

## DEED OF GUARANTEE

This Deed of Guarantee is made on <<SPDATE>>

**BETWEEN**

(1) <<LNAME>>

Of <<LADD1>> <<LADD2>> <<LADD3>> <<LADD4>> <<LPSTCD>>

("the Landlord")

**and**

(2) <<GNAME>>

Of <<GADD1>> <<GADD2>> <<GADD3>> <<GADD4>> <<GPSTCD>>

("the Guarantor")

**In relation to the property at:**

<<PADD1>> <<PADD2>> <<PADD3>> <<PADD4>> <<PADD5>> <<PPSTCD>>

("the Property")

**IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:**

1. The Guarantor agrees to guarantee <<TNAME>> ("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 of the Tenancy Agreement and will compensate the Landlord for and keep him indemnified against <<&percentage>>% of any loss or damage associated with the possession of the Property by the Tenant or any other person whom the Tenant allows into occupation.
3. The guarantee and indemnity created by this Deed will continue notwithstanding any renewal, extension or continuation of the Tenancy whether as a fixed term or as a periodic tenancy.
4. The Guarantor's liability will not be discharged by any other variation of the Agreement in relation to the amount of rent payable or any increase in the rent, the parties to the Agreement or any other term provided that the Guarantor is notified of the variation in writing prior to it being carried out.
5. The Guarantor's liability will not be discharged or limited by any waiver or discharge granted by the Landlord to the Tenant or any other party.
6. This Guarantee is irrevocable and shall continue beyond the Guarantor's death or bankruptcy throughout the period that the Property is occupied by the Tenant or any assignee, sub-tenant or licensee and is not limited to the period of the initial fixed term as specified in the Tenancy Agreement.

7. If the Tenant defaults during the initial Term or any extension, renewal or continuation of the Agreement whether as a fixed term or as a periodic tenancy the Tenant is declared bankrupt and the Tenant's Trustee in Bankruptcy elects to disclaim the Agreement then on written demand the Guarantor will pay cover and compensate the Landlord for <<insert percentage>>% of 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.
8. The Guarantor's liability under this Guarantee and the 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 Agreement both as individuals and together until all <<insert percentage>>% of costs are paid in full. The Landlord may seek to enforce these obligations and claim damages against the Tenant, the Guarantor, or both of them under the Agreement and the Guarantee. The obligations of the Guarantor will not be cleared or affected by any act, neglect, leniency, or giving of time by the Landlord trying to obtain payment or in the enforcement of the Tenant's covenants.
9. If the Tenant surrenders any part of the Property with the consent of the Landlord the Guarantor's liability will continue for the part not surrendered. Any liability accumulated at the date of surrender will continue unaffected.
10. The Guarantor's liability shall continue if the Guarantor is a company and the company changes ownership, alters the name of the Guarantor, or is amalgamated with any other company or organisation throughout the period that the Property is occupied by the Tenant or any licensee.
11. The Guarantor will pay any costs of the Landlord in enforcing this Guarantee and the obligations of the Tenancy Agreement whether or not court proceedings are taken.

If the Tenant forms more than one person the Guarantee will not be invalidated if one or more of the original 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, sub-Tenants or licensees remains in possession.

**Signed as a Deed and Delivered by:**

<<LNAME>>

<<LADD1>> <<LADD2>> <<LPSTCD>>

.....

**in the presence of:**

Signature of Witness

.....

Address of witness .....  
.....

Witness' occupation .....

**Signed as a Deed and Delivered by:**

<<GNAME>>

.....

<<GADD1>>

<<GADD2>> <<GADD3>><<GADD4>>

<<GPSTCD>>

**in the presence of:**

Signature of Witness

.....

Name of Witness .....

Address of Witness .....

.....

Witness' occupation .....