

### 1. Guarantee

SafetyLet Ltd will guarantee the Landlord in respect of lost rent. We provide our own legal services following a Tenant's default on the Tenancy Agreement relating to the private residence.

#### (i) Rent

SafetyLet Ltd guarantee the Landlord for rental arrears and unpaid rent for the remaining term of the period covered by the Certificate of Guarantee and until vacant possession of the property is obtained. The first unpaid rent must commence during the period covered by the Certificate or where legal proceedings have been instituted before possession is obtained (whichever is the sooner). The maximum rent that can be covered is £2,000, per calendar month — unless prior agreement has been made to the contrary.

#### (ii) Legal Services

SafetyLet Ltd guarantee the Landlord for all legal services regarding the recovery of rent arrears; obtaining Possession Orders; Bailiffs Warrants or other enforcement.

#### (iii) Eviction

SafetyLet Ltd will provide the Landlord with a legal service in the event that it becomes necessary to evict the Tenant due to unexpected Events; Breaches; Defaults or unauthorised occupation such as squatters.

#### (iv) Disputes

In the event of disputes arising between the Landlord and Tenant, SafetyLet Ltd will provide legal assistance and advice.

#### (v) Defence of Prosecutions

In the event that a tenant brings a claim against the Landlord, where a Landlord is prosecuted for an offence arising from his letting of the property, or where there is any other dispute between Landlord and Tenant, SafetyLet Ltd will provide a legal service and defend proceedings against the Landlord.

### 2. Limits of Liability

- (a) The Maximum Liability of SafetyLet Ltd will be £25,000 in respect of any one Guaranteed Incident or series of Guaranteed Incidents.
- (b) The policy excess is the industry standard of one calendar month's rent. The excess is deducted from the first Application for Unpaid Rent.
- (c) The Guarantee in respect of outstanding rental arrears and unpaid rent will be limited to a maximum of 12 months' rent.
- (d) The Guarantee in respect of rent reduces to 75% of the monthly rental income on vacation of the property by the Tenant and is limited to one month's rent.
- (e) Payments whilst the property is vacant are conditional upon (a) The Landlord making the property available, through the Managing Agents, for re-letting; and (b) The Landlord must accept an offer of a tenancy in excess of 85% of the monthly rental.
- (f) The decision of SafetyLet Ltd over dilapidation disputes will be binding as to the value of the dilapidations in such disputes.
- (g) This contract is non-transferable.
- (h) In the event of the non payment of rent by, (or the Insolvency of) the Managing Agent, this contract is cancelled with immediate effect.
- (i) Non-payment under the contract for SafetyLet® Protection (by either monthly percentage fee or annual charge as agreed), will result in the contract being cancelled with immediate effect.

### 3. The Tenancy

The Tenancy must be either: an Assured Shorthold Tenancy as defined by the Housing Acts 1988 and 1996 or a Tenancy to a Limited Company. The requirements of the relevant legislation (including all relevant statutory instruments) in relation to the Tenancy Agreement must be followed.

### 4. The Tenant

The Tenant must be recommended as acceptable by the Referencing Department of SafetyLet Ltd prior to the commencement of the Guarantee; and SafetyLet Ltd must be notified of any proposed changes in the person(s) who are for the time being the Tenant in occupation of the property during the period of the Contract.

### 5. Claims Procedure

Notification of all situations giving rise to a Claim must be made within 45 days of the first default by the Tenant. Any application for settlement of unpaid rent will be considered after 60 days from the first default. Payments will be made in either one or two instalments at the Landlord's request.

### 6. Exclusions

- The Guarantee shall not apply where the Landlord has failed to comply with his own contractual and statutory obligations; or where:
- (a) there is late notification to SafetyLet Ltd;
  - (b) the Management Agent has failed to obtain a Tenancy Agreement signed by both the Landlord and the Tenant. This applies to any subsequent contracts required due to the renegotiation of terms such as rent increases; or removal / additions of parties to the contract;
  - (c) cleared funds in respect of the first month's rent and a deposit equal to at least one month's rent have not been received from the Tenant prior to the granting of the tenancy;
  - (d) negotiations have taken place between the Landlord and the Tenant for the purchase of the Property (whether or not such purchase is completed);
  - (e) there is a dilapidations dispute and no Check-in Inventory was agreed by or on behalf of both the Landlord and the Tenant prior to the granting of the tenancy;
  - (f) there is a simple "dilapidations only" dispute where the value does not exceed £750;
  - (g) there is an application for payment less than £250;
  - (h) the mortgagee of the property initiates recovery proceedings against the Landlord for repossession of the property for failure to pay the mortgage instalments;
  - (i) any payment of rent or mesne profits arising from occupation of the property by any unauthorised occupant;
  - (j) where the Landlord enters into negotiation with any party to the contract without prior notification to and agreement from SafetyLet Ltd.

### Pre-conditions to SafetyLet® Protection

Signed Tenancy Agreements and Guarantor Agreements where required, must be in situ upon commencement of the tenancy. Compliance with all Statutory and Contractual Obligations are prerequisite. The onus is entirely on the Landlord to comply with all Statutory and Contractual Obligations arising from the Tenancy Agreement.

## SafetyLet Rental Guarantee

### Referencing & Guarantee



Your house, in our hands.

SafetyLet

#### SafetyLet Ltd

Unit 2  
Highview Business Centre  
High Street  
Bordon  
Hampshire GU35 0AX

Tel: 01420 475057  
Fax: 01420 475742  
Email: [info@safetylet.co.uk](mailto:info@safetylet.co.uk)  
Web: [www.safetylet.co.uk](http://www.safetylet.co.uk)

## Who we are...

The proprietor of SafetyLet Ltd was instrumental in changing the face of the 'Landlord Protection' market. In 1980 when the first product was launched, offering Legal Expenses cover to Landlords stuck with problem tenants – there was no other product on the market of this kind. In 1988 we extended and launched the first ever Rental Warranty contracts. Again, we led – and the market followed.

As market leaders, we are proud to offer a complete 'in-house' service to our clients. Our bespoke products are tailored to fit your circumstances and our expert team are always here to offer advice and practical assistance.



## How it works...

When referencing your potential tenants, our analysts ensure they contact the correct people. We speak to them personally rather than relying solely on emails and faxes, which can be intercepted. After double checking every fact, we know if any attempt has been made to hide information that should have been disclosed.

We cover individuals and companies. Although dependent on the speed of the replies received; our Standard Service returns results within 3 days and our Express Service within 24 hours. If the information has been slow or you are not satisfied, you can re-activate your reference (once, free of charge) for a further 3 day search period. Our rates start from £30 per applicant and our face-to-face service simply cannot be beaten.

If you have ever had the misfortune to play the unwilling host to a non-paying tenant, or remove a nuisance squatter, you will know how much distress this can cause and how much it can cost in lost rent and legal fees.

**There are plenty of good tenants out there – there is no need to be lumbered with the cost of a bad one.**

**By removing the risk – we remove the worry.**



Once your tenant has been successfully referenced, we will provide SafetyLet® cover. This removes the hassle and expense of problem tenants, ensuring you are not out of pocket should the worst happen. Our expert in-house team supply the following services at no extra charge:

- Provision of legal services
- Possession / Eviction
- Bailiffs
- Defence of Prosecutions
- Other disputes between Landlord & Tenant
- Legal advice on Landlord and Tenant matters
- Enforcement of Court Orders