Guarantor Detail Form (GDF)

MUST BE COMPLETED
Lead Tenant:
Property Ref:

Southside Property Management, 20 Nicolson Street, Edinburgh, EH8 9DH
Tel. 0131 510 0051. Email: applications@southsidemanagement.com

Important Notice

This guarantor agreement creates a binding legal contract. If you do not fully understand the nature of the agreement it is recommended you seek independent legal advice before signing.

Please complete as much of the form that you wish to complete, and we will pass to the landlord for consideration. Please note that by not signing/agreeing to parts of the guarantor form then you are reducing the chances of the landlord accepting this application over another application where all parts have been signed and agreed to. Please fill in the section below with the reason if you are not completing the full form.

The form must have the full name of the tenant, the lead tenant for the group, the address of the property and the property reference number. Failure to do so will result in this form and any accompanying paperwork to be shredded to protect your data.

Tenant Details – Please complete this form in full in BLOCK CAPITALS			
Name of tenant/s:		**Relationship to you:**	
Property Details (if the tenant applies for another property then another GDF form will need to be completed)			
Address:			**Postcode:**
Guarantor Details			
Full name:		**Title: Mr / Mrs / Miss / Other**	**D.O.B:**
Address:			**Postcode:**
Email:			
Contact numbers:	**Home:**	**Mobile:**	**Work:**
Guarantor Employment Details			
Current employer:		**Job title:**	
Address:			
Full time: YES / NO		**Permanent:** YES / NO	**Start date:**
Net monthly income: **(must not be less than 250% of the monthly rental amount being guaranteed)**		**Telephone number:**	
You will need to provide copies/scanned copies of documents listed below, if the application is shortlisted:-			
Proof of address (utility bill, bank statement etc…) dated within last 3 months		***Type provided -***	
Identification i.e. Passport / Driving License		***Type provided -***	
If you are guaranteeing a non-student tenant we require proof of income (ie. 3 month's bank statements or payslips)			
Please note:	• **We will do a credit check or make enquiries to ensure sufficient income or proof of such income stated. If the Guarantor is self-employed or retired then sufficient proof of income will need to be provided.** • **Please ensure page 2 overleaf is signed and witnessed**		
INITIAL HERE [ ]	• **If the application is not accepted then we will hold onto your documents for 14 days for collection before we shred them. If you authorise the applicant to collect them on your behalf then please INITIAL the left hand box. A tick or cross will not be accepted as consent to release the documents.**		

- This agreement is for use with the letting of residential property and their associated tenancies. As such, this is a legal document and should not be used without seeking knowledge of the law of landlord and tenant.
- If you would like to see a template copy of the proposed tenancy agreement please email applications@southsidemanangement.com in order to have it emailed to you prior to completing this form.
- This agreement requires to be signed by the Guarantor before an independent witness, before the tenant's application can be accepted. The guarantor is required to initial each of the conditions of the agreement.
- You have been asked to act as guarantor for the two main reasons: 1) the applicant does not have sufficient monthly income to cover the rental contributions; 2) the applicant's credit rating has not been at an acceptable standard for SouthSide. There may be other reasons, however these are the main two reasons and essentially without this agreement SouthSide is not willing to enter into a tenancy agreement with the tenant.

- This agreement ties the Guarantor to all financial implications under the tenancy agreement signed by the tenant named above and in relation to the above property. Please note that as all tenants are jointly and severally liable as per the tenancy agreement
  and in line with Section 32 of Housing (Scotland) Act 1988, in the event that SPM deems it necessary to contact guarantors to make a claim under this tenancy agreement, all Guarantors will be contacted and pursued.

This AGREEMENT is made BETWEEN the Guarantor and the Landlord / Agent.	Initials
The Landlord agrees to let the Property to the Tenant(s). In consideration of this, the Guarantor agrees to act for the Tenant(s) should he/they fail, for any reason, to meet the financial commitments arising from the Tenancy Agreement entered into in respect of the Property. In addition the Guarantor agrees to a credit check being done at any time in relation to the suitability of the Guarantor.	
This Guarantor Agreement refers to the tenancy referred to overleaf being undertaken and any extension or renewal of that tenancy. All references to the Landlord herein shall be deemed to include the Landlord's Agent or any person authorised to act on the Landlord's behalf.	
From the date of the commencement of the tenancy agreement, If at any time there is rent outstanding and the tenant, following request or demand, has not paid the amount due within 10 days of the request or demand, then the Guarantor undertakes to pay to the Landlord/Agent the total amount requested or demanded.	
The Guarantor shall pay and make good to the Landlord/Agent on demand all reasonable losses and expenses of the Landlord incurred as a result of default by the Tenant in the performance or observance of the Tenant's covenants under the Tenancy Agreement. Any failure of the Landlord in demanding or collecting the rent when it falls due, and any time to pay which may be given to the Tenant by the Landlord/Agent shall not release the Guarantor or in any way affect the liability of the Guarantor under this agreement. Should the Guarantor die during the currency of this agreement, the Guarantor's estate will be liable as surety and co-principal debtor.	
Where the rent, or any portion of it, is paid by any state benefit/other benefit scheme, the Guarantor agrees to pay the Landlord or Agent for the amount of any claims arising from overpayment, which may be made by the local authority in relation to the specified Tenant(s). Such overpayments may occur at any time, either during the tenancy or within six years thereafter. Likewise, if the Tenant's benefit payments are not sufficient to meet the full monthly rent, the Guarantor will be required to meet these payments should the Tenant default.	
This Guarantee applies for the whole of the term and is not revocable for the duration of the tenancy agreement or subsequent tenancy agreements for the person you are guaranteeing until the tenant's liability legally ends.	
The Guarantor will be liable for any repairs or damage as a result of intent or negligence caused by the tenant and/or loss of any items belonging to the Landlord within the property, deeds or inventory if the Tenant/s do not pay within 14-days from request or demand.	
It is agreed that there shall be no right to cancel this agreement once the tenancy has begun and the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 shall not apply in this case.	
If any or part of the monthly rent is not received, SPM will initially pursue the individual tenant/s responsible, however as all tenants are jointly and severally liable as per the lease and in line with Section 32 of Housing (Scotland) Act 1988, in the event that SPM deems it necessary to contact Guarantors to make a claim under the tenancy agreement, all Guarantors will be contacted and pursued.	
Guarantor information including name and home address will be shared on the Private Residential Tenancy which is available to all tenants, other guarantors and landlord of the property.	

Declaration: I confirm that the information provided by me is accurate, true and not misleading and I agree to the terms above for the duration of the tenancy in the above property with the above tenant. IN WITNESS WHEREOF: Please note: This section MUST be signed and witnessed	
Guarantor signature:	**Witness signature:**
Print name:	**Print Name:**
Date:	**Address:**
	Phone no: **Date:**

In order to submit this form you can email it directly to applications@southsidemanagement.com along with copies of your ID and proof of address. Please ensure you include the address of the property you are applying for.

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