

DEED OF GUARANTEE

Dated: _____

Made between

(1) _____ of _____

Post Code _____ ("the Guarantor")

(2) _____ care of Landlord Direct, 34 Musters Road, West Bridgford, Nottingham, NG2 7PL ("the Landlord")

DEFINITIONS

1. In this document the following words shall have the following meanings:-

Tenant - means (Tenants Name) _____ **Share of Rent** £ _____ pcm

Tenancy Agreement - means a tenancy agreement relating to the Property

_____ Post Code _____

Dated _____ and made between the Landlord and the Tenant and includes any statutory periodic tenancy, under the same terms and conditions, created by the Tenant staying on after the end of the fixed term has expired.

CONSIDERATION

2. The guarantor makes this agreement in consideration (i.e. on the basis) of the Landlord's agreement to enter into the Tenancy Agreement with the Tenant.

GUARANTEE

3. The Guarantor hereby agrees with the Landlord he will pay to the Landlord all rent due from the Tenant which remains outstanding for more than 14 days after the payment date and re-imburse the Landlord's reasonable costs and expenses reasonably incurred as a result of the Tenants failure to comply with any of the Tenant's covenants or obligations in the Tenancy Agreement.

4. The Guarantor will become liable after the Landlord has served written notice providing details of all sums claimed, the notice to be sent to the Guarantor at the address given above or to such other address as the Guarantor shall subsequently provide to the Landlord

5. It is hereby agreed that any delay or forbearance by the Landlord in seeking either payment of the rent or performance by the Tenant of his obligations shall not affect the Guarantor's liability under this agreement

6. The Guarantor will only be liable to provide an indemnity upon default by the Tenant, (for whom they act as Guarantor), in payment of the named tenants share of the rent or his/her share of any other payment due to the Landlord, and their liability shall be limited to the payment of such sum arising from the Tenant's said default.

LANDLORD'S RIGHTS AGAINST TENANT NOT AFFECTED

The rights and remedies of the Landlord against the Guarantor under this Deed of Guarantee do not affect the rights and remedies which the Landlord might have against the Tenant PROVIDED THAT if the Landlord recovers any sums from the Guarantor under this Deed and subsequently recovers from the Tenant any sum in respect of the same liability then the sum recovered from the Tenant (up to the amount paid by the Guarantor) be paid to the Guarantor with 14 days.

7. Declaration

I have read the Tenancy Agreement relating to the above property and agree to act as Guarantor for the above named Tenant

I understand that the initial fixed term period of the Tenancy is from _____ until _____ and that a summer retainer, equivalent to one months rent, is payable one month prior to the start of the Tenancy, unless otherwise stated.

I understand that my responsibility does not expire at the end of the original term but continues until the Tenant satisfactorily vacates the property, I shall continue to be responsible for all rent and all damages involving the property for as long as The Tenant continues to maintain possession of the property.

I understand that my obligations as Guarantor shall end (without prejudice to any claim to which The Landlord is entitled under the terms of the Tenancy Agreement) under the first to occur of:

- 1 the assignment of the Tenancy of the assignment of the Tenant’s interest in the Tenancy; or
- 2 the rent reserved by a new Tenancy of the Property (granted following lawful termination of the Tenancy Agreement) has become payable in full; or
- 3 the surrender of the Tenancy or the surrender of the Tenant’s interest in the Tenancy
- 4 the death of the tenant

I authorise you to conduct a credit check against me and any other steps to verify this information

SIGNED AS A DEED

By the Guarantor

Print Name

Signature

Date

WITNESSED AS A DEED

In the presence of

Print Name

Witness Address

.....

.....

Post Code

Signature

Date

(Please note that the witness should be someone who is not related to the Guarantor or Tenant)

**This form should be posted back to:
Landlord Direct, 34 Musters Road, West Bridgford, Nottingham, NG2 7PL**