

**Important warning to intended Guarantors:** By signing this document you agree to ensure that the Tenant does everything they have promised to do under his/her Tenancy Agreement including paying the Rent and other obligations. This means that if the Tenant fails to pay Rent on time or causes damage to the property you will have to pay instead. You should consider taking legal advice before signing this document.

**For the landlord:** Please make sure that before this Guarantee is signed the Guarantor has the opportunity of reading it through. Also before the Guarantee is signed you must give the intended Guarantor a completed copy of the Tenancy Agreement and allow him/her a sufficient opportunity to read it through before they sign this Guarantee.

**Selecting an appropriate witness:** This document is a deed and all signatures must be witnessed. This witness should be an independent party, unrelated to the Guarantor or the Landlord. The witness must be present and observe the person whose signature they are witnessing signing the agreement.

**Dates:** The date at the top of this agreement should be inserted after both parties have signed and their signatures have been witnessed.

**This Agreement is made on \_\_\_\_\_ between the Landlord and the Guarantor.**

**Landlord Details**

Name(s): \_\_\_\_\_

Address: \_\_\_\_\_

Postcode \_\_\_\_\_

**Guarantor Details**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Postcode \_\_\_\_\_

Phone No.: \_\_\_\_\_

Name of Tenant(s) to be guaranteed under this Agreement: \_\_\_\_\_

Relationship to Tenant: \_\_\_\_\_

**Rental Property Details**

Address: \_\_\_\_\_

Postcode \_\_\_\_\_

(the "Rental Property")

**Tenancy Agreement Details**

Name(s) of tenants that are parties to the Tenancy Agreement for the Rental Property with the Landlord:

\_\_\_\_\_

Rent: £\_\_\_\_\_ payable in advance per \_\_\_\_\_

Tenancy commencement date: \_\_\_\_\_

Duration of Tenancy Agreement: \_\_\_\_\_

and any time during which there is any continuation of the tenancy under a statutory periodic tenancy or any continuation period under any contractual continuation of the tenancy.

## **Guarantee**

### **Definitions**

For the purposes of this Guarantee –

“Losses” include any damages, expenses or costs (including legal costs) which result from any Rent or other monies payable not being paid if any term of the Tenancy Agreement is broken.

“Personal Representative” means the person or persons that are responsible for making decisions relating to the estate of the Tenant if the Tenants dies.

“Tenancy Agreement” means the contract between the Landlord and the Tenant for the occupation by the Tenant of the Rental Property

### **Terms of the Guarantee**

1.0 At the request of the Guarantor who has agreed to give this Guarantee, the Landlord has agreed to let the Rental Property to the Tenant for the duration and the Rent set out above, on the terms set out in the Tenancy Agreement.

1.1 In consideration of the Landlord’s agreement to let the Rental Property to the Tenant, the Guarantor guarantees the performance by the Tenant to the Landlord of all obligations under the Tenancy Agreement.

1.2 In consideration of the Landlord’s agreement to let the Rental Property to the Tenant, the Guarantor further agrees to indemnify the Landlord against any loss they incur as a result of letting the Rental Property to the Tenant.

1.3 The Guarantor’s liability under this Guarantee in respect of the Rent payable under the Agreement shall be limited to the Tenant’s contribution to the total Rent for the Property. This shall be calculated by dividing the total amount of the Rent for the Property equally between the Tenant and the other persons liable to pay the Rent in order to determine the Tenant’s share and then deducting from this share all amounts, if any, actually received by the Landlord from the Tenant on account of the Tenant’s contribution to the Rent. Otherwise, this Guarantee is unlimited.

### **2.0 More than one tenant or guarantor**

2.1 If the Tenant comprises of more than one individual (even if the identity of any of the tenants change) the individuals are jointly and severally liable with one another to pay the Rent and otherwise comply with the other terms of the Agreement. As the Guarantor is guaranteeing the Tenant’s obligations under the Agreement this includes guaranteeing the liability for any person making up the Tenant on a joint and several basis.

2.2 If there is more than one Guarantor then all of them are jointly and severally liable to guarantee the Tenant and indemnify the Landlord and the Landlord may pursue any one or all of them for any loss they incur due to a breach of the Tenancy Agreement (beside the Rent).

### **3.0 Payment on demand**

3.1 If the Tenant fails to pay the Rent or any other money payable under the terms of the Tenancy Agreement the Guarantor will, upon written demand by the Landlord, pay the Landlord the Rent or other money which is unpaid.

3.2 If the Tenant does not comply with any of the terms of the Agreement which are the Tenant’s responsibility the Guarantor will, on written demand by the Landlord, pay the Landlord all Losses which the Landlord is entitled to recover as a result of the Tenant breaking the terms of the Tenancy Agreement. Details of the amount of the loss and how it is calculated must be provided.

### **4.0 Continuation of Guarantee**

4.1 This Guarantee shall continue if a statutory periodic tenancy arises under the Housing Act 1988 or there is a contractual continuation on the expiry of the fixed term granted by the Agreement. The Guarantor agree that the Guarantor will pay the Rent and any other money payable and also pay any Losses if any of the other terms of the Tenancy Agreement are broken under this statutory periodic tenancy or contractual continuation.

### **5.0 Death or Bankruptcy of the Guarantor**

5.1 This Guarantee shall be cancelled if the Guarantor dies or becomes bankrupt. If there is more than one Guarantor then it shall only be cancelled on the death or bankruptcy of the last

Guarantor to die or become bankrupt. Cancellation shall take effect on the next Rent payment day after the date of the death or bankruptcy.

## **6.0 Death or Bankruptcy of the Tenant**

6.1 This Guarantee will not be cancelled on the death of the Tenant if the fixed term of the tenancy is still running at the date of death. It will end on the expiry of the fixed term (unless the tenancy is terminated earlier) but subject to Clause 6.2.

6.2 The Guarantee shall only continue under Clause 6.1 for the duration of the remainder of the fixed term if the landlord makes a written offer to the Personal Representative of the deceased Tenant to accept a surrender of the tenancy. This offer will take effect from the next Rent payment day after the date of death unless the Personal Representative refuse or fail to effect such a surrender. Otherwise, it will end on the date of the surrender or, if earlier, the day before the next Rent payment date after the date of the Tenant's death.

6.3 In the event of the tenancy being a periodic tenancy, this Guarantee shall be cancelled at the end of the period of the tenancy that is current at the date of the Tenant's death.

6.4 This Guarantee will not be cancelled if the Tenant is declared bankrupt and the Guarantor's obligations under this Agreement will not be reduced or limited if the Tenant is declared bankrupt.

## **7.0 Variations to the Tenancy**

7.1 The Guarantee shall continue in force even if there is a variation to the terms of the Agreement with or without the Guarantor's consent (including any increase in the amount of Rent payable in respect of the property by the Tenant) but subject to the provisions of this clause.

7.2 The Guarantee will apply to any statutory periodic tenancy or contractual continuation which arises at the end of the fixed term as per Clause 4.1.

7.3 However, for these purposes a variation shall not include any new or further agreements entered into by the Tenant and the Landlord under which a tenancy of the property is granted or extended unless the Guarantor also agrees to guarantee the extended or new tenancy. This means that the Guarantor will only be responsible for guaranteeing any new or extended tenancy if they expressly agree to this at the time. This Guarantee will apply to the tenancy up to the date the existing tenancy ends or to the day before the extended term takes effect.

7.4 If there is any variation to the Agreement with the Guarantor's written consent the Guarantor will be bound by it and will guarantee the Agreement as varied.

## **8.0 Termination of the Tenancy**

8.1 This Guarantee shall not be cancelled because the tenancy under the Agreement is terminated by Court Order, by re-entry, forfeiture notice or otherwise. The Guarantor shall only be liable for any failure to pay the Rent or other money from any loss resulting from any non-compliance with the terms of the tenancy occurring up to the date of termination.

## **9.0 Non-cancellation**

9.1 This Guarantee cannot be cancelled and the Guarantor will not cease to be liable or have his or her liability reduced or limited -

9.1.1 if the Landlord does not take or delays any action to enforce compliance with the Agreement.

9.1.2 if the Landlord gives any time to pay or opportunity to make good any non-compliance with the terms of the Agreement

9.1.3 if the Landlord refuses to accept the Rent, or any other monies following any failure to comply with the terms of the Tenancy Agreement, in order to protect the Landlord's rights under the Agreement.

## **10.0 Demands**

10.1 Any demand shall be valid if sent by post or left at the Guarantor's address specified above, or any alternative address that the Guarantor notifies the Landlord of in writing.

## **11.0 Joint and individual liability of more than one Guarantor**

11.1 If there is more than one guarantor our liability under this Guarantee is joint and individual (several) so that if either of us fail to pay then the other will be fully liable to pay.

## **12.0 Legal costs**

12.1 The Landlord will be entitled to recover any legal costs which the Landlord may incur in recovering any payment due from us under this Guarantee.

## **13.0 Notice to the Landlord**

13.1 Any notice the Guarantor gives to the Landlord shall be effective if sent by post or left at the Landlord address specified above.

This document is a DEED and has been executed as a DEED.

### **Guarantor Signature**

Full name: \_\_\_\_\_

Signature: \_\_\_\_\_

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

in the presence of:

Signature of Witness: \_\_\_\_\_

Name of witness: \_\_\_\_\_

Address of Witness: \_\_\_\_\_

\_\_\_\_\_ Post Code \_\_\_\_\_

### **Landlord Signature**

Full name: \_\_\_\_\_

Signature: \_\_\_\_\_

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

in the presence of:

Signature of Witness: \_\_\_\_\_

Name of witness: \_\_\_\_\_

Address of Witness: \_\_\_\_\_

\_\_\_\_\_ Post Code \_\_\_\_\_