

IMPORTANT NOTICE

This guarantor agreement creates a binding legal contract. If you do not fully understand the nature of the agreement, then it is recommended that you take independent legal advice before signing.

GUARANTOR AGREEMENT

for student lettings

General Notes

- This agreement is for use with the letting of residential property and their associated tenancies. As such, this is a legal document and should not be used without adequate knowledge of the law of landlord and tenant.
- It is essential that a copy of the proposed tenancy agreement is sent to the Guarantor and that the Guarantor is given adequate opportunity to read both documents before signing.
- If the guarantor is not able to be present, in person, to secure the tenancy of the person you are providing a guarantor for it is recommended to sign this document within seven days of receiving this form.



THIS AGREEMENT is made BETWEEN the Guarantor and the Landlord.

Guarantor Name:

Guarantor address:

Landlord(s):

Landlord's Address: Graduation Properties, 31 Longbrook Street, Exeter, Devon, EX4 6AB.

Guaranteed Tenant's Name:

Property:

Proposed Tenancy Commencement Date:

1. The Landlord agrees to let the Property to the Guaranteed Tenant. In consideration of this, the Guarantor agrees to act for the Guaranteed Tenant. Should the Guaranteed Tenant 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 Landlord's 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 Guaranteed Tenant's Fair Share of the Rent within 7 days of receipt of a written demand from the Landlord or his Agent addressed to the Guarantor if the Guaranteed 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 a Fair Share of all reasonable losses and expenses of the Landlord incurred as a result of default by the Guaranteed 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 provided that the Landlord shall have advised the Guarantor as soon as possible of any material non-compliance with the obligations under the tenancy. Should the Guarantor die during the currency of this agreement, the Guarantor's estate will be liable as surety and co-principal debtor.
5. The tenancy is for a fixed term; this guarantee applies for the whole of the term and is not revocable during that term.
6. If the tenancy is periodic or has become periodic by agreement or the operation of law, then this guarantee may be terminated by written notice by the Guarantor subject to the Guaranteed Tenant

vacating at the earliest legally permissible date required for possession. If the Guaranteed Tenant fails to vacate on this earliest date then the guarantee shall continue until the Guaranteed Tenant vacates.

7. It is agreed that there shall be no right to cancel this agreement once the tenancy has begun, the Consumer Protection (Distance Selling) Regulations 2000 shall not apply in this case.

8. The Fair Share will be calculated on the assumption (whether true or not) that the Landlord has obtained Guarantees for all the Other Tenants, and that the other Guarantor's have paid their Fair Share of the Other Tenants Rent, losses and expenses (whether true or not).

SIGNED by GUARANTOR:

Example Signature

21/Sep/2024



SIGNED by the Landlord:

Example Signature

21/Sep/2024

Example Signature

21/Sep/2024