceases to be available, any comparable rate that we reasonably decide and notify to you) from time to time during that period.

4.3 You agree to fully indemnify us in respect of each expense which we incur when we ask you to do so.

4.4 If we have to pay any expense to third parties, we will try to give notice to you within a reasonable time stating the amount of the expense, brief details of the general nature of the expense and the date on which we have to pay the expense.



5 Each of you has full liability, not just a share

5.1 If there is more than one of you:

- 5.1.1 whenever this guarantee uses the words 'you' and 'your', it means each of you individually as well as all of you together;
- 5.1.2 each of you is separately fully responsible for complying with your obligations under this guarantee and discharging all of the guaranteed liabilities (and not merely a share), including if any of you dies;
- 5.1.3 we can fully exercise our rights and enforce this guarantee against any one of you without having to involve the other(s);
- 5.1.4 we may at any time release or discharge any of you from your liability under this guarantee (and such release or discharge shall, unless it otherwise provides, also release or discharge that person from all rights of contribution, whether accrued or not, which are then or might otherwise become enforceable by any of the rest of you);
- 5.1.5 we may give time for payment to accept any composition from or make any other arrangements with any of you, without in any such case thereby discharging or releasing in whole or in part or otherwise prejudicing or affecting our rights and remedies against any of the rest of you; and
- 5.1.6 if this guarantee is or becomes unenforceable or otherwise ineffective against any one or more of you, none of the rest of you will be released from your obligations and each of you agrees as a separate obligation to pay and compensate us for any reasonable losses we suffer as a result of this.

5.2 If there is more than one of you, unless and until any one of you write to us and request us to only follow instructions given by all of you, we may follow any kind of instruction that any one of you gives us. This means one of you may be able, for example, to cause expenses to be payable without any other of you knowing. Also, if you argue over this guarantee and we find out, we may only follow instructions if all of you give them. We will go back to following instructions from any one of you once you tell us you have resolved the argument.

6 Some protections

6.1 Your obligations under this guarantee are irrevocable and unconditional and you cannot withdraw from them, and you are not entitled to determine or discontinue your liability or obligations under this guarantee.

6.2 Throughout the period from and including the date of this guarantee until and including the date we have provided each of you with a written full discharge and release of each of your liability under this guarantee you agree that this guarantee will be a continuing security in respect of all of the guaranteed liabilities and your liabilities under this guarantee (even if there are not any guaranteed liabilities from time to time).



6.3 You agree and declare that this guarantee shall not be affected or prejudiced by, nor shall our rights against you be affected by, any matter, circumstance or event that has occurred or occurs from time to time, even if that matter, circumstance or event would ordinarily have had or has the effect of releasing any of you from liability in each case regardless of whether or not we have been or are negligent or have breached or breach any duty, liability or obligation in connection with the relevant matter or event. Without in any way limiting the generality of the foregoing, examples of such matters, circumstances or events include:

- 6.3.1 any fluctuation from time to time of the guaranteed liabilities or liabilities of any of you under this guarantee;
- 6.3.2 any fluctuation from time to time of our obligations or liabilities under this guarantee or any mortgage document or any security held by us for the guaranteed liabilities; or
- 6.3.3 any variation, amendment, extension, renewal, waiver, release, discharge, exchange, compromise or substitution of or dealing with all or any part of this guarantee, or the guaranteed liabilities or the mortgage documents or any security held by us for this guarantee or the guaranteed liabilities that has occurred or occurs from time to time, irrespective of whether such variation, amendment, extension, renewal, waiver, release, discharge, exchange, compromise or substitution or dealing occurred or occurs with or without the knowledge or consent of any of you;
- 6.3.4 any failure by us to take or perfect any security or to enforce or release any rights under any security;
- 6.3.5 any time, waiver, concession or other indulgence has been or is granted, or has been or is agreed to be granted, from time to time to any one or more of you, borrower or other person in respect of (as applicable) this guarantee, or the guaranteed liabilities or the mortgage documents or any security held by us for this guarantee or the guaranteed liabilities; or
- 6.3.6 any actual or attempted enforcement of or any delay in enforcing or any failure to enforce has occurred or occurs from time to time in relation to the obligations or liabilities or rights of any one or more of you, borrower or other person in respect of (as applicable) this guarantee, or the guaranteed liabilities or the mortgage documents or any security held by us for this guarantee or the guaranteed liabilities;
- 6.3.7 any borrower, any of you or any other person has become or becomes insolvent or subject to liquidation, administration, bankruptcy or any voluntary arrangement or has made or makes any composition or arrangement with or for the benefit of creditors generally;
- 6.3.8 any one or more of you dies or is or becomes mentally ill or otherwise loses legal capacity;
- 6.3.9 we release any one or more of you from this guarantee;



6.3.10 any person(s) that fall within the definition of 'you' in this guarantee do(es) not enter into this guarantee;

6.3.11 all or any part of the guaranteed liabilities, or the obligations or liabilities of any of you under this guarantee or our obligations or liabilities under this guarantee or any mortgage document or any security held by us for this guarantee or the guaranteed liabilities is or becomes illegal, invalid, unenforceable, impaired or ineffective in any respect or if we release it (in whole or in part); and

6.3.12 any mortgage transfer that has occurred or occurs.

6.4 Throughout the period from and including the Date of this guarantee until and including the date we have provided each of you with a written full discharge and release of each of your liability under this guarantee, you agree that, whether or not you have made any payment under this guarantee, you will not:

6.4.1 share in any security we hold or any money we receive (whether or not from any borrower or any of you or any other person);

6.4.2 hold, take or receive any security from the borrower, any of you or any other person in connection with this guarantee or the guaranteed liabilities;

6.4.3 enforce or exercise any right (including any right of set-off) or pursue any claim against any borrower, any of you or any other person in respect of this guarantee or the guaranteed liabilities;

6.4.4 make any claim in the insolvency of any borrower or any other person (including any other of you) which would compete with us; and

6.4.5 be entitled to exercise any rights we may have against any borrower or any other of you.

If you do receive any security, rights or money in breach of this Clause 6.4 then you will hold them on trust for us and transfer them to us when we ask you to. That trust will not last longer than any applicable maximum period permitted under law.

6.5 We may enforce this guarantee against any one or more of you without first having to ask for payment, or take any steps against any other of you, any borrower or any other person, except as may be required by law.

6.6 Any amount owing or payable by you to us under this guarantee is due and payable by you when we ask for it.

6.7 A certificate of any of our managers or officers or our company secretary as to the amount for the time being of the amount of the guaranteed liabilities (or a specified guaranteed liability) or an amount owing by you under this guarantee will for all purposes (apart from mistakes, fraud or negligence) be conclusive evidence of that amount.



- 6.8 You agree that you will pay each amount owing by you from time to time under this guarantee in cleared funds for value on or before the date of payment and without any setoff, claim, deduction or withholding except if and to the extent required to by applicable law.
- 6.9 We can apply any payment made by you which is less than the full amount due against any part of the guaranteed liabilities which we decide. You cannot require us to apply any such payment differently.
- 6.10 For so long as any guaranteed liabilities have not been paid or discharged in full, we may in our absolute discretion at any time, and from time to time, place and retain on an interest-bearing suspense account, for such period and in such manner as we think fit, any moneys we receive, realise or recover from any of you or any of your assets or otherwise in connection with this guarantee to the extent of the guaranteed liabilities, without being obliged to apply those moneys or any part of them in or towards the payment or discharge of any guaranteed liabilities.
- 6.11 We may set-off or deduct from any amount payable by us to any of you against any amount which might otherwise be payable to us from any of you under any circumstance (whether or not under contract, any duty of care or legislation and including under any mortgage document or other agreement(s) and whether or not arising from any negligence by us, you or any other person) and, upon making any such set-off or deduction, shall within a reasonable time give details to any of you.

7 Communications

- 7.1 You agree that all communications between you and us will be in English and all documents you send to us, and we send to you will be in English.
- 7.2 We may contact you in one or more of the following ways (including where this guarantee or applicable law requires a document to be given by us to you):
- 7.2.1 by post or by hand delivery to your contact postal address;
 - 7.2.2 by email to the latest email address you have provided to us; or
 - 7.2.3 by any other method which is available by law.
- 7.3 You must tell us immediately if your contact details change by writing to us at our contact address or using our Mortgage Services telephone number. Throughout the period, if your contact postal address is an address outside the United Kingdom, you must maintain details and evidence of the appointment by you of a person in England and Wales who will accept service of process on your behalf, and you must keep us informed of those details. If there is more than one of you and two or more of you share the same address, a document we send to one of you at that address will count as a notice to each of you sharing that address.
- 7.4 Each document given by post will be treated as having been given on the 2nd business day after the date of posting, even if it never arrives or is returned undelivered. Each document delivered by hand or by email will be treated as having been given the next day. If you send us any original, valuable or important documents, we recommend that you use special delivery or a similar service.



7.5 All of our contact details for these purposes can be found in Part D of the Conditions.

8 Our power to transfer

The provisions of condition 27 of the Conditions applies to this guarantee as if a reference to the borrower were reference to you.

9 Information and personal data

The provisions of condition 32 of the Conditions applies to this guarantee as if a reference to the borrower were a reference to you.

10 Availability of rights

10.1 If we decide to relax any of these terms or not to hold you to your obligations or make full use of our rights, this will not affect our rights or powers in any other way.

10.2 If you break any provision of this guarantee and we agree to take no action, we will still be able to take action if you break that provision in the future or you break any other provision.

10.3 Each term of this guarantee is separate from the others. If we cannot legally enforce any particular term this will not stop us from enforcing the other terms.

10.4 No one will have any rights under this guarantee under the Contracts (Rights of Third Parties) Act 1999.

10.5 Our rights and remedies under this guarantee are in addition to our rights and remedies under the general law.

11 Law

This guarantee and any non-contractual aspects arising in connection with it are governed by English law. You agree that action may be taken against you in the English courts and in the courts of any other place in which you may have assets, or which has jurisdiction.

THIS IS AN IMPORTANT LEGAL DOCUMENT.



If you sign this document, you will be legally bound by this guarantee. You are liable both instead of and as well as each borrower. Your liability will also be separate from and in addition to the liability of any other person signing this guarantee as a guarantor. This means that you can be required to pay in full even if, for example, such other person (if any) does not pay or is not liable. We will be entitled to enforce our rights against you if any of you (which includes any other guarantor) fail to comply with your obligations under this guarantee or any borrower fails to comply with the guaranteed liabilities.

Your liability under this document is unlimited (unless expressly indicated otherwise in this guarantee, and even if a limit is specified, there are some things for which your liability is unlimited). Your liability covers a wide range of guaranteed liabilities. Those guaranteed liabilities may change in nature and increase in extent from time to time. You will remain legally bound by this guarantee even if circumstances change from time to time, whether or not the change increases your liability or whether or not you know about, have been consulted about or have consented to any change.

Please note that brokers, other intermediaries or persons who may have introduced you or a borrower to us or provided you or a borrower with assistance, advice or other services in connection with this guarantee or the mortgage documents are not our agents and have no authority from us to make representations as to the effect of this guarantee, your liabilities under this guarantee or its suitability for you. Also, other information provided by us (including in previous discussions, illustrations, quotations or representations) is superseded by the mortgage documents. Therefore, you must not rely upon any of that superseded information.

You should only sign this document if you have read and understood this guarantee and the mortgage documents, and you have obtained such legal and other advice as you consider appropriate and then decided that you want to be legally bound by this guarantee.

Each signature must be separately witnessed but the witness can be the same person. Each witness must be at least 18 years old, not be a borrower or a guarantor, and not be a relative, spouse, civil partner or co-habitee of a borrower or a guarantor, and not reside in the mortgage property.

Signed and delivered as a deed by you as a guarantor on the Date stated at the start of this guarantee:



Your signature:

Your full name (in block capitals):

In the presence of the following witness:

Signature of witness:

Full name of witness (in block capitals):

Occupation of witness:

Address of witness:

Signed and delivered as a deed by you as a guarantor on the Date stated at the start of this guarantee:

Your signature:

Your full name (in block capitals):

In the presence of the following witness:

Signature of witness:

Full name of witness (in block capitals):

Occupation of witness:

Address of witness:

Signed and delivered as a deed by you as a guarantor on the Date stated at the start of this guarantee:



Your signature:

Your full name (in block capitals):

In the presence of the following witness:

Signature of witness:

Full name of witness (in block capitals):

Occupation of witness:

Address of witness:

Signed and delivered as a deed by you as a guarantor on the Date stated at the start of this guarantee:

Your signature:

Your full name (in block capitals):

In the presence of the following witness:

Signature of witness:

Full name of witness (in block capitals):

Occupation of witness:

Address of witness:

Fleet Mortgages

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