

Guarantee Agreement

This deed of guarantee is made between:

A. .
(the "Guarantor")

B.
(the "Landlord")

Each a "Party" and together the "Parties".

1. In this Guarantee Agreement ("the Agreement"), "the **Tenancy Agreement**" means an agreement with the Tenant (whether or not the Tenant has signed the Tenancy Agreement or concluded it electronically) for a tenancy of student accommodation (including any extension of any tenancy), the key terms of which are set out below.

Tenant: Test

Landlord: or such other person or organisation as may become entitled to receive the Rent during the Tenancy Period

Room type and location: , or such other room as the Tenant moves to during the Tenancy Period

Rent: equivalent to per week

Tenancy due to start on:

Tenancy due to end on: at 10:00 AM

Other terms: The cancellation policy applicable to the Tenancy Agreement is found at: www.studentroost.co.uk/cancellation-policy.
The privacy policy applicable to the Tenancy Agreement is found at: www.studentroost.co.uk/privacy-policy.

- .1. Words in this Agreement which are written with an initial capital letter shall have the same meaning as is given to them in the Tenancy Agreement. All references to Landlord shall be deemed to include any person authorised to act on the Landlord's behalf ("Agent").
- .1. 1. In consideration of the Landlord agreeing to grant a tenancy to the Tenant the Guarantor (i) guarantees to the Landlord that s/he will pay the Rent and any Fees due under the Tenancy Agreement within 14 days of receiving the Landlord's written demand and (ii) agrees to act for the Tenant should they fail, for any reason, to meet the financial commitments arising from the Tenancy Agreement.
2. The Guarantor also guarantees to the Landlord that s/he will pay within 14 days of invoice, accompanied by evidence of the amount claimed, a sum equal to the Landlord's and the Landlord's Agent's losses, costs and expenses they have reasonably and necessarily incurred, as a result of any breach of the Tenant's obligations in the Tenancy Agreement.
3. The Guarantor agrees to indemnify the Landlord and the Landlord's Agent against all liabilities, costs, expenses, damages and losses suffered or incurred as a direct or indirect result of the Tenant's failure to comply with the Tenancy Agreement throughout the Tenancy Period. These include (but are not limited to) payment for cleaning, damage, redecoration, unpaid Rent, unpaid Fees, loss of profit, loss of reputation, interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses.
4. The Guarantor's obligations remain fully effective even if the Tenancy Agreement is disclaimed or the Landlord gives the Tenant extra time to comply with any obligation or does not insist on strict compliance with its terms.

5. After lawfully terminating the Tenant's rights, the Landlord may let the Accommodation to someone else, but if the Landlord is not able to achieve as high a rent, or as long a tenancy as the Tenant agreed to in the Tenancy Agreement, the Guarantor shall remain liable for the shortfall.
6. If the tenancy is for a fixed term, this Agreement applies for the whole of the term and is not revocable during that term.
7. If the tenancy is periodic or has become periodic by agreement or the operation of law, this Agreement may be terminated by the Guarantor's written notice, subject to the Tenant vacating at the earliest legally permissible date required for possession. If the Tenant fails to vacate on this earliest date, this Agreement 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. If during the Tenancy Period the Tenant transfers to other accommodation let by the Landlord the Guarantor's obligations shall also transfer to that other accommodation. The Guarantor's liability may be increased if that happens (for example, the Guarantor will be liable to pay the higher rent if the Tenant transfers to a more expensive accommodation).
10. The rights and remedies of the Landlord against the Guarantor in this Agreement do not affect the rights and remedies which the Landlord might have against the Tenant. If the Landlord recovers any sums from the Guarantor and subsequently recovers from the Tenant any sum in respect of the same liability then the sum recovered from the Tenant shall (up to the amount paid by the Guarantor) be re-paid to the Guarantor within 28 days.
11. The Guarantor hereby authorises the Landlord to use his/her personal data for all lawful purposes in connection with this Agreement (including debt recovery and crime prevention).
12. The Guarantor's obligations shall not be brought to an end by any early termination of the Tenancy Agreement.
13. The Guarantor agrees that, if s/he has paid the Tenant's Deposit, the Landlord and the Landlord's Agent shall be fully discharged from their liability to repay any Deposit at the end of the tenancy if the Deposit (or any balance of Deposit remaining after making any lawful deductions) is repaid to the Tenant.
14. The Guarantor warrants to the Landlord that the Guarantor is over the age of 18, in full time employment and either a homeowner or renting accommodation.
15. Nothing in this Agreement shall restrict or limit the Landlord's general obligation to take reasonable steps to minimise any loss it may suffer as a result of a breach of the Tenancy Agreement. However, the Landlord shall not be under any obligation to suffer any detriment itself in order to reduce the Guarantor's liability.
16. Should the Guarantor die during the term of this Agreement, the Guarantor's estate will be liable as surety and co-principal debtor.
17. This Agreement shall be governed by and construed in accordance with the laws of England and Wales and the Parties submit to the exclusive jurisdiction of the English courts.

[SIGNATURE PAGE FOLLOWS]

A. COMPLETE THE DETAILS BELOW, IN BLOCK CAPITALS:

Title: _____ First Name: _____ Surname: _____

Relationship to Tenant: _____

Current Address: _____

Postcode: _____

Are you a homeowner or renting accommodation: _____

Period at Current Address: Years: _____ Months: _____

Tel: _____ E-mail: _____

Occupation: _____

Please sign here: _____ Date of signing: _____

B. ASK AN INDEPENDENT ADULT TO WITNESS YOUR SIGNATURE BY SIGNING HERE (THE WITNESS MUST NOT BE RELATED TO THE GUARANTOR OR TENANT. FOR EXAMPLE, THE WITNESS CAN BE A FAMILY FRIEND)

Witness signature: _____ Date of signing: _____

Witness full name (print): _____

Witness address (print): _____

C. PLEASE EMAIL ALL PAGES OF THE SIGNED AGREEMENT TO STUDENT ROOST, TOGETHER WITH A COPY OF YOUR IDENTITY AND ADDRESS CONFIRMATION DOCUMENTS* TO:

Important Notice: This Guarantee Agreement creates a binding, legal contract. If you do not fully understand the nature of the Agreement, it is recommended that you take independent legal advice before signing. If you sign and return this Agreement you agree to pay all monies which the Tenant is liable to pay under the Tenancy Agreement if the Tenant does not pay it themselves. You will be liable to pay rent arrears and pay for damage, cleaning and other charges, even if the Tenant does not take possession, or if the Tenant leaves the Accommodation before the end of the Tenancy Period.

* The following confirmation documents must be submitted. **PLEASE DO NOT SEND ORIGINALS.**

a) A copy of proof of photographic identity such as:

- Passport or
- Driving Licence or
- National Identity Card

b) A copy of proof of address (less than 3 months old) such as:

- Utility Bill statement (i.e. Electricity, Water, Telephone) or
- Bank statement or
- Council tax bill for current year.

All documents must be in English. If original documents are not in English, please provide a copy of an official English translation of such documents.

Please note: if your accounts are managed online or you have opted for paperless billing, you can usually log into your account and print out a statement, which will have your address on.

Note: Who can be a guarantor?

An individual who is:

- *Aged over 18 and*
- *In full time employment and*
- *A homeowner or renting accommodation*

e.g. a parent, relative, corporate guarantor service, friend but not a student.