

RENT GUARANTEE AGREEMENT

BETWEEN

(1) [INSERT LANDLORD NAME AND ADDRESS] ("**The Landlord**"); and

(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**")

Whereas:

- A. [INSERT STUDENT NAME] is a student currently enrolled with the University ("the Student").
- B. The Landlord has granted or agreed to grant the Student a tenancy of the property known as (*INSERT*) and a copy of the Private Residential Tenancy Agreement/Student Agreement is attached to this Agreement ("the Tenancy Agreement"). This guarantee is only valid with and in relation to the Tenancy Agreement.
- C. The University has agreed to guarantee the Student's obligation to pay the rent due under the Tenancy Agreement, subject to the terms hereof.

1. Rent Guarantee

From the effective date of the Tenancy Agreement (being, for the avoidance of doubt, the date on which the terms of the Tenancy Agreement are formally binding against both the Landlord and the Student and the date on which the obligation to pay rent under the Tenancy Agreement commences) the University agrees that upon default by the Student to pay the rent due by the Tenant under the Tenancy Agreement in full and on the due date for payment, to make payment to the Landlord of the sums outstanding in accordance with the terms hereof.

2. Duration

The University's obligations under this Rent Guarantee Agreement shall subsist from the effective date of the Tenancy Agreement until the earlier of (i) the date of termination of the Tenancy Agreement (subject to paragraph 4 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 – IF LEASE IS FOR LEASE THAN 12 MONTHS, AMEND THIS PERIOD TO ACTUAL TERM OF LEASE] months after the effective date of the Tenancy Agreement.

3. The University's Obligations

3.1 The University shall be obliged to pay the sums due by the University in accordance with paragraph 1 above within 30 working days of receipt of a written demand from the Landlord. Such demand may only be issued by the Landlord if:

- a. The rent arrears are equivalent to at least the rent due for two months; for
- b. The notice is accompanied by a signed certificate from the Landlord certifying the arrears accrued; and
- c. The Landlord has first issued a demand for the arrears due to the Student and the Student has failed to pay the sums due within 30 working days of that demand.

3.2 Notwithstanding the terms hereof, the Landlord shall be entitled to recover from the University arrears accrued in terms of the Tenancy Agreement after the date of termination of the Tenancy Agreement where the same were due by the Tenant for a period prior to the date of termination provided the conditions set out in clause 3 have been met, and in addition that the Landlord demanded the sums due from the Tenant at least 30 working days before the date of termination and that a demand is sent to the University no later than 30 working days after the date of termination.

3.3 The University shall not be bound by any amendments to the Tenancy Agreement made between the Landlord and the Student. The rent guaranteed under this Rent Guarantee Agreement shall be that expressed in the Tenancy Agreement attached.

3.4 The University's liability under this Agreement shall extend only to arrears of monthly rent payments payable under the tenancy and not to any other amounts due, or which may become due, from the Student to the Landlord whether under the Tenancy Agreement or otherwise. Damage or dilapidations payments will not be paid by the University. Rent arrears of any other person also in occupation of the Property for which the Student may be jointly and severally liable will not be covered by this Rent Guarantee Agreement. The maximum monthly rent for which the University may be liable for in terms of this Rent Guarantee Agreement is [INSERT MONTHLY RENT DUE BY THE STUDENT IN TERMS OF THE TENANCY AGREEMENT]

3.5 The University will not be liable for any rent arrears beyond the date the Student ceases to be a matriculated student of the University (including in the case of the Student being a final year student, the summer period following the end of the Student's course). For the avoidance of doubt, the University will not be liable for any rent arrears if the Student never becomes a matriculated student of the University.

3.6 The University will not be liable to make any payment if:

- a. the Tenancy Agreement is not validly entered into between the Landlord and the Student; or
- b. the Student disputes the payment of any monthly rent payment, until agreement is reached by the Landlord with the Student as to the sum payable or a court or other body with authority to resolve the dispute makes a final determination upon this in the Landlord's favour; or
- c. the Student has previously been evicted from the property or any other property owned or managed by the Landlord or on the Landlord's behalf; or
- d. the arrears have arisen due to any act, omission or default on the part of the Landlord.

4. The Landlord's Obligations

Notwithstanding any other term hereof, before the Landlord may make a claim under this Rent Guarantee Agreement, the Landlord should demonstrate to the University's satisfaction that the Landlord has attempted to contact the Student to establish the reason for non-payment of any rent due by the Student and made reasonable attempts to resolve the matter direct with the Tenant.

5. No Assignment

The rights and obligations of the Landlord in terms of this Rent Guarantee Agreement are personal to the Landlord who shall not be entitled to assign or otherwise deal with the same in whole or in part

6. Third Party Rights

This Rent Guarantee 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.

7. Jurisdiction

This Rent Guarantee 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.

8. No Double Recovery

The rights and remedies of the Landlord against the University under this Rent Guarantee Agreement are without prejudice to the rights and remedies which the Landlord might have against the Student, provided that if the Landlord recovers any sums from the University under this Agreement and subsequently recovers from the Student any sum in respect of the same liability, then the sum recovered from the Student shall (up to the amount paid by the University) be paid to the University within fifteen working days.

9. Execution

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 Landlord.....

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

Witness Signature.....

Witness Name.....

Signed by the University.....

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

Witness Signature.....

Witness Name.....

(copy of tenancy agreement to be attached)