

## **GUARANTOR AGREEMENT**

### **IMPORTANT NOTICE**

**This guarantor agreement creates a binding legal contract. If you do not fully understand the nature of the agreement, then it is recommended that you take independent legal advice before signing.**

It is essential that a copy of the proposed Agreement for the Provision of Accommodation and Care Services is attached to the Guarantor Agreement and that the Guarantor is given adequate opportunity to read both documents before signing. If the Guarantor is not able to be present, in person, to sign the guarantee it is recommended that the guarantee is signed before the Agreement is due to start.

**THIS AGREEMENT is made BETWEEN the Guarantor and the Company.**

<b>Guarantor:</b>	
<b>Guarantor address:</b>	
<b>Guarantor telephone:</b>	
<b>Company:</b>	East Anglia Care Homes Ltd
<b>Company Address:</b>	Sutherlands, 136 Norwich Road, Wymondham, Norfolk, NR18 OSX

## **1. KEY TERMS AND DEFINITIONS**

- 1.1. References within this document to **'Client'** are references to the person named within the Agreement who is to receive the accommodation, personal care and (where necessary) nursing care.
- 1.2. References within this document to **'Care Home'** are references to the premises where the Client will reside and receive personal and/or nursing care.
- 1.3. References within this document to **'Fees'** is the amount the Company will charge and the amount the Client has agreed to pay for the provision of accommodation and personal/nursing care set out in the Agreement for the Provision of Accommodation and Care Services.
- 1.4. References within this document to **'the Agreement'** refer to the Agreement for the Provision of Accommodation and Care Services.

<b>Amount of fees per week to be guaranteed</b>	£
<b>Care Home:</b>	Halvergate House
<b>Care Home Address:</b>	58 Yarmouth Road, North Walsham, Norfolk, NR28 9AU
<b>Date of Admission to the Care Home:</b>	

## 2. GUARANTEE

- 2.1. The Company agrees to enter in to the Agreement for the Provision of Accommodation and Care to the Client. In consideration of this, the Guarantor agrees to act for the Client should they fail, for any reason, to meet the financial commitments arising from the Agreement entered into.
- 2.2. This Guarantor Agreement is place for the duration of the Client's residency at the Care Home. All references to the Company herein shall be deemed to include the Company's Agent or any person authorised to act on the Company's behalf.
- 2.3. The Company will advise the Guarantor of any fee increases made under the Agreement.
- 2.4. The Guarantor agrees to guarantee the revised fee unless the Guarantor informs the Company in writing within 7 days of receiving notification of the revised fee that the revised fee is not guaranteed.
- 2.5. The Company will use its reasonable endeavours to inform the Guarantor of any default by the Client within 28 days of the date of default.
- 2.6. The Guarantor undertakes to pay to the Company from the date of this Guarantor Agreement the fees payable under the Agreement within 10 days of receipt of a written demand from the Company or his Agent addressed to the Guarantor if the Client following demand has not paid the amount being demanded when it was due under the Agreement.
- 2.7. Any delay by the Company in demanding or collecting the fees when they fall due, and any time to pay which may be given to the Client by the Company shall not release the Guarantor or in any way affect the liability of the Guarantor under this agreement.
- 2.8. Should the Guarantor die during the currency of this agreement, the Guarantor's estate will be liable as surety and co-principal debtor.
- 2.9. This guarantee may be terminated by written notice by the Guarantor subject to the Client vacating the Care Home at the earliest legally permissible date required for possession. If the Client fails to vacate on this earliest date then the guarantee shall continue until the Client vacates the Care Home.

<b>SIGNED by GUARANTOR:</b>	
<b>DATE:</b>	

<b>SIGNED by WITNESS:</b>	
<b>DATE:</b>	
Name: Address:	
<b>SIGNED by the COMPANY:</b>	East Anglia Care Homes Ltd
<b>DATE:</b>	
Name: Address:	