**IMPORTANT NOTICE**

This Guarantor Agreement creates a binding, legal contract. If you do not fully understand the nature

of the agreement, it is recommended that you take independent legal advice before signing.

**GUARANTOR AGREEMENT**

**For residential lettings**

General Notes

**This is a contract by which the Landlord agrees to grant a tenancy in consideration of the Guarantor’s agreement to act as surety for that tenancy agreement.**

* 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. Practitioners are advised to read the guidance notes that accompany this agreement.
* It is essential that a copy of the proposed tenancy agreement is attached to the Guarantor Agreement 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 sign the guarantee it is recommended that the guarantee is signed at least seven days before the tenancy is due to start.
* This agreement has been drawn up after consideration of the Office of Fair Trading’s guidance on Unfair Terms in Tenancy Agreements.

**Kingstons Residential Guidance Notes**

* The Guarantor must be a resident of the UK, a UK property owner and over 25 years old.
* The witness to the agreement must not be related to the Guarantor or Tenant(s) by either birth or marriage, in the case of joint tenancies, the witness cannot be another member of that tenancy agreement.
* The Guarantor must provide proof of address in the form of a utility bill and a proof of signature when submitting this agreement. The proof of address must be dated within the last three months.
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* When submitting this agreement, it must have the original ink signature of both the Guarantor and their witness.

THIS AGREEMENT is made BETWEEN the Guarantor and the Landlord.

**Guarantor:**

**Address:**

**Telephone:**

**Email:**

**Landlord(s):**

**C/o Kingstons City Properties Ltd**

**91 Wyeverne Rd**

**Cathays**

**Cardiff**

**CF24 4BG**

**Tenant:**

**Address of Property:**

The dwelling house known as

1. The Landlord agrees to let the Property to the Tenant(s). In consideration of this, the Guarantor agrees to act for the Tenant(s) should he/they 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. From the date of this agreement, the Guarantor undertakes to pay the Rent to the Landlord within 10 days of receipt of a written demand from the Landlord or his Agent addressed to the Guarantor, if the Tenant has not paid the amount being demanded when it was due under the Tenancy Agreement.
4. On demand, The Guarantor shall pay and make good to the Landlord all reasonable losses and expenses of the Landlord incurred as a result of default by the 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. Should the Guarantor die during the currency of this agreement, the Guarantor’s estate will be liable as surety and co-principal debtor.
5. Where the Rent, or any portion of it, is paid by Local Housing Allowance or any other benefit scheme, the Guarantor agrees to pay the Landlord the amount of any claims arising from overpayment, which may be made by the local authority in relation to the specified Tenant(s). Such overpayments may occur at any time, either during the tenancy or within six years thereafter.
6. If the tenancy is for a fixed term, this agreement applies for the whole of the term and is not revocable during that term.
7. If the tenancy is periodic or has become periodic by agreement or the operation of law, this agreement may be terminated by the Guarantor's written notice, subject to the Tenant(s) vacating at the earliest legally permissible date required for possession. If the Tenant(s) fails to vacate on this earliest date, the agreement shall continue until the Tenant(s) vacates.
8. It is agreed that there shall be no right to cancel this Agreement once the tenancy has begun and the
9. Consumer Protection (Distance Selling) Regulations 2000 shall not apply in this case.
10. The Guarantor guarantees to the Landlord that the Tenant will comply with all their obligations under this Tenancy Agreement and agrees to compensate the Landlord in full on demand for all liability resulting from any failure by the Tenant to comply with any of those obligations.
11. The Guarantor’s obligations remain fully effective even if this Tenancy Agreement is disclaimed or the Landlord gives the Tenant extra time to comply with any obligation or does not insist on strict compliance with its terms.

**SIGNED by GUARANTOR:**

DATE:

**SIGNED by WITNESS:**

Witness Name:

Witness Address:

Witness Telephone:

Witness Email:

**SIGNED by the Landlord:**

DATE  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Document 2**

**Guarantor Advisory Notes**

***What is a Guarantor?***

A guarantor is someone who agrees to pay or perform another person's debt or duty should that person fail to do so.

The guarantor is responsible if the tenant fails to pay rent or causes any damages to the property. He can also be held responsible for the entire lease term if tenant does not live up to his agreement.

If you sign the guarantor application form you are applying to be the guarantor of the tenant(s) named in the tenancy agreement. This means that if they fail to pay the rent or any other money they owe to the landlord or to us under the terms of the tenancy agreement the landlord will be able to ask you to pay it on their behalf, and if you do not do so the landlord will be able to ask a court to order you to do so.

You should not complete and sign this application if you are not willing to do this.

***What a Guarantor must submit with the tenancy agreement?***

Please ensure that proof of Guarantor Address is provided to The Agency when returning this form in the form of a copy of a driving licence or recent utility bill.The Guarantor must be a resident of the UK and a property owner.

**Proof of identity**

This should be one of the following:

* passport
* photographic ID card

**Proof of residency**

This should be one of the following:

* Signed driving licence showing your current address (providing you have not used this to prove your identity).
* A recent (no older than 3 months) gas, electric, water, or bank statement (a mobile/telephone/broadband bill is **NOT** sufficient).
* A council tax bill showing your name and current address.
* A letter from the Personnel/Human Resources department of your employer confirming the address; this must be signed and dated by the payroll department or a Finance Director and contain the printed name and position of the signatory.

***Can a Guarantor withdraw once the lease is signed?***

No, the guarantor cannot withdraw once the lease is signed.