

# Guarantee and Indemnity

Individual

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# Mortgages

## Guarantee & Indemnity - Individual

Please complete in **BLOCK CAPITALS**

Bank of Ireland 

Note to guarantor(s) and borrower(s):

Please read the following carefully before you sign the guarantee:

- a) the warnings below;
- b) the guarantee terms and conditions; and
- c) the details section at the back of the guarantee.

We require both the guarantor(s) and borrower(s) to sign on the back page where shown.  
The guarantor's (s') signature(s) must be witnessed.

**WARNING: AS A GUARANTOR OF THIS CREDIT, YOU WILL HAVE TO PAY OFF THE DEBT AMOUNT, THE INTEREST AND ALL ASSOCIATED CHARGES UP TO THE LEVEL OF YOUR GUARANTEE IF THE BORROWER(S) DO(ES) NOT. BEFORE YOU SIGN THIS GUARANTEE YOU SHOULD GET INDEPENDENT LEGAL ADVICE.**

**This deed of guarantee and indemnity and the terms and conditions (this “Guarantee”) are between you and the Bank.**

### Terms and Conditions

#### 1. Definitions

1.1. The following terms used in this Guarantee have the meaning set out below:

- (a) **“Bank”** refers to the bank that is the lender under the Credit and includes a reference as appropriate to The Governor and Company of the Bank of Ireland with its head office at 40 Mespil Road, Dublin 4 and Bank of Ireland Mortgage Bank with its registered office at 40 Mespil Road, Dublin 4;
- (b) **“Borrower(s)”** means the persons listed in the Details of the Guarantee under the heading Details of the Borrower(s) and any one a “Borrower”;
- (c) **“Borrower Costs”** means any costs, fees, charges or expenses (together with any VAT payable) incurred by the Bank in connection with the Credit, enforcement of the Credit, early termination of the Credit or the termination of any arrangement entered into with the Borrower in respect of the Credit or at the Borrower's request, including, legal fees, the costs of any proceedings, administration costs and fees paid to third party debt collection agencies.
- (d) **“Borrower Obligations”** means any amounts due, owing or incurred by the Borrower to the Bank, solely or jointly with others, in connection with Credit provided by the Bank to the Borrower, including any amounts due now or in the future in respect of:
  - (i) any interest payable on the Borrower's Obligations; and
  - (ii) the Borrower Costs.The Borrower's Obligations include any Borrower Obligations incurred before and after the date of this Guarantee and any Borrower Obligations that have been incurred or which may be incurred including any contingent liabilities of the Borrower. A contingent liability is an obligation that the Borrower has agreed to pay in the future upon the occurrence of certain events.
- (e) **“Credit”** means:
  - (i) loans, credit or other financial services provided to the Borrower which includes bonds or guarantees entered into by the Bank at the Borrower's request and including all agreements relating to the provision of such services;
  - (ii) any agreement by the Borrower to pay the Bank for the obligations of a third party, for example, under a guarantee or indemnity entered into by the Borrower; and/or
  - (iii) any financial derivative agreements or cash cover, for example, any agreements dealing with the risk of changes in interest rates or foreign exchange rates.
- (f) **“Details of the Guarantee”** means the details listed under the section headed “Details of the Guarantee” at the back of this Guarantee;
- (g) **“Guarantor(s)”** or **“you”** means the persons listed in the Details of the Guarantee under the heading Details of the Guarantor(s) and any one a “Guarantor”;
- (h) **“Guarantee Amount”** means the amount listed in the Details of the Guarantee under the heading Guaranteed Obligations;
- (i) **“Guarantor Costs”** means any costs, fees, charges or expenses (together with any VAT payable) incurred by the Bank in connection with this Guarantee or the enforcement or preservation of its rights under this Guarantee including, legal fees, the costs of any proceedings, administration costs and fees paid to third party debt collection agencies; and
- (j) **“Termination Event”** means where this Guarantee is terminated by you in accordance with Clause 7.2 or this Guarantee otherwise ceases to be a continuing security.

#### 2. Interpretation

- 2.1. References to the “Bank”, “we”, “Borrower”, “Guarantor”, “you” or “your” also refers to any of their or your successors and assigns which includes:
  - (a) a person to whom the Bank assigns or transfers its rights or obligations under this Guarantee so that you are liable to any such person as if they were named in this Guarantee as the Bank including for any Borrower Obligations the Borrower may incur to them after the assignment or transfer;
  - (b) a person who acquires or merges with one of the parties to this Guarantee or assumes the rights or obligations of any party to this Guarantee; or
  - (c) any personal representative or executor of your estate.
- 2.2 A reference to a “person” in this Guarantee includes natural persons, partnerships, joint ventures, trusts, incorporated entities and unincorporated entities such as clubs and associations.
- 2.3 Where there is more than one guarantor, a reference to the “Guarantor” or “you” is a reference to all of the guarantors or any of them.
- 2.4 Where there is more than one borrower, a reference to the “Borrower” is a reference to all of the borrowers or any of them.
- 2.5 Where there is more than one bank, a reference to the “Bank” is a reference to all of the banks or any one of them.
- 2.6 Any reference to a co-guarantor includes any guarantors who are a party to this Guarantee and any other guarantor who has provided a separate guarantee for the Borrower's Obligations.
- 2.7 Words in the plural shall include the singular unless expressly stated otherwise.
- 2.8 References to this “Guarantee”, any agreement or document includes any amendment or variation of any kind to this Guarantee or those agreements or documents.
- 2.9 Where a clause in this Guarantee gives an example or refers to the inclusion of something, the provision of the example or the use of the words “including” or “includes” are illustrative and do not limit the general meaning of the clause.
- 2.10 Any reference to a statute or legislation (whether specifically named or not) includes any amendments, variations or reenactments of that statute or legislation from time to time and includes any subordinate legislation or regulations made under that statute or legislation.

#### 3. Guarantee

- 3.1. In consideration for the Bank providing Credit to the Borrower, you:
  - (a) guarantee to pay to the Bank, on demand, the Borrower's Obligations when they are due for payment; and
  - (b) undertake that where the Borrower does not pay the Borrower's Obligations when they are due, you will make those payments on demand as if you were the Borrower.
- 3.2. You confirm that you intend this Guarantee to cover any change, extension, addition or increase to any Credit provided to the Borrower.

#### 4. Indemnity

- 4.1. You agree to indemnify and pay the Bank on demand for any loss incurred by the Bank:
  - (a) where the Borrower's Obligations become unenforceable; and/or
  - (b) under this Guarantee including, any loss due to a breach by you of this Guarantee.

An indemnity is an agreement to pay for a loss incurred by another. By giving this indemnity you agree to pay the Bank for any loss it incurs in connection with this Guarantee including any loss suffered by the Bank where it cannot enforce the Borrower's Obligations or if you breach a term of this Guarantee.

### 5. Guarantee Amount

- 5.1. The amount you must pay under this Guarantee will not exceed the Guarantee Amount together with the amounts below which are payable in addition to the Guarantee Amount:
- any interest payable by the Borrower to the Bank in respect of the Borrower's Obligations;
  - any interest payable by you under this Guarantee;
  - the Borrower Costs; and
  - the Guarantor Costs.

There is no limit on the amounts payable by you under this Guarantee in respect of the amounts due under (a) to (d) of this Clause 5.1.

### 6. Interest and Costs

- 6.1 You will pay all the Guarantor Costs on demand.
- 6.2 You will pay interest on the amounts demanded (including the Guarantor Costs) under this Guarantee from the date of demand until the date of full payment. The Bank may charge interest at either the rate applicable to the Borrower's Obligations or at a rate of 2% per annum. Interest will be calculated on the same method of calculation that applies to the Borrower's Obligations.

### 7. Continuing Security

- 7.1 This Guarantee is a continuing security and extends to the Borrower's Obligations from time to time. Your obligations under this Guarantee will not be affected by:
- your death, insolvency, bankruptcy or mental incapacity (in which event this Guarantee will remain binding on your estate or any person entitled to represent you);
  - the death, insolvency, bankruptcy or mental incapacity of the Borrower;
  - the appointment of a liquidator or examiner to the Borrower;
  - the appointment of a receiver over any assets of the Borrower;
  - any merger or acquisition, or change to the structure, membership or composition of the Borrower;
  - payment in full or in part of any of the Borrower's Obligations;
  - any arrangements or settlements with the Borrower or any other persons liable for the Borrower's Obligations;
  - any reduction in the Borrower's Obligations or any person liable for the Borrower's Obligations due to any arrangement or settlements reached under the Companies Act 2014, the Personal Insolvency Act 2012 or any similar statutory provisions;
  - any arrangements or settlements with your creditors in respect of your debts and liabilities;
  - any judgment granted against the Borrower;
  - any event that might affect your liability under this Guarantee, for example, where the Borrower denies liability for the Borrower's Obligations;
  - availing of any statutory protection or relief from your creditors;
  - any defect in security or guarantee provided by a co guarantor or the Borrower;
  - the Borrower's Obligations becoming unenforceable for any reason;
  - any legal restriction on, or lack of capacity of, the Borrower or any person acting for the Borrower, which causes the Borrower's Obligations to be unenforceable; and/or
  - notice that any of the above matters is happening or will happen.
- 7.2 You may terminate this Guarantee by giving 60 days' notice in writing to the Bank.
- 7.3 Where a Termination Event occurs your liability under this Guarantee will extend to:
- the Borrower's Obligations at the date of the Termination Event whether or not the amounts have fallen due for payment;
  - any cheques, drafts or similar instruments dated before the date of the Termination Event but presented for payment afterwards;

- any interest that accrues on the Borrower's Obligations or under this Guarantee from the date of the Termination Event onwards;
- the Borrower Costs and the Guarantor Costs incurred in each case before and after the date of the Termination Event; and
- any Credit provided to the Borrower after the date of the Termination Event where the Bank agreed before the Termination Event to provide that Credit.

- 7.4 Where there is a Termination Event or this Guarantee is demanded upon by the Bank, any payments received by the Bank for the account of the Borrower after that date will not reduce your obligations under this Guarantee. To facilitate this, the Bank may open a new account or accounts in the name of the Borrower and continue to operate any existing account with the Borrower. Any payments received for the account of the Borrower will be credited or deemed to be credited to the new accounts.

### 8. Payments

- 8.1. To enable the Bank to enforce the Borrower's Obligations, the Bank may decide how to apply any payments received under this Guarantee, any other security or otherwise against the Borrower's Obligations to the Bank. The Bank may lodge those payments to a suspense account without any obligation to apply those payments in reduction of the Borrower's Obligations.
- 8.2 Where there are insolvency, bankruptcy or similar proceedings relating to the Borrower, the Bank may, aside from any payments made by you under this Guarantee, agree or accept any dividends, payments or settlements for the Borrower's Obligations. You will remain liable to pay any outstanding balance due under this Guarantee after the receipt of those payments, dividends or settlements. The Bank remains entitled to seek payment from you for the full amount of the Borrower's Obligations due under this Guarantee regardless of any reduction in the Borrower's Obligations under any such insolvency, bankruptcy or similar proceedings. Your obligations under this Guarantee will remain in force until the Bank has received the full amount owing under this Guarantee.
- 8.3 Where the Bank receives any payments, dividends or settlements from your insolvency, bankruptcy or similar proceedings to meet your obligations under this Guarantee, those payments, dividends or settlement will only cover your obligations under this Guarantee up to the amount actually received. You will remain liable to pay any outstanding balance due under this Guarantee after the receipt of those payments, dividends or settlements. The Bank remains entitled to seek payment from you for the full amount of your obligations under this Guarantee regardless of any reduction in your obligations under any insolvency, bankruptcy or similar proceedings. Your obligations under this Guarantee will remain in force until the Bank has received the full amount owing under this Guarantee.
- 8.4 Your payments under this Guarantee will be made in the currency of the Borrower's Obligations. You will make all payments in cleared funds to the account and on the day and at the time specified by the Bank.
- 8.5 You must make all payments under this Guarantee in full without any deductions or withholdings for any reason, and without any set-off or counterclaim for amounts owed by the Bank to you. If you are required by law to make any deductions or withholdings, you will pay to the Bank additional amounts so that the total amount received by the Bank is equal to the net amount which the Bank would have been entitled to receive if there had been no deduction or withholding.

### 9. Arrangements with the Borrower or the Guarantor

- 9.1 Your obligations under this Guarantee will not be released or reduced where the Bank:
- grants new Credit to the Borrower;
  - grants you, a co-guarantor or the Borrower any time or concession to meet your or their obligations to the Bank;
  - enters any arrangement with you, a co-guarantor or

the Borrower including any arrangement relating to the discharge, variation or release of your, a co-guarantor's or the Borrower's obligations to the Bank;

- (d) exercises any rights in any insolvency proceedings relating to the Borrower, including, casting a vote for or against any arrangements or settlements relating to the Borrower;
- (e) agrees to the renewal or amendment (however fundamental) of any existing Credit provided to the Borrower;
- (f) consents to or waives any breach by you, a co-guarantor or the Borrower of any agreement or arrangement with the Bank;
- (g) does not enforce or put in place any other security for your, a co-guarantor's or the Borrower's obligations;
- (h) does not claim or enforce payment against you, a co-guarantor or the Borrower; and/or
- (i) does not claim or enforce any security held by it.

Where the Bank takes any of the above actions, the Bank may do so without affecting your obligations under this Guarantee.

### 10. Priority of the Bank's claims against the Borrower

10.1 You agree that the Bank's claims against the Borrower have priority over any claims that you may have against the Borrower or any co-guarantor. Until the Borrower's Obligations to the Bank have been met in full and all amounts owing have been paid in full and the Bank has released this Guarantee:

- (a) you will not demand or accept payment from the Borrower of any amounts owed to you by the Borrower;
- (b) you will not take any security from, or enforce any security, against the Borrower or any co-guarantor;
- (c) you will not exercise any legal rights you may have as guarantor against the Borrower or any co-guarantor including any right of set-off, counterclaim, contribution, subrogation or indemnity;
- (d) you will not claim or share in any security held by the Bank, or in any payments received by the Bank, for the Borrower's Obligations;
- (e) you will not make any claim against the Borrower or any co-guarantor whether in any insolvency of the Borrower or any such co-guarantor or otherwise including any claims in competition with the Bank; and/or
- (f) you will not take any action that would reduce the amount recoverable by the Bank from the Borrower.

10.2 Where you hold any security or receive any benefit or payment in breach of this Clause 10, you will hold such security, payment or benefit on trust for the Bank as security for your obligations under this Guarantee.

### 11. Set-Off and Lien

11.1 The Bank may at any time without notice (before or after making a demand):

- (a) combine any accounts (including any current, deposit, notice deposit or loan account) you hold with the Bank including accounts you hold jointly with others; and/or
- (b) set-off any amounts in those accounts against any amounts owed by you under this Guarantee; and/or
- (c) set-off any obligations due from you under this Guarantee against any obligations due by the Bank to you.

11.2 The Bank will have a lien over all property or assets which the Bank holds on your behalf, including, any property or assets held for safe keeping. This means the Bank can keep possession of property or assets that belong to you until the amounts payable under this Guarantee are paid in full.

### 12. Certificates and Accounts

12.1 A certificate signed by a Bank official setting out the amount due by you under this Guarantee will be binding on you, except in the event of an obvious error.

12.2 The account records kept by the Bank are conclusive on the matters they relate to, except in the case of an obvious error.

### 13. Transfer of the Guarantee

13.1 The Bank may assign, convey, transfer, mortgage, charge,

securities or sub-mortgage, sub-charge or sub-participate or otherwise, whether as part of a loan transfer, securitisation scheme or otherwise, and for any purpose its rights, interests, and/or obligations under this Guarantee to any person as the Bank may think fit and without your consent. To "sub-participate" means that the Bank can allow another person to share in the benefit of this Guarantee including any payment made under this Guarantee. To "securitise" means that the Bank can assign or transfer this Guarantee in order to raise finance or funding for the Bank or for any other purpose.

13.2 You acknowledge that this Guarantee and all associated rights and interests will be capable of being the subject matter of a security interest, by way of a mortgage or charge or other encumbrance, whatsoever or howsoever, arising in favour of a third party whether arising under a collateralisation scheme or otherwise.

13.3 You acknowledge that the Bank may disclose to another person any information about you and this Guarantee that is required to complete the assignment, conveyance, transfer, mortgage, charge, securitisation or sub-mortgage, sub-charge or sub-participation, or to enable that person to administer this Guarantee.

13.4 You may not assign, convey, transfer, mortgage or charge your rights or obligations under this Guarantee.

### 14. Notices and Demands

14.1 The Bank may demand payment under this Guarantee at any time before or after the Borrower's Obligations have become due for payment or the Bank becomes entitled to demand payment from the Borrower. The Bank may make multiple demands under this Guarantee and demands may be withdrawn and subsequently made again.

14.2 The Bank may demand payment under this Guarantee for any contingent liability of the Borrower. This means that the Bank can demand payment from you for the Borrower's Obligations that have not yet been incurred, including, contingent liabilities of the Borrower under any bonds, guarantees or letters of credit issued by the Bank at the request of the Borrower. If any amount paid by you under this Clause 14.2 exceeds the amount the Bank is ultimately required to pay under any such bond, guarantee or letter of credit, the Bank will return that excess amount to you.

14.3 The Bank may demand payment under this Guarantee irrespective of whether:

- (a) demand is made on the Borrower;
- (b) any enforcement proceedings (including starting any legal action or making any claim in the Borrower's insolvency) are taken against the Borrower, any other guarantor (including any co-guarantors with you) and any other provider of security; or
- (c) any security is enforced or the order in which any security is enforced.

You agree not to require the Bank to take any of the actions set out above or any enforcement proceedings against the Borrower or any co-guarantor before a demand is made under this Guarantee.

14.4 A notice or demand made under this Guarantee must be in writing and sent by hand, post or email to the address of the relevant party set out in this Guarantee or any address notified by any party to the other parties in writing after the date of this Guarantee. A notice or demand made under this Guarantee will be deemed to be delivered at the time of personal delivery or 48 hours after being posted by pre-paid ordinary post. A notice or demand made under this Guarantee by email will be deemed to be delivered when it is sent to the email address on the Bank's record.

### 15. Use of Personal Data

15.1 You acknowledge that – unless the Bank has told you differently the provision of your personal details by you to the Bank for the purposes of this Guarantee is a contractual requirement and/or necessary for the Bank to comply with its legal obligations.

15.2 By signing this Guarantee, You acknowledge that you have read Bank of Ireland's Data Privacy Summary provided with this Guarantee. More detailed information is available in the full Bank of Ireland Data Privacy Notice which is available on request or at [www.bankofireland.com/privacy](http://www.bankofireland.com/privacy). This notice is a guide to how the Bank of Ireland Group processes personal data.

### 16. General

- 16.1 If any term, or part of a term, of this Guarantee becomes invalid, illegal or unenforceable, the remaining terms or the remaining part of any term will not be affected and will remain in force.
- 16.2 This Guarantee is in addition to any other security or guarantee which the Bank holds. It will not merge with or affect the Bank's rights under any other security or guarantee.
- 16.3 If the Bank does not exercise, or delays in exercising, a right under this Guarantee or any agreement with the Borrower, this will not be treated as a waiver or abandonment of those rights, unless the Bank waives those rights in writing.
- 16.4 Where the Bank waives or acquiesces to a breach of a term of this Guarantee, it will not create a general waiver of that breach or any subsequent breach of that term, unless the Bank waives those rights in writing.
- 16.5 This Guarantee may only be amended in writing with the agreement of all parties or any person(s) entitled to represent them.
- 16.6 You confirm that you have:
- (a) not relied on any statements made, or information provided, by the Bank to induce you into providing this Guarantee; and
  - (b) made your own inquiries into the financial condition and creditworthiness of the Borrower before providing this Guarantee.
- 16.7 If any amount paid to the Bank in connection with this Guarantee or any related security (whether in respect of the Borrower's Obligations or your obligations under this Guarantee) is capable of being avoided, reduced or otherwise set aside, that amount will not be considered as having been irrevocably paid for the purposes of this Guarantee and your liability to the Bank in respect of that amount shall continue. If any release, discharge, or settlement is agreed to by the Bank in respect of this Guarantee or any related security and such avoidance or reduction occurs or the payment is set aside, that release, discharge, or settlement will be deemed not to have taken place, and this Guarantee and any related security will be deemed to have remained in place at all times without affecting the Bank's rights.
- 6.8 Where you have fulfilled your obligations under this Guarantee, the Bank may retain this Guarantee and any related security for any period of time that the Bank considers necessary, to ensure that all payments received whether under this Guarantee and any related security or otherwise to meet the Borrower's Obligations, cannot be revoked or set aside due to insolvency or for any other reason. The Bank will release this Guarantee and any related security when it is satisfied that your obligations under this Guarantee have been paid in full and that all amounts received under this Guarantee and any related security or otherwise to meet the Borrower's Obligations cannot be revoked or set aside.
- 16.9 Where the Guarantor includes more than one person, the liability of each person under this Guarantee shall be joint and several. This means the Bank can demand payment of the full amount due under this Guarantee from each person individually or together in any combination.
- 16.10 Where the Bank is required to carry out a currency conversion in connection with this Guarantee, including in any enforcement, on receipt of payments or where exercising a right of set-off or a combination of accounts, the Bank may apply its then prevailing exchange rate for the relevant currency in accordance with its normal banking procedures. You will remain liable for any shortfall on amounts due under this Guarantee arising from any such currency conversion.

16.11 Where any Guarantor fails to execute or validly execute this Guarantee, any co-guarantors who signed this Guarantee will remain liable under this Guarantee.

### 17. Governing Law and Jurisdiction

17.1 This Guarantee is governed by the laws of Ireland and the Courts of Ireland will have jurisdiction over any claims, disputes or proceedings in connection with this Guarantee. The Bank may make a claim or take proceedings in the Courts of any other country where you reside or have assets.

### 18. Service of Process

- 18.1 You must appoint an authorised agent for the service of proceedings when requested to do so by the Bank.
- 18.2 In the absence of any appointment under Clause 18.1, you appoint the Borrower as your agent for the service of proceedings in Ireland and service on the Borrower has the same effect as service on you. Service will be made to the address of the Borrower contained in this Guarantee or at the Borrower's address last known to the Bank.
- 18.3 The Bank may serve proceedings on you in any other way permitted by law.

# Mortgages

Guarantee & Indemnity - Individual

Please complete in **BLOCK CAPITALS**

## Details of the Guarantee:

Date of the Guarantee:   /   /

### Details of the Guarantor(s)

Name:

Name:

Address:

Address:

Email:

Email:

### Details of the Borrower(s)

Name:

Name:

Address:

Address:

Email:

Email:

Name:

Name:

Address:

Address:

Email:

Email:

## Guaranteed Obligations:

Guarantee Amount: € In Words  € In Figures

You are also liable to pay the interest, costs and other amounts set out in Clause 5.1(a) to (d) in addition to the Guarantee Amount.

If the Guarantee is to guarantee a mortgage, please include the mortgage account number here. Please note that the inclusion of the mortgage account number is for bank administrative purposes only. This does not limit the guarantee to the stated account number.

**IT IS IMPORTANT THAT YOU UNDERSTAND YOUR OBLIGATIONS UNDER THIS GUARANTEE. BEFORE YOU SIGN THIS GUARANTEE PLEASE READ IT CAREFULLY. WE STRONGLY RECOMMEND THAT YOU GET INDEPENDENT LEGAL ADVICE.**

### WHY IS THE GUARANTEE REQUIRED?

This Guarantee is required as security for the Borrower's Obligations to the Bank. The Bank will continue to provide Credit to the Borrower on its terms and conditions and including the condition that you provide this Guarantee.

### WHAT SIGNING THIS GUARANTEE MEANS FOR YOU AS GUARANTOR

You must pay all amounts that the Borrower owes to the Bank (**up to the Guarantee Amount together with any interest, costs and other amounts payable under Clause 5.1 (a)-(d) of this Guarantee**) where the Borrower fails to pay those amounts. The Borrower's Obligations to the Bank include all amounts owing now or in the future under any Credit provided to the Borrower.



## Mortgages

Guarantee & Indemnity - Individual

Please complete in **BLOCK CAPITALS**

Bank of Ireland 

**UNDER THE CREDIT REPORTING ACT 2013 LENDERS ARE REQUIRED TO PROVIDE PERSONAL AND CREDIT INFORMATION FOR CREDIT APPLICATIONS AND CREDIT AGREEMENTS OF €500 AND ABOVE TO THE CENTRAL CREDIT REGISTER. THIS INFORMATION WILL BE HELD ON THE CENTRAL CREDIT REGISTER AND MAY BE USED BY OTHER LENDERS WHEN MAKING DECISIONS ON YOUR CREDIT APPLICATIONS AND CREDIT AGREEMENTS.**

**In the future the personal and credit information to be provided to the Central Credit Register will include information relating to guarantors of credit agreements.**

When the Central Credit Register goes live in 2018, you will be entitled to:

- ▶ Get a copy of your credit record from the Central Bank (you can order one free copy per year).
- ▶ Correct any errors on your credit record.
- ▶ Tell the Central Bank if you suspect you may have been impersonated.
- ▶ Ask the Central Bank to add a short explanation written by you to your credit record.

To learn more about the register, and your rights and duties under the Credit Reporting Act 2013, please see [www.centralcreditregister.ie](http://www.centralcreditregister.ie)

**IN WITNESS WHEREOF** this Guarantee has been executed and delivered as a deed on the date of this Guarantee.

### Guarantor Acceptance

#### Guarantor 1.

#### Statement of Independent Legal Advice

#### PLEASE TICK THE RELEVANT BOX BELOW

I confirm that I have taken independent legal advice on this Guarantee  OR

I confirm that I have not taken independent legal advice on this Guarantee. I understand my obligations under this Guarantee and I am satisfied to sign it without such advice

#### Acceptance

#### By signing this Guarantee:

(a) I confirm that I have read and understand the terms of this Guarantee; and

(b) I agree to the terms of this Guarantee.

**SIGNED AND DELIVERED as a deed by the Guarantor in the presence of :**

Signature of Guarantor:

Date:

Signature of Witness:

Name of Witness:

Address of Witness:

Occupation of Witness:

#### Guarantor 2.

#### Statement of Independent Legal Advice

#### PLEASE TICK THE RELEVANT BOX BELOW

I confirm that I have taken independent legal advice on this Guarantee  OR

I confirm that I have not taken independent legal advice on this Guarantee. I understand my obligations under this Guarantee and I am satisfied to sign it without such advice

#### Acceptance

#### By signing this Guarantee:

(a) I confirm that I have read and understand the terms of this Guarantee; and

(b) I agree to the terms of this Guarantee.

**SIGNED AND DELIVERED as a deed by the Guarantor in the presence of :**

Signature of Guarantor:

Date:

Signature of Witness:

Name of Witness:

Address of Witness:

Occupation of Witness:

# Mortgages


## Guarantee & Indemnity - Individual

Please complete in **BLOCK CAPITALS**

### Borrower Acceptance


**Borrower** (By signing here, the Borrower requests the Guarantor sign this Guarantee)

*Where the borrower is an individual*

Sign here 


**Signed by the Borrower:**

*Where the borrower is an individual*

Sign here 


**Signed by the Borrower:**

*Where the borrower is an individual*

Sign here 

**Signed by the Borrower:**


*Where the borrower is an individual*


Sign here 

**Signed by the Borrower:**

### Bank Acceptance


*Signed for and on behalf of the Bank:*


Sign here  Facsimile signatures

Sign here  Facsimile signatures

**The Governor and Company of the Bank of Ireland**

*Signed for and on behalf of the Bank:*

Sign here  Facsimile signatures

Sign here  Facsimile signatures

**Bank of Ireland Mortgage Bank**

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