Guarantor Agreement

WARNING This is a legal document which should be read carefully; if you are in doubt about signing it or do not understand it fully, you are advised to seek your own legal advice before signing.

This form must be completed in full and signed it must be returned with 2 proofs of identity. One must have a photograph e.g. Passport or photo card driving licence. The other must be proof of address e.g. a recent utility bill, Council Tax demand etc. Photo copies are acceptable. Any forms returned late or incomplete, may result in the tenancy being delayed or declined or the Tenants not being allowed to take up occupation of the property.

You "the Guarantor" will have to pay the rent as per the tenancy agreement should the Tenant fail to pay the amount agreed in the Tenancy Agreement for the period of time as set out in the Tenancy Agreement, or if it is longer for the period of time the property is occupied by the Tenant.

Please complete this Guarantee in Capital Letters.

1.0 Tenant ("the Tenant"):

Title (Mr. Mrs. Ms. Miss):

First Name:……………………………………….....................................

Surname ………………………………………………………………………….

Address of Property to be rented ("the Property"):
....

Post Code: …………………………..

Agreement Dated: …………/…………………/……… …. ("the Tenancy Agreement")

Tenancy Commencement Date: .…………/…………………/.......………

2.0 Landlord's Details ("the Landlord")

Title (Mr. Mrs. Ms. Miss): ……….. First Name: ……………………………………………………..

Surname: ………………………………………………………………………….

Current Address:
…………………………………………………………...

Post Code: ………………………….. Tel/Mobile: …………………………………..

3.0 **Guarantor's Details ("the Guarantor")**

Title (Mr. Mrs. Ms. Miss): ……….. First Name: ……………………………………………………..

Surname: ………………………………………………………………………….

Relationship to tenant: ……………………………………………………………………

Current Address: ……………………………………...

Post Code: ………………………….. Tel/Mobile: …………………………………..

Email: …………………………………………………………………………..

4.0 Guarantor's Obligation
To the Landlord
4.1 I hereby 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 observe all the agreements on the part of the Tenant contained or implied in the Tenancy Agreement.
4.2 In the event of default in the payment of the Rent or in the performance and observance of such agreements I will pay and make good to the Landlord on demand the Rent and all losses damages costs and expenses incurred or arising under the Tenancy Agreement in default of such performance.
4.3 The provisions of this Guarantee shall apply to any increased share of 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). The Guarantor hereby guarantees to the Landlord that the Tenant shall pay the share of the payable Rent 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 contained in such agreement. Should there be any increase in rental and or renewal the Guarantor will be contacted by post with revised details.
4.4 This Guarantee cannot be revoked so long as the Tenant remains a Tenant of the property nor shall it be revoked or discharged by my bankruptcy or bankruptcy of the Tenant.
4.5 This Agreement will continue in full force despite any variation or alteration in the terms or provisions of the Tenancy Agreement whether with or without my consent.
4.6 This Agreement will remain in full force even though 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 indulgence forbearance or time given or failure on the Landlord's part to enforce the terms of the Agreement. It will not be cancelled if the Landlord gives time to pay. Reference to the Landlord includes the Landlord's successors and assigns. I enclose the following proof(s) of my identity:

A: …………………………………………………………… **e.g. passport or photo card driving licence**

B: …………………………………………………………… **e.g. a recent utility bill, Council Tax demand**

Guarantor's Signature: …………………………...........

Guarantors Name:…………………………….............................

Dated: ………./…………./………….