

Guarantor Form

THIS IS A LEGALLY BINDING DOCUMENT

By completing the guarantor form this guarantees Heriot-Watt University (the "University") payment for rent and any other charges from the student's guarantor if the student is unable to pay the rent and any other charges they are liable for.

In the event a student does not make payment of rent and/or payment of any charges within 7 working days of the service charge being issued or the rental payment deadline (15th of each month) we will contact the guarantor by writing and/or telephone to inform them of the debt amount and will disclose what the debt is in relation to. Please note we will retain a copy of this form for the standard 7-year period and only our Student Accommodation Team and Finance Department will have access to this information for debt collection purposes.

For details of Heriot-Watt's Data Protection Policy please visit:

www.hw.ac.uk/about/professional-services/governance-and-legal-services/information-governance/protect-information/data-protection-overview/data-protection-legislation/data-protection-policy

Student Details

(The student should complete this section - Please use capital letters)

On behalf of

Student Name *(of Student)*

Student ID Number (e.g. H00123456)

Home address *(of Student)*

Postcode

Bedroom Type Offered (e.g. Traditional ensuite)

Student Handwritten Signature *(of Student)*
(hereinafter called "the Tenant")

Guarantor Details

(The Guarantor should complete this section - Please use capital letters)

The guarantor is generally a parent, guardian, family member, partner etc but can be anyone over 18 years old who is willing and financially able to cover the Tenant, details above, total annual rental cost and any charges accumulated during the Tenants stay within student accommodation.

Please note it is the responsibility of the guarantor to ensure the University, Student Accommodation Office are made aware of any changes as detailed below during the academic year 2026/2027. You can email halls@hw.ac.uk/bordershalls@hw.ac.uk stating the Student's ID Number and change of address or contact number.

Title (Mr/Mrs/Ms/Mx) Full Name *(of Guarantor)*

Home address *(of Guarantor)*

Postcode

Email Telephone *(of Guarantor)*
(hereinafter called "the Guarantor")

In favour of

HERIOT-WATT UNIVERSITY, established under Royal Charter in the United Kingdom with number RC000216 and a Scottish charity with number SC000278 with its principal office at Riccarton, Edinburgh, EH14 4AS, United Kingdom

WHEREAS

(First) **Heriot-Watt University** and the Tenant have agreed to enter into a Tenancy Agreement relative to Heriot-Watt on campus accommodation to be occupied by the Tenant ("the Premises") (and all as the said Tenancy Agreement granted or about to be granted is hereinafter referred to as "the Tenancy Agreement").

(Second) The Guarantor has agreed at the request of the Tenant to guarantee the payment of the Rent (as defined in the Tenancy Agreement) due under the Tenancy Agreement and any other charges the Tenant may become liable for.

NOW THEREFORE the Guarantor AGREES as follows:

- 1. Guarantee**
 - 1.1** The guarantor hereby binds and obliges themself to guarantee to Heriot-Watt University payment of the Rent due by the Tenant under the Tenancy Agreement and any other charges the Tenant may become liable for.
 - 1.2** If the Tenant shall make default in payment of the Rent when due and payable to Heriot-Watt University under the Tenancy Agreement and any other charges which may be due to be paid, the Guarantor shall forthwith, on demand by Heriot-Watt University, unconditionally pay to Heriot-Watt University in the manner prescribed in this guarantee an amount equal to the amount payable by the Tenant.
 - 1.3** The guarantee and indemnity contained in this deed shall continue in force and effect until all monies owing or payable, or purported to be owing or payable, by the Tenant under the Tenancy Agreement in respect of Rent and any other charges have been paid and notwithstanding any change in the status of the Tenant.
 - 1.4** The Guarantor shall not be exonerated by any forbearance, whether as to payment, time, performance or otherwise, or by any other indulgence being given to the Tenant or by any variation of the terms of the Tenancy Agreement or any act, or omission which, but for this provision, might operate to exonerate or discharge the Guarantor of its obligations under the Guarantee and indemnity contained in this deed.
 - 1.5** The liability of the Guarantor hereunder shall not exceed £13,650 where accommodation is at the Edinburgh Campus, £9,750 where accommodation is at the Borders campus, being the highest annual rental cost within student accommodation rental duration and accommodation options plus highest known service charges costs to-date from time to time.
 - 1.6** A statement or demand in writing issued by Heriot-Watt University shall be conclusive evidence that the sum so claimed is due by the Tenant and shall be payable by the Guarantor forthwith without further proof.
 - 1.7** The Guarantor hereby approves the terms of the Tenancy Agreement in all respects.
- 2 Variation**
No variation of this deed shall be effective unless made in writing and signed by and on behalf of each of the parties.
- 3 Applicable Law and Jurisdiction**
This deed shall be governed by and construed in accordance with the law of Scotland and each of the parties submits to the exclusive jurisdiction of the Scottish Courts.

The Guarantor consents to registration hereof for preservation and execution: IN WITNESS WHEREOF these presents consisting of this, and the preceding page are executed as follows:

Guarantor's Full Name

Guarantor's Handwritten Signature

Witness Details

(the witness cannot be related to the Tenant or guarantor, nor live at the same address)

Witness's Full Name **Date**

Witness's Handwritten Signature

Witness's Address (Full street address, city, postcode, and country)

ALL THREE SIGNATURES ABOVE MUST BE HANDWRITTEN AS DIGITAL SIGNATURES WILL NOT BE ACCEPTED

Please complete, scan, or take a picture and upload the 2 pages fully completed form to the online application system. If you are having issues with uploading the form, please submit a blank form on the system and email the completed form to halls@hw.ac.uk/bordershalls@hw.ac.uk.