

Guarantee

THIS IS A LEGALLY BINDING DOCUMENT

By completing the guarantor form this guarantees the Edinburgh Napier University payment for rent and any other charges from the student's guarantor in the event that the student is unable to pay his/her rent and any other charges he/she is liable for. In the event a student does not make payment of rent and/or payment of any charges within 7 working days of the service charge being issued or the rental payment deadline (10th of each month) we will contact the guarantor by writing and/or telephone to inform them of the debt amount and will disclose what the debt is in relation to. Please note we will retain a copy of this form for the standard 7 year period and only our Student Accommodation Team and Finance Department will have access to this information for debt collect purposes.

For full information on how your personal data is processed please click on this link
<https://staff.napier.ac.uk/services/secretary/governance/DataProtection/Pages/statement.aspx>

STUDENT DETAILS (THE STUDENT SHOULD COMPLETE THIS SECTION - PLEASE USE CAPITALS LETTERS)

On behalf of

Student Name _____ (of Student)

Edinburgh Napier Number _____

Home address _____ (Student)

Postcode _____

Allocated Accommodation Address _____

Student Signature _____ (of Student)

(hereinafter called "the Tenant")

GUARANTOR DETAILS (THE GUARANTOR SHOULD COMPLETE THIS SECTION - PLEASE USE CAPITALS LETTERS)

The guarantor is generally a parent, guardian, family member, partner etc but can be anyone over 18 years old who is willing to cover the student, details above, rental cost and any charges accumulated during the students stay within student accommodation.

By

Please note it is the responsibility of the guarantor to ensure Edinburgh Napier University, Student Accommodation Department are made aware of any changes as detailed below during the next 3 years. You can email accommodation@napier.ac.uk stating the students Edinburgh Napier number and change of address or contact number.

Title (Mr/Mrs) _____ Full Name _____ (of Guarantor)

Home Address _____ (Guarantor Address)

Postcode _____

Email _____ Telephone: _____ (of Guarantor)

(hereinafter called "the Guarantor")

In favour of

The Court of Edinburgh Napier University incorporated under statute, of 219 Colinton Road, Edinburgh, EH14 1DJ
(hereinafter called "Edinburgh Napier")

WHEREAS

- (FIRST)** Edinburgh Napier and the Tenant have agreed to enter into a Tenancy Agreement relative to a university Controlled student flat in Edinburgh to be occupied by the Tenant ("the Premises") (and all as the said Tenancy Agreement granted or about to be granted is hereinafter referred to as "the Tenancy Agreement").
- (SECOND)** The Guarantor has agreed at the request of the Tenant to guarantee the payment of the Rent (as defined in the Tenancy Agreement) due under the Tenancy Agreement and any other charges he/she may become liable for.

NOW THEREFORE the Guarantor AGREES as follows:

1. Guarantee

- 1.1** The guarantor hereby binds and obliges himself to guarantee to Edinburgh Napier payment of the Rent due by the Tenant under the Tenancy Agreement and any other charges the student may become liable for.
- 1.2** If the Tenant shall make default in payment of the Rent when due and payable to Edinburgh Napier under the Tenancy Agreement and any other charges which may be due to be paid, the Guarantor shall forthwith, on demand by Edinburgh Napier, unconditionally pay to Edinburgh Napier in the manner prescribed in this guarantee an amount equal to the amount payable by the Tenant.
- 1.3** The guarantee and indemnity contained in this deed shall continue in force and effect until all monies owing or payable, or purported to be owing or payable, by the Tenant under the Tenancy Agreement in respect of Rent and any other charges have been paid and notwithstanding any change in the status of the Tenant.
- 1.4** The Guarantor shall not be exonerated by any forbearance, whether as to payment, time, performance or otherwise, or by any other indulgence being given to the Tenant or by any variation of the terms of the Tenancy Agreement or any act, or omission which, but for this provision, might operate to exonerate or discharge the Guarantor of its obligations under the Guarantee and indemnity contained in this deed.
- 1.5** The liability of the Guarantor hereunder shall not exceed the sum of **£9900.00** or the total annual rent in aggregate, whichever is higher.
- 1.6** A statement or demand in writing issued by Edinburgh Napier shall be conclusive evidence that the sum so claimed is due by the Tenant and shall be payable by the Guarantor forthwith without further proof.
- 1.7** The Guarantor hereby approves the terms of the Tenancy Agreement in all respects.

2 Variation

No variation of this deed shall be effective unless made in writing and signed by and on behalf of each of the parties.

3 Applicable Law and Jurisdiction

This deed shall be governed by and construed in accordance with the law of Scotland and each of the parties submits to the exclusive jurisdiction of the Scottish Courts.

The Guarantor consents to registration hereof for preservation and execution: IN WITNESS WHEREOF these presents consisting of this and the preceding page are executed as follows:

Guarantor's Full Name _____

Guarantor's Signature _____

WITNESS DETAILS (the witness cannot be related to student or guarantor)

Mandatory - the guarantor's signature must be witnessed by an independent non family member.

Witness Full Name _____ Date _____

Witness's Signature _____

Witness Address _____

Please complete, scan or take a picture and upload this form to the online application system.