



## GUARANTEE AGREEMENT

This guarantee is made between:

**(1)** [ Full Name & Address ]  
(the “**Guarantor**”)

**(2)** Derwent Facilities Management Limited (company number 07264667) (Trading as Derwent Students) of No.1 Centro Place, Pride Park, Derby, DE24 8RF (the “**Agent**”)

**(3)** Derwent Housing Association Limited (trading as Derwent Living), of No.1 Centro Place, Pride Park, Derby, DE24 8RF (the “**Landlord**”)

1 In this Guarantee Agreement “the Tenancy Agreement” means an agreement for a tenancy of student accommodation, the key terms of which are set out below. Words in this agreement which are written with an initial capital letter shall have the same meaning as is given to them in the Tenancy Agreement.

Tenant: [ ]

Landlord: Derwent Housing Association Limited (trading as Derwent Living) or such other person or organisation as may become entitled to receive the Rent during the Tenancy Period

Room type and location: [Room number and address]  
or such other room as the Tenant moves to during the Tenancy Period

Tenancy due to start on: [Tenancy Start Date]

Tenancy due to end on: [Tenancy End Date]

Rent for the tenancy period: £ [ ] (equivalent to £ [ ] per week inclusive of gas, electricity and water.

Other terms: the standard terms and conditions applicable to the tenancy are on our booking pages together with details of the Termination Policy that applies to the Tenancy Agreement.

- 2 In return for the Landlord agreeing to grant a tenancy to the Tenant the Guarantor guarantees to the Landlord that s/he will pay the Rent and any Fees due under the Tenancy Agreement within 14 days of receiving the Landlord's invoice accompanied by a letter from the Landlord confirming that either:
  - 2.1 the Tenant has not paid the Rent and/or Fees due under the Tenancy Agreement; or
  - 2.2 the Tenant's rights under the Tenancy Agreement have been lawfully terminated; but
    - 2.2.1 Payment of the amount being demanded would have been due if the Tenancy Agreement had not been terminated; and
    - 2.2.2 There is no-one else who has paid, or who (apart from the Tenant) is liable to pay, the amount being demanded from the Guarantor.
- 3 The Guarantor also guarantees to the Landlord that s/he will pay within 14 days of invoice, accompanied by evidence of the amount claimed, a sum equal to the Landlord's and the Landlord's Agent's losses, and the costs and expenses they have reasonably and necessarily incurred, as a result of any breach of the Tenant's obligations in the Tenancy Agreement (whether or not the Tenant has signed the Tenancy Agreement or concluded it electronically).
- 4 As a separate obligation, the Guarantor agrees to indemnify the Landlord and the Landlord's Agent against all liabilities, costs, expenses, damages and losses suffered or incurred as a direct or indirect result of the Tenant's failure to comply with the Tenancy Agreement throughout the Tenancy Period. These include (but are not limited to)

payment for cleaning, damage, redecoration, unpaid Rent, unpaid Fees, loss of profit, loss of reputation, interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses.

*Note: "Indemnity" and "indemnify" are technical legal words used to mean a legally binding undertaking by one person (the Guarantor) to meet a specific potential legal liability of another (the Tenant). An indemnity entitles the person indemnified (the Landlord and the Landlord's Agent) to a payment if the event giving rise to the indemnity (a breach of the Tenancy Agreement by the Tenant) takes place. Calculation on a full indemnity basis means that the costs etc. claimed by the Landlord will be presumed to be reasonable unless the Guarantor can prove that they are not.*

- 5 The Guarantor's obligations shall end (without affecting any claim which has already arisen) on the first to occur of:
  - 5.1 the expiry of the Tenancy Period; or
  - 5.2 the grant of a new tenancy of the Accommodation at a rent not less than the Rent reserved by the Tenancy Agreement (following lawful termination of the Tenant's rights).
- 6 After lawfully terminating the Tenant's rights, the Landlord may let the Accommodation to someone else, but if the Landlord is not able to achieve as high a rent, or as long a tenancy, as the Tenant agreed to in the Tenancy Agreement, the Guarantor shall remain liable for the shortfall.
- 7 If during the Tenancy Period the Tenant transfers to other accommodation let by the Landlord the Guarantor's obligations shall also transfer to that other accommodation. **The Guarantor's liability may be increased** if that happens (for example, the Guarantor will be liable to pay the higher rent if the Tenant transfers to more expensive accommodation).
- 8 The rights and remedies of the Landlord against the Guarantor in this Agreement do not affect the rights and remedies which the Landlord might have against the Tenant. If the Landlord recovers any sums from the Guarantor and subsequently recovers from the Tenant any sum in respect of the same liability then the sum recovered from the

Tenant shall (up to the amount paid by the Guarantor) be re-paid to the Guarantor within 28 days.

- 9 The Guarantor hereby authorises the Landlord to use his/her personal data for all lawful purposes in connection with this agreement (including debt recovery, crime prevention, or where there is a serious risk of harm to the Tenant or to others at the Building or to the Landlord's property).
- 10 The Guarantor's obligations can only be brought to an end as stated in clause 5 and not by any early termination of the Tenancy Agreement.
- 11 The Guarantor agrees that, if s/he has paid the Tenant's Deposit, the Landlord and the Landlord's Agent shall be fully discharged from their liability to repay any Deposit at the end of the tenancy if the Deposit (or any balance of Deposit remaining after making any lawful deductions) is repaid to the Tenant.
- 12 The Guarantor warrants to the Landlord that the Guarantor is over the age of 18 and is either in full-time employment or a home-owner.
- 13 Nothing in this agreement shall restrict or limit the Landlord's general obligation to take reasonable steps to minimise any loss it may suffer as a result of a breach of the Tenancy Agreement. However, the Landlord shall not be under any obligation to suffer any detriment itself in order to reduce the Guarantor's liability.
14. To make the agreement binding the Guarantor must:

(a) Complete the details below, in block capitals

Title: \_\_\_\_\_ First Name: \_\_\_\_\_ Initials: \_\_\_\_\_

Surname/Family Name: \_\_\_\_\_

Relationship to Student: \_\_\_\_\_

Current Address: \_\_\_\_\_

\_\_\_\_\_

Postcode: \_\_\_\_\_

Period at Address: Years: \_\_\_\_ Months: \_\_\_\_ Owner  Rental

Tel: \_\_\_\_\_ E-mail: \_\_\_\_\_

Occupation: \_\_\_\_\_

(b) Sign your name here \_\_\_\_\_

(c) Ask an independent adult to witness your signature by signing here (they should be an **unrelated** party, such as a family friend)

Witness signature:.....

(d) Ask your witness to print clearly their name and address here

Witness name: .....

Witness address: .....

Write the date you signed here: .....

(e) Post the signed agreement to Derwent Students, together with a copy of your identity and address confirmation documents\*, at

[Student Scheme address]

*Note: If you sign and return the agreement by post you agree to pay all money which the Tenant is liable to pay under the Tenancy Agreement if the Tenant does not pay it themselves. You will be liable to pay rent arrears and pay for damage, cleaning and other charges, even if the Tenant does not take possession, or if the Tenant leaves the Accommodation before the end of the Tenancy Period.*

\* The following confirmation documents must be submitted. **Do not send originals.**

**(i) A copy of proof of identity (with photograph) such as:**

- Passport
- Driving License
- ID Badge

**(ii) A copy of proof of address (less than 6 months old) such as:**

- Utility bill statement (i.e. Electricity, Water, Telephone)
- Bank statement
- Council tax bill for current year

*Please note: if your accounts are managed online or you have opted for paperless billing, you can usually log into your account and print out a statement, which will have your address on.*