

Guarantor Fact Sheet

What is a Guarantor?

A “Guarantor” is commonly a friend or family member of the Student and has agreed to vouch for them and accept the Student’s liabilities in the event the Student defaults on their obligations under the Accommodation Agreement.

For instance, if the Student fails to pay the Accommodation Fee, then the Guarantor will be liable to pay the College the Accommodation Fee instead of the Student. Or if there is damage caused by the Student and the Student refuses to pay for that damage, then the Guarantor will also be liable to the College for that.

So a guarantee is a promise made by a one person to another to honour that the person primarily responsible for performing a contractual obligation, honours that obligation.

To be a Guarantor you also need to be over 21 years old, with a good credit history and financial stability.

What to consider before becoming a Guarantor

- 1. Do you understand the responsibilities of a Guarantor?**
- 2. Can you *really* afford to pay someone else’s debt (not just hypothetically, but in reality)?**

If the Student you’re vouching for actually does fall into hardship, can you *really* afford to pay the debt, and more importantly, would you want to?

- 3. To what level do you trust the person you’re being a Guarantor for?**
- 4. Are you being pressured into being a Guarantor?**

Most guarantors are either family members or extremely close friends of the Student. So there’s usually a feeling of emotional obligation pushing them into the situation, even if it’s subconscious. If you feel even remotely pressured into being a guarantor (even if it’s your own moral obligation pushing you, and not necessarily the Student’s) or there’s a feeling of unease, even if it’s ever so slightly, think twice about becoming a guarantor.

- 5. There is zero reward for being a Guarantor**

Other than the self-satisfaction of knowing you are helping someone out. There is no opportunity for financial gain, it does not help your credit rating and you do not get compensated for the Student’s good behaviour.

What if the Student wants to leave accommodation part way through the academic year – what am I liable for?

It will depend on when the Student decides to leave.

Where the Student chooses to leave accommodation after the first 2 weeks of the academic year, but before the end of the first term, they will be charged up to and including the end of the first term. If the Student does not pay the Accommodation Fee (or part thereof) for that period, you will be liable for the Accommodation Fee for that period.

Where the Student chooses to leave accommodation after the start of second term, they will be charged for the remainder of the academic year. If the Student does not pay the Accommodation Fee (or part thereof) for that period, you will be liable for the Accommodation Fee for that period.

A refund of the Deposit (without interest) will usually be made within 8 weeks from departure date, less any sums that may be due to the College.

How Do I Stop Being a Guarantor?

Your obligations as a guarantor continue for so long as the Accommodation agreement is in place.

If, because, for instance, circumstances have changed since you signed the Guarantor Agreement, then you will need to speak to someone in the Finance team on 01904 772203 or by emailing finance@askham-bryan.ac.uk

Being a Guarantor is a serious commitment.

If you have any doubts/questions about what it means to be a Guarantor, please seek independent legal advice before signing the Guarantor Agreement.