



{name}  
{address 1}  
{address 2}  
{address 3}  
{postcode}

{email}

{date}

Dear {guarantor name}

**Re: {tenant name} - Tenancy at {property address}**

{tenant name} has indicated to me that you are willing to act as guarantor/s for the financial obligations imposed by the tenancy granted for the above address. Your obligations would be to ensure payment of rent which is set at £xx per month, any charges for miscellaneous items (i.e. lost keys) and for payment of a percentage of end of let charges (if any) for the repair of damage and any substantial cleaning of the property.

To that end I attach an agreement for your signature. Please sign where indicated. You should be able to download a copy of the documents once they have been completed but should you not be able to, please contact me and I can provide you with a copy.

If during the term of the tenancy {tenant name} has any problems or concerns, please again do not hesitate to email or telephone me. Communication from our tenants can sometimes be spasmodic and only if I am aware of any problems can I ensure their solution.

Please do not hesitate to ring me on the below number if you have any questions or queries.

Yours sincerely

Coeden Helyg

## Guarantor Agreement

This Agreement is made on {date}

**BETWEEN:**

- (1) **Guarantor:** {guarantor name and address}
- (2) **Landlord(s):** **Coeden Helyg** of Wangfield House, Wangfield Lane, Curdridge, SO32 2DA
- (3) **Tenant:** {tenant name}

**RECITALS:**

- (A) This Agreement is supplemental and collateral to the Tenancy Agreement in relation to {property address} (the “**Property**”) and made between (1) Landlord and (2) Tenant (the “**Tenancy Agreement**”).
- (B) The term granted by the Tenancy Agreement is vested in the Tenant.
- (C) This Guarantor Agreement refers to the Tenancy Agreement and any extension or renewal of the Tenancy Agreement.

All references to the Landlord herein shall be deemed to include the Landlord's Agent or any person authorised by the Landlord to act on the Landlord's behalf.

**GUARANTORS OBLIGATIONS**

The Guarantor guarantees to the Landlord that the Tenant shall pay the rent and observe and perform the tenant covenants of the Tenancy Agreement and that if the Tenant fails to pay the rent or to observe or perform any of the tenant covenants, the Guarantor shall pay the rent or observe and perform the covenants.

The liability of the Guarantor shall be limited to a percentage (as defined below) of the total rent, losses, costs and expenses payable under the Tenancy Agreement less any moneys paid by the Tenant in respect of the same. The percentage used shall be 100% of the total rent, losses, costs and expenses payable under the Tenancy Agreement divided by the number of tenants to the Tenancy Agreement.

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 or any failure to observe or perform any of the tenant covenants of this Tenancy Agreement.

The liability of the Guarantor shall not be affected by:

- i) any time or indulgence granted by the Landlord to the Tenant;
- ii) any delay or forbearance by the Landlord in enforcing the payment of the rent or the observance or performance of any of the tenant covenants of the Tenancy Agreement or in making any demand in respect of them;
- iii) the Landlord exercising any right or remedy against the Tenant for any failure to pay the rent or to observe or perform the tenant covenants of the Tenancy Agreement; or
- iv) the Tenant dying or becoming incapable of managing its affairs.

In the event that the Tenant has not paid the outstanding sum(s) demanded when it was due under the Tenancy Agreement, the Guarantor guarantees and undertakes (from the date of this Agreement) to pay to the Landlord the rent within 10 days of receipt of a written demand from the Landlord or his Agent, such demand is to be addressed to the Guarantor.

#### **INDEMNITY**

The Guarantor has agreed to indemnify the Landlord against all costs and damages arising from any breach of the terms of the Tenancy Agreement entered into in respect of the Property.

#### **DATA PROTECTION**

In order to carry out the obligations arising under the terms of the tenancy agreement we are required to process and retain certain personal information that you have provided to us. Full details of the personal information that we hold, why we hold that information and how long it is held for can be found in our privacy policy which is available to view on our website <https://coeden-helyg.com/privacy-policy>.

The EU General Data Protection Regulation 2016/6769 (hereinafter "GDPR") entitles you to request and inspect the personal data that we hold for you. You have the right to request sight of this data by doing so in writing and specifying the information that you are seeking. We will provide you with a copy of the personal information held within one month of receipt of your written request.

Signed by Guarantor/s: