

2023-24 Guarantor Agreement

In this guarantee agreement, words or phrases with an initial capital letter have the meaning given to them in the Standard Terms and Conditions of Residence 2023/24 which can be downloaded from Host's website www.host-students.com.

Unless the Applicant is over the age of 18 and pays their Rent for the Tenancy Period in full during the Booking Process the Applicant must provide a completed guarantee agreement in this standard form and submit it to Host in order to complete the Booking Process.

The Guarantor must be either:

- An organisation in the business of providing guarantees for tenants

and approved by Host (such as Housing Hand); or

- An individual resident in the United Kingdom who is in full-time employment, self-employed or receiving a private pension (individuals in receipt only of state pensions and/or benefits are not accepted as Guarantors).

If the Guarantor is an organisation

The Applicant is responsible for contacting the Guarantor and arranging the guarantee. The Guarantor will charge a fee, which is payable by the Applicant direct to the Guarantor.

The Guarantor must be Housing Hand if the Applicant wishes to make payments by monthly instalments. Housing Hand can be used for other instalment options too. Contact Housing Hand on +44(0)207 205 2625.



Once the guarantee has been arranged with the Guarantor organisation, the Applicant should insert the name of the organisation, and the Applicant's guarantee certificate number here. The Applicant does not need to complete the rest of this form. Just send it back to Host.

Name of Guarantor Organisation:
(the "Guarantor")

Certificate Number:

If the Guarantor is an individual

The Guarantor should read this agreement in full. When ready to proceed, the Guarantor should complete sections 1 and 10 of this form IN BLOCK CAPITALS and sign at section 11 in the presence of a witness, who should also sign and print their name and address where indicated. The witness must be aged over 18 and must not be a member of the Guarantor's family or living at the same address as the Guarantor.

The Guarantor will need to send Host true copies of proof of residence and proof of income with this signed agreement – see section 10.

WARNING: Host's policy is to report to the police any suspected forgery of a signature or document in connection with this agreement.

1. Guarantor's contact details and main terms of the Tenancy Agreement

(To be completed by the Guarantor)

Full Name of Guarantor				
Guarantor's Home Address				
			Postcode	
Telephone	Land		Mobile	
Relationship to Applicant				
Full Name of Applicant/Tenant				
Building				
Room Type				
Tenancy Period			Weeks	
Rent	£		Per week	

- 2 DEFINITIONS**
- 2.1 In this deed of agreement:
Applicant and Guarantor refer to the people named in the clause 1 of this agreement.
Building, Rent, Room Type and Tenancy Period refer to the choices selected by the Applicant during the Booking Process.
Host means the Landlord's Agent, who manages the Booking Process.
Landlord means the person or organisation who owns the Building and who is proposing to enter into a Tenancy Agreement with the Applicant.
Tenancy Agreement means an agreement between the Landlord and the Applicant for a tenancy of accommodation matching the Room Type in the Building at the Rent for the Tenancy Period.
- 2.2 Other words or phrases used in this agreement with an initial capital letter have the meaning given to them in the Standard Terms and Conditions of Residence 2023/24.
- 3 BACKGROUND**
- 3.1 The Applicant has applied through Host for a Tenancy Agreement.
3.2 The Applicant's obligations as Tenant in the Tenancy Agreement must be guaranteed as set out in this agreement, unless the Applicant is over the age of 18 and has paid their Rent for the Tenancy Period in full during the Booking Process.
- 4 GUARANTOR'S DECLARATION**
- 4.1 By signing this agreement the Guarantor acknowledges that the Guarantor has had the opportunity to read the Standard Terms and Conditions of Residence 2023/24 and is aware that the said terms and conditions will form part of the Tenancy Agreement. The remaining terms of the Tenancy Agreement are determined according to the selections made by the Applicant during the Booking Process, and are summarised in the table at clause 1 of this agreement.
4.2 The Guarantor confirms to the best of the Guarantor's knowledge and belief that the information the Guarantor has provided in and with this agreement is true, accurate and complete and is not misleading.
4.3 The Guarantor is aware that this agreement is intended to be legally binding and has had the opportunity to take independent legal advice before signing.
- 5 GUARANTEE AND INDEMNITY**
- 5.1 The Guarantor guarantees to the Landlord that:
5.1.1 the Applicant shall pay the Rent reserved by the Tenancy Agreement and that throughout the Tenancy Period the Applicant shall observe and perform the Tenant's other obligations in the Tenancy Agreement; and
5.1.2 if the Applicant fails to pay any Rent the Guarantor will pay it to the Landlord within 14 days of demand; and
5.1.3 if the Applicant fails to observe and perform the Tenant's other obligations in the Tenancy Agreement, the Guarantor shall within 14 days of demand pay to the Landlord any default charges and/or Damages that the Tenant is liable to pay as a result of such failure.
5.2 As a separate and independent primary obligation, the Guarantor covenants with (promises) the Landlord to indemnify (safeguard) the Landlord against and compensate the Landlord for any failure by the Applicant to pay Rent or observe or perform any of the Tenant's obligations in the Tenancy Agreement.
- 6 GUARANTOR'S LIABILITY**
- 6.1 The Guarantor's liability under clauses 5.1 and 5.2 begins when the Applicant completes the Booking Process and continues until all the Tenant's obligations and liabilities in the Tenancy Agreement have been performed or discharged.
6.2 The Guarantor's liability includes the Applicant's obligations relating to the Room selected by the Applicant during the Booking Process and to any substituted accommodation provided by the Landlord to the Tenant in accordance with the Standard Terms and Conditions of Residence 2023/24.
6.3 If the Applicant does not vacate the Room at the end of the Tenancy Period, the Guarantor will be liable for the performance of the Tenant's obligations and the discharge of the Tenant's liabilities arising out of or in connection with the Tenancy Agreement from the end of the Tenancy Period until the date the Applicant vacates the Room or, if later, until expiry of a valid notice to quit served by the Applicant.
6.4 The Guarantor's liability will not be affected by:
6.4.1 any concessions which the Landlord makes to the Tenant, such as allowing extra time to pay;
6.4.2 any delay by the Landlord in asking the Tenant or the Guarantor to pay, or in enforcing the Tenant's or the Guarantor's obligations;
- 6.4.3 the Landlord's refusal to accept Rent or any other payment from the Tenant in circumstances where the Landlord believes that accepting payment would prevent the Landlord from exercising any rights that it would otherwise have;
6.4.4 the Landlord making any claim or taking any action against the Tenant relating to the Tenant's failure to pay Rent or observe and perform the Tenant's obligations in the Tenancy Agreement.
6.5 The Guarantor must pay any money that s/he is liable to pay under this agreement without making any deductions or set-off or counter-claim against the Landlord or the Applicant. (This means that even if the Guarantor believes that the Landlord owes the Applicant money, or the Applicant owes the Guarantor money, the Guarantor must pay the amounts due under this agreement in full, and make a separate claim for any re-payments that the Guarantor believes s/he or the Tenant is entitled to).
6.6 If the Applicant is made bankrupt and the Tenancy Agreement is disclaimed by the trustee in bankruptcy, the Guarantor will (in addition to any amounts payable under clause 5) pay to the Landlord within 14 days of demand an amount equal to the Rent that would have been payable under the Tenancy Agreement for the period beginning with the date of disclaimer and ending on:
6.6.1 the last day of the Tenancy Period or, if sooner
6.6.2 the date the Room is re-let.
- 7 LANDLORD'S OBLIGATIONS**
- 7.1 If the Landlord requires the Guarantor to make a payment under this guarantee agreement, the Landlord will request the payment in writing and explain what the payment is for.
7.2 By making a request for payment, the Landlord certifies to the Guarantor that the payment is lawfully due under the Tenancy Agreement (or under clause 6.6 of this agreement) and that the Landlord has not received a corresponding payment from the Applicant.
7.3 If the Landlord subsequently receives from the Applicant a payment which duplicates a payment already made by the Guarantor, the Landlord will use reasonable endeavours to reimburse the Guarantor within 14 days of the Landlord becoming aware of the duplication (subject to any claim for Damages in respect of the Applicant's failure to pay when due).
7.4 The Landlord will use reasonable endeavours to contact the Guarantor promptly if a breach of the Tenancy Agreement is likely to give rise to a demand for payment under this guarantee agreement (but delay in making contact will not reduce or remove the Guarantor's liability).
- 8 NOTICES**
- 8.1 Any notices to be served on the Guarantor in connection with this agreement shall be validly served if posted or delivered in person to the Guarantor's home address as given in this agreement or to such other address as the Guarantor may subsequently notify in writing to the Landlord or Host.
8.2 Any notices to be served on the Landlord in connection with this agreement shall be validly served if addressed to Host, marked for the attention of the Property Manager, and posted by recorded delivery or delivered in person to the Building or to such other address as the Landlord or Host may subsequently notify in writing to the Guarantor.
8.3 Clauses 8.1 and 8.2 do not rule out any other methods of service if it is shown that the notice was actually received by the intended recipient.
8.4 A notice is deemed to be served on the day of delivery if delivered in person on a working day before 4.00 pm, or on the next working day after delivery if delivered at another time.
8.5 A notice is deemed to be served on the second working day after posting if sent by recorded delivery.
- 9 LANDLORD'S DISCRETION**
- If, after making reasonable enquiry, the Landlord is not satisfied that the Guarantor will be able to meet the Guarantor's obligations in this agreement, or if the Guarantor has failed to provide satisfactory further information as required in clause 10 of this agreement, the Landlord may refuse to enter into the Tenancy Agreement.
- 10 FURTHER INFORMATION AND DATA PROTECTION**
- 10.1 The Landlord and the Agent may use the Guarantor's personal data for the purposes of the Landlord's and the Agent's legitimate interests, namely to protect the Landlord and the Agent against financial loss arising out of a breach by the Applicant of the Tenant's obligations in the Tenancy Agreement.
10.2 The Guarantor hereby gives the Landlord and the Agent consent to contact the Guarantor's employer, accountant, or bank, and to make all other reasonable enquiries into the Guarantor's ability to meet the Guarantor's obligations in this agreement.

Guarantor's Proof of Residence

10.3 The Guarantor must send to Host with this agreement a true copy of at least **two** of the following documents (Guarantor - please tick as applicable). The originals of passports or driving licences need to be current and the originals of utility bills and bank statements must be dated within **three months** of the date the Guarantor signs this agreement:

Utility Bill	<input type="checkbox"/>	Bank Statement	<input type="checkbox"/>	UK Driving Licence	<input type="checkbox"/>	Passport	<input type="checkbox"/>
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10.4 If the Guarantor has lived at the address on page 1 for less than 3 years, the Guarantor must provide all previous addresses during the last 3 years and attach details to this agreement.

Guarantor's proof of income

(Guarantor to complete as applicable)

10.5 If the Guarantor is employed full-time in paid work (if not, proceed to 10.7)
By providing these details you consent to us contacting your employer for verification of your employment.

Employer Name					
Employer Current Address					
	Postcode				
Telephone			Mobile		
HR/Personnel Contact Name					

Proof of Employment

10.6 The Guarantor must send to Host with this agreement at least **one** proof of employment (please tick as applicable)

Payslip	<input type="checkbox"/>	Signed Letter from Employer	<input type="checkbox"/>
(dated within the last three months)		(on employer headed notepaper confirming you have full-time work)	

10.7 If the Guarantor is self-employed (if not, proceed to 10.9)

Company/Business Name					
Address					
	Postcode				
Telephone			Mobile		
Email Address					

10.8 The Guarantor must send to Host with this agreement at least **one** proof of income (please tick as applicable)

End of Year Accounts	<input type="checkbox"/>	Signed Letter from Accountant	<input type="checkbox"/>
(for the last financial year)		(Signed letter from accountant on headed paper confirming the Guarantor is self-employed and the accountant is not aware of any reason why the Guarantor should not be able to meet his/her liabilities in this agreement)	

10.9 If the Guarantor is retired or semi-retired:
The Guarantor must send to Host with this agreement at least **one** proof of income (please tick as applicable)

Bank Statement	<input type="checkbox"/>	Signed Letter from Pension Fund	<input type="checkbox"/>
(not more than 3 months old, with monthly pension highlighted)		(Signed letter from pension fund on headed paper confirming the Guarantor receives a private pension and the monthly amount paid to the Guarantor)	

11 Signatures

WARNINGS

Forgery is a criminal offence. Host reports suspected forgeries to the police. Before the Guarantor signs this agreement, the Guarantor should make sure that they have read and agree to comply with the Guarantor's obligations in it. To avoid the student's accommodation application being delayed or rejected, the Guarantor should check that they have correctly completed sections 1 and 10 and attached their supporting documentation to this agreement. The guarantee and indemnity covers all Payments that the Applicant may become liable to pay under the Terms and Conditions of Residency.

Further details are given in the Standard Terms and Conditions of Residence 2023/24, which the Applicant can download from Host's website: www.host-students.com.

It is advisable for the Guarantor to copy this agreement before returning the original to Host.

BY SIGNING THIS AGREEMENT AND RETURNING IT TO HOST, THE GUARANTOR AGREES TO BE LEGALLY BOUND BY ITS TERMS

To be completed by Guarantor

(in the presence of the independent witness)

Signed as a Deed by the Guarantor

Guarantor's Name in BLOCK CAPITALS

Date of Guarantor's Signature

To be completed by the Independent Witness

(who must be aged over 18 and must not be a member of the Guarantor's family or living at the same address as the Guarantor.)

I witnessed the above-named Guarantor sign this document

Witness's Signature

Witness's Name in BLOCK CAPITALS

Witness's Address

Postcode