

## GUARANTEE AGREEMENT

Relating to a tenancy agreement

**This Guarantee Agreement** is dated \_\_\_\_\_ (*insert date*)

### Particulars

In this agreement:

The Guarantor means	<i>Insert name and address</i>
The Landlord means	<i>Insert name and address</i>
The Tenant means	<i>Insert name and address</i>
The Property means	<i>Insert address of the property to be let to the Tenant</i>
The Rent means	<i>Insert details of the rent</i> £ _____ per _____
The Tenancy means	A tenancy proposed to be granted by the Landlord to the Tenant by which the Property will be let to the Tenant for the Rent.
The Tenancy Term means	The fixed term of the proposed tenancy (if any) and then any period during which a periodic tenancy continues after that. If there is no fixed term then the Tenancy Term starts when the tenancy starts and runs for as long as the periodic tenancy lasts.

### **Warning to the Guarantor**

This is a legal document. Sign it only if you want to be legally bound. Read it carefully before signing and take legal advice if you do not understand it or are not sure what to do.

1. In this agreement expressions in the left hand column of the above Particulars have the meanings respectively set against them in the right hand column.
2. The Guarantor named above requests the Landlord to grant a tenancy of the Property to the Tenant and the Guarantor acknowledges that a copy of the proposed tenancy agreement has been given to him.
3. In consideration of the Landlord granting the Tenancy to the Tenant, the Guarantor covenants with the Landlord (and, without the need for any express assignment, with all the Landlord's successors in title) that:-
  - 3.1. During the Tenancy Term the Tenant shall punctually pay the Rent and all other sums payable by the Tenant to the Landlord under the Tenancy and will observe and perform all the Tenant's obligations in the Tenancy; and
  - 3.2. If at any time during the Tenancy Term the Tenant shall make any default in payment of the Rent and such other sums or in observing or performing any of the Tenant's obligations in the Tenancy the Guarantor will pay the rents and other such sums and will observe and perform the obligations in respect of which the Tenant shall be in default; and
  - 3.3. The Guarantor will make good to the Landlord on demand and indemnify the Landlord against all losses damages costs and expenses arising or incurred by the Landlord as a result of such non-payment non-performance or non-observance.
4. The Guarantor's obligations shall apply notwithstanding:-
  - 4.1. Any time or indulgence granted by the Landlord to the Tenant or any neglect or forbearance of the Landlord in enforcing the payment of the rents or the observance or performance of the covenants or other terms of the Tenancy or any refusal by the Landlord to accept rents tendered by or on behalf of the Tenant at a time when the Landlord was entitled (or would after the service of a notice under the Law of Property Act 1925 section 146 have been entitled) to forfeit the Tenancy Agreement; or
  - 4.2. That the terms of the Tenancy Agreement may have been varied by agreement between the Landlord and the Tenant with the agreement of the Guarantor; or
  - 4.3. That the Tenant shall have surrendered part of the Property in which event the liability of the Guarantor under the Tenancy Agreement shall continue in respect of the part of the Property not so surrendered after making any necessary apportionments under the Law of Property Act 1925 section 140; or

4.4. Any other act or thing by which but for this provision the Guarantor would have been released.

IN WITNESS of which this agreement has been executed by the Guarantor as a deed on the date appearing at the top of the first page.

<p>Signed as a deed by the Guarantor in the presence of:-</p> <hr/> <p><i>Signature of witness</i></p> <hr/> <p><i>Address of witness</i></p>	<p><i>Guarantor to sign here</i></p>
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