

Term of the tenancy: (“the Term”) including any continuation of the Term under a statutory or contractual periodic tenancy.

3.0 Landlord’s Details (“the Landlord”)

Title (Mr. Mrs. Ms. Miss): First Name:

Surname:

Current Address:

Post Code: Tel/Mobile:

Email:

4.0 Guarantor’s Obligation

Note: Expressions used in the Guarantee are defined above.

To the Landlord

In consideration of you having agreed to my request to accept the Tenant as a tenant of the Property on the terms of the Tenancy Agreement at the Share of the Rent for the Term –

Guarantee

- 4.1 I guarantee that the Tenant will pay the Share of the Rent as required by the Tenancy Agreement to the Landlord and that the Tenant will comply with all the other provisions of the Tenancy Agreement.
- 4.2 If the Tenant fails to pay the Share of the Rent I will pay any unpaid amount to the Landlord on written demand
- 4.3 If the Tenant fails to comply with the other provisions of the Tenancy Agreement (including any obligation of the Tenant to pay any money other than rent) I will on demand pay the Landlord any amount payable for damages or expenses payable by the Tenant under the Tenancy Agreement which the Tenant has failed to pay.

Shared house – more than one tenant

- 4.4 As there is more than one tenant under the Tenancy Agreement (and even though the identity of any of the tenants changes) the Tenant is jointly and individually (severally) liable with any other tenant to comply with the terms of the Tenancy Agreement (besides the obligation to pay a Share of the Rent). Because I am guaranteeing the Tenant’s responsibilities under the Tenancy Agreement this includes guaranteeing the Tenant’s liability for any failure by any other tenant to comply with such terms. This means that I agree that I am fully responsible in addition for the payment of any money beside rent damages or expenses which may result if either the Tenant or any other Tenant breaks any provision of the Tenancy Agreement should the Tenant fail to pay these.

Continuation of the Tenancy

- 4.5 The provisions of this Guarantee shall apply to any continuation of the tenancy whether this is a statutory periodic tenancy under the provisions of the Housing Act 1988 or a contractual continuation provided for in the Tenancy Agreement. The Guarantor guarantees to the Landlord that the Tenant shall pay the Share of the Rent payable under such continued tenancy and shall comply with the other provisions relating to such continued tenancy for its duration.

Cancellation of the Guarantee

- 4.6 This Guarantee cannot be cancelled so long as
 - (i) the Tenant remains a Tenant under a fixed-term tenancy.
 - (ii) but once the fixed term of the tenancy has come to an end if a statutory periodic tenancy or a contractual continuation arises then the Guarantor can cancel this guarantee on giving not less than six months notice in

writing to the Landlord to that effect. This Notice cannot be given until the statutory or contractual continuation has begun. The cancellation shall then take effect as from the expiry of this Notice.

Death and Bankruptcy

- 4.7.1 This Guarantee is not discharged by my death or bankruptcy or the death or bankruptcy of the Tenant except as otherwise provided in this Clause.
- 4.7.2 In the event of my death or bankruptcy or the death of the Tenant (but not the Tenant's bankruptcy) this Guarantee shall cease at the expiry of the fixed term of the tenancy or (if at that time it is continuing as a statutory or contractual periodic tenancy) at the end of the then current period of the tenancy so long as in either case in the event of my death or bankruptcy the Tenant has ceased to occupy the Property.
- 4.7.3 Where the Guarantor dies or becomes bankrupt prior to the discharge of the Guarantee under Clause 4.7.2 a replacement Guarantor enters into a Deed of Guarantee in favour of the Landlord in the same terms as this Deed (with such modifications as are necessary) and the new guarantor is approved by the Landlord (such approval not to be unreasonably withheld or delayed) this Guarantee shall be discharged as from the date of such replacement Guarantee.
- 4.7.4 If the Tenant shall die and prior to the discharge of the Guarantee under Clause 4.7.2 a replacement tenant becomes a party to the tenancy and is approved by the Landlord (such approval not to be unreasonably withheld or delayed) and also agreed the other tenants for the time being then this Guarantee shall be discharged as from the date when the replacement tenant becomes bound by the Tenancy Agreement.

Variations to the terms of the tenancy

- 4.8.1 This Guarantee will continue in full force despite any variation or alteration in the terms or provisions of the Tenancy Agreement whether with or without my consent but subject to the provisions of this Clause
- 4.8.2 This Guarantee will continue in full force even though there may be a change in the Identity of any person who is a tenant under the Tenancy Agreement.
- 4.8.3 If there is any variation in the terms of the Tenancy Agreement with my consent then I will be bound by it and guarantee the Tenancy Agreement as varied.
- 4.8.4 If there is a variation in the terms of the Tenancy Agreement without my consent then I will only be liable to pay what I would have had to pay according to the terms of the Tenancy Agreement as if it had not been varied.

The end of the tenancy

- 4.9 This Agreement will remain in full force even though the Agreement may be terminated by agreement, court order, re-entry, forfeiture notice or otherwise. In this case I will only be liable for any failure to pay the Share of the Rent or for a breach of any of the other terms of the Tenancy Agreement up to the date of termination.

No cancellation if time is allowed to pay/non enforcement

- 4.10 This Guarantee will not be cancelled if any arrangement is made between the Landlord and the Tenant or any other person who is a tenant of the Property even if this is without my consent. It will not be cancelled if you give time to pay or an opportunity to make good any breach of the terms of the Tenancy Agreement. It will not be cancelled if the Landlord does not take action to enforce compliance with the Tenancy Agreement.

Effect of cancellation/discharge of the Guarantee

- 4.11 The cancellation or discharge of the Guarantee under any Clause of this Guarantee still means that any amounts payable either in relation to arrears of the Share of the Rent or other money or damages or any expenses down to the date of the cancellation or discharge must be paid in full.

New Owners

- 4.12 Any reference to the Landlord in this Guarantee includes anyone who requires the Property from the Landlord. Any new owner shall have the benefit of this Guarantee.

Reference to the Landlord therefore includes the Landlord's successors and assigns.

Invalid clauses

4.13. If any provision of this Guarantee is determined to be invalid, illegal or unenforceable it shall not affect the enforceability of any other provision of this Guarantee. Rather the invalid, illegal or unenforceable provision shall be treated as removed from this Guarantee and this Guarantee shall be enforced as if the Guarantee did not contain the invalid, illegal or unenforceable provision.

IMPORTANT –

I confirm that I have had the opportunity of reading the Guidance Notes relating to this Guarantee as well as the Tenancy Agreement.

I enclose the following proof(s) of my identity:

A:

B:

IN WITNESS whereof the Guarantor has executed this Instrument as a Deed

Dated: 20

**Signed and Delivered as a Deed
by the Guarantor in the presence of:**

Guarantor's Signature:

Signature of Witness:

Witnesses name:

Witnesses address:

The information you provide may be passed to a credit reference agency, a debt collection agency or solicitors in connection with the enforcement of the Guarantee or the terms of the Tenancy Agreement.