



## GUARANTOR AGREEMENT

This Agreement is made between the Guarantor and the Landlord.

Guarantor Full Name: \_\_\_\_\_

Guarantor Address : \_\_\_\_\_

\_\_\_\_\_

If less than 3 years at above address please provide details of previous address: \_\_\_\_\_

\_\_\_\_\_

Guarantor Email address : \_\_\_\_\_

Date of Birth: \_\_\_\_\_ National Insurance Number \_\_\_\_\_

Passport Number: \_\_\_\_\_ Driving Licence Number \_\_\_\_\_

Please enclose a copy of a recent utility bill.

Are you the owner of your property YES/NO

Landlord /Agent:

Landlord/Agent Address:

Tenant Full Name :

Property :

Proposed Tenancy Commencement Date :

1. The Landlord agrees to let the property to the Tenant(s). In consideration of this, the Guarantor agrees to act for the Tenant(s) should he/they fail, for any reason, to meet the financial commitments arising from the Tenancy Agreement entered into in respect of the Property.
2. This Guarantor Agreement refers to the current tenancy being undertaken and any extension or renewal of that tenancy. All references to the Landlord herein shall be deemed to include the Landlords Agent or any person authorised to act on the Landlord's behalf.
3. The Guarantor undertakes to pay to the landlord from the date of this agreement from time to time the Rent within 10 days of receipt of a written demand from the Landlord or his Agent addressed to the Guarantor if the Tenant following demand has not paid the amount being demanded when it was due under the Tenancy Agreement.
4. The Guarantor shall pay and make good to the Landlord on demand all reasonable losses and expenses of the Landlord incurred as a result of default by the Tenant in the performance or observance of the Tenant's covenants under the Tenancy Agreement. Any failure of the Landlord in demanding or collecting the Rent when it falls due, and any time to pay which may be given to the Tenant by the Landlord shall not release the Guarantor or in any way affect the liability of the Guarantor under this agreement. Should the Guarantor die

during the validity of this agreement, the Guarantor's estate will be liable as surety on co-principal debtor.

5. Where the Rent, or any portion of it, is paid by housing benefit or other benefit scheme, the Guarantor agrees to pay the Landlord or Agent for the amount of any claims arising from overpayment, which may be made by the local authority in relation to the specified Tenant(s). Such overpayments may occur at any time, either during the tenancy or within six years thereafter.
6. If the tenancy is for a fixed term, then this guarantee applies for the whole of the term and is not revocable during that term.
7. If the tenancy is a periodic by agreement or the operation of the law, then this guarantee may be terminated by written notice by the Guarantor subject to the Tenant vacating at the earliest legally permissible date required for possession. If the Tenant fails to vacate on this earliest date then the guarantee shall continue until the Tenant vacates.
8. It is agreed that there shall be no right to cancel this agreement once the tenancy has begun and the Consumer Protection (Distance Selling) Regulations 2000 shall not apply in this case.
9. By signing this Guarantor Agreement the Guarantor gives the landlord permission to carry out any necessary checks with credit reference agencies.

SIGNED by GUARANTOR \_\_\_\_\_

Date of Signature \_\_\_\_\_

SIGNED by WITNESS

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_ Post Code \_\_\_\_\_

Witness Signature \_\_\_\_\_

SIGNED by the Landlord/Agent \_\_\_\_\_

Landlord/Agent Signature \_\_\_\_\_

Date of Landlord/Agent Signature \_\_\_\_\_