



THIS GUARANTEE BETWEEN:

(1) CHICHESTER COLLEGE of Westgate Fields Chichester West Sussex PO19 1SB (“the Landlord”) and

(2) Name of Guarantor

(This is a parent/guardian/friend over 18 years of age willing to guarantee your payments)

Address of Guarantor

1. DEFINITIONS AND INTERPRETATION

1.1 “The Tenant” means

[Address of Tenant]

1.2 “The Agreement” means the Residence Agreement intended to be entered into between the Landlord and the Tenant.

1.3 “The Property” means a study-bedroom to be allocated to the Tenant by the Landlord for the Period of Residence.

1.4 “The Period of Residence” means the period starting at 8.00am on ___/___/___ and ending at 12 noon on ___/___/___ or such a longer period as may be created by the Agreement.

1.5 “The Rent” means the rent to be reserved by the Agreement.

1.6 Where the Guarantor comprises two or more persons, their obligations are joint and several, which means that as well as having a shared responsibility, either of them can be held individually liable for the entire guarantee.

1.7 References to “he” include “she” and “it”, and words in the singular may be read as including the plural and vice versa where the context allows.

2. GUARANTEE

2.1 In consideration of the Landlord entering into the Agreement with the Tenant, the Guarantor guarantees and undertakes to pay the Rent to the Landlord after the start of the Period of Residence up to a maximum of £2800.00 within 14 days of written demand from the Landlord addressed to the Guarantor



- 2.2 The Landlord's written demand must be accompanied by a certificate from the Landlord that either:
- 2.2.1 The Tenant, following a demand, has not paid the Rent when it was due under the Agreement; or
- 2.2.2 The Agreement has been terminated and
- (a) The amount being demanded is the amount which would be payable under the terms of the Agreement if it was still in existence; or
- (b) The amount being demanded is the amount which would be payable in respect of any occupation by the Tenant after the Agreement had been terminated; and
- (c) Rent is not payable in full by any other person for the period in respect of which Rent is being demanded of the Guarantor
- 2.3 The Guarantor must pay to the Landlord within [14] days of written demand all the Landlord's losses, damages, costs and expenses arising from or incurred as a result of any non-performance or non-observance of the Tenant's covenants in the Agreement.
- 2.4 The Landlord shall not be penalised for having allowed the Tenant extra time to pay or for any reasonable attempts that the Landlord has made to recover the sums due.

3. OTHER PROVISIONS

- 3.1 Subject to clause 3.2, the Guarantor's obligations shall end (without affecting any claim which has already arisen) on the later to occur of:
- 3.1.1 Expiry of the Period of Residence; and
- 3.1.2 The Tenant vacating the Property
- 3.2 If a new tenancy of the Property is granted (following lawful termination of the Tenant's rights in the Agreement) before the expiry of the Period of Residence, the Guarantor's obligations shall cease on the grant of the new tenancy.
- 3.3 If during the Period of Residence the Tenant transfers to other accommodation let by the Landlord the Guarantor's obligations shall also transfer to that other accommodation (but not so as to increase the Guarantor's total liability under this Agreement or to nullify any obligations which may have arisen before the transfer).
- 3.4 The rights and remedies of the Landlord against the Guarantor in this Agreement do not affect the rights and remedies which the Landlord might have against the Tenant BUT if the Landlord recovers any sums from the Guarantor and subsequently recovers any sum in respect of the same liability from the Tenant, then the Landlord shall re-pay the sum(s) recovered from the Tenant (up to the amount paid by the Guarantor) to the Guarantor within 21 days.
- 3.5 In consideration of the Guarantor giving this guarantee the Tenant undertakes to the Guarantor to re-pay the Guarantor within a reasonable time of demand any sums which the Guarantor pays to the Landlord and which are not reimbursed.
- 3.6 This Guarantee comes into effect on the date as shown in section 1.4.



To be completed by the Guarantor

Signed by the Guarantor

Full Name

Date

To be completed by the Tenant

Signed by the Tenant

Full Name

Date

To be completed by the Landlord

Signed on behalf of the Landlord

Date