

## ANNEXURE C – Guarantee

(Refer to Clause 3.2 of the Licence Agreement Terms)

**Note: If you are under 18 years of age at the time of entering into this Agreement, your guarantor must complete this form.**

To: UNSW STUDENT ACCOMMODATION (the Owner)

### Part A - Details of Guarantor

Please print

Name of Guarantor(s): \_\_\_\_\_

\_\_\_\_\_, (joint and severally, the **Guarantor**)

Name of Resident: \_\_\_\_\_

Relationship to Resident: \_\_\_\_\_

Address of Guarantor: *[Any notices in relation to this Guarantee will be issued to this address]*

\_\_\_\_\_ *[Number and Street Name]*

\_\_\_\_\_ *[City, Post Code and Country]*

\_\_\_\_\_ *[Email and/ or contact number]*

\_\_\_\_\_ *[Number and Street Name]*

\_\_\_\_\_ *[City, Post Code and Country]*

\_\_\_\_\_ *[Email]*

\_\_\_\_\_ *[Contact number (including country and area code)]*

### Part B - Operative Provisions

- (a) I/We, the Guarantor, acknowledge and agree, in consideration of the Owner entering into this Licence Agreement with the Resident at my/our request, I/we hereby unconditionally and irrevocably guarantee to the Owner the punctual performance of all the Resident's obligations contained in the Residential Agreement and the payment to the Owner, as a debt due on demand, all amounts which are at any time due for payment and unpaid by the Resident in accordance with the terms of the Licence Agreement (**Guarantor's Obligations**).
- (b) If any payment or other transaction relating to the Resident's obligations under the Licence Agreement, or the Licence Agreement (or part thereof), is void, voidable or otherwise unenforceable:
- (1) the Guarantor's liability under this Guarantee is the same as if the Licence Agreement, the payment or transaction relating to the Licence Agreement was not void, voidable or otherwise unenforceable; and
  - (2) the Guarantor must immediately do everything required by the Owner to restore to the Owner the benefit of the Guarantor's liability under this Guarantee that would have existed but for the Licence Agreement (or part thereof) or the payment or transaction relating to the Licence Agreement being void, voidable or otherwise unenforceable.
- (c) The Guarantor's Obligations may be enforced against the Guarantor without the Owner being required to first exercise any right against the Resident or enforce any security provided by the Resident under the Licence Agreement.
- (d) The Guarantor must pay the Owner, on written demand by the Owner, all costs and expenses incurred by the Owner, in respect of the Owner's exercise or attempted exercise of any right under this Guarantee.
- (e) The Guarantor's Obligations are continuing obligations and are irrevocable and unconditional.
- (f) If the Guarantor consists of two or more persons, this Guarantee benefits and binds them separately and together.

**SIGNED AS A DEED POLL**

Date: \_\_\_\_\_

**SIGNED BY THE GUARANTOR**

**Signed by the Guarantor in the presence of:**

**First Guarantor**

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Guarantor's Signature

\_\_\_\_\_  
Witness' Name (please print)

\_\_\_\_\_  
Guarantor's Name  
(please print)

**Second Guarantor (if applicable)**

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Guarantor's Signature

\_\_\_\_\_  
Witness' Name (please print)

\_\_\_\_\_  
Guarantor's Name  
(please print)