**GUARANTEE BOND**

**Number** **[Click here to insert bond number]**

**Organisation** [Insert organisation or scheme name]

**Name and address** [Insert address]

**Landlord’s name** [Insert landlord's name]

**and address** [Insert address]

**Tenant’s name** [Insert tenant's name]

**Property address** [Insert address]

**Tenancy agreement** Dated [insert date] (together with the inventory that relates to the Tenancy Agreement)

**Period** [Period] or, if earlier, the date of the end of the tenancy agreement

**Rent payable** [Rent payable]

**Maximum sum (bond)** [Value of bond]

**Agreed losses** (a) loss or damage to the property or any items in the inventory caused by the tenant or his/her family or his/her visitors and which is not caused by fair wear and tear

**[Insert organisation or scheme name]** agrees to indemnify the landlord against agreed losses occurring during the period but so that **[Insert organisation or scheme name]** maximum aggregate liability under this bond shall not exceed the maximum sum.

The indemnity given by **[Insert organisation or scheme name]** is subject to the following conditions:

 (1) any claim under this indemnity must be made by the landlord in writing during or within 14 days after the end of the period and must contain particulars of the claim. Claims not made in this way are not payable by **[Insert organisation or scheme name]**. Except in respect of any claim made in accordance with this clause, the obligations of **[Insert organisation or scheme name]** under this bond shall be released and discharged absolutely at the end of the period

(2) claims for agreed losses in respect of fixtures fittings or contents can only be made if they are listed in the inventory

(3) if the landlord holds a deposit paid by the tenant, no claim shall be made under this indemnity until such deposit has been used in full

(4) the landlord is under a duty to **[Insert organisation or scheme name]**to mitigate their loss

(5) the burden of proof of claiming that rent has not been paid by the tenant or that agreed losses have occurred is on the landlord

(6) any notice to be served on the landlord shall be served at the address stated on this bond. Any notice to be served on **[Insert organisation or scheme name]**shall be served at the address stated on this bond

(7) this bond shall terminate forthwith if **[Insert organisation or scheme name]**shall terminate the agreement between **[Insert organisation or scheme name]**and the landlord dated [insert date].

(8) this bond and the benefits thereof shall not be assigned by the landlord without the prior written consent of **[Insert organisation or scheme name]**.

The parties to this bond do not intend that any of its terms will be enforceable, by virtue of the Contracts (Rights of Third Parties) Act 1999 or otherwise, by any person not a party to it.

This bond shall be governed by and construed in accordance with the laws of England and Wales and only the courts of England and Wales shall have jurisdiction hereunder.

**Signed** **Date** [Insert date]

For and on behalf of **[Insert organisation or scheme name]**

**Signed** **Date** [Insert date]

 Landlord