

RentGuarantor Agreement

Contractual **Terms** and **Conditions** between **RentGuarantor**, the **Tenant** and the **Landlord/Letting Agent** (of the **Property**) specified in the **Schedule** of these Terms, 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.

Please read these terms carefully before you sign them.

Key Information (subject to the Terms and Conditions within this **Agreement**)

What's covered?	This Guarantee covers (i) Rent or Arrears up to £120,000 or (ii) the equivalent of 12 months' Rent or Arrears , whichever limit is reached first, and the equivalent of two month's Rent to cover Damage or loss , and/or Cleaning costs
Who is Guaranteed?	The Tenant named in the Schedule
Who can make a claim?	The Landlord named in the Schedule or their Letting Agent .
Arrears Notifications	RentGuarantor should be notified by the Landlord /Letting Agent promptly and at the earliest opportunity upon any Arrears occurring. This must never be later than 45 days after Arrears occurring., and again within 14 days of the Tenant(s) falling to 92 days of Arrears .
Will a Tenant be evicted if Arrears happen?	After RentGuarantor are notified of Arrears , we will try to mediate and find a mutually acceptable solution for RentGuarantor , the Tenant and the Landlord/Letting Agent . If this fails, we will take legal action which may result in Eviction .
How long does the Guarantee last?	This Agreement shall commence on the Tenancy start date and shall continue for 3 years.
Do I have to pay for years 2 and 3?	Yes, full payment upfront for year 1 and then years 2 and 3 will be paid monthly (subject to ongoing tenancy).
What happens if I change my mind?	You have up to 14 days to change your mind from the date the last signatory signs this agreement. However, once the Tenancy has started, the Tenant does not have the right to cancel.

What happens if RentGuarantor have to pay the Rent for the Tenant?

If RentGuarantor make a rental payment for the **Tenant**, the **Tenant** will be liable for re-paying these monies and any **Associated Costs**.

Definitions

The following definitions apply in this **Agreement**:

ADR: alternative dispute resolution

Application Payment: An initial payment taken upon application, covering the cost of the credit check and / or any **RentGuarantor** administration services

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 any documentation required to **Surrender** the **Tenancy Agreement** on behalf of the **Landlord/Letting Agent**) to **RentGuarantor** as set out with in these terms.

Associated Costs: This includes, but is not limited to administration costs, bank transfer fees, interest, VAT, legal costs, court costs and fees, bailiff costs, debt collection costs, eviction costs

Business Day: A day other than a Saturday, Sunday, or public holiday in England, Scotland or Wales,

Claim Request: A request following the **Notification of Arrears** process, where the **Tenants' Arrears** total 92 days of **Rent** or more, as detailed in clause 6.

Cleaning costs: A cost which can be reimbursed under this **Agreement** where the property is left less clean than at the commencement of the tenancy. This does not include professional cleaning where the property was not supplied to this standard at the commencement of the tenancy.

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

Conditions: These terms and **Conditions** as amended from time to time in accordance with clause 19.

Continuation Fee: The monthly charge paid by the **Tenant** after year 1 for provision of **Services**.

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.

Cure Period: Following a default, the **Tenant** may remedy the missed payment(s) within a maximum period of three (3) consecutive months from the date the first missed payment became due.

Damage or loss: Damage to the property named in the schedule beyond “fair wear and tear” for example: broken furniture, holes in walls, stained carpets. Loss, anything listed in the check in inventory that is no longer listed on the check-out inventory or not returned (e.g., keys, furniture)

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).

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

Deposit: A **Tenancy Deposit** is money paid by a **Tenant** at the start of a **Tenancy** as security for **Rent, Damage**, or breaches of the **Agreement**, and is refundable at the end subject to **Deductions**. This **Deposit** must be protected in a government-approved **Tenancy Deposit** scheme and is refundable at the end of the tenancy, subject to any lawful **Deductions**.

Eviction/Eviction Proceedings: the removal of a **Tenant** from the **Property** where they reside, including by **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: the payment which will be made once Vacant Possession has been achieved and all charges, **Deductions**, and disbursements have been applied.

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**.

Guarantee Payment: The cost of the **Service**, which is charged to the **Tenant** by **RentGuarantor**, upon completion of a successful application for a **Guarantee**.

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** as well as any breach of this **Agreement**, and individually each **Tenant** is responsible for payment of all **Rent** and all liabilities falling upon the **Tenant(s)** as well as any breach of this **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.

Landlord Default: an act or omission by the **Landlord** or failure by the **Landlord** to perform any relevant obligation (including but not limited to: as set out in this **Agreement**, the **Tenancy Agreement**, in respect of registering a **Deposit**, performing right to **Rent** checks, and HMO licencing).

Landlord Terms: The terms set out in clause 4 of this **Agreement**.

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, Tenant(s)** and **RentGuarantor** will work together, led by **RentGuarantor**, to attempt to find a suitable alternative to **Eviction** i.e. structured payment plans or an **Agreement to 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 5

Notification of Claim: The notification by the **Landlord** to **RentGuarantor** pursuant to clause 6

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

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, internet 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 (unfair use to be determined by **RentGuarantor** in its sole discretion) 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 '**Terms and Basis of 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** by **RentGuarantor** in favour of the **Landlord** to cover the **Non-payment of Rent** by the **Tenant** and or reimbursement of costs relating to **Damage**, loss, or cleaning under the **Tenancy Agreement**, subject to the **Whole Agreement**.

Student: means a **Tenant** who applies for the service and declares their current employment status as "**Student**" and supplies the corresponding supporting evidence.

Student Accommodation: means residential accommodation which has been purposely built or converted solely for the purpose of being provided to **Students** and may also be referred to as PBSA (Purpose Built **Student Accommodation**), and letted subject to **Tenancy Agreements** in accordance with applicable legislation (as amended from time to time).

Surrender: The process of surrendering the **Tenancy Agreement**, so as to bring all rights as to the **Tenant's** occupation of the **Property** to an end.

Tenancy/Tenancy Agreement: Any residential **Tenancy Agreement** or occupation arrangement made between the **Landlord** and the **Tenant**, pursuant to which the **Landlord** grants the **Tenant** the right to occupy the **Property**. For the purposes of this **Agreement**, the **Tenancy** shall include any periodic or rolling **Tenancy** (whether contractual or statutory), continuation, renewal, extension, replacement **Tenancy**, or variation of the original **Tenancy**, whether arising at the outset or at any time thereafter. This **Guarantee** shall apply to the **Tenancy** for so long as it remains in force, including any continuation on a periodic or rolling basis, provided that **RentGuarantor's** cover remains active in accordance with this **Agreement**. This **Guarantee** shall also apply to any **Rent** increase of 10% or less agreed between the **Landlord** and the **Tenant**, provided that **RentGuarantor** is notified of such increase in writing prior to the change taking effect. For the avoidance of doubt, any material variation to the **Tenancy**, including but not limited to a change of **Tenant**, change of occupancy structure, or **Surrender** and regrant, shall require the prior written consent of **RentGuarantor** for this **Guarantee** to remain valid.

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

Tenant Terms: These terms laid out in this **Agreement**.

Term: The period during which the **Tenancy** remains in force and **RentGuarantor's** **Services** are active pursuant to this **Agreement**. For the purposes of this **Agreement**, the **Term** shall commence on the **Tenancy** start date and shall continue, as set out in clause 3.5 for 3 years for so long as the **Tenancy** continues in accordance with clause 9, unless and until: (a) the **Tenancy** is terminated (howsoever terminated), to include but not limited to the **Tenant** or **Landlord**

lawfully serving notice with an effective date of termination pursuant to the **Tenancy Agreement**; or (b) this **Agreement** is terminated or ceases in accordance with its terms. The **Term** shall include any periodic or rolling continuation, renewal, extension, or variation of the **Tenancy**, provided that **RentGuarantor's** cover in accordance with clause 9 remains active.

UK: The United Kingdom of Great Britain and Northern Ireland.

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.

Vacant Possession: (Save with the express consent of the **Landlord** in writing) the **Property** must be: empty of all people (including **Tenants** and any unauthorised occupiers), empty of all chattels and belongings, free of any legal interests or claims as to occupation or possession of the **Property**, free of any other rights or interests or otherwise that would substantially prevent or interfere with possession or occupation of the **Property**, left clean, tidy, and with rubbish removed.

Whole Agreement: The **RentGuarantor Agreement** and **Schedule**

You / Your: The **Tenant** or **Landlord** - 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.

Any reference to a timeframe relating to an **Arrears** event, a claim or possession proceedings is subject to changes in legislation which, *inter alia*, affect the statutory period of **Arrears** required in order to commence proceedings for possession.

1. Basis of Conditions

The **Whole Agreement** shall come into existence on the date this **Agreement** is signed by **RentGuarantor** or the start date of the **Tenancy Agreement**, whichever is later.

- 1.1. These **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.
- 1.2. The **RentGuarantor.com** general website conditions also apply to this **Agreement** (the "**Website Conditions**"). Where there is a conflict created between the **Conditions** and the **Website Conditions**, the **Conditions** will take precedence.
- 1.3. Where the **Landlord, Tenant(s)** and /or **RentGuarantor** have agreed **Terms** separate (i.e., a **Guarantee** contract/deed/agreement/**Tenancy Agreement** supplied by the **Landlord**) to this **Agreement** and the agreed separate terms create a conflict with this **Agreement**, this **Agreement** will take precedence, unless otherwise agreed between the parties.
- 1.4. Any descriptive matter or advertising issued by **RentGuarantor**, and any descriptions or illustrations contained in **RentGuarantor's** catalogues, website, marketing documentation, corporate documentation or brochures, are issued or published for the sole purpose of giving an illustrative example of the **Services** described in them. The aforementioned documents shall not form part of these **Conditions** or have any contractual force.
- 1.5. In consideration of the mutual promises and obligations contained in this **Agreement**, the adequacy and sufficiency of which each party hereby acknowledges, the parties agree to be legally bound by the **Whole Agreement**.

2. **Supply of Services**

2.1. Unless terminated in accordance with this **Agreement**, **RentGuarantor** shall supply the **Services** for the **Term**.

2.2. **RentGuarantor** shall use reasonable endeavours to meet any performance dates specified in these **Conditions**, but any such dates shall be estimates only.

2.3. If selected in the **Schedule**, the following applies in respect of protection for **Damages or loss** or **Cleaning Costs** in the **Guarantee** (the **Protection Option**)

2.3.a. The **Landlord** must select the **Protection Option** when completing the **Schedule**

2.3.b. Should the **Landlord** select the **Protection Option**, the **Tenant** shall not be required to pay such **Damages or loss** or **Cleaning costs** in connection with the **Tenancy**, unless payment and recovery has been awarded in which case clause 2.3h applies.

2.3.c. Should the **Landlord** not select the **Protection Option** when completing the **Schedule**, it is not possible to change this selection once the **Guarantee** has commenced.

2.3.d. **RentGuarantor** provides a contractual commitment to reimburse costs relating to **Damage or loss**, or **Cleaning costs**, subject to the **Terms** of this **Agreement**.

2.3.e. **Use of Third-Party Dispute Resolution**

2.3.e.1. In the event of a dispute, **RentGuarantor** will register the **Tenancy** details with a third-party provider of alternative dispute resolution **Services (ADR)**, solely for the purpose of enabling access to an independent **ADR** service.

2.3.e.2. This registration does not constitute **Deposit** protection and is for dispute resolution purposes only.

2.3.e.3. **RentGuarantor** shall not act as **Landlord**, agent, stakeholder, or **Deposit** holder at any time.

2.3.f. **Claims and Dispute Process**

2.3.f.1. At the end of the **Tenancy**, the **Landlord** may submit a claim for **Damage or Losses** to the **Tenant** and **RentGuarantor** in accordance with the **Terms** and conditions of this **Agreement**.

2.3.f.2. Where the **Tenant** agrees to the claim, the **Tenant** shall pay the agreed sum within five (5) **Business Days**

2.3.f.3. Where the **Tenant** disputes the claim:

2.3.f.3.1. the dispute will be referred to the **ADR** service provided via the third-party **ADR** provider; and

2.3.f.3.2. the parties agree to be bound by the outcome of that process, where applicable

2.3.g. The parties agree that all disputes registered with a third-party **ADR** provider shall be handled in accordance with the applicable **ADR** provider's rules.

2.3.h. **Payment and Recovery**

2.3.h.1. Where:

2.3.h.1.1. a claim is agreed between the parties; or

2.3.h.1.2. an award is made through **ADR**,

the **Tenant** shall pay the relevant sum to the **Landlord** within five (5) **Business Days**.

2.3.h.2. If the **Tenant** fails to make payment:

2.3.h.2.1. **RentGuarantor** will, pay the **Landlord** the agreed or awarded amount (subject to the **Guarantee** limits); and

2.3.h.2.2. the **Tenant** shall remain liable to reimburse **RentGuarantor** in full (including any properly incurred costs, as per the terms and **conditions** of this **Agreement**).

2.3.h.3. Any payment made by **RentGuarantor** shall constitute a contractual debt owed by the **Tenant**, including any reasonable recovery, legal, or administrative costs.

2.3.h.4. **RentGuarantor** reserves the right to recover such sums through legal proceedings or third-party debt recovery processes.

3. **Providing the Services**

3.1. Subject to these terms together with the **Website Conditions**, **RentGuarantor** will **Guarantee** the **Tenant's Rent** for the **Term**.

- 3.2. **RentGuarantor** will not assist in or undertake the **Eviction** of the **Tenant** on any grounds other than the **Non-payment of Rent**.
- 3.3. As part of the **Services**, we will:
- 3.3.a. **Guarantee** the **Tenant's Rent** only in accordance with clause 4.1 s.
- 3.3.b. **Guarantee** the equivalent of two month's **Rent** to cover **Damages or Loss** or **Cleaning costs** as set out in section 2.3 (the **Protection Option**).
- 3.3.c. Not **Guarantee** any other costs or expenses associated with the **Property**.
- 3.3.d. Not reimburse any **Deposit** replacement scheme for any payments they are required to make under such **Deposit** replacement scheme's own **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.
- 3.3.e. Unless a direct agreement has been made with a specific **Deposit** alternative product provider i.e. Reposit, Zero **Deposit** 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.
- 3.4. **You**, hereby unconditionally and irrevocably agree to pay **RentGuarantor** any losses, costs, claims, liabilities, damages, and/or expenses suffered or incurred by **RentGuarantor**, arising from **Your** failure to comply with the **Terms** of **Your** obligations under the **Tenancy Agreement** for which we have become a **Guarantor**.
- 3.5. This **Agreement** shall commence on the **Tenancy** start date and shall continue for 3 years unless terminated earlier in accordance with its **Terms**.
- 3.6. Save as otherwise set out in this **Agreement**, **RentGuarantor's** liability shall be limited to **Rent** liabilities arising during the **period** in which this **Agreement** is active.
- 3.7. This **Agreement** shall remain in force until such time as: (i) it is terminated in accordance with its **Terms**; and (ii) all outstanding **Rent** liabilities accrued during the active **period** of this **Agreement** have been discharged in full by the **Tenant**.
- 3.8. 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 in writing.
- 3.9. Should the **Tenant** fail to reimburse **RentGuarantor** in accordance with clause 3.8, 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. Landlord Terms

Landlord representations, warranties, and obligations

- 4.1. The **Landlord** shall:
- 4.1.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**.
- 4.1.b. Ensure all **Tenants** being **Guaranteed** under this Service are 18 years of age or over.
- 4.1.c. Ensure they collect and administer **Rent** in a timely and professional manner and in compliance with all applicable housing legislation. Subject to the **Tenancy Agreement** and applicable law, the **Landlord** may collect **Rent** payments that fall due at the start of the **Tenancy**. The **Landlord** must not require rental payments or prepayments that are prohibited under applicable legislation. Alternative payment schedules for **Student Accommodation** may be permitted where agreed in advance between the **Landlord** and the **Tenant** and in compliance with applicable legislation.
- 4.1.d. 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 costs including **Rent Arrears** or associated **Eviction** costs.

- 4.1.e. Ensure that the **Deposit** taken from the **Tenant** complies with the applicable legislation and regulations 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 requirement for a minimum **Deposit** will be set at £250. Where contractually pre-approved in a **Tenancy Agreement**, the **Landlord** may choose to not collect a **Deposit** from the **Tenant** or require use of a **Deposit** replacement insurance product.
- 4.1.f. Ensure that, if selected, the **Protection Option** is utilised as agreed and in good faith.
- 4.1.g. Ensure that all claims for **Arrears** are notified and/or managed within the time required by **RentGuarantor**, as set out in clause 6 and as otherwise set out in this **Agreement**.
- 4.1.h. Ensure that they are aware of and are compliant regarding any restrictions that are placed upon them by their mortgage lender, headlease restrictive covenants and local authority regarding House in Multiple Occupation (Mandatory and Additional) and Selective licenses
- 4.1.i. All necessary statutory pre-grant notices to the **Tenant** have been issued and any other statutory documents required by law to cover changes or additions in future; including but not limited to:
- Energy performance certificate (EPC)
 - Gas safety certificate (GSC) (where applicable)
 - How to **Rent** Guide
 - Electrical Inspection Condition Report (EICR)
- 4.1.j. Co-operate with **RentGuarantor** in a timely and professional manner in all matters relating to the **Services** and this **Agreement**.
- 4.1.k. Within a timely manner, being no later than ten **Business Days** from the date of a request from **RentGuarantor**, 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).
- 4.1.l. Comply with all applicable laws and regulations, including all relevant **Property** and housing laws.
- 4.1.m. Inform **RentGuarantor** should the **Tenant** not take up residency in the **Property** by way of a 'No-show'.
- 4.1.n. 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.
- 4.1.o. 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**.
- 4.1.p. Where presented with the option of **Surrender** by **RentGuarantor** on behalf of the **Tenant**, accept a **Surrender** by way of the return of keys of the **Property** by the **Tenant** to the **Landlord** or the **Letting Agent**, whether by hand delivery or sent by courier (or such other method as agreed in advance between the parties), acknowledging that the **Tenant** shall only be liable for **Rent** up to the date of the **Surrender** (effected by safe receipt and thereby acceptance of the return of the keys) of the **Property** (unless another method of **Surrender** is agreed in advance between the parties).
- 4.1.q. Allow **RentGuarantor** to enforce **Rent** collection from any and all **Tenants** on a **Joint and Several** liability basis for **Rent** payment, acknowledging that **RentGuarantor** cannot arrange **Eviction** for one **Tenant** in a joint **Tenancy Agreement**, and acknowledging **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 acknowledge that **RentGuarantor** may ultimately pass any outstanding **Tenant** debts on to a 3rd party for collection.
- 4.1.r. Ensure that **you** hold next of kin and emergency contact details for all **Tenants** listed on the **Guarantee**, this cannot be **RentGuarantor** or any other **Tenant** listed on the **Tenancy Agreement**.
- 4.1.s. Acknowledge 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 and for example, where two **Tenants** are listed on a **Tenancy Agreement**, **RentGuarantor** will be liable for a maximum of 50% of the total **Rent** amount (or the guaranteed **Tenant's** proportion of **Rent** if listed as separate amounts in the **Agreement**). **You** acknowledge 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 three 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**.

4.1.t. Agree that where a **Tenant** proactively informs them or the **Letting Agent** of their inability to maintain **Rent** payments for future **months**, but the **Tenant** is happy to vacate the **Property** and agree a **Surrender**, they and/or the **Letting Agent** will promptly take all reasonable steps to actively re-market so as to re-let at the earliest possible date. Subject to clause 6.16 the claim will be completed upon an accepted **Surrender** of the **Tenancy** immediately prior to, and so as to allow, for the re-letting.

4.1.u. Agree that if **you** move home during the **Term** of the **Guarantee** and any Continuation of the **Guarantee** **you** must notify **RentGuarantor** within 30 days and serve all appropriate notices to the **Tenant** as required by the **Landlord and Tenant Act 1987** Sections 47 & 48

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

4.2.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**. Should the **Services** be suspended, **RentGuarantor** shall have the right to notify the **Tenant** of the suspension and the reason for the suspension.

4.2.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.

4.2.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**.

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

4.3.a. The request for such information is usually made using forms which require personal information of an individual and not that of a limited company.

4.3.b. The potential for many such requests is to have an adverse effect on the company's good standing.

4.3.c. The liability undertaken by **RentGuarantor** is being underwritten.

5. **Rent Arrears**

5.1. In the event that the **Tenant** fails to pay **Rent**, or to respond to failed payment notifications, the **Landlord** and / or its **Letting Agent** must notify **RentGuarantor** as soon as possible, but no later than 45 days from the date of the first missed payment or part payment, by clicking the Report **Arrears** link on the **RentGuarantor.com** website. Notifications sent by any other means, i.e. post, email or fax, will not be accepted. Failure to notify us within a timely manner may make any associated **Arrears Claim** void.

5.2. 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**.

5.3. 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 7-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**, and **you** agree to provide such evidence to **RentGuarantor**.

- 5.4. In the event that communication, under clause 5.3, does not result in the payment of **Rent**, **RentGuarantor**, on behalf of the **Landlord** and / or its **Letting Agent**, will aim to 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 prompt and timely, 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 **Arrears** process may be paused.
- 5.5. If the **Tenant** agrees to pay the **Arrears** within the first 92 days, a payment plan will be discussed and arranged, and the **Arrears** process will end.
- 5.6. During ongoing **Arrears**, 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 when requested by **RentGuarantor**.
- 5.7. Where a **Tenant** is in receipt of housing benefit (or housing element of Universal Credit) and is in **Arrears** which qualifies for direct payment (in accordance with applicable law and/or regulation) to **Landlord**, **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**.
- 5.8. Where **RentGuarantor** have agreed to become the guarantor on a date later than the date the **Tenancy Agreement** came into effect, there will be a period of 120 days, from the date the **Guarantee** 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 120 days there must be a period that applies with a zero balance for **Arrears**, before the **Guarantee** comes back into effect.
- 5.9. Any money received by the **Landlord** or **Letting Agent**, from the **Tenant** or **RentGuarantor**, after the expiry of a Section 8 notice, or an order for possession is granted will be considered mesne profits.

6. Claims

- 6.1. Subject to these **Terms** the **Landlord** may formalise a **Claim Request** where the **Tenants' Arrears** total 92 days of **Rent** or more.
- 6.2. The **Landlord** is to notify **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 three months or more **Arrears**, i.e., The **Landlord** should always inform **RentGuarantor** of all **Arrears** within 106 days of the original **Arrears** event.
- 6.3. Where **Rent Arrears** total more than 92 days, the **Landlord** must notify **RentGuarantor** using **RentGuarantor's Claim Request** form (supplied by **RentGuarantor**) within 14 days of **RentGuarantor** sending the form. 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
- 6.4. In the event that **Rent** has not been paid within 92 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 **Surrender**) and to continue with the Eviction process until **Vacant Possession** of the **Property** is secured.
- 6.5. **RentGuarantor** will assume that the **Rent** is paid monthly unless otherwise stated.
 - A. Where **Rent** is paid weekly or fortnightly, then the **Claim Request** shall be made after 12 weeks of **Rent** falling due.
 - B. Where **Rent** is paid quarterly, then the **Claim Request** shall be made after 4 months of **Rent** falling due.
 - C. 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 5 be notified within the first 45 days of any **Arrears** occurring.
- 6.6. 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 so could result in the closing or cancellation of the claim. Where the **Landlord** causes delays to the collection of any **Arrears** due to **Landlord Default**, 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.

- 6.7. In the event of a **No-show**, **RentGuarantor's** liability on any claim will be capped at an amount equal to 3 months' **Rent**.
- 6.8. Where a claim is initiated during the contractual **Term**, the full specified limits of indemnity will apply, being **Rent** or **Arrears** up to £120,000, or the equivalent of 12 months' **Rent** or **Arrears**, whichever limit is reached first. In the event of subsequent recovery by the **Landlord** pursuant to any such claim, the **Landlord** shall (to avoid double recovery) refund (by way of off-set) to **RentGuarantor** all such sums as the **Landlord** may receive from such claim (the **Landlord** to account to **RentGuarantor** in the event of such recovery and respond to requests for information/documentation in respect of the same).
- 6.9. **RentGuarantor** will not reimburse for unpaid bills which pertain to the **Tenancy** where the **Tenant** is liable under the **Tenancy Agreement**.
- 6.10. **RentGuarantor** will endeavour to pay a sum equivalent to the **Rent** due to the **Landlord** within 21 **Business Days** of the date of approving a valid **Claim Request**.
- 6.11. The initial **Arrears** of 92 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.
- 6.12. In the event that the **Landlord's** claim is successful, the final settlement will be offered by **RentGuarantor** to the **Landlord**. If **RentGuarantor** has not received confirmation of acceptance from the **Landlord** within 21 days of the date on which the final settlement was sent, the claim will become void.
- 6.13. Where the **Landlord** or **Letting Agent** or **RentGuarantor** has served formal notice seeking possession of the **Property** due to **Rent Arrears** or otherwise pursuant to Section 8 of the Housing Act 1988, and the **Tenant** subsequently vacates the **Property** and returns the keys to the **Landlord** or the **Letting Agent**, whether by hand delivery or sent by courier (or such other method as agreed in advance between the parties), and whether prior or pursuant to expiry of the notice period or prior or pursuant to any order for possession being granted by a Court, the **Landlord** agrees that such vacation shall constitute the **Landlord** being presented with the option of a **Surrender** as per clause 4.1.p above.
- 6.14. Where the **Landlord takes** delivery of the keys and regains **Vacant Possession** of the **Property** (unless another method of **Surrender** is agreed in advance between the parties), the **Landlord** agrees to treat the **Tenancy** as having been terminated by way of a **Surrender**.
- 6.15. For the purposes of any **claim** made under the **RentGuarantor Guarantee**, **RentGuarantor** shall treat the **Tenancy** as terminated on the earliest date of the **Tenant** vacating the **Property** either at the end of the **Tenancy**, or by way of a **Surrender**, or following service of formal notice, or as a result of any Court process or Court Order. **RentGuarantor** shall not be liable for any **Rent** claimed beyond the date the **Tenant** has so vacated, save in the event of Court proceedings being pursued against the **Tenant**, whereby the **Guarantee** shall end in accordance with the limits set out in clause 6.8
- 6.16. 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 **Damage or Loss** 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 damages and cleaning (from your recognised **Deposit** registration scheme), make a final balancing payment to the **Landlord/Letting Agent**, up to the value of the **Deposit Deduction**.
- 6.17. **RentGuarantor** shall not be required to make any top up payment in respect of **Deposit Deduction** from **Final Payment** until:
- 6.17.a. any dispute has been determined through the **ADR** process; or
- 6.17.b. the dispute period prescribed by the **Tenancy Deposit** protection scheme has expired without a dispute being raised (up to ninety (90) days from the end of the **Tenancy** depending on the scheme selected)
- 6.18. The **Landlord** acknowledges that **RentGuarantor** may rely upon the final confirmed **Deposit** allocation when calculating any payment due under the **Guarantee**.

7. **Landlord Duty to Mitigate Loss**

- 7.1. The **Landlord** acknowledges that they have a duty to take reasonable steps to mitigate any financial loss arising from **Rent Arrears** or termination of the **Tenancy**.
- 7.2. Where the **Tenant** vacates the **Property**, voluntarily or by way of **Eviction** whether prior or pursuant to service of formal notice, prior or pursuant to an order of the Court, because of a **Surrender** of the **Tenancy**, or otherwise, the **Landlord** must promptly take all reasonable steps to both actively re-market (i.e. within 2 weeks of the **Tenant's** vacation) so as to re-let (i.e. within 4 weeks of the **Tenant's** vacation) the **Property**.
- 7.3. **RentGuarantor** shall not be liable for any **Rent** claimed during any period where the **Property** is left vacant and the **Landlord** has failed to take all reasonable steps to actively market the **Property** for re-letting. **RentGuarantor** reserves the right to request evidence that all such reasonable steps have been taken, so as to mitigate loss, including but not limited to any marketing listings, instructions to agents and steps taken by them, or other reasonable proof that the **Property** has been actively marketed for re-letting.

8. **Tenant Terms**

Tenants' representations, warranties, and obligations

- 8.1. As the **Tenant, You** represent and warrant that:
 - 8.1.a. **You** have the right to reside and **Rent** in the UK, as determined by the Immigration Act 2016 and the Right to **Rent** scheme provisions, and any future variations/versions of this act or any other applicable legislation.
 - 8.1.b. **You** are renting the **Property** on a **Tenancy Agreement**.
 - 8.1.c. **You** agree that **You** can and will pay the **Rent** and any other payments due under the **Tenancy Agreement**, and **You** anticipate that **your** ability to pay the **Rent** and any other payments due under the **Tenancy Agreement** will not change during the **Term**.
 - 8.1.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 **Letting 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 the **Landlord**.
 - 8.1.e. **You** acknowledge that **RentGuarantor** may take an initial nonrefundable **Processing Fee**.
 - 8.1.f. **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.
 - 8.1.g. **You** will not withhold payments of **Rent** or any other sums properly due under the **Tenancy Agreement** to the **Landlord** for any reason.
 - 8.1.h. **You** have not and will not supply false or misleading information to **RentGuarantor**, the **Landlord** or **your Letting Agent** during the application or **Guarantee** process.
 - 8.1.i. **You** will comply with the provisions of **your Tenancy Agreement**.
 - 8.1.j. **You** will notify the **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.
 - 8.1.k. Where remaining in the **Property** will lead to further **Rent Arrears**, **You** will, upon request by **RentGuarantor**, sign an Agreement of **Surrender** and return the **Property** to the **Landlord**.
 - 8.1.l. **You** acknowledge that where **RentGuarantor** makes any payments of **Rent** on **your** behalf, pursuant to clause 15 **You** will be liable for repayment of these monies in addition to any **Fees, Associated Costs** and/or interest that **RentGuarantor** suffers.
 - 8.1.m. **You** will make **RentGuarantor** and the **Landlord** aware should **You** wish to replace **RentGuarantor** as **Your** guarantor during **Your Tenancy Agreement**, acknowledging that the **Landlord** may refuse this request.

- 8.1.n. **You** acknowledge 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** may result in all **Tenants** listed in **Your Tenancy Agreement** being evicted from the **Property** and may claim any outstanding payments from all **Tenants**.
- 8.1.o. **You** are acknowledge that in the event of **Non-payment of Rent** that **RentGuarantor** have the right to contact **You** and all **Tenants**, via any 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.
- 8.1.p. **You** must notify **RentGuarantor** immediately if **You** intend to vacate the **Property** or otherwise terminate **Your** occupation under the **Tenancy Agreement**. Such notification must include the date on which notice has been given to the **Landlord** and the expected date on which **You** will cease occupation of the **Property**.
- 8.1.q. **You** acknowledge that **RentGuarantor** is providing the **Guarantee** subject to and accordance with the **Terms and conditions** set out in this **Agreement**. 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** shall only be liable for an equal portion/split of the **Rent** in respect of **your** portion/split.
- 8.1.r. **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
- 8.1.s. 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 acknowledge that a new **Tenancy Agreement** and **Guarantee** may be required, and that **You** are acknowledge that this will incur additional charges.
- 8.1.t. Any money received by the **Landlord** or **Letting Agent**, from the **Tenant** or **RentGuarantor**, after the expiry of a Notice to Quit, or an order for possession is granted will be considered mesne profits.

9. **Continuation of Guarantee**

- 9.1. Where the **Tenant** remains in occupation of the **Property** beyond the initial twelve (12) month period, the **Guarantee** will continue on a **rolling** monthly basis, for a maximum of 2 years, subject to these terms and **conditions**.
- 9.2. The **Tenant** agrees that the **Continuation Fee** shall be:
- 9.2.a. payable monthly in advance; and collected via an approved payment method, including Direct Debit or such other method as **RentGuarantor** may present to the **Tenant** as alternative options.
- 9.3. Where the **Tenant** elects to pay the **Continuation Fee** by monthly subscription:
- 9.3.a. the **Tenant** authorises **RentGuarantor** to collect payments from the nominated payment method;
- 9.3.b. instalment amounts and collection dates shall be notified in advance;
- 9.3.c. the **Tenant** must ensure sufficient funds are available on each collection date;
- 9.4. **RentGuarantor** reserves the right to reattempt collection or require alternative payment where a payment fails.
- 9.5. Failure by the **Tenant** to make any **Continuation Fee** payment when due shall constitute a default see clause 9.7.
- 9.5.a. During this period, **RentGuarantor's** total aggregate liability shall be limited to the lesser of:
- 9.5.a.1. **Rent** or **Arrears** up to £120,000, or the equivalent of 12 months' **Rent** or **Arrears**.
- 9.6. **RentGuarantor** reserves the right to notify the **Landlord** and/or **Letting Agent** that:
- 9.6.a. the **Tenant** has defaulted on payment of the **Continuation Fee**; and
- 9.6.b. the **Guarantee** will terminate in accordance with this clause.
- 9.7. Following a default, the **Tenant** may remedy the missed payment(s) within a maximum period of three (3) consecutive months from the date the first missed payment became due (the "**Cure Period**").
- 9.8. Any remedy payments made during the **Cure Period** shall be applied to the oldest outstanding missed payment

9.9. During the **Cure Period**:

9.9.a. **RentGuarantor** may, at its sole discretion, allow the **Guarantee** to remain active; and

9.9.b. the **Tenant** must bring all outstanding payments fully up to date within the **Cure Period**.

9.10. If the **Tenant** fails to bring all payments up to date within the **Cure Period**:

9.10.a. the **Tenant** shall be deemed to be in persistent default; and

9.11. **RentGuarantor** shall have no liability for any claims arising after termination of the **Guarantee**.

9.12. **RentGuarantor** shall have no liability for any **Rent** or other liabilities arising outside of the **Term**, and no new liabilities shall be covered following termination of this **Agreement**.

9.13. The **Tenant** shall not be entitled to cancel, suspend, or otherwise terminate payment of the **Continuation Fee** unless permitted under this clause.

9.14. The **Tenant** may request termination of the **Continuation Fee** only where:

9.14.a. the **Tenancy** is due to end and the **Tenant** is vacating the **Property**; or

9.14.b. the **Tenant** provides written confirmation from the **Landlord** and/or **Letting Agent** that the **Services** are no longer required.

9.15. In all cases, termination of the **Services** shall be strictly subject to receipt of written confirmation from the **Landlord** and/or **Letting Agent** confirming that:

9.15.a. the **Tenant** is no longer in occupation of the **Property**; or

9.15.b. the **RentGuarantor Guarantee** is no longer required in respect of the **Tenancy**.

9.16. Until such written confirmation is received and accepted by **RentGuarantor**, the **Tenant** shall remain fully liable for all of the **Continuation Fee**, and the **Guarantee** shall remain in force subject to these **Terms**.

9.17. Termination shall take effect from the date confirmed in writing by **RentGuarantor**, and no refunds shall be payable for any **Fees** already paid in accordance with this **Agreement** prior to that date.

9.18. For the avoidance of doubt, **RentGuarantor** reserves the right to refuse termination where it reasonably believes that ongoing liability may still arise under the **Tenancy**.

9.19. All unpaid **Fees** in respect of this **Agreement** shall remain due and payable and shall constitute a contractual debt owed by the **Tenant**.

9.20. In the event of persistent default, **RentGuarantor** may demand immediate payment of all outstanding sums pursuant to this **Agreement**.

9.21. These obligations shall survive termination of the **Guarantee**.

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

10. Charges

10.1. There shall be no charge to the **Landlord** for the provision of the **Services**.

10.2. **RentGuarantor** shall charge the **Application Payment** direct to the **Tenant**.

10.3. The cost of the **Service** is relative to the **Rent** amount being **Guaranteed** and will be indicated on the application pages at the time the **Tenant** completes their application.

10.4. The **Guarantee** will not be binding until (i) the **Application Payment** is made, (ii) this **Agreement** has been signed and returned by the **Landlord** and the **Tenant**, and (iii) **RentGuarantor** provides the final signature to this **Agreement**.

10.5. Where paying in instalments is the chosen option of the **Tenant**, the **Guarantee** will be binding from when (i) the first instalment is received, (ii) the **Whole Agreement** has been signed and returned by the **Landlord** and the **Tenant**, and (iii) the **Whole Agreement** has been signed and returned by **RentGuarantor**.

10.6. In consideration of the mutual promises and obligations contained in this **Agreement**, the adequacy and sufficiency of which each party hereby acknowledges, the parties agree to be legally bound by its **Terms**. **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** and **Tenant(s)** accepting the **Terms** and **Basis of Conditions** as set out in Clause 1.

11. Terminating the Agreement

11.1. Termination by Landlord

- 11.1.a. If the **Landlord** wants to terminate this **Agreement**; they will be required to email **RentGuarantor** the following information at info@RentGuarantor.com:
 - 11.1.a.1. **Landlord** name, **Guaranteed Property** address, **Guarantor** application number and **Landlord** contact phone number.
- 11.1.b. Termination as above requested by post or phone will not be accepted.
- 11.1.c. Without affecting any other right or remedy available to it, the **Landlord** may terminate this **Agreement** by giving each other party written notice, and providing the information set out at clause 11.1.a.1 to **RentGuarantor**, in accordance with clause 11.1.a.
- 11.1.d. Where the **Guarantee** is terminated early but is not protected by clause 9.3 no pro-rata refund will be available for part year cover.
- 11.1.e. Upon termination, the **Landlord** expressly acknowledges that **RentGuarantor's** obligations and **Services** pursuant to this **Agreement** shall cease in their entirety with immediate effect from the termination date, including, without limitation, any ongoing possession action or liability for **Rent Arrears**.

11.2. RentGuarantor's right to terminate this Agreement

- 11.2.a. 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 (or in the event of):
- 11.2.b. The **Tenancy Agreement** is terminated prior to the end of its **Term**.
- 11.2.c. There is a change of Control of the **Landlord**.
- 11.2.d. The **Tenancy Agreement** is assigned, novated, or otherwise transferred to another **Landlord**
- 11.2.e. The **Property** is used for any unlawful or criminal activity (such activity being determined in **RentGuarantor's** sole discretion).
- 11.2.f. The **Property** is declared uninhabitable by a local authority
- 11.2.g. 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**. Where:
 - 11.2.g.1. more than one **Tenant** is party to the **Tenancy Agreement**, but only the deceased **Tenant** is protected by the **Guarantee**. In this instance the **Guarantee** will end upon the death of the **Tenant** or
 - 11.2.g.2. more than one **Tenant** is party to the **Tenancy Agreement**, and all **Tenants** are protected by the **Guarantee**. In this instance the **Guarantee** will end upon the death of the **Tenant**, and the remaining **Tenant** will continue to be subject to the **Terms** of this **Guarantee Agreement**
- 11.2.h. The **Tenant** fails to take up residency in the **Property** within 90 days of the commencement of the **Tenancy Agreement** (a 'No-show'), such failure not being as a result of being unlawfully prevented by the **Landlord**.
- 11.2.i. The **Landlord** commits a material breach of any of these **Conditions** and if such a breach is remediable, fails to remedy that breach within 5 **Business Days** of being notified in writing by **RentGuarantor** to do so.
- 11.2.j. The **Landlord** (or its **Letting Agent**) commits a fraudulent act. If a fraudulent act were to have been committed, **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.
- 11.2.k. The **Landlord** (or its **Letting Agent**) commits an act that is misleading or untrue to claim under the **Guarantee** by false misrepresentation.
- 11.2.l. If any of the information provided to **RentGuarantor** by the **Tenant** and/or the **Landlord** (or its/their **Letting Agent**) is untrue or misleading in a material respect when it is made, or any information has been omitted that is of a material nature.
- 11.2.m. where the **Landlord** or **Agent** fails to notify **RentGuarantor** that the **Tenant** remains in occupation of the **Property** beyond the initial twelve (12) month service period, this failure shall constitute a **Landlord Default** pursuant to clause 4.2, and **RentGuarantor** shall have no liability for any rent or other losses arising after the expiry of the initial 12-month period where such notification has not been provided

Tenant's right to terminate this Agreement

- 11.3. For most products bought online **Tenants** have a legal right to change their mind within 14 days (the "cancellation period") pursuant to the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (the "**Consumer Contracts Regulations**"). These rights only apply to the **Guarantee Payment**. Should the **Tenant(s)** exercise their right to cancel pursuant to the Consumer Contracts Regulations, **RentGuarantor** will inform the **Landlord** in a timely manner.

When Tenants do not have the right to change their mind.

- 11.4. **Tenants** do not have a right to change their mind once the **Guarantee** has been accepted by the **Landlord** and the **Tenancy** has commenced in accordance with the provisions set out in this **Agreement**, even if the cancellation period is still running.
- 11.5. General Termination **Conditions**
- 11.5.a. **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.
- 11.5.b. Any **Claims Request** must be made by the **Landlord** within 14 days of the date of termination of these **Conditions**.
- 11.5.c. 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.

12. Refunds

- 12.1. Should the **Tenant** be eligible for a refund under the Consumer Contracts Regulations of the price they paid for the Service, (the **Guarantee Payment**) any refunds, will be refunded by the method they used for the **Guarantee Payment**
- 12.2. We will make any refunds due as soon as possible, once we have confirmed that there is no outstanding liability under this **Guarantee**.
- 12.3. Refunding the **Guarantee Payment**:

A full refund will be made under the following **conditions**.

- 12.3.a. The **Tenancy** has not started, and the **Letting Agent/Landlord** confirms in writing that the **Guarantee** is no longer required for this **Tenancy**.
- 12.3.b. The **Tenant** has notified us in writing within 14 days of payment of the **Guarantee Payment**.
- 12.4. Should the **Tenant** request cancellation outside the 14-day cooling off period then a partial refund shall be offered.
- 15 - 30 days - 75% refund
 - 31 - 60 days - 50% refund
 - 61+ days - No refund permitted
- 12.4.a. A £75 administration fee per **Tenant** shall be applied to all partly refunded **Guarantees**.
- 12.5. The **Application Charge** taken upon initial application will not be refunded.
- 12.6. If a **Tenant** has chosen to pay in instalments, **RentGuarantor** will update **your** payment provider and advise them of the new amount due, after the £75 administration fee has been applied and the relevant refund deducted. **Your** payment provider may continue to charge **you** until the revised amount is paid in full. If **you** have already paid the revised payment, no further charges will be required.
- 12.7. Where a **Tenant** carries out a chargeback claim in breach of the agreed refunds process directly with their credit card provider, **RentGuarantor** will pass the agreed debts to a debt collection agency for chasing of payment.

13. Your right to make changes

- 13.1. Subject to clause 24, if **You** wish to make a change to the information outlined in the **Schedule**, please contact us. We will inform **You** if the change is possible. If so;
- 13.1.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.
- 13.1.b. **RentGuarantor** reserves the right to apply an administration charge of up to £75 per **Tenant** should this be deemed necessary for individual changes or alterations to the **Guarantee**.
- 13.2. The **Guarantee** is non-transferable to an alternative **Tenant** or **Property**
- 13.3. 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 11)

14. No Deposit

- 14.1. This service is a **Deposit-free** product and does not constitute or represent a **Tenancy deposit**.
- 14.2. No **Deposit** is registered, protected, or held under any statutory **Tenancy Deposit** protection scheme by **RentGuarantor**.

15. Tenant Indemnity

- 15.1. The **Tenant** agrees to indemnify and keep indemnified **RentGuarantor** against all sums paid or payable to the **Landlord** arising from:
- 15.1.a. **Rent Arrears** payments made on the **Tenants** behalf to the **Landlord**;
- 15.1.b. Unpaid **Continuation Fees** remaining outstanding beyond the **Cure Period**;
- 15.1.c. agreed **Deductions** between **Tenant** and **Landlord**;
- 15.1.d. **ADR** adjudication awards;
- 15.1.e. settlements made in accordance with the insured **Deposit** scheme rules;
- 15.1.f. any breach of any applicable law or regulation by the **Tenant**; or
- 15.1.g. any breach by the **Tenant** of this **Agreement**.
- 15.2. Any such sums shall become immediately due and payable as a contractual debt upon written demand.
- 15.3. If the **Tenant** fails to make payment within fourteen (14) days of demand, **RentGuarantor** may:
- 15.3.a. commence legal proceedings;
- 15.3.b. refer the debt to a third-party collection agency;
- 15.3.c. report the debt to credit reference agencies, where legally permitted; and
- 15.3.d. recover reasonable enforcement costs, including legal **Fees**.
- 15.4. This indemnity shall survive termination or expiry of the **Tenancy** and this **Agreement**.
- 15.5. Nothing in this **Agreement** shall operate to limit the **Tenant's** contractual liability to the **Landlord**.

16. General Terms

- 16.1. 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.

17. Assignment and other dealings

- 17.1.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**.
- 17.1.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**.

18. Entire Agreement

- 18.1. These **Conditions** constitute the **Whole Agreement** between the parties and supersede and extinguish all agreements, promises, assurances, warranties, representations, and understandings between them, whether written or oral, relating to its subject matter.
- 18.2. By entering into this **Agreement**, the **Landlord** and/or **Agent** acknowledges and agrees that this **Agreement** governs the entirety of the **Guarantor's** obligations in relation to the **Tenancy**.
- 18.3. In the event that **RentGuarantor** is requested to sign any other document in connection with the **Tenancy**, including but not limited to any **Tenancy Agreement** or separate **Guarantor Agreement**, such document shall not expand, amend, or override the obligations set out in this **Agreement** unless otherwise agreed between the parties.
- 18.4. Where there is any inconsistency or conflict between this **Agreement** and any other document signed by the **RentGuarantor**, the **Terms** of this **Agreement** shall prevail and supersede such other document to the extent of that inconsistency, unless otherwise set out in such other document.
- 18.5. 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.

19. Variation

- 19.1. Except as set out in these **Conditions**, no variation of these **Conditions** shall be effective unless it is agreed between the parties and in writing and supplied with a minimum 30 days' notice.

20. Waiver

- 20.1. 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.

21. Severance

- 21.1. 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**.

22. Notices

- 22.1. 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 provided by each party to the others from time to time or as provided during the **Guarantee** application process
- 22.2. Any notice or communication shall be deemed to have been received;
- 22.2.a. 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 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.
- 22.2.b. 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.

23. Third party rights

- 23.1.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**.

23.1.b. The rights of the parties to rescind or vary these **Conditions** are not subject to the consent of any other person.

23.2. 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.

23.3. 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.

23.4. **RentGuarantor** are not liable for business losses to the **Tenant** and/or the **Landlord**. **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.

23.5. This **Agreement** is between the **Tenant**, **RentGuarantor** (or where appointed in line with these **Terms** **RentGuarantor's** approved third party partners) and (where applicable) the **Landlord**. No other person has any rights under this **Agreement** nor shall have any rights to enforce any of its **Terms**.

23.6. 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.

24. How to tell us about problems

24.1. 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.

25. Confidentiality and Data Protection

25.1. 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 25.2.

25.2. Each party may disclose the other party's confidential information:

25.2.a. 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 25

25.2.b. As may be required by law, a court of competent jurisdiction, applicable stock exchange, or any governmental or regulatory authority.

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

26. How we use Your personal information

26.1. We will only use **Your** personal information as set out in our Privacy Policy: <https://www.RentGuarantor.com/privacy>.

26.2. 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.

26.3. 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 20, **RentGuarantor** shall, in relation to any **Personal data** processed in connection with the performance by **RentGuarantor** of its obligations under these **Conditions**:

- 26.4. 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 amage 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).
- 26.5. Ensure that all personnel who have access to and/or process **Personal data** are obliged to keep the **Personal data** confidential.
- 26.6. 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:
- 26.7. **RentGuarantor** has provided appropriate safeguards in relation to the transfer.
- 26.8. The **Data subject** has enforceable rights and effective legal remedies.
- 26.9. **RentGuarantor** complies with its obligations under the **Data Protection Legislation** by providing an adequate level of protection to any **Personal data** that is transferred.
- 26.10. **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 review the following information 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:	
The Protection Option The RentGuarantor service is to include the equivalent of 2 month's Rent value towards (i) Damages and loss and (ii) Cleaning costs, each of (i) and (ii) as defined in the Agreement.	I wish to include the Protection Option
	I do not wish to include the Protection Option

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

Subject to the **Conditions** contained herein, this **Agreement** is not valid until ALL PARTIES have signed

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

Signed by: Agent/Landlord

Signed by: Tenant

Name:

Name:

Name:

Date:

Date:

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: