

Accommodation Team
The Estates and Facilities Hub
46 Longport
Canterbury
Kent
CT1 1PJ

Dear [INSERT NAME]

**Accommodation Guarantor – Test Account - CANTSGPRES St. Georges 2 Room 6
First Floor Flat St. Georges Student Centre, St. Georges Place, Canterbury, Kent,
CT1 1UT**

The above-named student has applied to us for accommodation and, in choosing to pay in instalments or because they are under the age of 18 years, needs a guarantor. They have informed us that you have agreed to be the guarantor for their licence agreement obligations, including payment. This provides us with the security and knowledge that the rent will be paid in full.

To be a valid Guarantor, you will be confirming that you are over the age of 18 and either in employment, in receipt of reasonable private pension or a home owner.

By becoming this, you are accepting joint responsibility for ensuring that accommodation payments and any additional charges (damage, etc., which we hope will not happen) are paid on time, and that the student keeps all the [terms and conditions](#) of the licence agreement.

If you agree to act as guarantor, please read the licence carefully and the enclosed guarantee Agreement. By ticking the "Accept" box on the portal you are agreeing to become the guarantor for the student named above. Please keep a copy of the guarantee agreement for your records; it can also be viewed at any time on the [guarantor](#) portal.

Please be aware that our accommodation stock is limited, and we need to organise rooms now. If you do not respond and accept promptly (4 days), we may offer the room to another applicant, so please do not delay. The student will not be able to move in without a guarantor, so please let them know quickly if you cannot accept, so they can find another guarantor.

You may wish to take independent advice from a solicitor or Citizens' Advice Bureau before making a commitment. If you have any queries regarding this matter please do not hesitate to [contact](#) us.

Yours faithfully

Accommodation Team

STUDENT ACCOMMODATION LICENCE - GUARANTEE AGREEMENT

This guarantee is made between:

- (1) [INSERT FULL NAME] of [INSERT FULL ADDRESS] Test Guarantor, Accommodation Services, CCCU, North Holmes Road, Canterbury, Kent, CT1 2HJ ("the Guarantor")
- (2) Canterbury Christ Church University of North Holmes Road, Canterbury, Kent CT1 2HJ ("the University")

1. In this Guarantee Agreement, "the Licence Agreement" means the student Accommodation Licence Agreement, the key terms of which are set out below. Words in this agreement which are written with an initial capital letter shall have the same meaning as is given in the Licence Agreement.

| | |
|------------------------------|---|
| Student / Licensee: | Test Account |
| University: | Canterbury Christ Church University or such other person or organisation as may become entitled to receive the Fees during the Licence Period. |
| Room TYPE | Example (large ensuite) |
| and Location: | |
| Licence due to start on: | 16 September 2017 |
| Licence due to end on: | 23 June 2018 |
| Fees for the licence period: | £6,480.00 inclusive of gas, electricity and water |
| Other terms: | The standard terms and conditions applicable to the license are on: https://www.canterbury.ac.uk/study-here/applying/terms-and-conditions together with details of the cancellation policy that applies to the Licence Agreement |

2. In return for the University agreeing to grant a licence to the Licensee the Guarantor guarantees to the University that he/she will pay the

Accommodation fees and any Fees due under the Licence Agreement within 28 days of receiving a letter from the University confirming that either:

1. the Licensee has not paid the Fees or any other Fees due under the Licence Agreement, or
2. the Licensee's rights under the Licence Agreement have been lawfully terminated; but
 - (i) payment of the amount being demanded would have been due if the Licence Agreement had not been terminated; and
 - (ii) there is no-one else (apart from the Licensee) who has paid or who is liable to pay the amount being demanded from the Guarantor.

The Guarantor guarantees to the University that he/she will pay within 28 days of the letter, the sum specified therein which will amount to a sum equal to the University's losses, and the costs and expenses they have reasonably and necessarily incurred, as a result of any breach of the Licensee's obligations in the Licence Agreement. The University is under no obligation to bring any claims under the License Agreement, before bringing any action against the Guarantor.

The Guarantor's obligations shall end (without affecting any claim which has already arisen) on the first to occur of:

- (i) expiry of the Licence Period; or
- (ii) the grant of a new licence of the Accommodation at a Fee not less than the Fees reserved by the Licence Agreement (following lawful termination of the Licensee's rights).

After lawfully terminating the Licensee's rights, the University may let the Accommodation to someone else, but if the University is not able to achieve a Fee or occupancy period equivalent to the remainder of the Licence Agreement, the Guarantor shall remain liable for the shortfall.

If during the Licence period the Licensee moves to other Accommodation let by the University for the same period as the License was agreed, the Guarantor's obligations shall also transfer to that other accommodation (but not to increase the Guarantor's total liability beyond that set out in this agreement).

The rights and remedies of the University against the Guarantor in this Agreement do not affect the right and remedies which the University might have against the Licensee BUT if the University recovers any sums from the Guarantor and subsequently recovers from the Licensee any

sum in respect of the same liability, then the sum recovered from the Licensee shall (up to the amount already paid by the Guarantor) be repaid to the Guarantor within 28 days.

3. The Guarantor hereby authorises the University to use his/her personal data, phone number for all lawful purposes in connection with this agreement (including debt recovery; recovery to 3 party debt collection or agency and fraud prevention).
4. The Guarantor's obligations can only be brought to an end as stated in clause 2 and not by any early termination of the Licence Agreement.
5. The Guarantor confirms that they are over the age of 18 and is either in employment, in receipt of reasonable private pension or a home owner.
6. The Guarantor shows his/her agreement to the above terms by:
 - clicking "Accept" on the portal.

I hereby guarantee the payment of all monies due arising out of the Licence Agreement entered into [INSERT FULL NAME] of [INSERT FULL ADDRESS]

I understand that if the Licensee named fails to pay, I will be liable and will pay upon demand the sum owing.

This guarantee covers the whole period of the licence.

I ACCEPT THE TERMS AND CONDITIONS OF THIS LEGAL CONTRACT

| Signed | Dated | Full Name | Date of Birth |
|--------|-------|-----------|---------------|
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Please note that the accommodation application is incomplete and not secured until you have clicked "Accept" on the portal.