

CONTRACTUAL GUARANTEE

This Guarantee is dated «TENANCY_START_DATE» (Start date of first tenancy granted)

BETWEEN:

«GUARANTOR_NAME»

"The Guarantor"

Of

«GUARANTOR_ADDRESS1»
«GUARANTOR_ADDRESS2»
«GUARANTOR_TOWN»
«GUARANTOR_COUNTY»
«GUARANTOR_POSTCODE»

AND

«LANDLORD1_NAME» «LANDLORD2_NAME»

"The Landlord/(s)"

Of

C/O: Sandersons UK, 78 Bank Street, Maidstone, Kent ME14 1SJ

(FOR MANAGED TENANCIES)

OR

«LANDLORD_ADDRESS»

(FOR NON_MANAGED TENANCIES)

It is agreed by the above parties that:-

IN CONSIDERATION OF the Landlord agreeing to the request of the Guarantor to grant a tenancy to "the Tenant" of the premises known as

«PROPERTY_ADDRESS»

"The Premises"

«TENANT1_AGREEMENT_NAME», «TENANT2_AGREEMENT_NAME», «TENANT3_AGREEMENT_NAME»,
«TENANT4_AGREEMENT_NAME», «TENANT5_AGREEMENT_NAME», «TENANT6_AGREEMENT_NAME»

"The Tenant"

"The Rent" is as defined in the Tenancy Agreement

1. The Guarantor hereby agrees to compensate fully and indemnify the Landlord for any loss, damage, costs or other expenses arising either directly or indirectly from any breach of the Tenant's obligations in any tenancy agreement, extension, continuation or subsequent tenancy agreement agreed between the Landlord and the Tenant relating to the premises.

Initials:

(Guarantor)

2. This guarantee is irrevocable without the express written consent of the Landlord or any person acting as agent for the Landlord and shall continue beyond the death of the Guarantor or bankruptcy and is not limited to any fixed term as may be described in any tenancy agreement as may be entered into between the Landlord and the Tenant. The guarantee will continue until such time as the Tenant offers surrender of the tenancy and that offer is formally accepted in writing by the Landlord or any person acting as agent for the Landlord.
3. In the event of any breach of the Tenant's obligations in any tenancy agreement, then upon written demand the Guarantor will pay the Landlord all losses, claims, liabilities, cost and expenses arising out of or in connection with the breach on a full indemnity basis.
4. By entering into this Guarantee as a Deed the Guarantor accepts joint and several liabilities with the Tenant. This means that each will be responsible for complying with the Tenant's obligations under this agreement both individually and collectively. The Landlord may elect to enforce these obligations and claim damages against the Tenant, the Guarantor or both of them under this clause. These obligations will not be discharged or waived by any act, neglect or leniency or granting of any extension of time by the Landlord in attempts to obtain payment or in enforcement of the Tenant's covenants.
5. By entering into this Guarantee as a Deed, the Guarantor waives their right under The Consumer Protection (Distance Selling) Regulations 2000 to a 'cooling off' period and there shall be no right to cancel the Guarantee under these Regulations once the Guarantee has been signed and/or the Tenancy Agreement has commenced.
6. I confirm that the information contained in this agreement is correct to the best of my knowledge The reference will be completed by HomeLet, part of the Barbon Insurance Group Limited and for the purposes of this application, Barbon is the Data Controller as defined in the Data Protection Act 1998 (the "Act").
7. In order to complete this application, HomeLet will consult with a number of sources to verify the information, including a licensed credit reference agency. As a result of the information received:
 - HomeLet may pass on any information supplied to the landlord and/or letting agent, including the results of any linked verification checks.
 - By consulting with a credit reference agency, HomeLet will share your information with them and the agency may record the results of this search. This search may show how you conduct payments with other organisations. From time to time, this information may also be used for debt tracing and fraud prevention. You may request the name and address of the Credit Reference agency HomeLet use and you may also apply for a copy of the information they provided to HomeLet.
 - If you default in respect of any covenants you have given as guarantor (including the payment of rent on behalf of the tenant when the tenant has failed to pay their rent), HomeLet may record this on a centrally held database of defaulting debtors, and such a default could affect any future application for tenancies, credit, and/or insurance.
 - HomeLet may use debt collection agencies or tracing agents to trace your whereabouts and recover any monies owed to HomeLet.
 - If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering.

Signed by Guarantor:

Name:

Date signed:

Signed for and on behalf of the
Landlord by Sandersons:

Date signed:

Do not sign this agreement if you do not wish to be bound by its terms. If you are in any doubt about the terms contained you should seek independent legal advice before signing this agreement.

Initials:

(Guarantor)