



66 Ashby Road • Loughborough • LE11 3AE
phone 01509 552814 • mobile 07769 684800 • email andrew@andrewchell.com
www.andrewchell.com

20th day of October 2020

Sally [REDACTED]
[REDACTED]
Milton Keynes
[REDACTED]

GUARANTOR AGREEMENT: 134 Leopold Street, Loughborough, LE11 5DW

Dear Sally,

I would like to introduce myself as Loughborough’s premier provider of Student Accommodation.

Jonathan [REDACTED] [REDACTED] has agreed to enter into an Assured Shorthold Tenancy in respect of the above Property for a fixed term tenancy of 52 weeks commencing on 1st of July 2021.

I request that a guarantee is provided for Jonathan and accordingly, I have attached a Guarantor Agreement where the Guarantor’s liability is limited to Jonathan’s individual share of the Rent for the Property.

The Guarantor Agreement will create a binding legal contract and it assumes the Guarantor, who can be any person over 18 years of age, has read and understood the Guarantor Agreement and the Tenancy Agreement. If the Guarantor does not fully understand the nature of both agreements, then it is recommended that independent legal advice is taken before signing.

When you are satisfied that everything is in order please e-sign the Guarantor Agreement when invited to do so; once signed, a PDF of the completed Guarantor Agreement will be sent by email.

Please do not hesitate to contact me if you have any queries.

Yours sincerely,

[REDACTED]

Andrew Chell

GUARANTOR AGREEMENT

For letting a furnished dwelling house

134 Leopold Street, Loughborough, LE11 5DW

This Guarantor Agreement creates a binding legal contract where the Guarantor's liability is limited to the Tenant's individual share of the Rent. It assumes the Guarantor has read and understood this Guarantor Agreement and the Tenancy Agreement. If the Guarantor does not fully understand the nature of both agreements, then it is recommended that independent legal advice is taken before signing.

THIS GUARANTOR AGREEMENT is made on: 20th day of October 2020

BETWEEN the Guarantor (hereinafter referred to as 'the Guarantor' of the one part)

Guarantor: Sally [REDACTED], [REDACTED], Milton Keynes, [REDACTED]

Phone: +44 [REDACTED] Email: [REDACTED]@btinternet.com

AND the Landlord (hereinafter referred to as 'the Landlord' of the other part)

Landlord: Andrew [REDACTED], [REDACTED], [REDACTED], Seagrave, Loughborough, [REDACTED]

Phone: +44 [REDACTED] Email: [REDACTED]@andrewchell.com

BACKGROUND

1. In consideration of the Landlord agreeing to allow Jonathan [REDACTED] [REDACTED] ('the Tenant') to reside at 134 Leopold Street, Loughborough, LE11 5DW ('the Property') upon the terms and conditions of the Assured Shorthold Tenancy Agreement commencing on the 1st of July 2021 ('the Tenancy Agreement') the Guarantor agrees to guarantee to the Landlord the payment of the Rent payable under the Tenancy Agreement and the performance and observance by the Tenant of the terms and provisions of the Tenancy Agreement.
2. The expression 'the Tenancy Agreement' shall where the context so admits include and extend to any new or further Tenancy Agreement with the Tenant at the Property.
3. All references to the Landlord herein shall be deemed to include the Landlord's Agent or any person authorised to act on the Landlord's behalf.

GUARANTEE AND INDEMNITY

4. The Guarantor guarantees to the Landlord that the Tenant shall:
 - 4.1. pay the Rent payable under the Tenancy Agreement; and
 - 4.2. observe and perform the Tenant obligations contained in the Tenancy Agreement.
5. The Guarantor guarantees that if the Tenant fails to pay the Rent due under the Tenancy Agreement or observe or perform any of the Tenant obligations contained in the Tenancy Agreement, the Guarantor shall pay or observe and perform them.
6. The Guarantor covenants with the Landlord as a separate and independent primary obligation to indemnify the Landlord against any failure by the Tenant to pay the Rent due under the Tenancy Agreement or any failure to observe or perform any of the Tenant obligations of the Tenancy Agreement.
7. The liability of the Guarantor shall not be affected by:
 - 7.1. any time or indulgence granted by the Landlord to the Tenant; or
 - 7.2. any delay or forbearance by the Landlord in enforcing the payment of the Rent due under the Tenancy Agreement or the observance or performance of any of the Tenant obligations of the Tenancy Agreement or in making any demand in respect of them; or
 - 7.3. the Landlord exercising any right or remedy against the Tenant for any failure to pay the Rent due under the Tenancy Agreement or any failure to observe or perform the Tenant obligations of the Tenancy Agreement; or
 - 7.4. the Landlord taking any action or refraining from taking any action in connection with any deposit paid by the Tenant; or
 - 7.5. the Tenant dying or becoming incapable of managing their affairs.

Limit of Liability

8. The Guarantor's liability under this Guarantor Agreement extends to all of the Tenant obligations under the Tenancy Agreement save that the Guarantor's liability in respect of the Rent payable under the Tenancy Agreement shall be limited to the Tenant's contribution to the total Rent payable for the whole of the Property. This sum shall be calculated by dividing the total Rent payable for the whole of the Property equally between the number of Tenants and other persons liable as Tenants to pay the Rent.

Continuance of Guarantee

9. This Guarantee shall continue in full force and effect despite any variation or alteration to the terms or provisions of the Tenancy Agreement with or without the consent of the Guarantor including any increase in the amount of rent payable in respect of the Property by the Tenant and this Guarantee shall extend to any new or further agreement entered into between the Landlord and the Tenant irrespective of the amount of the rent payable in respect thereof or the terms and provisions thereof.
10. This Guarantee shall extend to any extension of the Tenancy Agreement or to any statutory periodic tenancy which may arise under the Housing Act 1988 on the expiry of the tenancy granted by the Tenancy Agreement or on the expiry of any new or further tenancy of the Property to which the Tenant is a party.
11. The liability of the Guarantor under clauses 4, 5 and 6 of this Guarantor Agreement shall continue until the Tenancy Agreement comes to an end and the Tenant is released from the Tenant obligations contained in the Tenancy Agreement.

NOTICES

12. Any notice or demand sent to the Guarantor under or in connection with this Guarantor Agreement shall be deemed to have been properly served if sent by first class post to or left at the Guarantor's address stated in the Parties clause or sent to the Guarantor's e-mail address stated in the Parties clause.

Applicable law

13. This Guarantor Agreement shall be governed by and construed in accordance with English Law and the Parties irrevocably submit to the exclusive jurisdiction of the English Courts.

Acting Agent Authority

14. The Landlord hereby declares that the Acting Agent as detailed below is duly authorised to act and execute this document for and on behalf of the Landlord.

Acting Agent Name: Andrew Chell Address: 66 Ashby Road, Loughborough, LE11 3AE Mobile: +44 (0)7769 684800 Email: andrew@andrewchell.com

Having read and understood the terms of this Guarantor Agreement and the Tenancy Agreement and in consideration of the mutual agreements and undertakings the Parties hereto have granted the rights and accepted the obligations set out above.

We hereby agree the foregoing

Sally [REDACTED] of [REDACTED], Milton Keynes, [REDACTED]

[REDACTED]

21st of October 2020 07:52:55 GTC

Signed by the Landlord's Agent:

Andrew Chell

Andrew Chell

Andrew Chell

Andrew Chell

4th of [REDACTED] 2:56 GTC

4th of November 2020 08:43:02 GTC

Andrew Chell [REDACTED]
[REDACTED]

Audit Trail

Document ID: GT5F8F1642AEE7653539691603212866

Status: Guarantor Signed

Note: All times are in UTC/GMT

October 20,
2020

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- 16:54:49 Document viewed by Sally [REDACTED]
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- 16:58:02 Document viewed by Sally [REDACTED]
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- 18:41:40 Document viewed by Andrew Chell
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ip: 94.11.27.167

October 21,
2020

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- 07:52:56 Document Signed by Sally [REDACTED]
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October 29,
2020

- 12:52:41 Document viewed by Andrew Chell
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November 3,
2020

- 16:57:23 Document viewed by Andrew Chell
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November 3,
2020

- 08:42:00 Document viewed by Andrew Chell
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