

# RentGuarantor Agreement.

## Contractual terms and conditions.

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.

### Key Product Information

What's covered?	<p><b>RentGuarantor</b> will stand as the <b>tenant's guarantor</b> in relation to <b>rent arrears</b> only.</p> <p><b>RentGuarantor</b> agree to incur any reasonable costs involved during the <b>agreed period</b> relating to the eviction of the tenant from the <b>property</b> for non-payment of <b>rent</b>.</p>
Who's guaranteed?	This guarantee applies to the <b>Tenant(s)</b> named in the schedule and relates only to the <b>property</b> to which this guarantee applies.
Who can make a claim?	The <b>landlord</b> as named on the guarantee (or their <b>agent</b> ) can make a claim for <b>rent arrears</b> , following the required <b>terms</b> .

## RentGuarantor Agreement

### 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 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 at clause 8.1.

**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 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 12.2.

**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 parties.

**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.

**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.

**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.

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

**No-show:** Where the Tenant does not take up residency in the Property within 90 days of the commencement of the Tenancy Agreement.

**Notification of Arrears:** a notification of arrears by the Landlord pursuant to clause 7.

**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.

**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 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.

**Renewal:** An option to renew the Guarantee for existing Tenants providing that the previous 12 months of tenancy has been satisfactory (at the sole discretion of RentGuarantor). Where renewals have been completed the Guarantee provided under a renewal agreement will last for 12 months from the date of Renewal.

**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 licence 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 overspend charges incurred by the Tenant.

**RentGuarantor:** RentGuarantor Limited, a company registered in England and Wales with registration number is 07913370 and registered office at Finsgate, 5-7 Cranwood Street, London, England, EC1V 9EE.

**RentGuarantor Agreement:** This agreement, which is made between the **Tenant**, the **Landlord** (or **Letting agent** on behalf of the **Landlord**) and **RentGuarantor** for the provision of the Services.

**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 these terms and Conditions.

**Severally liable:** For two or more **tenants**, the joint and several liability for all obligations owed under the Tenancy Agreement. This means that **RentGuarantor**/the **Landlord** can pursue all or any one of the **tenants** in order to obtain overdue payment of **Rent**.

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

**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.

**Tenant(s)**: The person(s) named in the Schedule as the **tenant(s)**.

**Term**: 12 months from the date of commencement of the **Tenancy Agreement** or if shorter, until the date of determination of the **Tenancy Agreement** (howsoever determined).

**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.

**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.

## **1. Basis of Conditions**

- 1.1** These **terms and conditions** shall come into existence on the date they are signed by **RentGuarantor**.
- 1.2** Any descriptive matter or advertising issues by **RentGuarantor**, and any descriptions or illustrations contained in **RentGuarantor's** catalogues, website, or brochures, are issues 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** These **terms and conditions** apply 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 these two **terms**, 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 supplied by the Landlord) to this agreement and the two sets of **terms** create a conflict these contractual terms will take precedent.

## **2. Supply of Services**

- 2.1** **What these terms cover.** These are the **terms and conditions** on which we will guarantee the **Tenant's** rental obligations under the **Tenancy Agreement**. The **terms** and **conditions** on the RentGuarantor.com website also apply, these can be found using the following link: <https://www.rentguarantor.com/terms-and-conditions>.

- 2.2** RentGuarantor shall supply the **Services** for the **Term** of 12 months from the **commencement date**.
- 2.3** RentGuarantor shall use all reasonable endeavours to meet any performance dates specified in these **terms and conditions**, but any such dates shall be estimates only.

## Tenant Terms

The following terms relate specifically to the Tenant(s):

### **3. Tenants' representations, warranties, and obligations**

#### **3.1 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** are able to 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 contract 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.
- e.** You understand that RentGuarantor may take an initial **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** make any payments of **Rent** on your behalf that **you** will be liable for repayment of these monies and any **fees** or interest that **RentGuarantor** suffer.
- n.** **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 on your **Tenancy Agreement** from the **Property** and may claim any outstanding payments from all **Tenants**.
- o.** **You** and all co-tenants listed on your **Tenancy Agreement** must have been referenced by a recognised referencing company and have received a 'pass' or 'Acceptable with Guarantor' result. Applying for this guarantee with the knowledge that a co-tenant has failed referencing will lead to the voiding of any cover provided.
- p.** **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.
- q.** **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.
- r.** **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.

### **3.2 A breach of clause 3.1 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. Providing the service**

**4.1** Subject to these **terms** and the **Tenant's** compliance with clause 3, along with the website terms and conditions, **RentGuarantor** will guarantee the **Tenant's Rent** for the **Term**.

**4.2** 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 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 requested to be paid to the **Landlord**/Letting Agent and will be deducted from **RentGuarantor's Final Payment** obligations.

**4.3** Should the **Landlord** make a **Claim Request** and we pay the **Landlord** any sum, in respect of arrears of **Rent**, the **Tenant** will reimburse that sum to **RentGuarantor** within 30 days of us requesting reimbursement, subject to any mutually agreed payment plans.

**4.4** Should the **Tenant** fail to reimburse **RentGuarantor** in accordance with clause 4.3, interest will accrue on the sums owed at the rate of 6% per annum, over the Bank of England base rate, calculated daily from the due date until payment.

**4.5** **You**, the **Tenant**, hereby unconditionally and irrevocably agree to Pay **RentGuarantor** Limited any losses, costs, claims, liabilities, damages, and expenses suffered or incurred by **RentGuarantor Limited**, arising from **your (the Tenant(s))** failure to comply with the **terms** of **your** obligations under the **Tenancy Agreement** for which we have become a guarantor for.

**4.6** This **agreement** will remain in force for the **Term** of the **Tenancy Agreement** and or until all outstanding rent liabilities are discharged in full by the **Tenant**.

**4.7** At the end of this guarantee, if **you** wish to obtain another guarantee for your new/existing **Tenancy Agreement**, **you** must complete a new application on our website.

## **5. Your rights to make changes**

**5.1** 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 as a result of **your** requested change. We will ask **you** to confirm whether **you** wish to go ahead with the change.
- b. **RentGuarantor** reserve the right to charge a fee for completing such changes, which will never be more than £75.

**5.2** The guarantee is non transferrable to an alternative Tenant or Property.

**5.3** If **RentGuarantor** cannot make the change or the consequences of making the change are unacceptable to **you**, **you** may want to end the contract (see clause 10 – your rights to end the contract).



## Landlord Terms

The following terms relate specifically to the Landlord:

### 6. Landlord representations, warranties, and obligations

#### 6.1 The Landlord shall:

- a. 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.
- b. Ensure that the deposit taken from the **Tenant** complies with the regulation set out by 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** solutions, the above **term** applies but the requirement for a minimum deposit will be set at £250.

- c. Ensure that all claims for arrears are notified and/or managed within the time required by **RentGuarantor**, as stipulated within clause 7.1.
- d. 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>.

- e. Co-operate with **RentGuarantor** in all matters relating to the **Services**.
- f. Provide **RentGuarantor** with such information and materials as **RentGuarantor** may reasonably require in order 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).
- g. Comply with all applicable laws, including all relevant **Property** and housing laws.
- h. Comply with the provisions of these **conditions**, and in particular, the provisions of this clause 6.1.
- i. Inform **RentGuarantor** should the **Tenant** not take up residency in the **Property** in line with the '**No-show**' terms highlighted in definitions.
- j. In the event of arrears, where the tenant is in receipt of Housing Benefit (or Housing Allowance as part of a Universal Credit award)



- I. Agree to collect 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, where they have been requested to do so by **RentGuarantor** in the event of arrears.
- II. 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**.
- k. Where presented with the option of a **Deed of Surrender** by **RentGuarantor** on behalf of the **Tenant**, accept the deed 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**.
- l. Allow **RentGuarantor** to enforce clause 3.1(n) regarding tenants joint and several liability for rent payment, understanding that **RentGuarantor** cannot arrange eviction for one Tenant in a joint Tenancy Agreement, but will need to arrange eviction for all Tenants listed on the **Tenancy Agreement**.
- m. Ensure that **you** hold next of kin and emergency contact details for all **Tenants** listed on the **Tenancy Agreement**.
- n. In lines with term 3.1(r) you the **Landlord** understand that where **RentGuarantor** are only guaranteeing one Tenant under a jointly and severally liable contract, **RentGuarantor** will only be liable for payment of the individual **Rent** obligation.

For the avoidance of doubt, for example, where two **Tenants** are listed on a standard Assured Shorthold Tenancy, **RentGuarantor** will be liable for a maximum of ½ of the total rent amount. Please be aware that if you have a standard AST on a property and have not included individual room rents in the agreement, the total rent must be two months in arrears before any eviction proceedings could be considered. Please refer to page 3 for further definition.

**RentGuarantor** therefore require that the **Property** be let on the correct type of agreement for eviction cover to be included. If you, the **Landlord** rents a **property** on individual rent splits without using the correct legal agreement, **RentGuarantor** will be unable able to evict the **Tenant** from the **Property** and will not be liable for any legal costs incurred. If you require support on what agreement should be in place, please seek advice before signing this agreement.

- 6.2** If **RentGuarantor**'s performance of any of its obligations under these **conditions** is prevented or delayed by any act or omission by the **Landlord**, or the failure by the **Landlord** to perform any relevant obligation:

- 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 leads to further costs, **RentGuarantor** shall not be liable for any costs or losses sustained or incurred.
- c. Any costs or losses (including those detailed at 6.2(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**.

**NB:** Please be aware that **RentGuarantor Holdings** and **RentGuarantor Ltd** cannot be credit checked for each individual application. As a public listed company our financial details are available, please ensure those financial records will meet the requirements of your own referencing policy.

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

- The request for such information being made in forms which require personal information of an individual and not that of a limited company.
- The potential for many such requests to have an adverse effect on the company's good standing.

However, our team are available by arrangement to answer any questions that you may have.

## Claims

### 7. Rent Arrears

- 7.1** In the event that the **Tenant** fails to pay **Rent**, or respond to failed payment notifications, the **Landlord** must notify **RentGuarantor** as soon as possible, but no later than 30 Days from the first missed payment, via our '**Notification of Arrears**' form.

*Failure to notify us within a timely manner may make the contract between the **Landlord** and **RentGuarantor**, void.*

- 7.2** The **Landlord** must make all reasonable attempts to engage with the **Tenant** to procure the payment of **Rent** and must provide **RentGuarantor** with copies or any such correspondence. As a minimum, **Landlords** must contact the **Tenant** twice in the initial 5-day period following any occurrence of non-payment of **Rent**. Where call or text are used as a means of communication, please ensure you have recorded the details of these accordingly. Please be aware that any evidence may be requested by **RentGuarantor**.
- 7.3** In the event that correspondence, under clause 7.2, does not lead to the payment of **Rent**, **RentGuarantor**, on behalf of the **Landlord** and as its agent, will commence 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 attempt to engage with the **Tenant** to procure 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.

- 7.4** 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.
- 7.5** During an ongoing claim, the **Landlord** must send an arrears breakdown at the end of each calendar month as it accrues, or where the tenant makes any payment toward arrears, or where requested by **RentGuarantor**.
- 7.6** 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** 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.

## **8. Claim Requests**

- 8.1** Subject to clauses 7.1, 7.2 and 4.2; 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' arrears, the **Landlord** must notify us using **RentGuarantor's Claim Request** form, within 14 days. 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.

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

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

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

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

*Please note: the **Notification of arrears** is not affected by these **terms** and should, subject to clause 7, still be sent within the first 14 days of any arrears occurring.*

- 8.3** Upon completion of a claim, that is resolved by securing vacant possession, the **Landlord**/letting agent should where held, use the deposit for any dilapidations caused by the **Tenant**. Any final settling payment made by **RentGuarantor** will take into considerations and deductions made from the deposit or dilapidations.

- 8.4** **RentGuarantor** will not assist in or undertake the eviction of the **Tenant** on any grounds other than the non-payment of **Rent**.
- 8.5** In the event of a **no-show**, **RentGuarantor**'s liability on any claim will be capped at 3 months' **Rent**.
- 8.6** Where a claim is initiated during the initial tenancy **Term**, the full **specified limits** of indemnity will apply, namely 12 months of missed rental payments or £25,000 whichever is lesser. In the event **Rent** arrears continue past the final date of the initial tenancy **Term**, **RentGuarantor** will limit payment for arrears to a date equal to 6 months post the initial tenancy end date.
- 8.7** **RentGuarantor** will endeavour to pay a sum equivalent to the **Rent** due to the **Landlord** within 21 Business Days of receiving a valid **Claim Request**.
- 8.8** The initial arrears of 61 days of **Rent** shall be paid by **RentGuarantor** to the **Landlord** upon successful ending of the **Tenancy**. A **Rent** statement must be provided by the **Landlord** to allow **RentGuarantor** to produce a completion statement.
- 8.9** In the event that the **Landlord's** claim is successful, the final settlement will be offered. If **RentGuarantor** have not received confirmation of acceptance within 21 days of it being sent, the claim will become void.

## Tenant(s) and Landlord Terms

The following terms relate to both **Tenant(s)** and **Landlord**:

### 9. Charges

- 9.1** There shall be no charge to the **Landlord** for the provision of the **Services**, **RentGuarantor** shall charge the guarantor fee direct to the **Tenant**.
- 9.2** 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.
- 9.3** The guarantee will not be binding until final payment is made, and this guarantee agreement has been countersigned and returned to both parties by **RentGuarantor**.
- 9.4** Where paying in instalments are the desired option of the **Tenant**, the guarantee will be binding from when the first payment is received, and the agreement has been countersigned and returned to both parties.
- 9.5** **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.
- 9.6** **RentGuarantor** reserves the right to apply an administration charge of £75.00 to the **Tenant** should this be deemed necessary for changes or alterations to the guarantee.

### Termination

- 9.7 Should the **Tenant** want to end the contract; they would need to contact **RentGuarantor** using the following information:

**Your name, home address, details of the guarantee and, where available, your phone number and email address;**

Email us at: [info@rentguarantor.com](mailto:info@rentguarantor.com).

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

## Ending the Contract

### 10 RentGuarantor's rights to end the contract

- 10.1 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 end this contract.
  - 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 costs 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 end the contract

- 10.2.1 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 contract payment, any **processing fee** charged is non-refundable.

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.

**10.2.2** 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.

**10.2.3** We will make any refunds due as soon as possible, once we have confirmed that there is no outstanding liability on this guarantee. Refunds shall be made using the original payment method used by the **Tenant**. If the **Tenant** is exercising their right to change their mind, then the refund will be made within 14 days of the **Tenant** telling us they have changed their mind.

### **Consequences of termination**

**10.3** 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.

**10.4** Any **Claims Request** must be made by the **Landlord** within 14 days of the termination of these **conditions**.

**10.5** 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.

## **11. General**

**11.1** 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.

**11.2** 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**.

## **12 Entire agreement**

**12.1** These **conditions** constitute the entire 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.

- 12.2** 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).
- 12.3** 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.
- 12.4** Severance: If any provision or part-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 or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of these **conditions**.
- 12.5** 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 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.
- 12.6** Third party rights.
- a.** Unless it expressly states otherwise, these **conditions** does 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.
- 12.7** 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.



- 12.8** 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.
- 12.9** **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.
- 12.10** We may transfer this agreement to someone else. We may transfer our rights and obligations under these **terms** to another organisation. We will always tell **you** in writing, giving 28 days' notice (Unless not practical) if this happens and we will ensure that the transfer will not affect your rights under the contract.
- 12.11** **You** need our consent to transfer your rights to someone else. **You** may only transfer your rights or your obligations under these **terms** to another person if we agree to this in writing.
- 12.12** No other parties have any rights under this contract. This contract is between the **Tenant**, **RentGuarantor** and (where applicable) the **Landlord**. No other person shall have any rights to enforce any of its **terms**.
- 12.13** If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 12.14** If **RentGuarantor** delay in enforcing this contract, this may still be enforced at a later date. For example, if **you** miss a payment and we do not chase **you**, but we continue to provide the products, we can still require **you** to make the payment at a later date.
- 12.15** These **terms** are governed by the law of the jurisdiction where the **Property** is located. **You** or we agree that **you** or we can bring legal proceedings in respect of the services in the courts of the jurisdiction in which the **Property** is located.
- 12.16** 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](mailto:info@rentguarantor.com).

### **13. Confidentiality and Data Protection**

- 13.1** 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 perform its obligations under these **conditions**.

### 13.2 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 clause 13, **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.

SAMPLE