

GUARANTOR AGREEMENT

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.

This agreement is made between the Guarantor and the Landlord

Property agreement relates to:.....

Tenant Name:.....

Landlord (s): c/o EVE BROWN LTD
Address: 12A HOPE STREET
ST ANDREWS
FIFE
KY16 8PL
Phone no.:01334 478800
Email: post@evebrown.co.uk

Guarantor(print name):.....
Address:.....
.....
.....
Phone no.:.....
Email:.....

1. The Landlord has agreed to let the Property to the Tenant(s). In consideration of this, the Guarantor has agreed 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 on20.... 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 guarantees and 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 Tenant following demand has not paid the amount being demanded of the Guarantor when it was due under the Tenancy Agreement.
4. The Guarantor shall pay and make good to the Landlord on demand all reasonable losses, damages, cost and expenses of the Landlord arising from or incurred as a result of any default by the Tenant in the performance or observance of the Tenant’s covenants under the Tenancy Agreement. Any neglect or forbearance of the Landlord in endeavouring to obtain payment of the Rent when it falls due and at any time which may be given to the Tenant by the landlord shall not release or exonerate the Guarantor or in any way affect the liability of 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 housing benefit or other benefit scheme, the Guarantor agrees to indemnify the Landlord or Agent against any claims arising from overpayment which may be made by the local authority in relation to the specified Tenants(s), and to pay such claims on demand. Such overpayments may occur at any time, either during the currency of the tenancy or within six years thereafter.
6. It is agreed that there shall be no ‘cooling-off’ period or right to cancel this agreement, and that the provisions of the Consumer Protection (Distance Selling) Regulations 2000 shall not apply.

Signed by guarantor

Print name:.....
Signature:.....
Date:.....

Witness:

Print name:.....
Signature:.....
Date:.....
Address:.....

Signed by the Landlord/Agent

Signature:.....
Date:.....

Phone no.:.....
Email:.....

SIGNATURE PROOF OF GUARANTOR I.E. DRIVING LICENCE OR PASSPORT

Please enclose the photocopy of your driver’s licence or passport or other official identification which clearly shows your signature. This is to help to identify the guarantor.