

DEED OF GUARANTEE

This Deed of Guarantee is made on _____ (Date)

between

_____ of _____
("the Landlord")

and

_____ of _____
("the Guarantor")

It is agreed between the parties as follows:

1. The Guarantor agrees to guarantee _____ ("the Tenant") as the Tenant of the Property upon the terms and conditions of the tenancy agreement attached ("the Tenancy Agreement").
2. The Guarantor will ensure the compliance of the Tenant with the terms and obligations of the Tenancy Agreement.
3. The Guarantor agrees to fully cover and compensate the Landlord for any loss, damage, costs or other expenses including any Rent arrears arising either directly or indirectly out of any breach of the Tenancy Agreement by the Tenant or any other person whom the Tenant allows into occupation.
4. The Guarantee created by this Deed will be not only for the initial Term of the Tenancy Agreement but will continue to apply to any renewal, extension or continuation of the Tenancy whether as a fixed term or a periodic Tenancy.
5. The Guarantor's liability under this Guarantee and the Tenancy Agreement will be joint and several with the Tenant which means that each will be responsible for complying with the Tenant's obligations under the Tenancy Agreement both as individuals and together until all Rent arrears, losses, expenses and costs are paid in full. The Landlord may seek to enforce the obligations of the Tenancy Agreement and claim damages against the Tenant, the Guarantor, or both of them under the Tenancy Agreement and the Guarantee.
6. The obligations of the Guarantor will not be cleared or affected by any act, neglect, leniency, waiver or giving of time by the Landlord to the Tenant, the Guarantor or any other party in trying to obtain payment for or in the enforcement of the Tenant's covenants in the Tenancy Agreement.
7. The Guarantor will not be released from the liabilities arising under the Tenancy Agreement and the Guarantee by any variation or amendment of the Tenancy Agreement relating to the Rent, the parties to the Agreement or any other term of the Tenancy Agreement provided that the Guarantor is notified of the proposed variation in writing prior to it being carried out.
8. The Guarantee is binding, cannot be revoked and shall continue beyond the Guarantor's death or bankruptcy throughout the period that the Property is occupied by the Tenant or any assignee, subtenant or licensee of the Tenant.

9. If the Tenant defaults at any time whether in the initial Term or any extension or continuation of it or the Tenant is declared bankrupt and the Tenant's trustee in bankruptcy elects to disclaim the Tenancy Agreement then on written demand the Guarantor will pay cover and compensate the Landlord for all losses, claims, liabilities, costs, legal fees and expenses arising out of or due to that default or disclaimer or incurred by the Landlord due to the default or disclaimer.
10. The Guarantor will remain liable for any part of the Property and the obligations associated with it including any liabilities arising at the date of surrender if the Tenant surrenders any part of the Property with the consent of the Landlord.
11. The Guarantor will be liable to pay any costs, fees and expenses of the Landlord in enforcing this Guarantee and the obligations of the Tenancy Agreement whether or not court proceedings are taken.
12. The Guarantee will not be invalidated if the Tenant forms more than one person and one or more of the persons forming the Tenant to whom the Tenancy is granted abandons the Property or surrenders their interest in the Tenancy provided that at least one of the persons forming the Tenant or their assignees, subtenants or licensees remains in possession of the Property.

SIGNED AS A DEED AND DELIVERED BY, OR FOR AND ON BEHALF OF THE LANDLORD.

SIGNED AS A DEED AND DELIVERED BY THE GUARANTOR

In the presence of:

SIGNATURE OF WITNESS

WITNESS'S NAME AND ADDRESS