

LANDLES

ESTATE AGENTS LETTINGS & MANAGEMENT SURVEY & VALUATION

Office use:

Supporting Applicant (Name):

Applying for (Property Add):

Proposed Start Date:

Tenancy GUARANTOR Application Form:

Note; To be considered as a Guarantor you MUST be a UK home owner

Property:

RE: Tenancy Application by:

Title: Mr / Mrs / Miss / Ms

GUARANTOR: Last Name:

First Name:

Middle Name/s:

Any Previous Name/s in Full:

Current Address:

Time spent at this address:

Do you own this home ? []

Are you attaching Land Registry Title docs ?

Approx amount of EQUITY ?

Note; To be considered as a Guarantor you MUST be a UK home owner.

Other [] please state

Tel: Home:

Work:

Mobile:

E-mail address:

Marital Status:

Number of Dependants:

Identification (Please supply N.I. number with driver's licence or passport, plus photocopy showing your photo)

Date of Birth:

Place of Birth:

Nationality:

to be considered as a Guarantor you MUST be a UK citizen.

National Insurance Number:

Driver's Licence Number:

Passport Number:

Answer clearly – write YES or NO

Individual Voluntary Agreement ?

County Court Judgements ?

Court Decree ?

Bankruptcy ?

Ever been subject to an Eviction Order ?

Administration Orders ?

If yes to any of these, please give full details...

Previous Addresses – full address for last **three years** including postcodes, dates, and reasons for moving:

[1] ADDRESS:

Occupation Dates:

REASON FOR LEAVING:

[2] ADDRESS:

Occupation Dates:

REASON FOR LEAVING:

[3] ADDRESS:

Occupation Dates:

REASON FOR LEAVING:

Present Occupation: Employed [☐] Self-Employed [☐] On-Contract [☐] Retired [☐] Un-employed [☐] Independent Means [☐] (<i>tick box</i>)		Employer: ----- Pension provider: ----- Other Income e.g property:
Line Manager or other contact:	Address: Post Code:	
Date started this employ:		
Employee Ref No:	Employer Telephone:	
Position Held:	Employer Email:	
Gross Annual Earnings £ ----- Pension £ ----- Private Income £	Your work Telephone:	
Is your employment permanent?	Your work Email:	
Do you plan to change employment soon?		
Previous Occupation (if less than 3 years): Employed [☐] Self-Employed [☐] On-Contract [☐] Retired [☐] Un-employed [☐] Independent Means [☐] (<i>tick box</i>)		Employer: -----
Line Manager or other contact:	Address: Post Code:	
Date started this employ:		
Position held:	Employer Telephone:	
Gross Annual Earnings £	Employer Email:	

Initials:

SAMPLE *** SAMPLE *** SAMPLE *** SAMPLE *** SAMPLE *** SAMPLE *** SAMPLE ***

IMPORTANT NOTE;

The signing of this document creates a **legally binding contract between the Parties**. Each Party must take their own independent legal advice before entering into the commitments set out below.

Please INITIAL each page.

Dated this day of 20.....

Guarantor Agreement **to an Assured Shorthold / Periodic Tenancy**

THIS DEED OF GUARANTEE AGREEMENT is made BETWEEN the Guarantor and the Landlord

Guarantor
(jointly & severally)

.....
Guarantors address

.....
Landlord

.....
Landlords address / Agent
OR: Per LANDLES, Blackfriars Chambers, Blackfriars Street, King's Lynn, Norfolk PE30 1NY

.....
Guaranteed Persons
(jointly & severally)

.....
Property
The dwelling at address

.....
Proposed Tenancy Commencement Date

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

II. The Guaranteed Person will be the Tenants at the Property and this Guarantee Agreement refers to the current Tenancy being undertaken and any extension or renewal of that tenancy or statutory periodic term. A COPY OF THE PROPOSED Tenancy is attached herewith.

III. The Landlord agrees to let the property to the Tenant/s and in consideration of this the Guarantor agrees to

act for the Tenant should the Tenant fail for any reason to meet their obligations including but not only any financial commitments arising from a tenancy agreement entered into in respect of the Property

IV. The Guarantor undertakes to pay to the Landlord promptly upon request as maybe given by the Landlord or Agent any outstanding rent if the Tenant following demand has not paid the amount being demanded when it was due under the Tenancy Agreement in accordance with the terms of the Tenancy Agreement. The Guarantor will be liable for the rent and any reviewed rent during the term of the Agreement. The Guarantor will ensure the compliance of the Tenant with the terms and obligations of the Tenancy Agreement. The Guarantor is liable for any dilapidations that may accrue.

V. The Guarantor also agrees to pay and make good to the Landlord upon demand all reasonable losses or expenses incurred by the Landlord as a result of default by the Tenant in the performance or observance of the Tenant's covenants or obligations under the Tenancy Agreement

VI. The Landlord is not obligated to demand rent from the Tenant when due and any failure of the Landlord in demanding or collecting the Rent when it falls due and any additional time given to pay the rent to the Tenant by the Landlord shall not release the Guarantor from his obligations under this agreement or in any way affect the liability of the Guarantor under this agreement

VII. Where the Rent or any portion of it is paid by housing benefit or other benefit scheme the Guarantor agrees to pay the Landlord or Agent for the amount of any claims arising from overpayment which may be made by the local authority in relation to the specified Tenant either during the tenancy or for a period of upto six years thereafter

VIII. The Tenant shall be jointly and severally liable for the obligations contained within the tenancy agreement (i.e. where there is more than one tenant, all agreements and obligations can be enforced against all of the tenants jointly and against each separately) For the avoidance of doubt the Guarantor's liability is NOT restricted to the Guaranteed Person but extends to all the Tenants on the tenancy agreement

IX. This guarantor agreement will remain in force until the Tenant has vacated the Property and all contracts relating to the Tenant and the Property have expired

X. In the event of the death or bankruptcy of the Guarantor during the currency of this agreement the Guarantor's estate will be liable as surety and co-principal debtor. Where the Guarantor is a Company then in the event that the Company is sold taken over or merged with another company then the new Company in whatever form or arrangement that may evolve will continue to be bound by this Agreement.

XI. The Guarantee is binding and cannot be revoked and shall continue throughout the period it is occupied by the Tenant or any assigned subtenant or licensee of the tenant.

XII. The Guarantor will not be released from the liabilities arising under the Tenancy Agreement and the Guarantee by any variation or amendment of the Tenancy Agreement relating to the rent, the parties to the Agreement or any other term of the Tenancy Agreement.

XIII. If the Tenant defaults at any time whether in the initial term or any extension or continuation of it or the Tenant is declared bankrupt and the Tenant's trustee in bankruptcy elects to disclaim the Tenancy Agreement then on written demand the Guarantor will compensate the Landlord for all losses, claims, liabilities, costs, legal fees and expenses arising out of or due to that default or disclaimer or incurred by the Landlord due to the default or disclaimer.

XIV. The Guarantor will be liable to pay any costs, fees and expenses of the Landlord in entering this Guarantee and of the Tenancy Agreement whether or not court proceeding are taken.

XV. I have read and understand the contents of a copy of the Assured Shorthold Tenancy agreement relating to the Property and due to commence on the Proposed Tenancy Commencement Date.

XVI. The proposed Tenancy Commencement Date may be subject to change and any reasonable change to the start date will not nullify this Agreement

XVII. It is agreed that there shall be no right to cancel this Agreement once the tenancy has commenced

IMPORTANT NOTE:

The signing of this document creates a **legally binding contract between the Parties**. Each Party must take their own independent legal advice before entering into the commitments set out in the agreement.

THE PARTIES set out below do now hereby DECLARE that prior to signing and entering into this Agreement **they have taken** their own independent legal advice in respect of the legally binding commitments under this contract and have had due time and opportunity to raise any matters

This document is executed as a deed and is delivered and takes effect on the date stated at the beginning of it
No additions or variations may be made to this lease unless signed by both parties

If a party to this Tenancy agreement is a company: Two directors, or; A director and a company secretary, or: A single director whose signature is independently witnessed - must sign on behalf of the company

SIGNED AS A DEED by

Guarantor [1]

Guarantor [2]

SIGNED by WITNESS:

Print Name:

Address:

Occupation:

SIGNED by the LANDLORD / LANDLORD'S AGENT :

SIGNED by WITNESS:

Print Name:

Address:

Occupation:

Proof of SIGNATURE doc

Proof of ID doc

Proof of Home Address doc

PROOF OF HOME OWNERSHIP :

Copy of Land Registry Title

Proof of EQUITY

SAMPLE *** SAMPLE *** SAMPLE *** SAMPLE *** SAMPLE *** SAMPLE *** SAMPLE ***

DECLARATION : I apply to act as a Guarantor

For Name of Proposed Tenant:

At Address of Property to Let:

FOR the period of : the duration of the tenancy /

The initial rental amount is £ per calendar month payable by Standing Order, and any subsequent rent payable following a review

[1] I believe the information provided here to be true and authorise the landlord or agent to:

[a] Carry out credit searches and reference checks and to contact employers, banks, referees, guarantors and credit reference agencies as appropriate.

[b] Use the information obtained with third parties to assess credit ratings, make insurance decisions, for fraud prevention and tracing / debt collection.

[c] Handle all information obtained in strictest confidence and in accordance with the principles of the Data Protection (see LANDLES Privacy Statement)

[2] I understand that I can request the details of any credit reference agencies used so that I can verify with them the information provided.

[3] I understand that submission of this form is an Application only and may be accepted or refused at the sole discretion of the landlord.

[4] I understand that if I default on my guarantors' obligations, this information may be released (per S35 DPA 1988) to authorised debt recovery agencies and could affect any future applications I make for tenancies, credit and insurance. Privacy Statement: The *LANDLES Privacy Statement* which sets out how we deal with personal information we hold to perform our duties and contractual instructions is available to view at www.landles.co.uk or is available on request. By signing this AGREEMENT you confirm that you have read and understood this and agree to the Statement.

[5] Completing this form does not commit the prospective tenant or landlord to a tenancy.

[6] I do hereby confirm that this Application has been made in good faith and in the event of proceeding and signing up for a Tenancy for which I am the guarantor I do so in the full knowledge of the contractual obligations this will place upon me. I have duly considered the financial planning in order to discharge such obligations.

[7] I understand that where I am providing a GAURENTEE to a prospective tenant who is or intends to be claiming housing benefit then unless previously agreed otherwise in writing I will be responsible for a period of up to 6 years from the date the tenancy ceases for any refund of housing benefit overpayment that may be become due to the Local Authority.

[8] I can confirm that I have read the above and the DRAFT SAMPLE GAURANTOR Agreement as attached, and have raised any concerns with the landlord or agent.

Signature of Guarantor: **Date:**

Print name in block capitals:

Please return Please return this completed Form to :

LANDLES

Blackfriars Chambers, Blackfriars Street, King's Lynn, PE30 1NY

Tel : 01553 772816 Email: info@landles.co.uk

Initials:

You will need to bring FOUR of the following documents (TWO from each group) to the agents offices:-

IDENTIFICATION DOCUMENTS

Tenancy Guarantor Application

Full Name of Guarantor: Date:

EVIDENCE of <u>NAME</u> DOCUMENTS (Two required, at least one with a photo – we require sight of original documents, plus good photocopies, or we require certified copies – see below)	Tick 2 Boxes
Valid Passport/ID Card – (2 or more passports if dual/multi nationality)	
Resident Permit or Work Permit – issued by the Home Office	
Letter from Employer or Payslips or Contract of Employment	
Current Full UK Driving Licence (photo)	
Birth Certificate or Marriage Certificate	
National Insurance Card or document confirming NI number	
Benefit Book (or original letter confirming benefits)	
Self-employed Tax Exemption Certificate – with photo	
Recent Inland Revenue Tax Notification	

EVIDENCE of <u>ADDRESS</u> DOCUMENTS (Two required, sight of originals or certified copies – all letters to show your current address in full)	Tick 2 Boxes
Bank or Building Society Statements (not older than 6 months)	
Local Authority Council Tax bill (current year)	
Utility bill (not older than 3 months) – not a mobile phone bill	
Mortgage Statement (most recent)	
Solicitor's letter (not older than 6 months)	
Current Tenancy Agreement	
Letter from current Landlord	
Benefit Book or letter from Benefits Agency (if not used above)	

1. We must have proof of personal identification (2 pieces) and evidence of current address (2 pieces) – 4 pieces in total – the same documents will not cover both.
2. *If you are a **UK National** we can accept certified copies by:* a UK Lawyer, Banker, Authorised Financial Intermediary, MCCB Regulated Mortgage Intermediary, Chartered Accountant, Teacher, Doctor, Minister of Religion, Post Master/Sub Post Master.
3. *If you are a **Non UK National** we can accept certified copies of documents from:* an Embassy, Consulate or High Commission of the Country of Issue, a Senior Official of a UK Employer, Lawyer or Attorney.
4. **Certified Copies** should be signed “original seen” and dated with full printed name, title/position, telephone or email contact and address of certifier.

Bank Reference Enquiry & Customer Consent form:

LANDLES

ESTATE AGENTS LETTINGS & MANAGEMENT SURVEY & VALUATION

ENQUIRY TO: The Manager

Bank Name:

Address:

Sort Code:

Reference enquiry FROM:

LANDLES

Blackfriars Chambers | Blackfriars Street | King's Lynn | Norfolk | PE30 1NY.

Tel: 01553 772816 Email: info@landles.co.uk

Our ref:

Information request on:-

Name of Customer:

Address:

Account Number:

Please will you let us have your opinion as to the means and standing of the above named Customer and his/her trustworthiness and ability to meet a RENTAL PAYMENT of:-

RENT AMOUNT: £ per calendar month, exclusive

(words):

Customer Consent & Authorisation:

I/We (Customer)

Consent to our Bankers, as above, providing a reference for us to LANDLES
and

I / we have read and understood the *LANDLES Privacy Statement* on how personal information is dealt with by the firm
We do hereby authorise our Bankers to debit our account with the fee payable by us for providing this enquiry

SIGNED: PRINT NAME:

PLEASE USE YOUR NORMAL SIGNATURE AS PREVIOUSLY REGISTERED WITH YOUR BANKERS

Date:

☐ **OR: APPLICANT SUPPLYING BANK STATEMENTS / PROOF OF SAVINGS:**

If your Bankers no longer provide bank references: Please supply last -

[] 3 months Bank Statements /

[] 6 months if you are self-employed,

with this Application Form. *pdfs or copies acceptable of a full statement.*

BASIC REQUIRMENT; Evidence of ability to meet the rental amount via "free cash flow" from regular income less outgoings will need to be shown. AND/OR; if guarantee by savings – evidence of 12 x monthly rent to be proved.

NOTE: Copies of bank statements may be required in addition to a standard bank reference as part of the referencing process

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