

Guarantors Agreement

WARNING: This is a legal binding contract which should be read carefully. If you do not understand it fully or you are in doubt about signing it, you are advised to seek your own legal advice/council before signing.

This Agreement must be completed in full, signed and returned with 2 proofs of identification. One must have a Photograph e.g. Passport or Photo card Driving Licence. The second must be proof of address e.g. a recent utility bill such as Gas/Electric/Council Tax demand etc. Photocopies are acceptable. Late or incomplete forms may result in the tenancy being delayed or refused or the tenants not being allowed to take up occupation of the property.

The "Guarantor" as detailed below will have to pay the "Tenants" share of the rent if the tenant fails to pay the amount agreed in the Tenancy Agreement for the period of time detailed in the Tenancy Agreement or if it's longer for the duration of time the property is occupied by the Tenant.

PLEASE COMPLETE THIS GUARANTEE IN CAPITAL LETTERS.

1. TENANT Details ("the Tenant"):

Title (Mr, Mrs, Ms, Miss): _____ Forename/s _____

Surname: _____.

Address of Property to be rented: ("the Property"): _____
Postcode: _____

Share of Rent (intervals per calendar monthly/quarterly) ("the rent"): £ _____

Agreement Dated: ____/____/201__ ("the Tenancy Agreement")

Tenancy Commencement Date: ____/____/201__.

2. LANDLORD Details ("the Landlord"):

Title (Mr, Mrs, Ms, Miss): _____ Forename/s _____

Surname: _____.

Current Address: _____
Postcode: _____

Correspondence Address (if different from above): _____
Postcode: _____

Contact Tel. Number _____ Mobile Number: _____

3. GUARANTOR'S Details ("the Guarantor"):

Title (Mr, Mrs, Ms, Miss): _____ Forename/s _____

Surname: _____.

Current Address: _____
Postcode: _____

How long have you resided at this address: _____ Relationship to Tenant _____

Contact Tel. Number: Day: _____ Evening: _____

Mobile Number: _____ E-Mail Address: _____

The information provided may be passed to a credit reference agency, a debt collection agency or solicitors in connection with the enforcement of the guarantee or the Terms of the Tenancy Agreement.

4. GUARANTOR’S OBLIGATION – To the Landlord:

Reference to the Landlord includes the Landlord’s successors and assigns.

- a) I guarantee that the Tenant will pay the Rent at the times and in the manner required by the Tenancy Agreement and that the tenant will perform and fulfil all the agreements on the part of the Tenant stipulated or implied in the Tenancy Agreement.
- b) In the event of default in the payment of the Rent or in the performance and fulfilment of such agreements I will pay reimburse and make good to the Landlord on demand the rent and all losses damages costs and expenses incurred or arising under the Tenancy Agreement. Any demand shall be valid if sent by post or left at my/our address as stipulated above or other such address as I/we may notify you in writing as to where any such demand should be sent providing a receipt for such notification of such alternative address is issued by me/us.
- c) The terms of this Guarantee shall apply to any increased rental and/or to any continuation or renewal or re-grant of the tenancy created by the Tenancy Agreement whether by operation of the law or resulting from an Agreement between the Landlord and the Tenant or any other person or otherwise as if this guarantee were incorporated in full in such continued extended renewed or re-granted tenancy (as the case may be). I, the Guarantor guarantee to the Landlord that the Tenant shall pay the share of the payable under such continued extended or re-granted Tenancy (as the case may be) and shall perform and observe all the agreements on the part of the Tenant stipulated in such agreement. If there is any rental increase and or renewal the Guarantor will be contacted by post with revised details.
- d) This guarantee cannot be revoked for the period the Tenant remains a tenant of the property and it cannot be revoked or discharged by my (Guarantor) bankruptcy or the bankruptcy of the tenant.
- e) This guarantee will continue in whole despite any variation or alteration in the terms or provisions of the Tenancy Agreement whether with or without my consent.
- f) This guarantee is a continuing guarantee and my (the Guarantor’s) liability under it shall not be affected under any circumstances and will continue for as long as the Tenant named above remains a tenant at any address managed by 1-2-1 Property Lets.
- g) This Agreement will continue in full force even though the Point that the Tenancy Agreement may be terminated by Agreement, Court Order, re-entry, forfeiture notice or otherwise. Nor will it be released by any arrangement made between the Landlord and the Tenant or any other person who is a party to the Tenancy Agreement whether with or without my consent or any forbearance indulgence or time given or failure on the Landlords part to enforce the terms of the Agreement. It will not be cancelled if the landlord gives time to pay.

I enclose the following evidence of my identity:-

- A. _____
- B. _____

In witness whereof the Guarantor has executed this instrument as a Deed

Guarantor’s Signature: _____ Dated: ____/____/201__

Signed and Delivered as a Deed by the Guarantor in the Presence of:

Signature of Witness: _____ Dated: ____/____/201__

Witness Name (please print): _____

Witness Address: _____
_____ Postcode: _____

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