

RentGuarantor Agreement.

Please read these terms carefully before you sign them.

These terms tell you who we are, how we will provide the service to you, how you and we may change or end the contract, what to do if there is a problem and other important information.

Landlords – Letting Agents.

Please ensure that you read the '**Landlord RentGuarantor Agreement**' section of this **RentGuarantor Agreement**.

The '**Tenant RentGuarantor Agreement**' section is also provided in this document for you to read in full, please note that together the '**Landlord RentGuarantor Agreement**' and the '**Tenant RentGuarantor Agreement**' form the whole **RentGuarantor Agreement**.

Tenants

Please ensure that you read the '**Tenants RentGuarantor Agreement**' section of this **RentGuarantor Agreement**.

The '**Landlord RentGuarantor Agreement**' section is also provided in this document for you to read in full, please note that together the '**Tenant RentGuarantor Agreement**' and the '**Landlord RentGuarantor Agreement**' form the whole **RentGuarantor Agreement**.

Landlord RentGuarantor Agreement.

Contractual terms and **Conditions** between **RentGuarantor** and the **Landlord/Letting Agent** of the **Tenants** and/or **Property** specified in the **Schedule** of these **Landlord Terms and Conditions**, which together with the **Tenants Terms and Conditions** form the **Whole Agreement**.

These terms tell **You** who we are, how we will provide the **Service** to **You**, how **You** and we may change or end this agreement, what to do if there is a problem and other important information.

Overview

What's covered?	<p>RentGuarantor will stand as the Tenant's guarantor in relation to Rent only, for an initial period that matches the Tenancy Agreement length, and for up to a maximum of three years, where the Tenancy Agreement is renewed.</p> <p>The Guarantee provided, has limits of: £120,000 for Rent, plus; £10,000 for any Legal Expenses accrued due to Eviction Proceedings in relation to Non-payment of rent.</p> <p>RentGuarantor agrees to incur reasonable costs involved during the Term relating to the Eviction of the Tenant from the Property for Non-payment of rent in line with these Landlord terms and conditions and the Whole Agreement</p> <p>The portion of the Tenant(s) rent or the total Tenancy Rent amount, as listed in the Schedule of these Landlords Terms and Conditions and the Tenancy Agreement.</p>
Who is guaranteed?	This Guarantee applies to the Tenant(s) named in the Schedule and relates only to the Property to which this Guarantee applies, which must match the details as listed in the Tenancy Agreement .
Who can make a claim?	The Landlord as named in the Schedule (or its/their Letting Agent) can make a claim for Rent arrears , following the required terms by emailing: arrears@rentguarantor.com
Arrears Notifications	<p>The Landlord as named in the Schedule (or its/their Letting Agent) should inform RentGuarantor at the earliest opportunity following any Arrears, so RentGuarantor can Mediate the Arrears situation. This must never be later than 30 days after an Arrears event, and again within 14 days of the Tenant(s) falling to 61 days of Arrears.</p> <p>RentGuarantor cannot formalise a claim or make payment of any Arrears until a Tenant is 61 days or more in Arrears.</p>

Definitions

The following definitions apply in this agreement:

Arrears: Non-payment of rent by a **Tenant** to a **Landlord** under a **Tenancy Agreement**.

Assignment: Where required, the **Landlord** or the Letting Agent acting for the **Landlord**, assigns all rights in relation to the management and collection of all **Rent Arrears**, **Arrears** chasing and the permission to carry out **Evictions** (including by **Deed of surrender**) to **RentGuarantor** as set out with in these terms.

Business Day: A Day other than a Saturday, Sunday, or public holiday in England, when banks in London are open for business.

Claim Request: A request following the **Notification of Arrears** process, where the **Tenants' arrears** total 61 days of **Rent** or more, as detailed in clause 7.

Commencement Date: The date the agreement is signed by **RentGuarantor**, or the **Tenant** takes responsibility for the **Property** in line with their signed **Tenancy Agreement**, whichever is later.

Conditions: These terms and conditions as amended from time to time in accordance with clause 11.2.

Control: Has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression change of control shall be construed accordingly.

Controller, Processor, Data subject, Personal data, Personal data breach, Processing, and Appropriate technical measures: As defined in the Data Protection Act 2018.

Data Protection Legislation: The UK and Gibraltar Data Protection Legislation and any other European Union legislation relating to **Personal data** and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of **Personal data** (including, without limitation, the privacy of electronic communications).

Deed of surrender: A legal document signed by **RentGuarantor** (on behalf of the **Letting Agent/Landlord**) and the **Tenant** that allows the early termination of a lease upon the agreement of both **RentGuarantor** and the **Tenant**.

Deduction: Any monies to be taken from **Final Payment** entitlement that are, in line with these terms, to be incurred by the **Landlord**.

Deliberately withhold (rent): **Tenants** do not have the right to withhold **Rent** for any reason. If they withhold **rent** their **Landlord** or **RentGuarantor** may start possession proceedings against them, ultimately putting them at risk of **Eviction**.

Eviction/Eviction Proceedings: the removal of a **Tenant** from the **Property** where they reside, including by **Deed of surrender**.

Final Payment (Guarantor fee): The cost of the **Service**, which is charged to the **Tenant** by **RentGuarantor**, upon completion of a successful application.

Guarantee: an undertaking to answer for the payment or performance of another party's debt or **Arrears** in the event of a default by the party primarily responsible for such debt or **Arrears**.

Joint and Several: in the **Tenancy Agreement**, where the **Tenant** is more than one person the **Tenant's** covenants are **Joint and Several**. The expression "**Joint and Several**" means that jointly the **Tenants** are responsible for the payment of all **rent** and all liabilities falling upon the **Tenants** during the **Tenancy** or any renewal, extension, continuation or statutory periodic **Tenancy** of it as well as any breach of the Agreement, and individually each **Tenant** is responsible for payment of all **Rent** and all liabilities falling upon the **Tenants** as well as any breach of the Agreement until all debts have been discharged in full.

Landlord: The freehold or leasehold owner of the **Property**, named in the **Schedule** as the **Landlord**, or where so appointed contractually the Letting Agent managing the **Property** on the **Landlord's** behalf. Where a Letting Agent is acting as the **Landlord**, they must have a management agreement in place for them to act on the **Landlords** behalf.

Landlord Default: an act or omission by the **Landlord** or failure by the **Landlord** to perform any relevant obligation.

Landlord Terms and Conditions: These terms laid out in this document.

Legal Expenses: Any costs incurred by **RentGuarantor** or its insurers regarding the **Eviction** of the **Tenant(s)** for **Non-payment of Rent**.

Letting Agent: a letting agent managing the **Property** and acting on behalf of the **Landlord**.

Mediate/Mediation: An alternative to **Eviction**, whereby the **Landlord**, **Tenants(s)** and **RentGuarantor** will work together, led by **RentGuarantor**, to find a suitable alternative to **Eviction** i.e. structured payment plans or a **Deed of surrender**.

No-show: Where the **Tenant**, having signed all relevant pre-**Tenancy** paperwork and having paid any pre-tenancy monies (including a month's advance **Rent** and/or deposit) does not take up residency in the **Property** within 90 days of the commencement of the **Tenancy Agreement**.

Non-payment of Rent: The **Tenant(s)** failure to make payment of **Rent** in line with the agreed terms of the **Tenancy Agreement**.

Notification of Arrears: a notification of arrears by the **Landlord** pursuant to clause 6. Which must be completed and sent by email to arrears@rentguarantor.com – notifications sent by any other means, i.e. post or fax, will not be accepted.

Updates on current outstanding **Arrears** are required to be sent by the **Landlord** to **RentGuarantor** no less regularly than monthly, or whenever requested to do so by **RentGuarantor**.

Notification of Claim: The notification by the **Landlord** to **RentGuarantor**, within the first 14 days of the **Non-payment** or late payment of **Rent** by the **Tenant**, that means the **Tenant** is now in two months or more **Arrears**, i.e., **You** should always inform **RentGuarantor** of all **Arrears** within 75 days of the original **Arrears** event. Which must be completed and sent by email to arrears@rentguarantor.com - notifications sent by any other means, i.e. post or fax, will not be accepted.

Property: The address specified in the **Schedule**, which must match the address listed in the **Tenancy Agreement**.

Processing fee: Where requested, an initial payment taken upon application (covering the cost of the credit check and/or any **RentGuarantor** administration **Services**, which may be deducted from the **Final Payment** at **RentGuarantor's** discretion).

Reference to a statute or statutory provision: Is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.

Rent: The sum payable monthly by the **Tenant** to the **Landlord** under the **Tenancy Agreement**, as stated in the **Schedule**. For the avoidance of doubt, **Rent** does not include any other costs or expenses associated with the **Property**, such as utility bills, television license fees, council tax, interest, or late payment fees. Where clearly listed in the **Tenancy Agreement**, bills can be included in the **Rent** and will be included in this **Guarantee**, the **Guarantee** will not cover any overspending/unfair use charges incurred by the **Tenant**.

RentGuarantor: RentGuarantor Limited, a company registered in England and Wales with registration number 07913370 and registered office at 27-28 Eastcastle Street, London W1W 8DH.

RentGuarantor Agreement: The agreements including these '**Landlord Terms and Conditions**' and the separate '**Tenants Terms & Conditions**', which are made between the **Tenant**, the **Landlord** (or Letting Agent on behalf of the **Landlord**) and **RentGuarantor** for the provision of the Services.

Schedule: the page of this agreement that provides the details of the **Property**, **Rent**, **Landlord**, **Tenant(s)** and the **Tenancy** start date.

Services: The provision of a **Guarantee** in favour of the **Landlord** to cover the **Non-payment of Rent** by the **Tenant** under the **Tenancy Agreement**, subject to the **Whole Agreement**.

Student Accommodation: means residential accommodation which has been purposely built or converted solely for the purpose of being provided to students.

Tenancy/Tenancy Agreement: The assured shorthold tenancy agreement (England), private residential tenancy agreement (Scotland), occupation contract (Wales), or any other pre-agreed tenancy contract variation of a **Term** up to 12 months, and made between the **Landlord** and the **Tenant**, pursuant to which the **Landlord** grants the **Tenant property** rights over the **Property**. This **Guarantee** includes any renewal, extension continuation or statutory periodic **Tenancy** which arises after the initial **term** and includes any annual **Rental** increase of 10% or less, agreed between the **Landlord** and the **Tenant**, provided the Guarantor is notified of the increase in writing by emailing info@rentguarantor.com ahead of the agreement changes.

Tenant(s): The person(s) or company named in the **Schedule** as the **Tenant(s)** and listed in the **Tenancy Agreement** and any annexed Deed of **Guarantee**.

Tenant Terms and Conditions: The separate terms and **Conditions** provided to and signed by the **Tenant(s)** which detail their obligations of the **Guarantee**.

Term: The initial period as listed in the **Tenancy Agreement** and including renewals, extensions, continuations, or statutory periodic **Tenancy**, up to a maximum period of three years, or if shorter, until the date of termination of the **Tenancy Agreement** (howsoever terminated). At the end of the three-year period should the **Landlord** wish, **RentGuarantor** will undertake a re-reference of the **Tenant(s)** to ensure they are now deemed fit to continue the **Tenancy** without a guarantor.

UK and Gibraltar Data Protection Legislation: All applicable data protection and privacy legislation in force from time to time in the UK and Gibraltar including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC); the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426); and the Data Protection Act 2004 of Gibraltar; as amended.

Whole Agreement: The **Landlord Terms and Conditions** and the **Tenant Terms and Conditions**.

You / Your: The **Tenant, Landlord**, or Letting Agent – whichever is named in the subject heading.

Interpretation:

Any words following the terms including, include, in particular, for example or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase, or term preceding those terms.

A reference to writing or written includes email.

Basis of Conditions

- 1.1** The **Whole Agreement** shall come into existence on the date the Landlord Terms and Conditions and the Tenant Terms and Conditions are signed by **RentGuarantor** or the start date of the **Tenancy Agreement**, whichever is later.
- 1.2** Any descriptive matter or advertising issued by **RentGuarantor**, and any descriptions or illustrations contained in **RentGuarantor**'s catalogues, website, or brochures, are issued, or published for the sole purpose of giving an approximate idea of the **Services** described in them. They shall not form part of these **Conditions** or have any contractual force.
- 1.3** The **Whole Agreement** applies to the exclusion of any other terms that the **Landlord** or **Tenant(s)** seeks to impose or incorporate, or which are implied by trade, custom, practice, or the course of dealing.
- 1.4** The **RentGuarantor.com** general website terms and **Conditions** apply and are incorporated into these **Conditions**. Where there is a conflict created between the two terms and **Conditions**, these contractual terms will take precedent.
- 1.5** Where the **Landlord, Tenant(s)** and /or **RentGuarantor** have agreed terms separate (i.e., a **Guarantee Contract/Deed** supplied by the **Landlord**) to this agreement and the two sets of terms create a conflict this agreement will take precedent.

Supply of Services

- 2.1** **RentGuarantor** shall supply the **Services** for the **Term**
- 2.2** **RentGuarantor** shall use reasonable endeavours to meet any performance dates specified in these terms and **Conditions**, but any such dates shall be estimates only.

Providing the service

- 3.1** Subject to these terms and the **Tenants** compliance with their separate **Tenant terms and conditions**, along with the website terms and **conditions**, **RentGuarantor** will **Guarantee** the **Tenant's Rent** for the **Term**.

3.2 As part of the **Services**, we will:

- a.** **Guarantee** the **Tenant's Rent** only. Where **RentGuarantor** have provided a **guarantee** for a reduced rental amount for **the Tenant's** personal liability, but the **Tenant** is **Jointly and Severally** liable with another person(s) under their **Tenancy Agreement**, the **guarantee** provided by **RentGuarantor** is limited to the proportion of **Rent** the **Tenant** is responsible for which is stated in the **Schedule**.
- b.** Not **guarantee** any other costs or expenses associated with the **Property**.
- c.** Not reimburse any deposit replacement scheme for any payments they are required to make under such deposit replacement scheme's own terms and **Conditions**. For the avoidance of doubt, where the **Tenant** has used a deposit replacement service, any limits covered by that policy for **Rent arrears** will still be required to be paid to the **Landlord/Letting Agent** and will be deducted from **RentGuarantor's Final Payment** obligations.

Unless a direct agreement has been made with a specific deposit alternative product provider i.e. Reposit: in this situation any **Rent Arrears** would still be claimable under the terms of this agreement, and any alternate costs (i.e. damage, cleaning, lock replacement) would be claimed under the protection provided by the deposit alternative product provider.

- 3.3** **You**, the **Landlord**, hereby unconditionally and irrevocably agree to pay **RentGuarantor Limited** any losses, costs, claims, liabilities, damages, and/or expenses suffered or incurred by **RentGuarantor Limited**, arising from **Your** failure to comply with the terms of **Your** obligations under the **Tenancy Agreement** for which we have become a guarantor.
- 3.4** This **Agreement** will remain in force for a maximum of 36 months from the **Tenancy** start date and or until all outstanding **rent** liabilities, accrued within the initial 36 months are discharged in full by the **Tenant**.

Landlord Terms (Letting Agent)

The following terms relate specifically to you as the Landlord:

Landlord representations, warranties, and obligations

4.1 The Landlord shall:

- a. Ensure all **Tenants** have been checked and approved regarding their Right -to-Rent, for any credit history and regarding their affordability to pay the **Rent**. Student applications do not need to be referenced regarding their income to be deemed suitable to purchase this **Service**.
- b. Regarding students, ensure they have on file proof of the students Right-to-Rent and proof of their attendance/acceptance to a further/higher education facility.
- c. Ensure all **Tenants** named on the **Tenancy Agreement** and being **Guaranteed** under this **Service**, are over the age of 18.
- d. Ensure that they manage and handle the collection of **Rent**, in a timely and professional manner. This should include taking a minimum one-month **Rental** payment upfront ahead of releasing keys to the **Tenant(s)**. Alternative contractual pre-payment schedules for **Student Accommodation** will be acceptable.
- e. Ensure that, unless pre-agreed with **RentGuarantor** in **writing**, the **Tenant(s)** must not have been allowed to move into the **Property** ahead of the final signing of these terms by **RentGuarantor**. Failure to adhere to this term will void this agreement and **RentGuarantor** will not be liable for any **Rent Arrears** or associated **Eviction** costs.
- f. Ensure that the deposit taken from the **Tenant** complies with the regulation set out by the UK Government for protection to be provided under these terms. A minimum deposit of 4 weeks **Rent** must be taken and stored with one of the approved government schemes, or a deposit replacement insurance product must be in place ahead of the release of keys to the **Tenant(s)**.

Regarding **Student accommodation**, the above clauses apply but the requirement for a minimum deposit will be set at £250.

In pre-approved situations the **Landlord** may choose to not collect a deposit from the **Tenant** or require use of a deposit replacement insurance product, **written** authorisation from **RentGuarantor** must have been provided ahead of the signing of this agreement.

- g. Ensure that all claims for **Arrears** are notified and/or managed within the time required by **RentGuarantor**, as set out in clause 7.1.
- h. Ensure that they are aware of and are compliant regarding any restrictions that are placed upon them by their mortgage lender regarding minimum/maximum **Tenancy** lengths.

i. All necessary statutory pre-grant notices to the **Tenant** have been issued; including but not limited to:

- Energy performance certificate
- Gas safety certificate
- How to rent Guide

You can read more information regarding this, here: <https://www.gov.uk/renting-out-a-property>.

j. Co-operate with **RentGuarantor** in all matters relating to the **Services**.

k. Within a timely manner, provide **RentGuarantor** with such information and materials as **RentGuarantor** may reasonably require to supply the **Services** and ensure that such information is complete and accurate in all material respects, including but not limited to a copy of the **Tenancy Agreement** and an accurate and up-to-date **Rent** statement (where required **RentGuarantor** will provide a template **Rent** statement which must be used).

l. Comply with all applicable laws, including all relevant **Property** and housing laws.

m. Comply with the provisions of these **Conditions**, and in particular, the provisions of this clause 4.1.

n. Inform **RentGuarantor** should the **Tenant** not take up residency in the **Property** in line with the '**No-show**' terms highlighted in definitions.

o. In the event of **arrears**, where the **Tenant** is in receipt of Housing Benefit (or Housing Allowance as part of a Universal Credit award) agree to accept the payment of Housing Benefit (or a Housing Allowance as part of a Universal Credit award) directly from the Local Authority or relevant body towards the **rental** amount.

p. Where a **Tenant** has used their rights under the Housing Benefit Alternative payment arrangements scheme, the **Landlord** will notify **RentGuarantor** should the **Tenant**, who is in receipt of Housing Benefit (or a Housing allowance as part of the Universal Credit award) stop the Housing Benefit payment being made directly from the Local Authority or relevant body to the **Landlord** or agent during the **Tenancy Term**.

q. Where presented with the option of a **Deed of Surrender** by **RentGuarantor** on behalf of the **Tenant**, accept the **Deed of Surrender** and accept the return of keys and surrender of the **Property** by the **Tenant**, understanding that the **Tenant** will only be liable for **Rent** up to the date of signing the **Deed of Surrender**.

r. Allow **RentGuarantor** to enforce **Rent** collection from any and all **Tenants** on a **Joint and Several** liability basis for **Rent** payment, understanding that **RentGuarantor** cannot arrange **Eviction** for one **Tenant** in a joint **Tenancy Agreement**, and understanding **You** as the **Landlord** will need to arrange and cover the costs of the **eviction** for all **Tenants** listed on the **Tenancy Agreement**. You also understand that **RentGuarantor** may ultimately pass any outstanding **Tenant** debts on to a 3rd party for collection.

s. Ensure that **you** hold next of kin and emergency contact details for all **Tenants** listed on the **Tenancy Agreement**, this cannot be **RentGuarantor**.

t. Understand that where **RentGuarantor** is only **guaranteeing** one **Tenant** under a **Jointly and Severally** liable contract, **RentGuarantor** will only be liable for the proportional payment of **Rent** that such **Tenant** would be liable for on a several basis.

For the avoidance of doubt, for example, where two **Tenants** are listed on a **Tenancy Agreement**, **RentGuarantor** will be liable for a maximum of ½ of the total **Rent** amount (or the guaranteed **Tenant's** proportion of **Rent** if listed as separate amounts in the Agreement). Please be aware that if **You** have a standard **Tenancy Agreement** on a **Property** and have not included individual room **Rents** in the Agreement, the total **Property Rent** must be two months in **Arrears** before any **Eviction** proceedings can be considered.

RentGuarantor therefore requires that the **Property** be let on the correct type of **Tenancy Agreement** for **Eviction** cover to be included. If **You** as the **Landlord** rent a **property** on individual **Rent** splits without using the correct **Tenancy Agreement**, **RentGuarantor** will be unable to evict the **Tenant** from the **Property** and will not be liable for any **Legal Expenses** incurred. If **You** require support on what agreement should be in place, please seek advice before signing this agreement.

- u. Make **RentGuarantor** aware of situations where there is more than one adult moving into a **Property**, but only one **Tenant** has passed **Referencing**. Where **RentGuarantor** are not made aware, even if one **Tenant** has met affordability for the full **Rent**, **RentGuarantor** will only be liable for a portion of **Arrears** equal to the number of **Tenants** we stand **Guarantor** for under this agreement. I.e. if there are two **Tenants** and **RentGuarantor** are guarantors for one **Tenant**, **RentGuarantor** will only be responsible for 50% of any **Arrears** claim.
- v. Agree that where a **Tenant** proactively informs them of their inability to maintain **Rent** payments for future months, but the **Tenant** is happy to vacate the **Property** and sign a **Deed of Surrender**, that they will advertise the **Property** and seek a new **Tenant** to take over the **Rent** responsibilities at the earliest possible date.

4.2 If **RentGuarantor's** performance of any of its obligations under these **Conditions** is prevented or delayed by the **Landlord Default**:

- a. Without limiting or affecting any other right or remedy available to it, **RentGuarantor** shall have the right to suspend performance of the **Services** until the **Landlord** remedies the **Landlord Default**.
- b. Where the **Landlord Default** prevents or delays **RentGuarantor's** performance of any of its **Obligations** and this results in further costs and/or expenses, **RentGuarantor** shall not be liable for any losses, costs, claims, liabilities, damages and/or expenses sustained or incurred.
- c. Any losses, costs, claims, liabilities, damages and/or expenses (including those detailed at 4.2(b) above) sustained or incurred by **RentGuarantor** arising directly or indirectly from the **Landlord Default** shall be reimbursed to **RentGuarantor** by the **Landlord** within 14 days of written demand by **RentGuarantor** to the **Landlord**.

RentGuarantor will not agree to having any reference conducted on **RentGuarantor Limited** due to:

- The request for such information is usually made using forms which require personal information of an individual and not that of a limited company.
- The potential for many such requests is to have an adverse effect on the company's good standing.
- The liability undertaken by **RentGuarantor** is being underwritten.

Charges

- 5.1** There shall be no charge to the **Landlord** for the provision of the **Services**, **RentGuarantor** shall charge the guarantor fee direct to the **Tenant**.
- 5.2** The cost of the **Service** is relative to the **Rental** amount being **Guaranteed** and will be indicated on the application pages at the time the **Tenant** completes their application.
- 5.3** The **Guarantee** will not be binding until **Final Payment** is made, and [this **Guarantee** agreement] the Whole Agreement has been signed by and returned to all parties.
- 5.4** Where paying in instalments is the desired option of the **Tenant**, the **Guarantee** will be binding from when the first payment is received, and the Whole Agreement has been signed by and returned to all parties.
- 5.5** **RentGuarantor** provides the **Services** to the **Tenant** in consideration for the **Landlord** granting the **Tenancy Agreement** to the **Tenant**, and in consideration for the **Landlord** accepting the Landlord Terms and Conditions and the **Tenant** accepting the Tenant Terms and Conditions.
- 5.6** **RentGuarantor** reserves the right to apply an administration charge of up to £75.00 should this be deemed necessary for individual changes or alterations to the **Guarantee**.

Rent Arrears

- 6.1** In the event that the **Tenant** fails to pay **Rent**, or to respond to failed payment notifications, the **Landlord** must notify **RentGuarantor** as soon as possible, but no later than 30 days from the date of the first missed payment, via our '**Notification of Arrears**' form by email to arrears@rentguarantor.com
- Failure to notify us within a timely manner shall make this agreement between the **Landlord** and **RentGuarantor**, void.
- 6.2** The **Landlord** must make all reasonable attempts to engage with the **Tenant** to secure the payment of **Rent**, including but not limited to written communication, and must provide **RentGuarantor** with copies of any such communication. The **Landlord** must contact the **Tenant** during the initial 5-day period following any occurrence of **Non-payment of Rent**. Where calls or text are used as a means of communication, please ensure **You** have recorded the details of such communication accordingly. Please be aware that any evidence may be requested by **RentGuarantor**.
- 6.3** In the event that communication, under clause 6.2, does not result in the payment of **Rent**, **RentGuarantor**, on behalf of the **Landlord** and as its **Letting Agent**, will commence **Mediation** negotiations with the **Tenant** for the payment of **Rent arrears**. The **Landlord** shall not unreasonably withhold or delay consent to the outcome of such negotiations. During this period, the **Landlord** should continue to engage with the **Tenant** to secure the payment of **Rent**. Communication between the **Landlord** and **RentGuarantor** should be continuous, in cases where one of the parties become successful in obtaining confirmation from the **Tenant** of payment or a payment plan, they shall immediately notify the other party. If the **Tenant** agrees to pay the **Arrears**, a payment plan can be arranged, and the **Claims** process may be paused.
- 6.4** If the **Tenant** agrees to pay the **Arrears** within the first 61 days, a payment plan will be arranged, and the **Claims** process will end.

- 6.5** During an ongoing **Claim**, the **Landlord** must send an **Arrears** breakdown to **RentGuarantor** at the end of each calendar month as it accrues, or where the **Tenant** makes any payment toward **Arrears**, or where requested by **RentGuarantor**.
- 6.6** Where a **Tenant** is in receipt of housing benefit (or housing element of Universal Credit) and falls 61 days or more in to **Rent Arrears**, **RentGuarantor** will request the **Landlord** (if the **Landlord** has not proactively done so) to contact the local authority or Universal Credit to request direct payment of **Rent** and repayment of any **Arrears** and the **Tenant** will agree to any such request.
- 6.7** Where **RentGuarantor** have agreed to become the guarantor on a date later than the date the **Tenancy Agreement** came into effect (meeting the criteria of 4.1.a), there will be a period of 90 days [from the date the Tenancy Agreement came into effect] during which no **Arrears** accrued by the **Tenant(s)** will be covered by this **Guarantee**. If an **Arrears** situation occurs during the first 90 days there must be a period that applies with a zero balance for **Arrears**, before the **Guarantee** comes back into effect.

Claims

- 7.1** Subject to these terms the **Landlord** may formalise a **Claim Request** where the **Tenants' Arrears** total 61 days of **Rent** or more.

Where **Rent Arrears** total more than 61 days', the **Landlord** must notify us using **RentGuarantor's Claim Request** form via email to arrears@rentguarantor.com, within 14 days of such date. Any explanations for a **Tenant deliberately withholding Rent** must be detailed within the claim form. Failure to include all relevant information regarding the **Arrears** may result in delayed payment.

In the event that **Rent** has not been paid within 61 days of it falling due, the **Landlord** assigns to **RentGuarantor** and its agents, any and all permissions, consents, and authorisations required to commence the **Eviction** process of the **Tenant** from the **Property** by whatever means deemed necessary (including **Deed of Surrender**) and to continue with the **Eviction** process until vacant possession of the **Property** is secured.

- 7.2** **RentGuarantor** will assume that the **Rent** is paid monthly unless otherwise stated.

Where **Rent** is paid weekly or fortnightly, then the **Claim Request** shall be made after 8 weeks of **Rent** falling due.

Where **Rent** is paid quarterly, then the **Claim Request** shall be made after 3 months of **Rent** falling due.

Any alternate **Rent** agreements will be reviewed/approved by **RentGuarantor** on an individual basis.

Please note that the **Notification of arrears** is not affected by these terms and should, subject to clause 7, be sent within the first 30 days of any **Arrears** occurring.

- 7.3** Upon completion of a claim, which is resolved by securing vacant possession, the **Landlord/Letting Agent** should initially, where held, use the deposit for any dilapidations caused by the **Tenant**.

Whilst the final **Arrears** settlement made by **RentGuarantor** will deduct the amount held as deposit, **RentGuarantor** will upon formal confirmation of **Deductions** for dilapidations, damages (from **your** recognised Deposit registration scheme) and cleaning make a final balancing payment to the **Landlord/Letting Agent**, up to the value of the deposit **Deduction**.

- 7.4** The **Landlord** must make all reasonable attempts to engage with **RentGuarantor** and provide any supporting documents requested within five working days of a request for information from **RentGuarantor**, failure to do could result in the closing or cancellation of the claim. **RentGuarantor** will not assist in or undertake the **Eviction** of the **Tenant** on any grounds other than the **Non-payment of Rent**. Where the **Landlord** causes delays to the collection of any **Arrears** due to negligence and/or insufficient communication, **RentGuarantor** will not be liable for any financial impact that occurs, i.e. if providing documents takes seven days longer than the approved period, a **Deduction** from any payout equal to seven days **Rent** will apply.
- 7.5** In the event of a **No-show**, **RentGuarantor**'s liability on any claim will be capped at an amount equal to 3 months' **Rent**.
- 7.6** Where a claim is initiated during the contractual **Term**, the full specified limits of indemnity will apply, namely 12 months of missed **Rental** payments or £120,000 whichever is lesser.
- 7.7** **RentGuarantor** will endeavour to pay a sum equivalent to the **Rent** due to the **Landlord** within 21 **Business Days** of the date of receiving a valid **Claim Request**.
- 7.8** The initial **arrears** of 61 days of **Rent** shall be paid by **RentGuarantor** to the **Landlord** upon successful ending of the **Tenancy** (minus any deposit amount taken, until a time that confirmation of deposit **Deductions** is formalised). A **Rent** statement must be provided by the **Landlord** to allow **RentGuarantor** to produce a completion statement.
- 7.9** In the event that the **Landlord's** claim is successful, the final settlement will be offered. If **RentGuarantor** has not received confirmation of acceptance within 21 days of the date on which the final settlement was sent, the claim will become void.

8. Termination

- 8.1** In case the **Landlord** wants to terminate this agreement; it will be required to email **RentGuarantor** the following information:

Your name, guaranteed address, guarantor application number and your contact phone number.

Email us at: info@rentguarantor.com. (Termination requested by post or phone will not be accepted)

- 8.2** Without affecting any other right or remedy available to it, the **Landlord** may terminate this agreement by giving the other party 3 months' written notice.

Terminating the agreement

RentGuarantor's right to terminate this agreement

- 9.1** Without affecting any other right or remedy available to it, **RentGuarantor** may terminate this agreement with immediate effect by giving written notice to the **Landlord** and **Tenant** if:
- a.** The **Tenancy Agreement** is terminated prior to the end of its **Term**.
 - b.** There is a change of **Control** of the **Landlord**.
 - c.** The **Tenancy Agreement** is assigned, novated, or otherwise transferred to another **Landlord**.
 - d.** The **Property** is used for any unlawful or criminal activity.
 - e.** The **Property** is declared uninhabitable by a local authority.

- f. The death of the **Tenant/s** protected by this **Guarantee**. For clarity, on joint occupancy, only the death of all **Tenants guaranteed**, would terminate this agreement.
- g. The **Tenant** fails to take up residency in the **Property** within 90 days of the commencement of the **Tenancy Agreement (No-show)**.
- h. The **Landlord** commits a material breach of any term of these **Conditions** and if such a breach is remediable, fails to remedy that breach within 5 **Business Days** of being notified in writing to do so.
- i. The **Landlord** (or its **Letting Agent**) commits a fraudulent act. The **Landlord** (or its **Letting Agent**) commits an act that is misleading or untrue to claim under the **Rent Guarantee** by false misrepresentation; if a fraudulent act were to occur, **RentGuarantor** may pursue the **Landlord** (or its/their **Letting Agent**) to cover any and all losses, costs, claims, liabilities, damages and/or expenses suffered or incurred as a result.
- j. If any of the information provided to us is untrue or misleading in a material respect when it is made.

Tenant's right to terminate this agreement

- 9.2 Exercising their right to change their mind (Consumer Contracts Regulations 2013). For most products bought online **Tenants** have a legal right to change their mind within 14 days (the "cancellation period") and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms. These rights only apply to the full contract payment, any **Processing fee** charged is non-refundable. Should the **Tenant/s** exercise their right to cancel under the terms, **RentGuarantor** will inform the Landlord in a timely manner.
- 9.3 Should the **Tenant** be eligible for a refund under the Consumer Contracts Regulations 2013 of the price they paid for the **Service**, less the **Processing fee**, which is non-refundable, any refunds will be refunded by the method they used for **Final Payment**.
- 9.4 When **Tenants** do not have the right to change their mind.

Tenants do not have a right to change their mind once the **Guarantee** has been accepted by the **Landlord** and the **Tenancy** has commenced, even if the cancellation period is still running.
- 9.5 Termination or expiry of these **Conditions** shall not affect any rights, remedies, obligations, or liabilities of the parties that have accrued up to the date of termination or expiry in respect of any breach of these **Conditions** which existed at or before the date of termination or expiry.
- 9.6 Any **Claims** Request must be made by the **Landlord** within 14 days of the date of termination of these **Conditions**.
- 9.7 Any provision of these **Conditions** that expressly or by implication is intended to come into or continue in force on or after termination, or expiry of these **Conditions** shall remain in full force and effect.

General

- 10.1 Force majeure. Neither party shall be in breach of these **Conditions** nor liable for delay in performing, or failure to perform, any of its obligations under these **Conditions** if such delay or failure result from events, circumstances or causes beyond its reasonable control.

10.2 Assignment and other dealings:

- a) **RentGuarantor** may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under these **Conditions**.
- b) The **Landlord** shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under these **Conditions** without the prior written consent of **RentGuarantor**.

Entire Agreement

- 11.1** These **conditions** along with the **Tenant Terms and Conditions** constitute the **Whole Agreement** between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations, and understandings between them, whether written or oral, relating to its subject matter.

Each party acknowledges that in entering into these **Conditions** it does not rely on and shall have no remedies in respect of any statement, representation, assurance, or warranty (whether made innocently or negligently) that is not set out in these **Conditions**. Each party agrees that it shall have no **Claim Request** for innocent or negligent misrepresentation or negligent misstatement based on any statement in these **Conditions**. Nothing in this clause shall limit or exclude any liability for fraud.

- 11.2** Variation: Except as set out in these **Conditions**, no variation of these **Conditions** shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

- 11.3** Waiver: A waiver of any right or remedy under these **Conditions** or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under these **Conditions** or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under these **Conditions** or by law shall prevent or restrict the further exercise of that or any other right or remedy.

- 11.4** Severance: If any provision of these **Conditions** is or becomes invalid, illegal, or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal, and enforceable. If such modification is not possible, the relevant provision shall be deemed deleted. Any modification to or deletion of a provision under this clause shall not affect the validity and enforceability of the rest of these **Conditions**.

- 11.5** Notices.

- a. Any notice or other communication given to a party under or in connection with these **Conditions** shall be in writing sent by email to the address specified on the **RentGuarantor** website.
- b. Any notice or communication shall be deemed to have been received;
 - i. Where sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours in the place of receipt resume. In this clause 11.8(b)(iii), business hours mean 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
 - ii. This clause does not apply to the **Service** of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

- 11.6** Third party rights.
- a.** Unless it expressly states otherwise, these **Conditions** do not give rise to any rights under these **Conditions** (*Rights of Third Parties Act 1999*) to enforce any term of these **Conditions**.
 - b.** The rights of the parties to rescind or vary these **Conditions** are not subject to the consent of any other person.
- 11.7** Governing law: These **Conditions**, and any dispute or **Claim Request** (including non-contractual disputes or **Claim request**) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of the jurisdiction in which the **Property** is located.
- 11.8** Jurisdiction: Each party irrevocably agrees that the courts of the jurisdiction in which the **Property** is located shall have exclusive jurisdiction to settle any dispute or **Claim Request** (including non-contractual disputes or **Claim request**) arising out of or in connection with these **Conditions** or its subject matter or formation.
- 11.9** **RentGuarantor** are not liable for business losses. **RentGuarantor** supply the **services** for domestic and private use only. If **you** use the **services** for any commercial, business or re-sale purpose, **RentGuarantor** will have no liability to **you** for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 11.10** No other parties have any rights under this agreement. This agreement is between the **Tenant**, **RentGuarantor** (or where appointed in lines with these terms **RentGuarantor**'s approved third party partners) and (where applicable) the **Landlord**. No other person shall have any rights to enforce any of its terms.
- 11.11** If **RentGuarantor** delay in enforcing this agreement, this may still be enforced at a later date. For example, if **You** miss a payment and we continue to provide our services and/or products, we can still require **You** to make the payment at a later date.
- 11.12** How to tell us about problems. If **You** have any questions or complaints about the **Service**, please contact us. **You** can telephone our customer service team at +44 207 193 4418 or write to us at info@rentguarantor.com.

Confidentiality and Data Protection

- 12.1**
- a.** Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients, or suppliers of the other party, except as permitted by clause 13.1(b).
 - b.** Each party may disclose the other party's confidential information:
 - i)** to its employees, officers, representatives, subcontractors, or advisers who need to know such information for the purposes of carrying out the party's obligations under these **Conditions**. Each party shall ensure that its employees, officers, representatives, subcontractors, or advisers to whom it discloses the other party's confidential information comply with this clause 12.
 - ii)** As may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

c. Neither party shall use the other party's confidential information for any purpose other than to fulfil its obligations under these **Conditions**.

How we use **Your** personal information

We will only use **Your** personal information as set out in our Privacy Policy:

<https://www.rentguarantor.com/privacy>

All parties will comply with all applicable requirements of the **Data Protection Legislation**. This clause is in addition to, and does not relieve, remove, or replace, a party's obligations or rights under the **Data Protection Legislation**. In this clause, Applicable Laws means (for so long as and to the extent that they apply to **RentGuarantor**) the law of the European Union, the law of any member state of the European Union and/or Domestic UK and Gibraltar Law; and Domestic UK and Gibraltar Law means the **Data Protection Legislation** from time to time in force in the UK and Gibraltar and any other law that applies in the UK and Gibraltar.

The parties acknowledge that for the purposes of the **Data Protection Legislation** that **RentGuarantor** is the data **Controller**. **RentGuarantor** may use third party providers to support the review of **Tenant** suitability, these third parties will become joint **Controllers** as defined in **Data Protection Legislation**.

Without prejudice to the generality of this clause 12, **RentGuarantor** shall, in relation to any **Personal data** processed in connection with the performance by **RentGuarantor** of its obligations under these **Conditions**:

- a.** Ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of **Personal data** and against accidental loss or destruction of, or damage to, **Personal data**, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting **Personal Data**, ensuring confidentiality, integrity, availability and resilience of its systems and **Services**, ensuring that availability of and access to **Personal data** can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it).
- b.** Ensure that all personnel who have access to and/or process **Personal data** are obliged to keep the **Personal data** confidential.
- c.** Not transfer any **Personal data** outside of the European Economic Area unless the prior written consent of the **Tenant** and/or **Landlord** has been obtained and the following **conditions** are fulfilled:
 - I.** **RentGuarantor** has provided appropriate safeguards in relation to the transfer.
 - II.** The **Data subject** has enforceable rights and effective legal remedies.
 - III.** **RentGuarantor** complies with its obligations under the **Data Protection Legislation** by providing an adequate level of protection to any **Personal data** that is transferred.
 - IV.** **RentGuarantor** complies with reasonable instructions notified to it in advance by the **Data subject/s** with respect to the processing of the **Personal data**.

Tenant RentGuarantor Agreement.

Contractual terms and **Conditions** between **RentGuarantor** and the **Tenant/s** of the **Property** specified in the **Schedule** of these **Tenant Terms and Conditions**, which together with the **Landlord Terms and Conditions** form the **Whole Agreement**.

Please read these terms carefully before you sign them.

These terms tell **You** who we are, how we will provide the **Service** to **You**, how **You** and we may change or end this agreement, what to do if there is a problem and other important information.

Key Information

What's covered?	<p>RentGuarantor will stand as the Tenant's Guarantor in relation to Rent only, for an initial period that matches the Tenancy Agreement length, and for any agreed renewal period.</p> <p>RentGuarantor agrees to incur any reasonable costs involved during the Term relating to the Eviction of the Tenant from the Property for Non-payment of Rent in line with these Tenant Terms and Conditions and the Whole Agreement</p> <p>The portion of the Tenant(s) Rent or the total Tenancy Rent amount, as listed in the Schedule of these Tenant Terms and Conditions and the Tenancy Agreement.</p>
Who is guaranteed?	<p>This Guarantee applies to the Tenant(s) named in the Schedule and relates only to the Property to which this Guarantee applies, which must match the named Tenant(s) on the Tenancy Agreement.</p>
Who can make a claim?	<p>The Landlord as named on the Guarantee (or its/their Agent) can make a claim for Rent Arrears.</p>
Arrears Notifications	<p>The Tenant/s as named on the Guarantee should proactively inform RentGuarantor at the earliest opportunity to notify of any potential situation where they may find themselves unable to pay the Rent in full and where required will work with the Landlord and RentGuarantor to vacate the Property using a Deed of Surrender, should the Landlord be able to find a new Tenant.</p> <p>RentGuarantor's Service does not pay Rent in advance for Tenants but supports Tenants payment plans should an Arrears situation arise.</p>

Definitions

The following definitions apply in this agreement:

Arrears: Non-payment of Rent by a **Tenant** to a **Landlord** under a **Tenancy Agreement**.

Assignment: Where required, the **Landlord** or the Letting Agent acting for the **Landlord**, assigns all rights in relation to the management and collection of all **Rent Arrears**, **Arrears** chasing and the permission to carry out **evictions** (including by **Deed of Surrender**) to **RentGuarantor** as set out with in these terms.

Business Day: A Day other than a Saturday, Sunday, or public holiday in England, when banks in London are open for business.

Claim Request: A request following the **Notification of Arrears** process, made by the **Landlord**, where the **Tenants' Arrears** total 61 days of **Rent** or more.

Commencement Date: The date the agreement is signed by **RentGuarantor**, or the **Tenant** takes responsibility of the **Property** in line with their signed **Tenancy Agreement**, whichever is later.

Conditions: These terms and conditions as amended from time to time in accordance with clause 8.2.

Control: Has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression change of **control** shall be construed accordingly.

Controller, Processor, Data Subject, Personal Data, Personal Data Breach, Processing, and Appropriate Technical Measures: As defined in the Data Protection Act 2018.

Data Protection Legislation: The UK and Gibraltar **Data Protection Legislation** and any other European Union legislation relating to **Personal Data** and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of **Personal Data** (including, without limitation, the privacy of electronic communications).

Deed of surrender: A legal document signed by **RentGuarantor** (on behalf of the **Letting Agent/Landlord**) and the **Tenant** that allows the early termination of a lease upon the agreement of both **RentGuarantor** and the **Tenant**.

Deduction: Any monies to be taken from **Final Payment** entitlement that are, in line with these terms, to be incurred by the **Landlord**.

Deliberately Withhold (Rent): **Tenants** do not have the right to withhold **Rent** for any reason. If they withhold **Rent** their **Landlord** or **RentGuarantor** may start possession proceedings against them, ultimately putting them at risk of **Eviction**.

Eviction/Eviction Proceedings: the removal of a **Tenant** from the **Property** where they reside, including by **Deed of Surrender**.

Fees: monies due for this agreement and/or from the tenant in respect to costs incurred by **RentGuarantor** for debt collection, legal Expenses, administration, and any accrued interest.

Final Payment (Guarantor fee): The cost of the **Service**, which is charged to the **Tenant** by **RentGuarantor**, upon completion of a successful application.

Guarantee: an undertaking to answer for the payment or performance of another party's debt or **Arrears** in the event of a default by the party primarily responsible for such debt or **Arrears**.

Joint and Several: in the **Tenancy Agreement**, where the **Tenant** is more than one person the **Tenant's** covenants are **Joint and Several**. The expression "**Joint and Several**" means that jointly the **Tenants** are responsible for the payment of all **Rent** and all liabilities falling upon the **Tenants** during the **Tenancy** or any renewal, extension, continuation or statutory periodic **Tenancy** of it as well as any breach of the Agreement, and individually each **Tenant** is responsible for payment of all **Rent** and all liabilities falling upon the **Tenants** as well as any breach of the Agreement until all debts have been discharged in full.

Landlord: The freehold or leasehold owner of the **Property**, named in the **Schedule** as the **Landlord**, or where so appointed contractually the Letting Agent managing the **Property** on the **Landlord's** behalf. Where a Letting Agent is acting as the **Landlord**, they must have a management agreement in place for them to act on the **Landlords** behalf.

Landlord Default: an act or omission by the **Landlord** or failure by the **Landlord** to perform any relevant obligation.

Landlord Terms and Conditions: The separate terms and **Conditions** provided to and signed by the **Landlord** which details their obligations of the **Guarantee**.

Legal Expenses: Any costs incurred by **RentGuarantor** or its insurers regarding the **Eviction** of the **Tenant(s)** for **Non-payment of Rent**.

Letting Agent: a letting agent managing the Property and acting on behalf of the Landlord.

Mediate/Mediation: An alternative to **Eviction**, whereby the **Landlord**, **Tenants(s)** and **RentGuarantor** will work together, led by **RentGuarantor**, to find a suitable alternative to **Eviction** i.e. structured payment plans or **Deed of surrender**.

No-show: Where the **Tenant**, having signed all relevant pre-**Tenancy** paperwork and having paid any pre-tenancy monies (including a month's advance **Rent** and/or deposit) does not take up residency in the **Property** within 90 days of the commencement of the **Tenancy Agreement**.

Non-payment of Rent: The **Tenant(s)** failure to make payment of **Rent** in line with the agreed terms of the **Tenancy Agreement**.

Notification of Arrears: a notification of arrears by the **Landlord**

Notification of Claim: The notification by the **Landlord** to **RentGuarantor**, within the first 14 days of the **Non-payment** or late payment of **Rent** by the **Tenant**, that means the **Tenant** is now in two months or more **arrears**.

Property: The address specified in the **Schedule**, which must match the address listed in the **Tenancy Agreement**.

Processing fee: Where requested, an initial payment taken upon application (covering the cost of the credit check and/or any **RentGuarantor** administration **Services**, which may be deducted from the **Final Payment** at **RentGuarantor's** discretion).

Reference to a Statute or Statutory Provision: Is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.

Rent: The sum payable monthly by the **Tenant** to the **Landlord** under the **Tenancy Agreement**, as stated in the **Schedule**. For the avoidance of doubt, **Rent** does not include any other costs or expenses associated with the **Property**, such as utility bills, television license fees, council tax, interest, or late payment **Fees**. Where clearly listed in the **Tenancy Agreement**, bills can be included in the **Rent** and will be included in this **Guarantee**, the **Guarantee** will not cover any overspending/unfair use charges incurred by the **Tenant**.

RentGuarantor: **RentGuarantor** Limited, a company registered in England and Wales with registration number 07913370 and registered office at 27-28 Eastcastle Street, London W1W 8DH.

RentGuarantor Agreement: The agreements including these '**Tenant terms and conditions**' and the separate '**Tenant Terms & Conditions**', which are made between the **Tenant**, the **Landlord** (or Letting agent on behalf of the **Landlord**) and **RentGuarantor** for the provision of the **Services**.

Schedule: the page of this agreement that provides the details of the **Property**, **Rent**, **Landlord**, **Tenant(s)** and the **Tenancy** start date.

Services: The provision of a **Guarantee** in favour of the **Landlord** to cover the **Non-payment of Rent** by the **Tenant** under the **Tenancy Agreement**, subject to the **Whole Agreement**.

Student Accommodation: means residential accommodation which has been purposely built or converted solely for the purpose of being provided to students.

Tenancy/Tenancy Agreement: The assured shorthold **Tenancy** agreement (England), private residential **Tenancy Agreement** (Scotland), occupation contract (Wales), or any other pre-agreed **Tenancy** contract variation of a term up to 12 months, and made between the **Landlord** and the **Tenant**, pursuant to which the **Landlord** grants the **Tenant property** rights over the **Property**. This **Guarantee** includes any renewal, extension continuation or statutory periodic **tenancy** which arises after the initial term and includes any **rental** increase agreed between the **Landlord** and the **Tenant**, provided the Guarantor is notified of the increase in writing by emailing info@rentguarantor.com

Tenant(s): The person(s) or company named in the **Schedule** as the **Tenant(s)** and listed in the **Tenancy Agreement** and any annexed Deed of **guarantee**.

Tenant Terms and Conditions: These terms are laid out in this document.

Term: The initial period as listed in the **Tenancy Agreement** and where approved by **RentGuarantor** and the **Landlord** any renewals, extensions, continuations, or statutory periodic **Tenancy**, or until the date of termination of the **Tenancy Agreement** (howsoever terminated).

UK and Gibraltar Data Protection Legislation: All applicable data protection and privacy legislation in force from time to time in the UK and Gibraltar including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC); the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426); and the Data Protection Act 2004 of Gibraltar as amended.

Whole Agreement: The **Landlord Terms and Conditions** and the **Tenant Terms and Conditions**.

You / Your: The **Tenant**, **Landlord**, or Letting agent – whichever is named in the subject heading.

Interpretation:

Any words following the terms including, include, in particular, for example or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase, or term preceding those terms.

A reference to writing or written includes email.

Basis of Conditions

- 1.1** Our **Service**, supported by the terms laid out in the **Whole Agreement**, shall come into existence on the date the **Landlord Terms and Conditions** and the **Tenant Terms and Condition** are signed by **RentGuarantor** or the start date of the **Tenancy Agreement**, whichever is later.
- 1.2** Any descriptive matter or advertising issued by **RentGuarantor**, and any descriptions or illustrations contained in **RentGuarantor**'s catalogues, website, or brochures, are issued, or published for the sole purpose of giving an approximate idea of the **Services** described in them. They shall not form part of these **Conditions** or have any contractual force.
- 1.3** The **Whole Agreement** applies to the exclusion of any other terms that the **Landlord** or **Tenant(s)** seeks to impose or incorporate, or which are implied by trade, custom, practice, or the course of dealing.
- 1.4** The **RentGuarantor.com** general website terms and **Conditions** apply and are incorporated into these **Conditions**. Where there is a conflict created between the two terms and **Conditions**, this agreement will take precedent.
- 1.5** Where the **Landlord**, **Tenant(s)** and /or **RentGuarantor** have agreed terms separate (i.e., a **Guarantee** Contract/Deed supplied by the **Landlord**) to this agreement and the two sets of terms create a conflict this agreement will take precedent.

Supply of Services

- 2.1** **RentGuarantor** shall supply the **Services** for the **Term**
- 2.2** **RentGuarantor** shall use reasonable endeavours to meet any performance dates specified in these **terms and conditions**, but any such dates shall be estimates only.

Providing the service

- 3.1** Subject to these terms and the **Landlords** compliance with their separate **Landlord Terms and Conditions**, along with the website terms and **Conditions**, **RentGuarantor** will **Guarantee** the **Tenant's Rent** for the **Term**.
- 3.2** As part of the **Services**, we will:
 - a.** **Guarantee** the **Tenant's Rent** only. Where **RentGuarantor** have provided a **Guarantee** for a reduced **rental** amount for **the Tenant's** personal liability, but the **Tenant** is **Jointly and Severally Liable** with another person(s) under their **Tenancy Agreement**, the **Guarantee** provided by **RentGuarantor** is limited to the proportion of **Rent** the **Tenant** is responsible for which is stated in the **Schedule**.
 - b.** Not **guarantee** any other costs or expenses associated with the **Property**.

- c. Not reimburse any deposit replacement scheme for any payments they are required to make under such deposit replacement scheme's own terms and **Conditions**. For the avoidance of doubt, where the **Tenant** has used a deposit replacement **Service**, any limits covered by that policy for **Rent Arrears** will still be required to be paid to the **Landlord/Letting Agent** and will be deducted from **RentGuarantor's Final Payment** obligations.

Unless a direct agreement has been made with a specific deposit alternative product provider i.e. Reposit or Flatfair: in this situation any **Rent Arrears** would still be claimable under the terms of this agreement, and any alternate costs (i.e. damage, cleaning, lock replacement) would be claimed under the protection provided by the deposit alternative product provider.

- 3.3** You, the **Tenant**, hereby unconditionally and irrevocably agree to Pay **RentGuarantor** Limited any losses, costs, claims, liabilities, damages; and/or expenses suffered or incurred by **RentGuarantor Limited**, arising from **Your** failure to comply with the terms of **Your** obligations under the **Tenancy Agreement** for which we have become a guarantor.
- 3.4** This **Agreement** will remain in force for a maximum of 36 months from the **Tenancy** start date and or until all outstanding **Rent** liabilities accrued within the initial 36 months are discharged in full by the **Tenant**. The initial period of 12-month's is paid for by **You**, should you remain in the property past 12-month's, you acknowledge and understand that annual renewal costs will apply.

Tenant Terms

Tenants' representations, warranties, and obligations

- 4.1** As the **Tenant**, **You** represent and warrant that:
- a. **You** have the right to reside and **Rent** in the UK, as determined by the Right to Rent and The Immigration Act 2016, and any future variations/versions of this act.
 - b. **You** are renting **Your Property** on a **Tenancy Agreement** and not a licence agreement.
 - c. **You** agree that **You** can pay the **Rent** and any other payments due under the **Tenancy Agreement** and **You** anticipate that this will not change during the **Term**.
 - d. In the event **You** are in receipt of Housing Benefit (or a Housing Allowance as part of a Universal Credit payment) or become in receipt during this agreement and fall into **Rent Arrears**, where requested **You** must arrange for the Housing Benefit payment to be made directly to the **Landlord** or Estate Agent from the Local Authority or relevant body, **you** must also not exercise **Your** right to revoke direct payments unless approval is provided in writing by **RentGuarantor** and **Your Landlord**.
 - e. **You** understand that **RentGuarantor** may take an initial nonrefundable **Processing Fee**.
 - f. **You** will pay the **Rent** to **Your Landlord** when due and any other sums due to **Your Landlord** under the **Tenancy Agreement**.
 - g. **You** will not cause any damage or disrepair and take all reasonable steps to prevent any damage or disrepair to the **Property** other than fair and reasonable wear and tear.
 - h. **You** will not **Deliberately Withhold** payments of **Rent** or any other sums due under the **Tenancy Agreement** to **Your Landlord** for any reason.

- i. **You** have not and will not deliberately supply false or misleading information to **RentGuarantor**, **Your Landlord** or **Your** letting agent during the application or **Guarantee** process.
- j. **You** will comply with the provisions of **Your Tenancy Agreement**.
- k. **You** will notify **Your Landlord** and **RentGuarantor** as soon as possible if **You** have a change in **Your** circumstances which makes **You** think **You** may be unable to pay the **Rent** when due and the reasons for this.
- l. Where remaining in the **Property** will lead to further **Rent Arrears**, **You** will, as requested to do so by **RentGuarantor**, sign a **Deed of Surrender** and return the **Property** to the **Landlord**.
- m. **You** are aware that where **RentGuarantor** makes any payments of **Rent** on **Your** behalf **You** will be liable for repayment of these monies and any **Fees** or interest that **RentGuarantor** suffers.
- n. **You** will make **RentGuarantor** and **Your Landlord** aware should **You** wish to replace **RentGuarantor** as **Your** guarantor during **Your Tenancy Agreement**, acknowledging that **Your Landlord** may refuse this request.
- o. **You** understand that where **You** are **Jointly and Severally Liable** for the **Rent** at a **Property**, failure by **You/Your** co-Tenant/s to pay any **Rent** will mean, **You/Your** co-Tenant/s are responsible for paying any missed payments on each other's behalf. Failure for the full **Rent** to be paid as listed in **Your Tenancy Agreement** will mean that **RentGuarantor** will evict all **Tenants** listed in **Your Tenancy Agreement** from the **Property** and may claim any outstanding payments from all **Tenants**.
- p. **You** and all co-Tenants listed on the **Schedule** must have been deemed 'Acceptable' or 'Acceptable with a Guarantor' by a recognised referencing company (which includes **RentGuarantor's** internal referencing).
- q. **You** are aware that in the event of **Non-payment of Rent** that **RentGuarantor** have the right to contact **You** and all **Tenants**, via any logical means, including but not limited to, by Phone, Email, SMS, RCS, via social media and, where details are readily available, at your place of employment and/or education.
- r. **You** must immediately inform **RentGuarantor** should **You** choose to vacate the **Property** before the end of the **Tenancy Agreement** period or **Your** expected termination date.
- s. **You** are aware that **RentGuarantor** will **Guarantee Your** Rental Obligations only. If **You** are jointly and **Severally Liable** with another person(s) under **Your Tenancy Agreement**, the **Guarantee** provided by **RentGuarantor** is limited to the proportion of **Rent** **You** are responsible for which is stated in the **Schedule**. Where no portion/split is stated in the **Schedule** and there are more than one **Tenants** listed on the **Tenancy Agreement**, **RentGuarantor** will only be liable for a portion of **Arrears** equal to the number of **Tenants** we stand **Guarantor** for under this agreement. I.e. if there are two **Tenants** and **RentGuarantor** are guarantor for one **Tenant**, **RentGuarantor** will only be responsible for 50% of any **Arrears** claim.
- t. Should there be a need to change the **Tenant/s** listed on the **Tenancy Agreement** and this changes on who or what, is being **Guaranteed** by this **Service**, that **You** are aware that a new **Tenancy Agreement** and **Guarantee** may be required, and that **You** are aware that this will incur additional charges.

4.2 **Renewal Requirements**

- a. Should **You** enter any renewal, extension, continuation, or statutory periodic **Tenancy** which arises after **Your** initial fixed **Term Tenancy**, or after one year whichever is sooner, and includes or excludes any **Rental** increase agreed between **You** and the **Landlord**, **You** will be required to extend, replace or renew the Guarantor Agreement and pay any due **Fees** prior to any extension. Failure to do so may leave **You** in breach of **your Tenancy Agreement**. It is important to note that **RentGuarantor's** fee is payable on an annual basis, costs may be paid in instalments subject to availability.
- b. Where **You** require **RentGuarantor** to continue accepting the responsibility of being **Your Guarantor** under these terms a renewal fee will apply.
- c. At the point of renewal **RentGuarantor** will contact **You** to arrange payment of the **Guarantor** fee for the new period of **Guarantee**. **You** will be required to set up an instalment plan (Or pay in full up front) for payment of **Your Rent Guarantee Service** to continue beyond the first 12 months, subject to the payment options available to **You** at the point of renewal.

4.3 **A breach of clause 4 may lead to:**

- a. **RentGuarantor** termination these terms without notifying **You**.
- b. **Eviction** proceedings being brought against **You**.
- c. **Your** credit rating and/or ability to **Rent** properties in future being adversely affected.

4.4 **Your right to make changes.**

4.4.1 If **You** wish to make a change to the **Services** **You** have requested, please contact us. We will inform **You** if the change is possible. If so;

- a. **RentGuarantor** will notify **You** about any changes that alter the price of the **Service**, or anything else which would be necessary because of **Your** requested change. We will ask **you** to confirm whether **You** wish to go ahead with the change.
- b. **RentGuarantor** reserves the right to apply an administration charge of up to £75.00 should this be deemed necessary for individual changes or alterations to the **Guarantee**.

4.4.2 The **Guarantee** is non-transferable to an alternative **Tenant** or **Property**

4.4.3 If **RentGuarantor** cannot make the change or the consequences of making the change are unacceptable to **You**, **You** may want to end this agreement. (see clause 6.2 – **Your** right to end this agreement).

Charges

- 5.1 There shall be no charge to the **Landlord** for the provision of the **Services**, **RentGuarantor** shall charge the guarantor fee direct to the **Tenant**.
- 5.2 The cost of the **Service** is relative to the **Rental** amount being **Guaranteed** and will be indicated on the application pages at the time the **Tenant** completes their application.

- 5.3** The **guarantee** will not be binding until **Final Payment** is made, and [this **Guarantee** agreement] the **Whole Agreement** has been signed by and returned to all parties by **RentGuarantor**.
- 5.4** Where paying in instalments is the desired option of the **Tenant**, the **Guarantee** will be binding from when the first payment is received, and the **Whole Agreement** has been signed by and returned to all parties.
- 5.5** **RentGuarantor** provides the **Services** to the **Tenant** in consideration for the **Landlord** granting the **Tenancy Agreement** to the **Tenant**, and in consideration for the **Landlord** accepting this agreement.

Termination

- 5.6** In case the **Tenant** wants to terminate this agreement; it will be required to email **RentGuarantor** the following information:
- Your name, guaranteed address, guarantor application number and Your contact phone number.**
- Email us at: info@rentguarantor.com. (Termination requested by post or phone will not be accepted)
- 5.7** Please be aware that the **Landlord** can freely to choose to no longer require a **Guarantee** should they wish to. Without affecting any other right or remedy available to it, the **Landlord** may terminate this agreement by giving the other party 3 months' written notice.
- 5.8** Where the **Guarantee** is terminated early but is not protected by clause 6.2 no pro-rata refund will be available for part year cover.

Terminating this agreement

RentGuarantor's rights to terminate this agreement.

- 6.1** Without affecting any other right or remedy available to it, **RentGuarantor** may terminate this agreement with immediate effect by giving written notice to the **Landlord** and **Tenant** if:
- a.** The **Tenancy Agreement** is terminated prior to the end of its **Term**.
 - b.** There is a change of **Control** of the **Landlord**.
 - c.** The **Tenancy Agreement** is assigned, novated, or otherwise transferred to another **Landlord**.
 - d.** The **Property** is used for any unlawful or criminal activity.
 - e.** The **Property** is declared uninhabitable by a local authority.
 - f.** The death of the **Tenant/s** protected by this **Guarantee**. For clarity, on joint occupancy, only the death of all **Tenants guaranteed**, would terminate this agreement.
 - g.** The **Tenant** fails to take up residency in the **Property** within 90 days of the commencement of the **Tenancy Agreement (No-show)**.
 - h.** The **Landlord** commits a material breach of any term of these **Conditions** and if such a breach is remediable, fails to remedy that breach within 5 **Business Days** of being notified in writing to do so.

- i. The **Landlord** (or their **Agent**) commits a fraudulent act. The **Landlord** (or its **Agent**) commits an act that is misleading or untrue to claim under the **Rent Guarantee** by false misrepresentation; if a fraudulent act were to occur, **RentGuarantor** may pursue the **Landlord** (or their **Agent**) to cover any and all losses, costs, claims, liabilities, damages and/or expenses suffered or incurred as a result.
- j. If any of the information provided to us is untrue or misleading in a material respect when it is made.

Tenant's Right to terminate this agreement.

- 6.2** Exercising **Your** right to change **Your** mind (Consumer Contracts Regulations 2013). For most products bought online **You** have a legal right to change **Your** mind within 14 days (the "cancellation period") and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms. These rights only apply to the full agreement payment, any **Processing Fee** charged is non-refundable. In the event **You** exercise **Your** right to cancellation, **RentGuarantor** will inform **Your Landlord**.

Should the **Tenant** be eligible for a refund under the Consumer Contracts Regulations 2013 of the price they paid for the **Service**, less the **Processing Fee**, which is non-refundable, any refund will be refunded by the method they used for **Final Payment**.

- 6.3** When **You** don't have the right to change **Your** mind. **You** do not have a right to change **Your** mind once the **Guarantee** has been accepted by the **Landlord** and the **Tenancy** has commenced, even if the cancellation period is still running.
- 6.4** We will make any refunds due as soon as possible, once we have confirmed that there is no outstanding liability under this **Guarantee**. Refunds shall be made using the original payment method used by the **Tenant**.

Consequences of termination

- 6.5** Termination or expiry of these **Conditions** shall not affect any rights, remedies, obligations, or liabilities of the parties that have accrued up to the date of termination or expiry in respect of any breach of these **Conditions** which existed at or before the date of termination or expiry.
- 6.6** Any provision of these **Conditions** that expressly or by implication is intended to come into or continue in force on or after termination, or expiry of these **Conditions** shall remain in full force and effect.

General

- 7.1** Force majeure. Neither party shall be in breach of these **Conditions** nor liable for delay in performing, or failure to perform, any of its obligations under these **Conditions** if such delay or failure result from events, circumstances or causes beyond its reasonable **Control**.
- a. **Assignment** and other dealings:
 - b. **RentGuarantor** may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or dela in any other manner with any or all of its rights and obligations under these **conditions**

- c. The **Landlord** shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under these **Conditions** without the prior written consent of **RentGuarantor**.

Entire agreement

- 8.1** Variation: Except as set out in these **Conditions**, no variation of these **Conditions** shall be effective unless it is **in writing and signed by the parties** (or their authorised representatives).
- 8.2** Waiver: A waiver of any right or remedy under these **Conditions** or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under these **Conditions** or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under these **Conditions** or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 8.3** Severance: If any provision of these **Conditions** is or becomes invalid, illegal, or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal, and enforceable. If such modification is not possible, the relevant provision shall be deemed deleted. Any modification to or deletion of a provision under this clause shall not affect the validity and enforceability of the rest of these **Conditions**.
- 8.4** Notices.
- a. Any notice or other communication given to a party under or in connection with these **Conditions** shall be in writing and sent by email to the address specified on the **RentGuarantor** website.
 - b. Any notice or communication shall be deemed to have been received;
 - i. Where sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours in the place of receipt resume. In this clause 11.8(b)(iii), business hours mean 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
 - ii. This clause does not apply to the **Service** of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.
- 8.5** Third party rights.
- a. Unless it expressly states otherwise, these **Conditions** do not give rise to any rights under these **Conditions** (*Rights of Third Parties Act 1999*) to enforce any term of these **Conditions**.
 - b. The rights of the parties to rescind or vary these **Conditions** are not subject to the consent of any other person.
- 8.6** Governing law: These **Conditions**, and any dispute or **Claim Request** (including non-contractual disputes or **Claim Request**) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of the jurisdiction in which the **Property** is located.

- 8.7** Jurisdiction: Each party irrevocably agrees that the courts of the jurisdiction in which the **Property** is located shall have exclusive jurisdiction to settle any dispute or **Claim Request** (including non-contractual disputes or **Claim request**) arising out of or in connection with these **conditions** or its subject matter or formation.
- 8.8** **RentGuarantor** are not liable for business losses. **RentGuarantor** supply the **Services** for domestic and private use only. If **You** use the **Services** for any commercial, business or re-sale purpose, **RentGuarantor** will have no liability to **You** for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 8.9** No other parties have any rights under this agreement. This agreement is between the **Tenant, RentGuarantor** and (where applicable) the **Landlord**. No other person shall have any right to enforce any of its terms.
- 8.10** If **RentGuarantor** delays in enforcing this agreement, this may still be enforced at a later date. For example, if **you** miss a payment and we continue to provide our service and/or products, we can still require **You** to make the payment at a later date.
- 8.11** How to tell us about problems. If **you** have any questions or complaints about the **service**, please contact us. **You** can telephone our customer **service** team at +44 207 193 4418 or write to us at info@rentguarantor.com.

Confidentiality and Data Protection

- 9.1** **A.** Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients, or suppliers of the other party, except as permitted by clause 13.1(b).
- B.** Each party may disclose the other party's confidential information:
- i)** to its employees, officers, representatives, subcontractors, or advisers who need to know such information for the purposes of carrying out the party's obligations under these **conditions**. Each party shall ensure that its employees, officers, representatives, subcontractors, or advisers to whom it discloses the other party's confidential information comply with this clause 13.
 - ii)** As may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- C.** Neither party shall use the other party's confidential information for any purpose other than to fulfil its obligations under these **conditions**.

9.2 How we use your personal information

We will only use **your** personal information as set out in our Privacy Policy:

<https://www.rentguarantor.com/privacy>

All parties will comply with all applicable requirements of the **Data Protection Legislation**. This clause is in addition to, and does not relieve, remove, or replace, a party's obligations or rights under the **Data Protection Legislation**. In this clause, Applicable Laws means (for so long as and to the extent that they apply to **RentGuarantor**) the law of the European Union, the law of any member state of the European Union and/or Domestic UK and Gibraltar Law; and Domestic UK and Gibraltar Law means the **Data Protection Legislation** from time to time in force in the UK and Gibraltar and any other law that applies in the UK and Gibraltar.

The parties acknowledge that for the purposes of the **Data Protection Legislation** that **RentGuarantor** is the data **Controller**. **RentGuarantor** may use third party providers to support the review of **Tenant** suitability, these third parties will become joint **controllers** as defined in **Data Protection Legislation**.

Without prejudice to the generality of this clause 9, **RentGuarantor** shall, in relation to any **Personal Data** processed in connection with the performance by **RentGuarantor** of its obligations under these **Conditions**:

- a. Ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of **Personal Data** and against accidental loss or destruction of, or damage to, **Personal Data**, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting **Personal Data**, ensuring confidentiality, integrity, availability and resilience of its systems and **Services**, ensuring that availability of and access to **Personal Data** can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it).
- b. Ensure that all personnel who have access to and/or process **Personal Data** are obliged to keep the **personal data** confidential.
- c. Not transfer any **Personal Data** outside of the European Economic Area unless the prior written consent of the **Tenant** and/or **Landlord** has been obtained and the following **Conditions** are fulfilled:
 - I. **RentGuarantor** has provided appropriate safeguards in relation to the transfer.
 - II. The **data subject** has enforceable rights and effective legal remedies.
 - III. **RentGuarantor** complies with its obligations under the **Data Protection Legislation** by providing an adequate level of protection to any **Personal Data** that is transferred.
 - IV. **RentGuarantor** complies with reasonable instructions notified to it in advance by the **Data Subject/s** with respect to the **Processing** of the **Personal Data**.

Schedule

Please fill out the following form and sign your agreement to the Terms & Conditions below.

RentGuarantor Application Number:	
Property:	
Landlord name and address:	
Tenant name and address:	
Commencement date of Tenancy Agreement	
Your Portion of the monthly Rent in GBP covered by the guarantee:	

By Signing this **Agreement**, I acknowledge that I have read and understand the **terms** and **conditions**.

**Signed for and on behalf of
RentGuarantor Limited:**

Date:

Signed by: Agent/Landlord

**Name:
Date:**

Signed by the Tenant:

**Name:
Date:**

Personal Guarantee

Guarantee Contract

This agreement is dated:

Parties:

1) RentGuarantor Limited (The Guarantor) of 27-28 Eastcastle Street, London W1W 8DH

2) The Tenant) of

Background

A) The Tenant enters into a Guarantee Contract with RentGuarantor Limited Contract Number for

B) The Guarantor has agreed to guarantee the Tenant's rent for the term of the Guarantee Contract

Agreed Terms

In consideration for entering into the Guarantee Contract, the Tenant hereby unconditionally and irrevocably agrees to pay RentGuarantor Limited any losses, costs, claims, liabilities, damages, demands & expenses suffered or incurred by RentGuarantor arising from the failure of the Tenant to comply with the terms of their Tenancy Agreement.

Signed by the Tenant:

Name:

Date: