

**Guarantor Name**

Dear **Guarantor Name**

**RE: Property Address**

It has been agreed, that upon successful referencing and application, you will be acting as guarantor for **Tenant** and their upcoming student tenancy.

Please find below your Agreement of Guarantee in relation to the tenant and property as named above.

The purpose of the guarantor is to provide the Landlord with the guarantee that, if the tenant fails to comply with the clauses listed within the tenancy agreement, the guarantor will thus ensure that the tenant's obligations are fulfilled.

If you have any questions or would like to clarify any aspects with regards to the attached agreement, please do not hesitate to ask.

Kind Regards,

Lettings Manager - Varsity Canterbury

**IMPORTANT INFORMATION FOR INTENDED GUARANTOR: By signing this document you agree to underwrite the rental and other liabilities of the individual Tenant under his/her Tenancy Agreement which means that if the individual tenant defaults, you will have to fulfil their responsibilities instead, which would include, but not limited to, paying outstanding rent and paying to rectify any damage caused to the property. You should carefully consider taking legal advice before signing this document.**

Please ensure that you have read the Tenancy Agreement that this document refers to, before signing this Agreement of Guarantee.

This Agreement of Guarantee is between;

**Landlord** ("the Landlord") c/o of 39 Palace Street, Canterbury, Kent CT1 2DZ

and

**Guarantor** ("the Guarantor") of Address

In relation to the property at *Tenancy Address*

**It is agreed between the parties as follows:**

1. The Guarantor agrees to guarantee **Tenant** ("the individual Tenant") as the Tenant of the Property upon the terms and conditions of the tenancy agreement ("the Tenancy Agreement")
2. The Guarantor will use reasonable endeavours to ensure the compliance of the individual Tenant with the terms and obligations of the Tenancy Agreement.
3. The Guarantor agrees to pay the Landlord for any reasonable loss, damage, costs or other expenses including any Rent arrears arising in connection with the property either directly or indirectly out of any breach of the Tenancy Agreement by the individual Tenant.
4. The Guarantee created by this Agreement will be not only for the initial Term of the Tenancy Agreement but will continue to apply to any renewal, extension or continuation of the Tenancy whether as a fixed term or a periodic Tenancy.
5. The Guarantor's liability under this Guarantee and the Tenancy Agreement will be joint and several with the individual Tenant which means that each will be responsible for complying with the Tenant's obligations under the Tenancy Agreement both as individuals and together until all Rent arrears, reasonable losses, expenses and costs are paid in full. The Landlord may seek to enforce the obligations of the Tenancy Agreement and claim damages against the Tenant, the Guarantor, or both of them under the Tenancy Agreement and the Guarantee.
6. The obligations of the Guarantor will not be cleared or affected by any act, neglect, leniency, waiver or giving of time by the Landlord to the individual Tenant, the Guarantor or any other party in trying to obtain payment for or in the enforcement of the Tenant's covenants in the Tenancy Agreement.
7. The Guarantor will not be released from the liabilities arising under the Tenancy Agreement and the Guarantee by any reasonable variation or amendment of the Tenancy Agreement relating to the Rent, the parties to the Agreement or any other term of the Tenancy Agreement provided that the Guarantor is notified of the proposed variation in writing prior to it being carried out.
8. The Guarantee is binding, cannot be revoked and shall continue beyond the Guarantor's death or bankruptcy throughout the period that the Property is occupied by the individual Tenant or any assignee, subtenant or licensee of the individual Tenant.
9. If the individual Tenant defaults at any time whether in the initial Term or any extension or continuation of it or the individual Tenant is declared bankrupt and the individual Tenant's trustee in bankruptcy elects to disclaim the Tenancy Agreement then on written demand the Guarantor will pay cover and compensate the Landlord for all reasonable losses, claims, liabilities, costs, legal fees and expenses arising out of or due to that default or disclaimer or incurred by the Landlord due to the default or disclaimer.
10. The Guarantor will remain liable for any part of the Property and the obligations associated with it including any liabilities arising up to and including any date of surrender if the individual Tenant surrenders any part of the Property with the consent of the Landlord and confirmed by the signed and countersigned Deed of Surrender document.
11. The Guarantor will be liable to pay any reasonable costs, fees and expenses of the Landlord in enforcing this Guarantee and the obligations of the Tenancy Agreement whether or not court proceedings are taken.
12. The Guarantee will not be invalidated if the individual Tenant(s) forms more than one person and one or more of the persons forming the Tenant to whom the Tenancy is granted abandons the Property or surrenders their interest in the Tenancy provided that at least one of the persons forming the Tenant or their assignees, subtenants or licensees remains in possession of the Property.

**Signed as a Agreement and delivered by:**

***Guarantor***

Signature of Guarantor:

**Signed as a Agreement and delivered by:**

***Landlord***

39 Palace Street, Canterbury, Kent CT1 2DZ

Signed on behalf of the  
Landlord by **Varsity  
Portfolio Management  
LTD.**

Example Document  
Not Copy