

**GUARANTOR AGREEMENT**

RE: .....(Property address)

**IMPORTANT NOTICE**

*You should carefully read through the terms of this Guarantor Agreement and the draft tenancy agreement before signing.*

*You should note that by signing this form, you are entering into a binding legal contract with Kingston Lettings Group LLP (the Landlord).*

*If you are unsure of any of the terms used, or do not fully understand the nature of this Guarantor Agreement, you should obtain independent legal advice before signing.*

*For the avoidance of any doubt, you are agreeing to be liable for payment of rent and performance of the provisions of the tenancy agreement which is **attached** (or emailed to you as an attachment) to this Guarantor Agreement and a link is also provided here where this Agreement is concluded electronically or by email*

[https://www.kingstonlettings.com/wp-content/uploads/sites/13/t\\_a\\_draft\\_2024.pdf](https://www.kingstonlettings.com/wp-content/uploads/sites/13/t_a_draft_2024.pdf)

**TO:** Kingston Lettings Group LLP, of 67A Park Road Kingston upon Thames, Surrey KT2 6DE (the Landlord)

In consideration of you having agreed, at my request to accept,

.....(TENANT NAME)

as a tenant of the above mentioned address, upon the terms of the Tenancy agreement

Rent per calendar month per person £.....

1. The Landlord agrees to let the Property to the Tenant(s). In consideration of this, the Guarantor agrees to indemnify and pay for the Tenant(s) should he/she/they fail, for any reason, to meet the financial obligations set out in the Tenancy Agreement entered into in respect of the Property.
2. This Guarantor Agreement refers to the current tenancy being entered into and any extension or renewal of that tenancy. All references to the Landlord herein shall be deemed to include the Landlord's Agent or any person authorised to act on the Landlord's behalf. If the tenancy is for a fixed term, then this guarantee applies for the whole of the term and is not revocable during that term.
3. If the tenancy is periodic or has become periodic by agreement or the operation of law, then this guarantee may be terminated by written notice by the Guarantor subject to the Tenant vacating at the earliest legally permissible date required for possession. If the Tenant fails to vacate on this earliest date or fails to pay sums owed under the Tenancy Agreement, then this Guarantor Agreement shall continue until the Tenant vacates.
4. The Guarantor undertakes to pay to the Landlord from the date of this Agreement from time to time the Rent within 10 days of receipt of a written demand from the Landlord or his Agent addressed to the Guarantor if the Tenant has not paid the amount being demanded when it was due under the Tenancy Agreement.
5. If the Tenant shall make default in the performance or observation of any of the provisions on his/her part in the said Tenancy Agreement, I will pay to you all losses, damages, expenses and costs which you shall be entitled to recover by reason of such default to the extent in which you shall be unable to recover them from the tenant.

Initials .....

6. The Guarantor shall pay and make good to the Landlord on demand all reasonable losses and expenses of the Landlord incurred as a result of default by the Tenant in the performance or observance of the Tenant's covenants under the Tenancy Agreement. Any failure of the Landlord in demanding or collecting the Rent when it falls due, and any time to pay which may be given to the Tenant by the Landlord shall not release the Guarantor or in any way affect the liability of the Guarantor under this Guarantor Agreement.
7. Should the Guarantor become bankrupt or die during the currency of this agreement, the Guarantor's Estate will be liable as surety and co-principal debtor. This Guarantor Agreement shall not be revocable or discharged by death or bankruptcy of the Guarantor or the death or bankruptcy of the Tenant(s) and without prejudice to the foregoing provision of this clause this Guarantee Agreement shall not be discharged by the Guarantor providing the Tenant(s) with time in which to meet the rent or other indulgence in respect of his/her obligations under the said Tenancy Agreement.
8. It is agreed that there shall be no right to cancel this agreement once the tenancy has begun and the Consumer Protection (Distance Selling) Regulations 2000 shall not apply in this case.

**By signing this Agreement, I confirm that I have read and understand the privacy notice that is attached to this Agreement (and a link to the Notice is also provided where this Agreement is concluded by email <https://www.kingstonlettings.com/wp-content/uploads/sites/13/privacy-notice-KL.pdf>)**

Guarantor's name: .....

Guarantor's signature .....

Guarantor date of birth.....Citizenship.....Country of residence.....

Profession.....Current Occupation.....

Permanent address of Guarantor.....

.....

Guarantor's landline telephone number: .....Mobile telephone number: .....

Guarantor's email address .....

Relationship of Guarantor to tenant .....

Date Guarantor Agreement signed .....