

# Guarantee Form

Jewish Care want guarantors so we can make our services available to the widest number of possible tenants, some of whom may not otherwise qualify for a tenancy and access to our services. Having a guarantor helps us complete the admission process as quickly as possible. Having a signed guarantor form is a necessary part of the process for new tenants.

Before signing this guarantee, you should get independent legal advice on the obligations you are agreeing to, which will be legally binding on you when you sign. You can get advice from a solicitor and they should advise you in writing that they have explained to you the obligations you are being asked to take on and the effect of the document we are asking you to sign. If you decide not to get independent legal advice when you sign this guarantee, you are confirming that you had the opportunity to get independent legal advice, and we advised you to do so, but you decided not to take it.

The amount of money we are asking you to guarantee is not a specific amount, but it will need to cover all amounts the tenant may owe us. This may include: regular payments of the rent, service charge and support charge; all the costs associated with any breach of the tenancy agreement by the tenant, to cover any losses, the costs of remedying damage, or other expenses; interest payable on any unpaid charges or costs; and any legal fees associated with starting or ending the tenancy or dealing with breaches of the tenancy. Any amounts demanded from the Guarantor must always be 'reasonable'. The tenancy agreement will set out the initial regular charges (rent, service charge and support charge) but these amounts will change over time. Other costs cannot be specified in advance. It cannot be predicted when any liability will arise.



**JEWISH CARE**

**To: Jewish Care, Amélie House, Maurice and Vivienne Wohl Campus,  
221 Golders Green Road, London NW11 9DQ**

You (*Jewish Care*) have agreed to accept:

(*insert name of tenant*) .....

as your tenant at Jewish Care's premises (*name and address*)

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under the terms of an agreement, with an initial rent set out in the tenancy agreement. The tenant must pay the rent for the month to come, as shown in the terms of the tenancy agreement. I am guaranteeing that they will pay the rent and keep to the terms of the tenancy agreement with the following conditions.

**1. Paying rent if they are 14 days in arrears (late in paying)**

If the tenant fails to pay the rent for 14 days from it becoming due, if you write and ask me I will pay the rent they owe.

**2. Paying damages if they break any conditions of the agreement**

If the tenant fails to carry out any of their obligations or to keep to any term of the agreement, I will pay you all the losses, damages, expenses and costs you are entitled to recover as a result of their failure and which you cannot get from them.

**3. How long this guarantee will last**

This guarantee will continue in full force even if any terms or conditions of the agreement change (whether I have agreed to the new terms or not), including any change to increase the amount of rent due.

This guarantee will also apply to any new or further agreement you enter into with the tenant, no matter how much rent or money is due under it.

This guarantee also applies to the actions and failure to act of the tenant during the period of their occupation and cannot be revoked (withdrawn) and will apply to my estate if I die. It will also continue to apply if the tenant becomes

bankrupt or dies. Without affecting what I have already said in this clause, this guarantee will still apply even if you give the tenant time to pay their rent, or meet their obligations under the tenancy agreement.

#### **4. The guarantee will end when the tenancy ends**

When the tenancy ends, all future legal responsibility I have under this guarantee will end.

#### **5. Joint and several liability**

Nothing in this guarantee removes the tenant's joint and separate legal responsibility for the tenancy agreement.

Your name (guarantor).....

Relationship to tenant.....

Address .....

.....

.....

.....

Postcode .....

Your email address .....

Passport number or driving licence number.....

*(please attach a copy)*

Your signature .....

Date.....

**Witness to my signature** *(This cannot be someone related to you)*

Name of witness.....

Signature of witness .....

Address of witness.....

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Postcode .....

**Please note:**

You must give us a copy of photographic identification.