**Financial Guarantor**

**IMPORTANT NOTICE**

This Guarantor Agreement creates a binding legal contract. If you do not fully understand the nature of the agreement, then it is recommended that you take independent legal advice before signing

Thank you for choosing to be the guarantor. Please find attached the form that is required to be completed. A copy of the tenancy agreement can be found on our website **www.orinocoproperty.info**. Please allow yourself an adequate opportunity to read both documents before signing.

**The property details are**
**Tenant(s) Name:**  **Property Address:**

Please find attached the agreement that should be read carefully. You are required to complete all fields as any missing information could result in delays.

We take data protection seriously and we will not use your information for any purpose other than credit referencing and drawing up the occupation statement which forms the written statement, the data held by us about you will be held securely. Please note this is a joint tenancy agreement so your will therefore be sharing your information with the other contract holders and guarantors.

**AS A GUARANTOR YOU ARE ALSO REQUIRED TO PROVIDE ALONG WITH THIS FORM:**

* **Proof of your address when returning this agreement in the form of a utility bill no older than three months.**
* **A photocopy of one form of photo identification for the guarantor (acceptable forms are driving licenses and passports)**

**CRITERIA FOR BEING THE GUARANTOR:**

* **The Guarantor must be a resident of the UK, a UK property owner and over 25 years old.**
* **Please ensure that the witness to the Guarantor is NOT related to the Guarantor by either birth or marriage and is not any of the parties listed on the tenancy agreement, which this agreement relates to.**
* **We accept digital completed copies of this form however we can only accept digitally signed signatures such as iPencil, DocuSign etc., not typed signatures.**

**Property Address (the dwelling known as):**

**Tenant’s Name:**

**Contract Commencement Date:**

**Contract End Date:**

**Landlord(s):** Orinoco Property

**FINANCIAL GUARANTOR INFORMATION (Must be the home owner)**

**Circle as appropriate** Mr / Mrs / Miss / Ms

**Full Name: ……………………………………………………………………………………………..**

**Home address: ………………………………………………………………………………………..**

**Email address: …………………………………………………………………………………………**

**Mobile number: ……………………………………………………………………………………….**

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 they/he/she 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 financial 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
5. 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.
6. 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
7. overpayment, which may be made by the local authority in relation to the specified Tenant(s). Such overpayments may occur at any time, either during the tenancy or within six years thereafter.
8. 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.
9. If the tenancy is periodic or has become periodic by the 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.
10. 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.
11. It is agreed that the landlord may carry out referencing and if required a credit check in order to assess the suitability of the guarantor. This may be carried out by Third party referencing/credit companies.
12. Should the tenant(s) fail to pay any charges that are incurred during the tenancy that exceed deposit amount, the guarantor(s) will be contacted and will be liable for these charges. The landlord reserves the right to go to the Small Claims Court should there be refusal to make payment by either the tenant(s) or guarantor(s).

**Please note this must be signed and returned before the contract can be signed.**

Witness Signature ……………………………….

Name:

Address:

Contact Number:

Signed by the Witness

Signed by the Guarantor

…………………………………

I hereby confirm that the above information is true and accurate

Signed by the tenant

……………………………………………………………………………

Signed by the Landlord/Agent

……………………………………………………………………………