



COLOURBOX

PROPERTIES

Agreement of Guarantee

This Guarantee is made on _____ (date)

Between

(1) The Landlord

Mr & Mrs G Humphreys
Hamel House
Boothorpe
Derbyshire DE11 8BL

(2) The Tenant

Name:	
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Address:	
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(3) The Guarantor

Name:	
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Address	
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Time at this Address	Years:	Months
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If less than 3 years please provide previous Home Address:

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Home Telephone	
Mobile telephone	
Work Telephone	

E mail	
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Relationship to tenant	
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Evidence of Identity & Confirmation of UK Home Ownership

Evidence of your identity is required. Two proofs of identity are needed. One must have a photograph i.e. Passport or Photo Card Driving Licence. The other must be proof of your permanent home address i.e. a most recent utility bill or Council Tax demand. Photocopies are acceptable.

Please Tick

Copy of Passport or Photo Card Driving Licence enclosed
and
Copy of Utility Bill or Council Tax Demand enclosed

1.. BACKGROUND

1	The Guarantor confirms that he/she is a UK home owner or UK resident
1.1	The Landlord has granted or agreed to grant the Tenant an individual tenancy of the property situate at for the period in accordance with the Tenancy Agreement (the Tenancy Agreement) provided to the Tenant.
1.2	The Guarantor has agreed to act as Guarantor for the Tenant should the Tenant fail, for any reason, to meet the financial and other commitments arising from the Tenancy Agreement and which are unpaid for a period of 21 days from the date the financial and other commitments became due. Any delay by the Landlord in demanding the sums due from the Tenant will not affect the ongoing liability of the Guarantor.

2 GUARANTEES

2.1	The Guarantor hereby guarantees to the Landlord:
2.1.1	that the Tenant will pay the Retainer and the Rent and Parking payment payable under the Tenancy Agreement at the times and in the manner required by the Tenancy Agreement and that the Tenant will perform and observe all the agreements on the part of the Tenant contained or implied in the Tenancy Agreement.
2.1.2	to pay the Retainer & Rent reserved in the Tenancy Agreement up to a maximum of (insert the total amount of rent divided by the number of tenants) £ within 10 days of receipt of a written demand from the Landlord addressed to the Guarantor, accompanied by a certificate from the Landlord, that either:

	<p>a) the Tenant following demand has not paid the amount being demanded of the Guarantor when it was due under the Tenancy Agreement; or</p> <p>b) the Tenancy Agreement has been lawfully terminated; and</p> <p>i) Retainer & Rent in the amount being demanded would have been due if the Tenancy Agreement had still been subsisting; and</p> <p>ii) Retainer & Rent reserved by any new agreement relating to the property is not payable in full by any other person for the period in respect of which Retainer and Rent is being demanded of the Guarantor</p>
2.1.3	<p>to pay to the Landlord within 10 days of demand, accompanied by written evidence of the amount claimed, a sum equal to one (insert <i>third/quarter/fifth/sixth etc.</i> according to number of tenants) _____ of all losses, damages, costs and expenses of the Landlord arising from any breach of the tenants' covenants in the Tenancy Agreement to pay to the Landlord within 10 days of demand, accompanied by written evidence of the amount claimed, a sum equal to one (insert <i>third/quarter/fifth/sixth etc.</i> according to number of tenants) _____ of all losses, damages, costs and expenses of the Landlord arising from any breach of the tenants' covenants in the Tenancy Agreement</p>

3 DURATION OF AGREEMENT

3.1	The Guarantor's obligations shall end (without prejudice to any claim to which the Landlord is entitled under clause 2) upon the first to occur of:
3.1.1	the date falling 2 months after expiry of the Tenancy Agreement; or
3.1.2	the assignment of the tenancy or the assignment of the Tenant's interest in the tenancy; or
3.1.3	the Retainer, Rent and Parking payment reserved by a new tenancy of the property (granted following lawful termination of the Tenancy Agreement) has become payable in full; or
3.1.4	the surrender of the tenancy or the surrender of the Tenant's interests in the tenancy

4 LANDLORD'S RIGHTS AGAINST TENANT NOT AFFECTED

4.1	The rights and remedies of the Landlord against the Guarantor under this Guarantee do not affect the rights and remedies which the Landlord might have against the Tenant PROVIDED THAT if the Landlord recovers any sums from the Guarantor under this Guarantee 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 paid to the Guarantor within 7 days.
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5 TENANT'S PROMISE TO GUARANTOR

5.1	In consideration of the Guarantor giving this Guarantee the Tenant undertakes to the Guarantor to re-pay to the Guarantor within a reasonable time of demand any sums which the Guarantor pays to the Landlord and which are not reimbursed
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Executed by the Guarantor as a Deed.

Signed by the Landlord:

Date:

Signed by the Guarantor:

Date:

Signed by the Witness:

Date:

Witness Name:

Witness Address:

Signed by the Tenant

Date:

We are committed to ensuring that your information is secure. We will not sell, distribute or lease your personal information to third parties unless we have your permission or are required by law. You may request details of personal information which we hold about you under the Data Protection Act, 1998. A small fee will be payable. If you believe that any information we are holding about you is incorrect or incomplete, please write to or email us as soon as possible. We will promptly correct any information found to be incorrect. Mr & Mrs G D Humphreys Hamel House Boothorpe Derbyshire Trading as Colourbox Properties.