

## 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, the 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 these Guarantor Terms and Conditions 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. Its 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 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

Before the loan is paid out, 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).

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 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.

For your security we need to verify your debit card against the details you've provided. For this 'pre-authorisation' check your account must have at least 1p available. Rest assured that this check is not a charge and no funds will be debited from your account. The amount may show as a pending transaction but will be available again within a few days. Once the loan is active we may need to repeat this process, every 9 months, to ensure the card is still valid.

### **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.

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](http://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.

If you get a new payment card you should provide us with the updated details.

### **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 provided that we take reasonable steps to ensure that your rights and obligations will not be adversely affected as a result of the transfer.

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](http://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](mailto: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 708284.

Registered with the Information Commissioner’s Office Z8738456.

**Definitions**

‘Account’ means the Amigo Loans account, which we opened in the Borrower’s name when we sign the Borrower’s agreement.

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

‘Borrower’s agreement’ means the Fixed Sum Loan Agreement and the Borrower Terms and Conditions which together form the Borrowers Credit Agreement that is regulated by the Consumer Credit Act 1974.

‘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 and any interest which is added.

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

‘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.

**Sharing information**

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://ico.org.uk/for-the-public/>

**Credit-reference agencies**

When you ask to act as a guarantor we’ll look at your credit file at credit reference agencies such as ("CRAs") Call Credit, Equifax or Experian. The CRAs 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 CRAs 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 organisations that make searches with those agencies. Information held about you by the CRAs 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.

We and other organisations may use and search these records (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;
- verify the accuracy of the data you have provided to us;
- 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; and
- check your identity to prevent money laundering unless you give us other satisfactory proof of identity.

The identities of the CRAs, their role also as fraud prevention agencies, the data they hold, the ways in which they use and share personal information, data retention periods and your data protection rights with the CRAs are explained in more detail in the CRAIN information notice at [www.experian.co.uk](http://www.experian.co.uk). You can also find this document in our credit reference section in our website terms. If you would like us to send you a copy of this document separately, please contact us at [hello@amigo.me](mailto:hello@amigo.me). This information is also accessible from each of the three main CRA websites.

### Preventing Fraud

When you apply to be a guarantor for an Amigo loan, we undertake checks for the purposes of preventing fraud and money laundering, and to verify your identity. These checks require us to process personal data about you.

The personal data you have provided, we have collected from you, or we have received from third parties will be used to prevent fraud and money laundering, and to verify your identity.

Details of the personal information that will be processed include, for example: name, address, date of birth, contact details, financial information, employment details, device identifiers including IP address .

We and fraud prevention agencies may also enable law enforcement agencies to access and use your personal data to detect, investigate and prevent crime.

We process your personal data on the basis that we have a legitimate interest in preventing fraud and money laundering, and to verify identity, in order to protect our business and to comply with laws that apply to us. Such processing is also a contractual requirement when applying to be a guarantor for an Amigo loan.

Fraud prevention agencies can hold your personal data for different periods of time, and if you are considered to pose a fraud or money laundering risk, your data can be held for up to six years.

As part of the processing of your personal data, decisions may be made by automated means. This means we may automatically decide that you pose a fraud or money laundering risk if our processing reveals your behaviour to be consistent with money laundering or known fraudulent conduct, or is inconsistent with your previous submissions, or you appear to have deliberately hidden your true identity. You have rights in relation to automated decision making: if you want to know more please contact us using the details above.

If we, or a fraud prevention agency, determine that you pose a fraud or money laundering risk, we may refuse to provide the services or financing you have requested, or to employ you, or we may stop providing existing services to you.

A record of any fraud or money laundering risk will be retained by the fraud prevention agencies, and may result in others refusing to provide services, financing or employment to you. If you have any questions about this, please contact us on the details above.

Whenever fraud prevention agencies transfer your personal data outside of the European Economic Area, they impose contractual obligations on the recipients of that data to protect your personal data to the standard required in the European Economic Area. They may also require the recipient to subscribe to 'international frameworks' intended to enable secure data sharing.

Your personal data is protected by legal rights, which include your rights to object to our processing of your personal data; request that your personal data is erased or corrected; request access to your personal data.

For more information or to exercise your data protection rights, please contact us using the contact details above.

You also have a right to complain to the Information Commissioner's Office which regulates the processing of personal data.

Further details on how your information will be used by us, those credit reference and fraud prevention agencies, and your data protection rights can be found by writing to us at Amigo Loans, 118-128 Commercial Road, Bournemouth, Dorset, BH2 5LT or emailing us at [hello@amigoloans.co.uk](mailto:hello@amigoloans.co.uk). You have a legal right to these details.