

Deed of Guarantee

DO NOT SIGN THIS AGREEMENT IF YOU DO NOT WISH TO BE BOUND BY ITS TERMS. IF YOU ARE IN ANY DOUBT ABOUT THE TERMS CONTAINED YOU SHOULD SEEK INDEPENDENT LEGAL ADVICE BEFORE SIGNING THIS AGREEMENT.

Name of tenant(s):	
Tenancy address:	
Date of this agreement: <i>(Date tenancy to commence)</i>	____/____/____

BETWEEN

Guarantor's Name:		<i>"The Guarantor"</i>
Guarantor's Address:		

AND

Landlord's Name:		<i>"The Landlord"</i>
Landlord's Address:		

EST. 1889

Whereby it is agreed by the above parties that:-

IN CONSIDERATION OF the Landlord agreeing to the request of the Guarantor to grant a tenancy to "the Tenant" of the premises known as:

Tenancy Address:		<i>"The Premises"</i>
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- The Guarantor hereby agrees to compensate fully and indemnify the Landlord for any loss, damage, costs or other expenses arising either directly or indirectly from any breach of the Tenant's obligations in any tenancy agreement, extension, continuation or subsequent tenancy agreement agreed between the Landlord and the Tenant relating to the premises.

2. This guarantee is irrevocable without the express written consent of the Landlord or any person acting as agent for the Landlord and shall continue beyond the death of the Guarantor or bankruptcy and is not limited to any fixed term as may be described in any tenancy agreement as may be entered into between the Landlord and the Tenant. The guarantee will continue until such time as the Tenant offers surrender of the tenancy and that offer is formally accepted in writing by the Landlord or any person acting as agent for the Landlord.

3. In the event of any breach of the Tenant's obligations in any tenancy agreement, then upon written demand the Guarantor will pay the Landlord all losses, claims, liabilities, cost and expenses arising out of or in connection with the breach on a full indemnity basis.

4. By entering into this Guarantee as a Deed the Guarantor accepts joint and several liability with the Tenant. This means that each will be responsible for complying with the Tenant's obligations under this agreement both individually and collectively. The Landlord may elect to enforce these obligations and claim damages against the Tenant, the Guarantor or both of them under this clause. These obligations will not be discharged or waived by any act, neglect or leniency or granting of any extension of time by the Landlord in attempts to obtain payment or in enforcement of the Tenant's covenants.

Signed by the said Guarantor the day and year first before written:	
Signed in the presence of an independent witness	
Name of Witness:	
Signature:	
Address of Witness:	
Occupation of Witness:	
Telephone number:	
Email address:	

Note. The Guarantor is required to provide a copy of photographic I.D. and proof of home ownership. You may also be required to undergo credit and employment checking.



Scheme No. **1510968**

Telephone **028 9050 2845**

Reference No.

ABOUT YOUR REFERENCE [To be completed by the Guarantor]

By completing this form, you have agreed to act as Guarantor for the tenant named within this form. The tenant's reference will be completed by HomeLet on behalf of their letting agent. HomeLet is part of the Barbon Insurance Group Limited and for the purposes of this application, Barbon is the Data Controller as defined in the Data Protection Act 1998 (the "Act").

In order to complete this application, HomeLet will consult with a number of sources to verify the information, including a licensed credit reference agency. As a result of the information received:

- HomeLet may pass on any information supplied to the landlord and/or letting agent, including the results of any linked verification checks.
- By consulting with a credit reference agency, HomeLet will share your information with them and the agency may record the results of this search. This search may show how you conduct payments with other organisations. From time to time, this information may also be used for debt tracing and fraud prevention. You may request the name and address of the Credit Reference agency HomeLet use and you may also apply for a copy of the information they provided to HomeLet.
- If you default in respect of any covenants you have given as guarantor (including the payment of rent on behalf of the tenant when the tenant has failed to pay their rent), HomeLet may record this on a centrally held database of defaulting debtors, and such a default could affect any future application for tenancies, credit, and/or insurance.
- HomeLet may use debt collection agencies or tracing agents to trace your whereabouts and recover any monies owed to HomeLet.
- If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering.

Information may be sent to you and your nominated referees by email. This information will only be sufficient enough to identify you and it won't be excessive; however you should be aware that information sent via electronic means can't be guaranteed to be secure.

PLEASE READ AND COMPLETE THE FOLLOWING STATEMENTS CAREFULLY – IT'S IMPORTANT THAT YOU PROVIDE YOUR CONSENT FOR THE CHECKS BY MARKING THE BOXES NEXT TO THE TEXT AND THEN SIGNING AND DATING BELOW.

YES I confirm that the information provided in this application form is true to the best of my knowledge, and I'm happy with the checks which HomeLet will complete as detailed above. These results may be accessed again if I apply to act as a guarantor in the future.

YES I'm happy for HomeLet to contact my referees (including those outside the EEA), with personal information which has been provided in this form to allow them to verify the information about my earnings, dates of employment and previous tenancy term.

Please note, if you'd like to find out more about any of the information sources we access to complete your application, please visit homelet.co.uk/ref-info.

Signed

Full name

Date

Address of property: _____

Name of applicant: _____

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