

T: 01522 410 646

E: [info@StudentHousingLincoln.co.uk](mailto:info@StudentHousingLincoln.co.uk)

E: [info@LincolnPropertyCompany.co.uk](mailto:info@LincolnPropertyCompany.co.uk)

St Mark Street, Lincoln,  
Lincolnshire, LN5 7BA



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## GURANTOUR AGREEMENT

### Terms & Conditions:

1. The Landlord agrees to let the Property to the Tenant(s). In consideration of this, the Guarantor agrees to act for the Tenant(s) should he/they fail, for any reason, to meet the financial commitments arising from the Tenancy Agreement entered into in respect of the Property.
2. This Guarantor Agreement refers to the current tenancy being undertaken and any extension or renewal of that tenancy. All references to the Landlord herein shall be deemed to include the Landlord's Agent or any person authorised to act on the Landlord's behalf.
3. The Guarantor undertakes to pay to the Landlord from the date of this Agreement from time to time the Rent within 10 days of receipt of a written demand from the Landlord or his Agent addressed to the Guarantor if the Tenant following demand has not paid the amount being demanded when it was due under the Tenancy Agreement.
4. The Guarantor shall pay and make good to the Landlord on demand all reasonable losses and expenses of the Landlord incurred as a result of default by the Tenant in the performance or observance of the Tenant's covenants under the Tenancy Agreement. Any failure of the Landlord in demanding or collecting the Rent when it falls due, and any time to pay which may be given to the Tenant by the Landlord shall not release the Guarantor or in any way affect the liability of the Guarantor under this agreement. Should the Guarantor die during the currency of this agreement, the Guarantor's estate will be liable as surety and co-principal debtor.
5. If the tenancy is for a fixed term, then this guarantee applies for the whole of the term and is not revocable during that term.
6. If the tenancy is periodic or has become periodic by agreement or the operation of law, then this guarantee may be terminated by written notice by the Guarantor subject to the Tenant vacating at the earliest legally permissible date required for possession. If the Tenant fails to vacate on this earliest date then the guarantee shall continue until the Tenant vacates.
7. It is agreed that there shall be no right to cancel this agreement once the tenancy has begun and the Consumer Protection (Distance Selling) Regulations 2000 shall not apply in this case.

Dear Sirs,

In consideration of the above statements and your willingness to grant a tenancy of

\_\_\_\_\_ PROPERTY ADDRESS \_\_\_\_\_ to my \_\_\_\_\_ RELATION (Eg. SON) \_\_\_\_\_

known as \_\_\_\_\_ FULL TENANT NAME \_\_\_\_\_, I hereby agree to indemnify you against any default in payment of rent, mesne profits, damages for use and occupation, damages for disrepair, other damages or costs you may incur as a result of the said tenancy, or any further occupation of the property after the expiry of the tenancy whether under statutory continuation thereof or not.

Guarantors Home Address: \_\_\_\_\_

\_\_\_\_\_ Postcode: \_\_\_\_\_

Name (Printed): \_\_\_\_\_ Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

As requested a formal copy of my ID is attached and a copy of my proof of address.

**Note: Acceptable formal ID must be either a passport or driving licence. Proof of address must be a utility bill no older than 6 months.**

Signature: \_\_\_\_\_

The Direct Debit Mandate attached on page 3 must also be completed. This mandate is used to collect any owed sum of monies owed under this agreement You will be notified in writing before any sum is requested



# Instruction to your bank / building society to pay by Direct Debit



Please fill in the whole form and send it to:

Lincoln Property Company LTD  
 Student Housing Lincoln,  
 St Mark Street,  
 Lincoln,  
 Lincolnshire,  
 LN5 7BA

Service User Number

0	1	4	5	8	4
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Name(s) of Account Holder(s)


Reference Number

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Bank/Building Society account number

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Branch Sort Code

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Instruction to your Bank or Building Society

Please pay Lincoln Property Company LTD, Direct Debits from the account detailed in this instruction subject to the safeguards assured by the Direct Debit Guarantee. I understand that this Instruction may remain with Lincoln Property Company LTD and, if so, details will be passed electronically to my Bank/Building Society

Name and full postal address of your Bank or Building Society

To 'The Manager'	Bank/Building Society
Address	
Postcode	

Signature(s)

Date

Banks and Building Societies may not accept Direct Debit Instructions from some types of account.

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 This Guarantee should be detached and retained by the Payer

## THE DIRECT DEBIT GUARANTEE

- This Guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits
- If there are any changes to the amount, date or frequency of your Direct Debit Lincoln Property Company LTD will notify you 10 working days in advance of your account being debited or as otherwise agreed. If you request Lincoln Property Company LTD to collect a payment, confirmation of the amount and date will be given to you at the time of request
- If an error is made in the payment of your Direct Debit by Lincoln Property Company LTD or your bank or building society you are entitled to a full and immediate refund of the amount paid from your bank or building society
- If you receive a refund you are not entitled to you must pay it back when Lincoln Property Company LTD asks you to.
- You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify us

