

## IMPORTANT NOTICE

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This guarantor agreement creates a binding legal contract. If you do not fully understand the nature of the agreement, then it is recommended that you take independent legal advice before signing.

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# DEED OF GUARANTEE

## for residential lettings

### General Notes

This agreement is for use with the letting of residential property and their associated tenancies. As such, this is a legal document and should not be used without adequate knowledge of the law of landlord and tenant.

It is essential that a copy of the proposed tenancy agreement is attached to the Guarantor Agreement and that the Guarantor is given adequate opportunity to read both documents before signing.

If the guarantor is not able to be present, in person, to sign the guarantee it is recommended that the guarantee is signed at least seven days before the tenancy is due to start.

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**THIS AGREEMENT is made BETWEEN the Guarantor and the Landlord.**

**Date:** ANY DATE 2017

**Guarantor name** ANY GUARANTOR NAME HERE IN BLOCK CAPITALS

**Landlord:** THE LANDLORDS NAME

**Tenant:** THE PROPOSED TENANT

**Property:** THE RENTAL PROPERTY ADDRESS

**Tenancy Period** EXAMPLE ? Starting on 01/02/2017 Ending on 06/09/2017

**Rent:** THE AMOUNT OF RENT MONEY TO BE GUARANTEED eg £450.00 PER MONTH

1. The Landlord, at the request of the Guarantor who agreed to give this guarantee, has let the Property to the Tenant for the Tenancy Period at the Rent and on the

1. The Landlord, at the request of the Guarantor who agreed to give this guarantee, has let the Property to the Tenant for the Tenancy Period at the Rent and on the Letting Terms set out in the Tenancy Agreement.
2. In consideration of this, the Guarantor agrees with the Landlord that the Guarantor will comply with the Guarantee Terms set out in this Guarantee.

**3. Guarantee Terms**

- 3.1. In these Guarantee Terms:
  - 3.1.1. The Rent, the Tenancy Agreement and the Letting Terms are those referred to above;
  - 3.1.2. When two or more persons are together the Guarantor, they are responsible for their obligations both jointly and individually;
  - 3.1.3. The Landlord includes the persons from time to time entitled to receive the Rent; and
  - 3.1.4. The headings are only for convenience and are not part of the Guarantee Terms.

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**4. GUARANTOR'S OBLIGATIONS**

- 4.1. Unpaid Rent
  - 4.1.1. If the Tenant does not pay the whole of each instalment of Rent or any other sum due under the Tenancy Agreement on its due date, the Guarantor will pay the unpaid amount to the Landlord on demand together with interest, from the due date until payment is received, at the rate specified in the Letting Terms.
- 4.2. Breach of Tenant's Obligations
  - 4.2.1. If the Tenant is in breach of any provisions of the Letting Terms, the Guarantor will remedy that breach on demand and will pay to the Landlord reasonable compensation for all losses suffered by the Landlord as a result (directly or indirectly) of that breach.
- 4.3. Disclaimer of Tenancy Agreement
  - 4.3.1. If the Tenancy Agreement is disclaimed by the Tenant's trustee in bankruptcy or liquidator, the Guarantor will (in addition to any liability under 4.1 and 4.2 above at the date of the disclaimer) pay to the Landlord on demand an amount equal to the Rent and any other sums of a recurring nature that would have been payable under the Tenancy Agreement for the period beginning with the disclaimer and ending six months later or when the Property is re-let or when the Tenancy Period would otherwise have expired (whichever is first).

**5. LANDLORD GIVING TIME TO TENANT**

- 5.1 The above obligations of the Guarantor are not affected by the Landlord giving more time to the Tenant to comply with an obligation under the Tenancy Agreement or failing to compel strict enforcement of those obligations.

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This document is a DEED and has been executed as a DEED. This DEED of Guarantee is governed by English Law and is subject to the exclusive jurisdiction of the courts of England and Wales.

**SIGNED by GUARANTOR:**

Name **The person who will be the guarantor must fill in and sign** \_\_\_\_\_

Address .....  
.....

Address.....  
.....

**Occupation** \_\_\_\_\_

**Email address**.....

**Telephone number**

**Email address**.....

**Telephone number**.....

**Guarantor signature X**.....

**THE GUARANTOR MUST BE OVER 18 AND OWN A PROPERTY IN THE UK**

**SIGNED by WITNESS:**

Name: **The person who will be the witness must fill in and sign**

Address: **The witness must be unrelated to the guarantor**

Occupation:

Witness Signature: X

**DATE:**