

## DEED OF GUARANTEE

### Part 1

This Deed of Guarantee is made on **[INSERT DATE]**

#### **BETWEEN**

(1) **[INSERT LANDLORD NAME]**

Of **[INSERT LANDLORD ADDRESS]**

("the Landlord")

**and**

(2) **[INSERT GUARANTOR NAME]**

Of **[INSERT GUARANTOR ADDRESS]**

("the Guarantor")

**In relation to the property at:**

**[INSERT PROPERTY ADDRESS]**

("the Property")

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

1. In consideration of the Landlord agreeing at the request of the Guarantor to accept the Tenant of the Premises the Guarantor[s] covenant with the Landlord as set out in the Schedule hereto.

In this Part 1 of this Schedule to the Tenancy Agreement:

- the Tenant means **[INSERT TENANT'S NAME]**
- the Agreed Percentage means %; **[INSERT AGREED PERCENTAGE AMOUNT]**
- the Tenancy Agreement means the tenancy agreement, a copy of which is annexed hereto, together with any extension, renewal or continuation of it (whether as a fixed term or a periodic tenancy); and
- any other defined terms shall bear the meanings given to them in the Tenancy Agreement.

2. The Guarantor guarantees to the Landlord that the Tenant shall pay the Agreed Percentage of the Rent and observe and perform the tenant covenants of the Tenancy Agreement and that if the Tenant fails to pay the Agreed Percentage of the Rent or to observe or perform any of the tenant covenants, the Guarantor shall pay or observe and perform them.

3. The Guarantor covenants with the Landlord as principal obligor and as a separate and independent obligation and liability from its obligations and liabilities under clause 2 to indemnify and keep indemnified the Landlord against any failure by the Tenant to pay the Agreed Percentage of the Rent or any failure to observe or perform any of the tenant covenants of the Tenancy Agreement.

4. The liability of the Guarantor under clause 2 and clause 3 shall continue until the Tenancy Agreement comes to an end and the Tenant is released from the tenant covenants of the Tenancy Agreement and thereafter for any period that the Tenant remains in occupation of the Property.

5. The Guarantor's liability will not be discharged by any variation of the Tenancy Agreement in relation to the amount of Rent payable, the parties to the Agreement or any other term thereof provided that the Guarantor is notified of the variation in writing prior to it taking effect and the Guarantor's obligations hereunder will then extend to the Tenancy Agreement as so varied.

6. The Guarantor's liability will not be reduced, discharged or otherwise limited or adversely affected by

- any waiver or discharge granted by the Landlord to the Tenant or any other party;
- any time or indulgence granted by the Landlord to the Tenant;
- any delay or forbearance by the Landlord in enforcing the payment of the Rent or the observance or performance of any of the tenant covenants of the Tenancy Agreement or in making any demand in respect of them; or
- the Landlord exercising any right or remedy against the Tenant for any failure to pay the Rent or to observe or perform the tenant covenants of the Tenancy Agreement

7. This Guarantee is irrevocable and shall continue beyond the Guarantor's death or bankruptcy.

8. If 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 and indemnify the Landlord against all losses, claims, liabilities, costs, legal fees and expenses arising out of or due to that disclaimer or incurred by the Landlord due to the disclaimer.

9. 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. The Landlord may seek to enforce these obligations and claim damages against the Tenant, the Guarantor, or both of them under the Tenancy Agreement and the Guarantee

10. If the Tenant surrenders any part of the Property, the Guarantor's liability will continue for the part not surrendered. Any liability accumulated at the date of surrender will continue unaffected.

11. The Guarantor will pay any costs of the Landlord in enforcing the Guarantee and the obligations of the Tenancy Agreement whether or not court proceedings are taken.

12. If the Tenant forms more than one person the guarantee created by this deed will not be invalidated if one or more of the original persons forming the Tenant abandons the Property or surrenders their interest in the Tenancy Agreement provided that at least one of the persons forming the Tenant remains liable under the Tenancy Agreement or is still in occupation of the Property.

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

**[INSERT LANDLORD NAME]**

.....

**[INSERT LANDLORD'S ADDRESS]**

**in the presence of:**

Signature of Witness

.....

Address of witness

.....

Witness' occupation

.....

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

**[INSERT GUARANTOR'S NAME]**

.....

**in the presence of:**

Signature of Witness

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Name of Witness

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Address of Witness

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Witness' occupation

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