

GUARANTOR AGREEMENT

General Notes

- This agreement is for use with the letting of residential property and their associated contracts. As such, this is a legal document and should not be used without adequate knowledge of the law of landlord and tenant.
- PLEASE RETURN THIS AGREEMENT WITHIN 14 DAYS TO**
Let Right Properties LTD, 20 Park Street,
Treforest, Pontypridd, CF371SN

CONTRACT HOLDER DETAILS

Contract Holder Name: _____)

Address Of Property Taken: _____)

Contract Holder Telephone Number: _____)

Occupation Contract Start Date: _____)

GUARANTOR DETAILS

Guarantor Name:

Guarantor Address:

Post Code

Guarantor Date of Birth:

Guarantor Telephone Number:

Nature of relationship to Contract Holder:

- The Landlord agrees to let the Property to the contract holder(s). In consideration of this, the Guarantor agrees to act for the Contract holder(s) should he/they fail, for any reason, to meet the financial commitments arising from the Occupation Contract entered into in respect of the Property.
- This Guarantor Agreement refers to the current Occupation Contract being undertaken and any extension or renewal of that Occupation Contract. 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.
- The Guarantor undertakes to pay to the Landlord from the date of this Agreement & from time to time the Rent within 10 days of receipt of a written demand from the Landlord or his Agent addressed to the Guarantor if the Contract holder following demand has not paid the amount being demanded when it was due under the Occupation Contract.
- The Guarantor shall pay and make good to the Landlord on demand all reasonable losses and expenses of the Landlord incurred as a result of default by the Contract holder in the performance or observance of the Contract holder's covenants under the Occupation Contract. 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 Contract holder by the Landlord shall not release the Guarantor or in any way affect the liability of the Guarantor under this agreement. Should the Guarantor die during the Occupation Contract of this agreement, the Guarantor's estate will be liable as surety and co-principal debtor.
- The Guarantor's liability for unpaid rent under the terms of the occupation contract/tenancy agreement shall be limited to an amount not exceeding the total rent due under the terms of the occupation contract/tenancy agreement, divided by the number of contract-holders/tenants
- Where the Rent, or any portion of it, is paid by housing benefit or other benefit scheme, the Guarantor agrees to pay the Landlord or Agent for the amount of any claims arising from overpayment, which may be made by the local authority in relation to the specified Contract holder(s). Such overpayments may occur at any time, either during the Occupation Contract or within six years thereafter.
- If the Occupation Contract is for a fixed term, then this guarantee applies for the whole of the term and is not revocable during that term.
- If the Occupation Contract 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 Contract holder vacating at the earliest legally permissible date required for possession. If the Contract holder fails to vacate on this earliest date then the guarantee shall continue until the Contract holder vacates.
- It is agreed that there shall be no right to cancel this Agreement once the Occupation Contract has begun and The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 shall not apply in this case
- Let Right Properties requires the information provided by the guarantor as a legitimate interest to the Landlord/Let Right in protecting themselves against loss to the Property. Additionally, in order for the Contract holder(s) to enter into a Occupation Contract, the Guarantor may require a credit check, in which case the information is contractually required. For further information on how Let Right stores and processes personal information, as well as consumer rights, please refer to our Privacy Policy at <https://let-right.co.uk/wp-content/uploads/Privacy-Notice-for-Contract-holders-Residents-and-Guarantors.pdf>

CONSENT SECTION

Signed by Guarantor:

Print Name:

Date:

☐ ****Please include proof of address in the form of a utility bill dated within the last three months****

WITNESS SECTION

Witnessed By:

Print Name:

Date:

Address:

Reminder - The witness to the agreement must not be related to the Guarantor or Contract holder (s) by either birth or marriage