

Rental Guarantee Agreement

These Terms and Conditions set out the contractual agreement between HESTIA Guarantor Ltd., the Tenant and the Landlord (or Letting Agent) in relation to the Rental Guarantee Service. Together with the Schedule, they form the entire agreement between the Parties.

Provider	HESTIA GUARANTOR LTD
Company number	17346419 (England and Wales)

Part 1 – Introduction

1. About this Agreement

This Rental Guarantee Agreement sets out the contractual arrangements between HESTIA GUARANTOR LTD ("HESTIA"), the Landlord and the Tenant identified in the Schedule.

Subject to its terms, HESTIA agrees to provide a contractual guarantee in respect of the Tenant's obligation to pay Rent under the relevant Tenancy Agreement.

This Agreement explains the scope of the Rental Guarantee, the responsibilities of each party, the conditions for making a Claim, the Early Intervention Process, the Recovery Process, the limits of HESTIA's liability and the Tenant's obligation to reimburse HESTIA for payments made under the Guarantee.

The Agreement is intended to operate as a commercial contractual guarantee. It is not a contract of insurance, a tenancy deposit scheme or any other regulated financial product.

The Schedule forms part of this Agreement and should be read together with these terms under this Agreement.

2. Key Information

Item	Summary
Provider	HESTIA GUARANTOR LTD
Service	Rental Guarantee
Beneficiary	Landlord named in the Schedule
Guaranteed Party	Tenant named in the Schedule
Cover	- Contractual Rent only - Up to 12 months' Rent - Maximum liability £100,000
Eligibility for the Rental Guarantee	International Students Only
Guarantee Period	Up to 36 months (subject to terms of this Agreement and payment of Fees under this Agreement)
Continuation	Years 2 and 3 are subject to ongoing eligibility and payment of the applicable Continuation Fee.
Annual Information Update	The Tenant must provide updated information at least every 12 months.
Arrears Notification	Notify HESTIA between Day 15 and Day 30 after the first missed Rent payment.
Claims	Eligible after 60 days of qualifying Rent Arrears
Liability	Subject to the Liability Limit and Guarantee Period
Recovery	HESTIA may recover Reimbursement Amounts from the Tenant

3. Definitions

In this Rental Guarantee Agreement, unless the context otherwise requires, the following words and expressions have the meanings set out below.

Agreement: This Rental Guarantee Agreement together with the Schedule and any document expressly incorporated by reference.

Application Fee: the non-refundable fee of £20 payable by the Tenant upon submitting an application for a Rental Guarantee, which covers HESTIA's application assessment, reference and verification checks.

Approved Claim: A Claim that HESTIA has reviewed, verified and accepted for payment under this Agreement.

Business Day: Any day other than a Saturday, Sunday or public holiday in England on which banks are open for business.

Claim: A written request submitted by the Landlord seeking payment for Rent Arrears under this Agreement.

Fees: Application fees, guarantee fees, administration fees or other charges payable under this Agreement or the Schedule.

Guarantee: HESTIA's contractual obligation to pay an Approved Claim subject to this Agreement.

Guarantee Commencement Date: The date on which the Guarantee takes effect under Clause 5.

Guarantee Period: The period during which the Guarantee remains in force.

HESTIA: HESTIA GUARANTOR LTD, a company incorporated in England and Wales (Company Number 17346419) whose registered office is at 167-169 Great Portland Street, 5th Floor, London, W1W 5PF.

Landlord: The owner of the Property or any authorised Letting Agent acting on the owner's behalf.

Letting Agent: A person or organisation authorised by the Landlord to market, let or manage the Property.

Liability Limit: means HESTIA's maximum aggregate liability under this Agreement, being the lesser of: (a) the Rent under the Tenancy Agreement for up to twelve (12) months; and (b) £100,000.

Property: The residential property identified in the Schedule.

Reimbursement Amounts: All sums payable by the Tenant to HESTIA under this Agreement, including any amount paid by HESTIA to the Landlord under an Approved Claim, together with any applicable interest, costs and expenses recoverable under this Agreement.

Rent: The contractual rent payable under the Tenancy Agreement, excluding ancillary charges unless expressly included in the Schedule.

Rent Arrears: Rent that has fallen due and remains unpaid.

Schedule: The Schedule forming part of this Agreement.

Tenant: The individual or individuals named in the Schedule. Where more than one Tenant is named, they are jointly and severally liable unless stated otherwise.

Tenancy: The tenancy created by the Tenancy Agreement and any agreed continuation.

Tenancy Agreement: The written tenancy agreement between the Landlord and the Tenant.

Guarantee Fee: means the fee payable by or on behalf of the Tenant for the provision of the Rental Guarantee during the Guarantee Period, as set out in the Schedule.

4. Interpretation

- Headings are for convenience only and do not affect interpretation.
- References to legislation include amendments, replacements and re-enactments.
- Words such as 'including' and 'includes' are illustrative and not limiting.
- The singular includes the plural and vice versa.
- References to a person include individuals, companies and other legal entities.

5. Contract Formation

5.1 Acceptance

The Agreement becomes effective only after HESTIA has approved the application, completed such verification procedure as it reasonable requires, all required Fees have been paid and the Agreement has been executed where required.

5.2 Commencement

The Rental Guarantee shall commence on the Guarantee Commencement Date specified in the Schedule and shall continue only in accordance with this Agreement.

5.3 Nature of the Guarantee

HESTIA provides a contractual guarantee only. Nothing in this Agreement creates a contract of insurance, a tenancy deposit scheme, a trust, an agency relationship or a credit facility.

5.4 Priority of Documents

If any inconsistency exists between the Schedule and the Agreement, Terms and Conditions set out in this Agreement shall prevail unless HESTIA agrees otherwise in writing.

5.5 Application Fee and Guarantee Fee

5.5.1 Application Fee

The Tenant shall pay a non-refundable application fee of £20 upon submitting an application for a Rental Guarantee. The application fee covers the assessment of the application and associated verification processes and is non-refundable, regardless of whether the application is approved, except where required by applicable law.

5.5.2 Guarantee Fee

The Tenant shall pay the Guarantee Fee in accordance with the Schedule and this clause:

(a) Unless otherwise agreed by HESTIA in writing, the initial Guarantee Fee shall be paid in full before the Guarantee Commencement Date and shall cover the first twelve (12) months of the Guarantee Period.

(b) Following the initial twelve (12) month period, the Guarantee Fee may, if agreed by HESTIA, be paid by monthly instalments.

5.6 Cooling-off Rights

Where the Tenant enters into this Agreement as a consumer online or at a distance, the Tenant may have the right to cancel this Agreement within fourteen (14) days in accordance with the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. Any applicable refund shall be determined in accordance with this Agreement and applicable law.

5.7 Refunds

5.7.1 Any refund payable under this Agreement shall be made using the same payment method originally used by the Tenant.

5.7.2 A full refund of the Guarantee Fee will be made where:

(a) the Tenancy has not commenced and the Landlord or Letting Agent confirms in writing that the Rental Guarantee is no longer required; and

(b) the Tenant gives written notice within the applicable fourteen (14) day Cooling-off Period.

5.7.3 Where the Tenant requests cancellation after the Cooling-off Period but before the Tenancy has commenced, the following refunds of the Guarantee Fee shall apply:

- 15–30 days: 75% refund;

- 31–60 days: 50% refund;
- 61 days or more: no refund.

5.7.4 An administration fee of £75 per Tenant shall be deducted from any partial refund.

5.7.5 Where the Guarantee Fee is paid by instalments, HESTIA may adjust any remaining instalments to reflect any approved refund.

Part 2 – The Rental Guarantee

6. The Rental Guarantee

6.1 Subject to this Agreement, HESTIA GUARANTOR LTD ('HESTIA') provides a contractual rental guarantee in favour of the Landlord in respect of qualifying Rent Arrears incurred by the Tenant during the Guarantee Period.

6.2 The Guarantee is an independent contractual undertaking and does not amend or replace the Tenant's obligations under the Tenancy Agreement.

6.3 HESTIA shall only be liable for Approved Claims verified in accordance with this Agreement.

6.4 Any payment made by HESTIA does not release the Tenant from liability and HESTIA retains all contractual reimbursement rights.

7. Scope of Cover

7.1 Cover applies only to contractual Rent falling due under the Tenancy Agreement during the Guarantee Period.

7.2 The Guarantee does not extend to utilities, council tax, service charges, penalties, interest, legal costs, possession or eviction costs, property damage, tenancy deposit deductions or any other liabilities unless expressly stated in the Schedule.

7.3 HESTIA shall not be liable for losses arising from fraud, material misrepresentation, unlawful occupation or material breach of this Agreement.

7.4 The Landlord shall not recover the same loss twice. Any subsequent recovery from the Tenant shall be accounted for to HESTIA to the extent of payments made.

8. Conditions of Cover

8.1 Cover is conditional upon compliance with this Agreement by the Landlord and Tenant.

8.2 The Landlord shall maintain a valid Tenancy Agreement and comply with applicable legal obligations relating to the tenancy.

8.3 Rent Arrears must be notified and claims submitted in accordance with Part 4.

8.4 A Early Notification

The Landlord shall notify HESTIA as soon as reasonably practicable after fourteen (14) days have elapsed from the first missed Rent payment and, unless otherwise agreed in writing, no later than thirty (30) days after the first missed Rent payment.

8.4 B Early Intervention

Upon receiving notification of Rent Arrears, HESTIA may take such reasonable steps as it considers appropriate to reduce further loss, facilitate communication and assess the circumstances of the case.

HESTIA may, where appropriate:

- communicate with the Tenant;
- communicate with the Landlord or Letting Agent;
- discuss repayment proposals;
- request further information;
- contact any authorised third party in accordance with this Agreement;
- prepare the case for any future Claim.

Any Early Intervention undertaken by HESTIA shall not constitute acceptance of any Claim or admission of liability.

8.5 HESTIA may request supporting information reasonably required to verify any Claim.

8.6 Landlord Cooperation

The Landlord shall provide such authorities or consents as HESTIA reasonably requires to enable HESTIA to undertake Early Intervention and Recovery Action. The Landlord shall cooperate fully with HESTIA in any reasonable Early Intervention or Recovery Action, including serving statutory notices, commencing possession proceedings where reasonably required and providing all supporting documents requested by HESTIA.

8.7 Failure to satisfy a condition mentioned in this clause 8 may result in suspension or refusal of cover.

9. Guarantee Period

9.1 The Guarantee commences on the Commencement Date. Subject to this Agreement, the Rental Guarantee shall remain in force for a maximum period of three (3) years from the Commencement Date.

9.2 The Tenant shall notify HESTIA promptly of any material change to the information provided in support of the application.

9.3 At least once every twelve (12) months, the Tenant shall provide HESTIA with such updated information and supporting documents as HESTIA may reasonably require.

9.4 The Guarantee Period shall continue only while the Guarantee Fee is paid up to date.

9.5 If the Tenant fails to comply with Clauses 9.2, 9.3 or 9.4, HESTIA may suspend or terminate the Guarantee until the required information has been provided.

10. Liability Limit

10.1 HESTIA's total aggregate liability shall not exceed the Liability Limit.

10.2 HESTIA shall have no liability for indirect or consequential loss.

Part 3 – Responsibilities and Acknowledgments

11. Landlord Responsibilities and Acknowledgments

11.1 Landlord Representations, Warranties and Obligations

11.1.1 The Landlord shall ensure that each Tenant has undergone appropriate Right to Rent checks, credit referencing and affordability assessments before the commencement of the Tenancy. Student applicants are not required to satisfy income referencing where otherwise accepted under this Agreement.

11.1.2 The Landlord shall ensure that every Tenant covered by this Agreement is at least 18 years of age.

11.1.3 The Landlord shall collect and administer Rent promptly, professionally and in accordance with the Tenancy Agreement and all applicable legislation.

11.1.4 Unless otherwise agreed by HESTIA in writing, the Landlord must now allow the Tenant to occupy the Property before this Agreement has been accepted by HESTIA.

11.1.5 The Landlord shall notify HESTIA of Rent Arrears and submit any claim within the timescales specified in this Agreement.

11.1.6 The Landlord shall ensure compliance with mortgage conditions, superior lease obligations, licensing requirements and all applicable housing legislation.

11.1.7 The Landlord shall provide all statutory tenancy documentation required by law, including any applicable EPC, Gas Safety Certificate, EICR and How to Rent Guide.

11.1.8 The Landlord shall cooperate fully with HESTIA and provide any information or documentation reasonably requested for the purposes of administering this Agreement, assessing any Claim, conducting Early Intervention, Recovery Action or enforcing HESTIA's rights under this Agreement, including the Tenancy Agreement and an up-to-date Rent statement.

11.1.9 The Landlord shall notify HESTIA promptly if the Tenant fails to take occupation of the Property.

11.1.10 Where HESTIA proposes a surrender of the Tenancy, the Landlord shall reasonably consider and, where agreed, accept that surrender in accordance with this Agreement. Where a surrender of the Tenancy is proposed by the Tenant, the Landlord shall promptly remarket the Property.

11.1.11 The Landlord shall permit HESTIA to pursue recovery of Rent Arrears from all liable Tenants where liability is joint and several.

11.1.12 The Landlord shall maintain emergency contact details for each Tenant.

11.1.13 Where only one Tenant under a joint tenancy is guaranteed, HESTIA's liability shall be limited to that Tenant's guaranteed proportion of the Rent.

11.1.14 The Landlord shall notify HESTIA of any change of correspondence address during the term of this Agreement.

11.1.15 The Landlord shall comply with any reasonable requirements issued by HESTIA in connection with the management, recovery or settlement of any Approved Claim.

11.1.16 Where HESTIA has made any payment under an Approved Claim, the Landlord shall, to the extent permitted by law, apply any tenancy deposit towards the outstanding Rent Arrears and account to HESTIA for any amount recovered from the tenancy deposit to avoid double recovery.

11.1.17 Where the Landlord appoints an authorised letting or managing agent to act on their behalf, the Landlord agrees that any act, notice, communication or omission of that agent shall be treated as the act, notice, communication or omission of the Landlord for the purposes of this Agreement.

11.2 Duty to Mitigate Loss

11.2.1 The Landlord shall take all reasonable steps to minimise any loss arising from Rent Arrears or termination of the Tenancy.

11.2.2 Following vacant possession, the Landlord shall promptly remarket the Property and take reasonable steps to secure a replacement Tenant.

11.2.3 HESTIA may request evidence of marketing and reletting activity and shall not be liable for avoidable losses resulting from a failure to mitigate.

11.2.4 Where HESTIA has made any payment under an Approved Claim, the Landlord shall continue to take all reasonable steps to recover the Rent Arrears and, where reasonably required by HESTIA, to obtain vacant possession of the Property.

11.2.5 HESTIA may suspend any further payments under this Agreement until the Landlord has complied with the obligations set out in Clause 11.2.4.

11.3 Landlord Default

11.3.1 Where the Landlord's default prevents or delays HESTIA from performing its obligations, HESTIA may suspend performance until the default is remedied.

11.3.2 HESTIA shall not be liable for any additional loss caused by the Landlord's default.

11.3.3 The Landlord shall reimburse HESTIA for losses reasonably incurred as a direct consequence of the Landlord's default where permitted by this Agreement.

12. Tenant Responsibilities and Acknowledgements

12.1 Tenant Representations, Warranties and Obligations

12.1.1 The Tenant confirms that they have the legal right to rent residential property in the United Kingdom.

12.1.2 The Tenant occupies the Property under a valid Tenancy Agreement.

12.1.3 The Tenant believes they are able to pay the Rent and other sums due throughout the Tenancy.

12.1.4 The Tenant shall not deliberately damage the Property beyond fair wear and tear.

12.1.5 The Tenant shall not withhold Rent or other sums properly due under the Tenancy Agreement.

12.1.6 The Tenant shall provide accurate information throughout the application and Guarantee Period.

12.1.7 The Tenant shall comply with the Tenancy Agreement.

12.1.8 The Tenant shall promptly notify both the Landlord and HESTIA if their financial circumstances materially affect their ability to pay Rent.

12.1.9 Where remaining in occupation would lead to further unnecessary Rent Arrears, the Tenant shall reasonably cooperate with any agreed surrender arrangements.

12.1.10 Any payment made by HESTIA under this Agreement remains repayable by the Tenant in accordance with Part 5.

12.1.11 The Tenant shall notify HESTIA if they wish to replace HESTIA with another guarantor, subject to the Landlord's approval where required.

12.1.12 Where the Tenancy is joint and several, the Tenant acknowledges joint responsibility for the whole Rent.

12.1.13 The Tenant shall notify HESTIA promptly if they intend to vacate the Property or terminate the Tenancy.

12.1.14 Where only one Tenant under a joint tenancy is guaranteed, HESTIA's liability is limited to that Tenant's guaranteed proportion of the Rent.

12.1.15 The Tenant shall maintain a valid email address and keep all contact details provided to HESTIA accurate and up to date throughout the Guarantee Period and until all amounts payable under this Agreement have been discharged.

12.1.16 Where the Tenant leaves the United Kingdom, the Tenant shall provide HESTIA with an updated overseas correspondence address before departure.

12.2 Tenant Authorisation and Information Sharing

12.2.1 The Tenant expressly authorises HESTIA, where reasonably necessary for the administration of this Agreement or the prevention, management or recovery of Rent Arrears, to:

(a) communicate with the Tenant by telephone, email, text message, post or any other reasonable means;

(b) contact the Tenant's parent, guardian, emergency contact, referee, educational institution, current or future employer, sponsor or any other person whose details have been lawfully provided by or on behalf of the Tenant;

(c) verify information provided during the application or recovery process;

(d) exchanging information reasonably necessary for the purposes of this Agreement with the Landlord or the Landlord's authorised Letting Agent; and

(f) appoint solicitors, tracing agents, debt recovery agencies or other professional advisers where reasonably necessary.

12.2.2 The Tenant confirms that any personal information relating to third parties provided to HESTIA has been lawfully provided and, where required, that the Tenant has obtained any necessary permission for HESTIA to use such information for the purposes of this Agreement.

Part 4 – Claims

13. Notification of Rent Arrears

13.1 Notification Requirement

13.1.1 The Landlord shall notify HESTIA as soon as reasonably practicable after becoming aware that the Tenant has failed to pay Rent.

13.1.2 Unless otherwise agreed in writing, notification must be received no later than thirty (30) days after the first missed Rent payment as required under Clause 8.4A of this Agreement.

13.1.3 Failure to notify HESTIA within the required period may affect entitlement to claim where the delay has materially prejudiced HESTIA.

13.2 Continuing Arrears Reporting

13.2.1 During any period of Rent Arrears, the Landlord shall provide updated Rent statements and any other information reasonably requested by HESTIA.

13.3 Early Recovery Action

13.3.1 The Landlord shall take reasonable steps to communicate with the Tenant following any missed Rent payment.

13.3.2 HESTIA may communicate directly with the Tenant to seek repayment arrangements or another reasonable resolution.

13.3.3 The Landlord shall cooperate with any reasonable recovery action undertaken by HESTIA.

13.3.4 Where an agreed repayment arrangement is maintained, HESTIA may suspend further claim action whilst that arrangement continues.

14. Claims Procedure

14.1 Eligibility to Claim

14.1.1 Subject to this Agreement, the Landlord may submit a Claim where qualifying Rent Arrears remain outstanding for sixty (60) days after the first missed Rent payment. Submission of a Claim does not of itself entitle the Landlord to immediate payment. Any Claim remains subject to verification and approval by HESTIA.

14.1.2 Claims shall be submitted using HESTIA's prescribed claims procedure together with all supporting documents reasonably requested to assess any Claim, including:

- Copy of the Tenancy Agreement.
- Current Rent statement.
- Details of all Rent received.
- Copies of any notices served.
- Evidence of communications with the Tenant.
- Any additional information reasonably requested by HESTIA.

14.2 Assessment of Claims

14.2.1 Upon receipt of a Claim, HESTIA may:

- (a) request any further information or supporting documents reasonably required;
- (b) verify the amount of the Rent Arrears;

- (c) assess whether the Landlord has complied with this Agreement; and
- (d) approve, reduce or reject the Claim.

14.3 Payment of Approved Claims

14.3.1 Where a Claim is approved, HESTIA shall commence payment of the Approved Claim from the third month of qualifying Rent Arrears up to the applicable Liability Limit, subject to the continuation of the Tenancy and subject to this Agreement.

14.3.2 Upon the termination or expiry of the Tenancy, HESTIA shall assess the final amount payable and, where applicable, pay the outstanding Approved Claim relating to the first sixty (60) days of qualifying Rent Arrears, subject always to the terms of this Agreement.

14.3.3 Payment by HESTIA does not release the Tenant from liability.

14.3.4 The Landlord shall account to HESTIA for any subsequent recovery from the Tenant to avoid double recovery.

14.4 Vacant Possession

14.4.1 Where possession is obtained by surrender, agreement, court order or otherwise, the Landlord shall promptly notify HESTIA and provide information reasonably required to finalise the Claim.

14.5 Excluded Claims

14.5.1 HESTIA shall not be liable for any Claim:

- (a) submitted outside the notification periods specified in this Agreement where HESTIA has been materially prejudiced;
- (b) relating to losses outside the scope of the Rental Guarantee;
- (c) arising from fraud, material misrepresentation or deliberate concealment; or
- (d) otherwise expressly excluded under this Agreement.

Part 5 – Reimbursement

15. Tenant Reimbursement

15.1 Reimbursement Obligation

15.1.1 Where HESTIA makes any payment to or for the benefit of the Landlord pursuant to this Agreement, the Tenant shall reimburse HESTIA for the amount paid, which shall constitute a debt due and payable to HESTIA.

15.1.2 The Tenant acknowledges that HESTIA's liability to the Landlord under this Agreement does not extinguish or reduce the Tenant's liability for the relevant Rent Arrears or any other sums due under the Tenancy Agreement.

15.2 Recoverable Sums

15.2.1 The Tenant shall reimburse HESTIA for all sums properly paid or incurred by HESTIA under or in connection with this Agreement, including:

- (a) any Approved Claim paid to the Landlord;
- (b) any Rent paid by HESTIA under the Rental Guarantee;
- (c) any reasonable legal costs, court fees and enforcement costs incurred in recovering amounts due from the Tenant;
- (d) any reasonable costs of debt recovery;
- (e) any interest payable under this Agreement; and
- (f) any other amount which this Agreement expressly provides is recoverable from the Tenant.

15.3 Payment of Reimbursement

15.3.1 Unless otherwise agreed in writing, the Tenant shall pay all amounts due under this Part within thirty (30) days of receiving a written demand from HESTIA.

15.3.2 If the Tenant fails to pay any amount due within thirty (30) days after written demand, HESTIA may, without limitation:

- (a) commence legal proceedings;
- (b) instruct solicitors;
- (c) instruct debt recovery agents;
- (d) report the debt to credit reference agencies where legally permitted;
- (e) recover all reasonable legal costs and recovery costs to the extent permitted by law.

15.3.3 HESTIA may, at its absolute discretion, agree to accept payment by instalments or under a repayment arrangement.

15.3.4 Any repayment arrangement agreed by HESTIA shall not constitute a waiver of any right or remedy available to HESTIA under this Agreement or at law unless expressly agreed in writing.

15.3.5 If the Tenant fails to comply with any agreed repayment arrangement, HESTIA may require immediate payment of the outstanding balance.

15.4 Interest

15.4.1 If any amount payable under this Part is not paid when due, interest shall accrue on the outstanding balance from the due date until payment is received in full.

15.4.2 Unless otherwise stated in the Schedule, interest shall accrue at the rate of six per cent (6%) per annum above the Bank of England Base Rate, calculated on a daily basis.

15.4.3 The payment of interest shall be without prejudice to any other right or remedy available to HESTIA.

15.5 Recovery and Enforcement

15.5.1 If the Tenant fails to pay any amount due under this Agreement, HESTIA may take such action as it reasonably considers appropriate to recover the outstanding debt.

15.5.2 Without limitation, HESTIA may:

- (a) commence legal proceedings;
- (b) appoint solicitors or debt recovery agents to act on its behalf;
- (c) recover any reasonable legal or enforcement costs recoverable by law; and
- (d) exercise any other contractual or legal remedy available to it.

15.6 Continuing Liability

15.6.1 The Tenant's obligations under this Part shall survive the expiry or termination of this Agreement until all amounts due to HESTIA have been paid in full.

15.6.2 Nothing contained in this Part shall affect the Landlord's independent rights against the Tenant under the Tenancy Agreement.

15.6.3 Nothing in this Agreement shall prevent HESTIA from exercising any additional rights of recovery or enforcement available to it under applicable law or under any separate agreement between HESTIA and the Tenant.

Part 6 – Changes During the Tenancy

16. Continuation of the Guarantee

16.1 Guarantee Period

The Rental Guarantee shall commence on the Guarantee Commencement Date and continue for the Guarantee Period, unless terminated earlier in accordance with this Agreement.

16.2 Periodic Tenancies

Where the Tenancy continues as a statutory periodic tenancy, contractual periodic tenancy or renewed tenancy between the same Landlord and Tenant, the Rental Guarantee shall continue only in accordance with this Agreement.

17. Variations to the Tenancy

17.1 Material Variations

17.1.1 The Landlord shall notify HESTIA promptly of any proposed material variation to the Tenancy Agreement or to the information mentioned in the Schedule.

17.1.2 A material variation includes, without limitation:

- (a) a change of Tenant;
- (b) a change in the occupancy structure;
- (c) a surrender and re-grant of the Tenancy;
- (d) a transfer of the Tenancy to different occupiers; or
- (e) any other variation which materially increases HESTIA's risk or liability.

17.1.3 A material variation shall not be covered by this Agreement unless HESTIA has given its prior written consent.

17.1.4 Where a requested amendment results in additional administration or underwriting requirements, HESTIA may charge a reasonable administration fee, provided that the amount of any such fee is notified before the amendment is implemented.

Part 7 – Ending the Agreement

18. Termination of the Agreement

18.1 Termination by the Landlord

18.1.1 The Landlord may terminate this Agreement by giving HESTIA written notice.

18.1.2 Any notice of termination shall identify the Property, the Tenancy, the Landlord and any other information reasonably required by HESTIA to identify this Agreement.

18.1.3 Unless otherwise agreed in writing, termination shall take effect on the date confirmed by HESTIA.

18.1.4 Termination of this Agreement at the request of the Landlord shall not entitle the Tenant to any refund of the Application Fee, Guarantee Fee or any other Fees already paid to HESTIA, unless expressly agreed by HESTIA in writing.

18.2 Termination by HESTIA

18.2.1 Without prejudice to any other right or remedy, HESTIA may terminate this Agreement immediately by written notice where:

- (a) the Tenancy Agreement is terminated before the end of the Guarantee Period;
- (b) the Property is used for any unlawful or criminal purpose;
- (c) the Property becomes uninhabitable;
- (d) the Tenant fails to take up occupation of the Property within sixty (60) days of the commencement of the Tenancy, other than where prevented from doing so by the Landlord;
- (e) the Landlord commits a material breach of this Agreement and, where capable of remedy, fails to remedy that breach within five (5) Business Days after receiving written notice requiring it to do so;
- (f) the Landlord or any Letting Agent commits fraud, makes a materially false representation or deliberately withholds material information in connection with this Agreement or any Claim; or
- (g) any information provided to HESTIA by the Landlord or Tenant is materially inaccurate, misleading or incomplete.
- (h) where the Tenant ceases to satisfy HESTIA's eligibility requirements and HESTIA has not agreed in writing to continue the Guarantee.

19. Effect of Termination

19.1 Ending of the Rental Guarantee

19.1.1 Upon termination of this Agreement, the Rental Guarantee shall cease in respect of any Rent or liability arising after the effective date of termination.

19.1.2 HESTIA shall have no liability for any Claim arising after termination unless expressly provided otherwise in this Agreement.

19.2 Rights after Termination

19.2.1 Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities accrued before the date of termination.

19.2.2 Without limitation, the following provisions shall continue to apply after termination:

- (a) the Tenant's reimbursement obligations under Part 5;
- (b) HESTIA's recovery and enforcement rights; and

(c) any provision which by its nature is intended to survive termination.

Part 8 – General Terms

20. Entire Agreement

20.1 Entire Agreement

20.1.1 This Agreement (including the Schedule) constitutes the entire agreement between the parties in relation to its subject matter and supersedes any previous agreements or understandings.

20.1.2 Nothing in this Agreement excludes or limits liability for fraud or fraudulent misrepresentation.

21. Variation

21.1 No variation to this Agreement shall be effective unless agreed in writing and signed by the parties.

22. Waiver

22.1 A failure or delay by either party in exercising any right under this Agreement shall not constitute a waiver of that right or any other right.

23. Severability

23.1 If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

24. Notices

24.1 Service of Notices

24.1.1 Any notice given under this Agreement shall be in writing and sent by email to the email address or other contact details last notified by the relevant party or provided during the rental guarantee application process.

24.1.2 A notice sent by email shall be deemed received at the time of transmission or, where transmitted outside Business Hours, at the commencement of the next Business Day. For the purposes of this clause, 'Business Hours' means 9.00 a.m. to 5.00 p.m. (UK time) on a Business Day.

24.1.3 This clause does not apply to the service of legal proceedings or any document required to be served in accordance with applicable law.

25. Force Majeure

Neither party shall be in breach of this Agreement or liable for any delay or failure in performing its obligations under this Agreement where such delay or failure results from events or circumstances beyond its reasonable control.

26. Third-Party Rights

26.1 Rights of Third Parties

26.1.1 Unless this Agreement expressly provides otherwise, no person who is not a party to this Agreement shall have any right to enforce any provision of this Agreement under the Contracts (Rights of Third Parties) Act 1999.

27. Confidentiality and Data Protection

27.1 Confidential Information

27.1.1 Each party shall keep confidential all confidential information received from another party in connection with this Agreement.

27.1.2 Confidential information may only be disclosed:

- (a) where required by law or a competent regulatory authority;
- (b) to professional advisers, employees or contractors who require the information for the purposes of performing obligations under this Agreement; or
- (c) with the prior written consent of the disclosing party.

27.1.3 No party shall use confidential information for any purpose other than the performance or enforcement of this Agreement.

27.2 Data Protection

27.2.1 Each party shall comply with all applicable data protection legislation when processing personal data under or in connection with this Agreement.

27.2.2 Nothing in this Agreement shall prevent HESTIA from processing or disclosing personal data where reasonably necessary for:

- (a) administering this Agreement;
- (b) verifying information;
- (c) tracing the Tenant;
- (d) recovering sums due; or
- (e) complying with legal obligations,

provided that such processing complies with applicable data protection legislation.

28. Governing Law and Jurisdiction

28.1 Governing Law

28.1.1 This Agreement and any dispute or claim (including any non-contractual dispute or claim) arising out of or in connection with it shall be governed by the law of the jurisdiction in which the Property is situated.

28.1.2 The courts of the jurisdiction in which the Property is situated shall have exclusive jurisdiction to determine any dispute arising out of or in connection with this Agreement.

Schedule – Commercial Particulars

By signing this Agreement, each Party confirms that it has read, understood and agrees to be bound by these Terms and Conditions and the Schedule

Landlord Name:	
Address:	
Phone:	
Email:	
Tenant Name:	
Address:	
Phone:	
Email:	
Property Address:	
Tenancy Commencement Date:	
Hestia Guarantor Application ID:	
Monthly Rent Covered by the Guarantee:	

EXECUTION

Landlord/Authorised Letting Agent

Signature:	
Name:	
Date:	

Tenant

Signature:	
Name:	
Date:	

HESTIA GUARANTOR LTD

Signature:	
Name:	
Position:	
Date:	

PERSONAL GUARANTEE

Parties

(1) HESTIA GUARANTOR LTD (Company No. 17346419) whose registered office is at 167-169 Great Portland Street, 5th Floor, London, W1W 5PF ("HESTIA");

(2) [Tenant Name] of [Address] (the "Tenant").

Background

A. The Tenant has entered into, or will enter into, a Rental Guarantee Agreement with HESTIA in connection with a residential tenancy.

B. HESTIA has agreed to provide a Rental Guarantee in accordance with the Rental Guarantee Agreement.

C. This Personal Guarantee forms part of the Rental Guarantee Agreement and shall be read together with it.

Agreed Terms

In consideration of HESTIA entering into the Rental Guarantee Agreement, the Tenant hereby irrevocably and unconditionally agrees to be bound by the Terms and Conditions of the Rental Guarantee Agreement and to reimburse HESTIA for all sums recoverable from the Tenant under the Rental Guarantee Agreement.

This Personal Guarantee is a continuing obligation and shall remain in force for so long as any liability remains outstanding under the Rental Guarantee Agreement.

Signed by the Tenant

For and on behalf of HESTIA GUARANTOR LTD

Signature:	Signature:
Name:	Name:
	Position:
Date:	Date: