

## RENT GUARANTEE AGREEMENT WITH STUDENT

THIS AGREEMENT is made on \_\_\_\_\_

BETWEEN

(1) [INSERT STUDENT NAME AND ADDRESS] (**"The Student"**):

(2) The University Court of the University of Glasgow having its principal office at University Avenue, Glasgow, G12 8QQ, a registered Scottish charity (Charity Number SC004401, Charity Name "University of Glasgow Court") in terms of Section 13 (2) of the Charities and Trustee Investment (Scotland) Act 2005 (**"The University"**)

### 1. BACKGROUND

1. The Student is enrolled on a course of study at the University.
2. The Student has agreed to take a tenancy of the property know as (INSERT) ("the Property").
3. The tenancy is to be in the form of the attached Private Residential Tenancy/Student Agreement ("Tenancy Agreement").
4. The landlord under the Tenancy Agreement has requested a guarantee in respect of the Student's obligation to pay rent. The University has agreed to provide that guarantee in the University's usual form ("Rent Guarantee").

### 2. AGREEMENT

In consideration of the University agreeing to provide the Rent Guarantee, the Student hereby undertakes and agrees that:

1. It will use all reasonable endeavours to ensure that the rent due under the Tenancy Agreement is paid in full on the due date for payment in terms of the Tenancy Agreement.
2. If the rent due under the Tenancy Agreement falls into arrears at any time, the Student shall notify the University forthwith and provide the University with reasons as to why they have not been able to pay the rent on time and in full.
3. In the event that the Landlord requests payment of arrears in terms of the Rent Guarantee, any sums paid by the University to the Landlord shall be added to the Student's account with the University (as administered by its Finance Division) and shall become due and payable by the Student to the University as directed by the Landlord – the Student acknowledging that the University may direct the sums to be paid on demand.
4. In the event of non-payment by the Student to the University of the sums due by the Student to the University in accordance with paragraph 3, then the University may debit late fees to the account from time to time in accordance with its usual policy [**HERE INSERT LINK TO RELEVANT POLICY SO STUDENT HAS ADVANCE NOTICE OF IT**]
5. The University shall not be bound by any amendments to the Tenancy Agreement made between the Landlord and the Student. The rent guaranteed under the Rent Guarantee shall be that expressed in the Tenancy Agreement attached. The University's obligations in terms of the Rent Guarantee shall cease on the earlier of (i) the date of termination of the Tenancy Agreement

(subject to paragraph 8 below) however that is effected; (ii) the date on which the Student's interest in the Tenancy Agreement is assigned; (iii) the date of the Student's death and (iv) the date falling [12 – Amend if actual period of Tenancy is less than 12 months] months after the effective date of the Tenancy Agreement.

6. The Student knows of no reason at present why they will not be able to meet the responsibilities to the Landlord under the Tenancy Agreement, including as to payment of rent.
7. The Student shall pay to the University any reasonable costs and expenses which it may incur in connection with this Agreement, including any reasonable costs and expenses of enforcing this Agreement or in defending any action raised by the Landlord in respect of the Rent Guarantee.
8. The Student shall cooperate with and assist the University as required in order to minimise its liability under the Rent Guarantee, including terminating the Tenancy Agreement as soon as possible where it is not able to meet its obligations in terms of the Tenancy Agreement.
9. If they cease to be a matriculated student of the University for whatever reason, the University will not be liable under this Agreement for any arrears of rent relating to any period after the date that the Student ceases to be matriculated (including, where the Student is a final year student, the summer period following the end of any course).
10. This Agreement shall continue to have effect until all amounts required to be reimbursed or otherwise paid to the University under this Agreement have been paid in full, notwithstanding (i) the termination of the Student's status as a matriculated student of the University for whatever reason; or (ii) the termination of the Tenancy Agreement.
11. This Agreement does not create any rights in favour of third parties under the Contract (Third Party Rights) (Scotland) Act 2017 to enforce or otherwise invoke any provision of the Rent Guarantee Agreement.

12. This Agreement and the rights and obligations of the parties thereunder will be governed by and construed in accordance with the Law of Scotland and the parties to the Rent Guarantee Agreement submit to the non-exclusive jurisdiction of the Scottish courts.

IN WITNESS WHEREOF these presents consisting of this and the preceding two pages, together with the copy tenancy agreement annexed, are executed as follows:

Signed by the Student.....

At..... On.....

Witness Signature.....

Witness Name.....

Signed by the University.....

At..... On.....

Witness Signature.....

Witness Name.....

*(copy of tenancy agreement to be attached)*