**FORM OF GUARANTEE**

**This Guarantee is made on the …… day of…………………20……..**

**In relation to the Premises at: …………………………………………………………….**

**Guarantor (1) Name:**

**Address:**

**Telephone:**

**Email:**

**Guarantor (2) Name:**

**Address,**

**Telephone:**

**Email:**

**Landlord:**

**Address:**

**Guaranteed Person(s):**

**Tenancy Period:**

**Proposed Tenancy Commencement Date:**

**Rental Amount £ per calendar month/ week/annually**

**It is agreed between the parties as follows:**

1. The Landlord has permitted the Tenant to reside at the Premises upon the terms and conditions set out within the Tenancy Agreement.
2. The Guarantor agrees with the Landlord that the Tenant and Guarantor will comply with all terms and conditions of the Tenancy Agreement and terms set out below.
3. All reference to the Landlord herein shall include the persons from time to time entitled to receive the rent and shall be deemed to include the Landlord’s Agent.
4. The Guaranteed person will be a Tenant at the Premises.
5. The Guarantor is jointly and severally liable for the obligations within the Tenancy Agreement. The obligations of the Guarantor will not be cleared or affected in any way by any act, neglect, leniency, generosity or allowance of time to comply given by the Landlord to the Tenant.
6. The Guarantor agrees to fully compensate and indemnify the Landlord in respect of any loss, damage, costs, legal fees or other expenses arising directly or indirectly from any breach of the Tenancy Agreement or Guarantee (including rent arrears) incurred by either the Tenant, Guarantor or any other person whom the Tenant allows into the Premises.
7. Where the Rent, or any portion of it, is paid by housing benefit or other benefit scheme, the Guarantor agrees to pay the Landlord for the amount of any claims arising from overpayment, which may be made by the local authority in relation to the Tenant either during the term of the tenancy or for a period of up to six years thereafter.
8. This Guarantee and the indemnity created herein extends to any renewal, extension or continuation of the Tenancy Agreement, whether fixed term, periodic or statutory periodic, and will not be discharged by any variation of the Tenancy Agreement (including rent increase) between the Landlord and Tenant irrespective of whether the Guarantor is in agreement and providing that the Guarantor has been given written notice of the variation within 14 days of it being agreed.
9. The obligations of the Guarantor under this Guarantee will not be released or reduced in any delay by the Landlord in enforcing the payment of rent or any other payment lawfully due to the Landlord under the Tenancy Agreement.
10. This Guarantee is irrevocable and the obligations of the Guarantor will remain in force until either the Tenancy has been determined, the Guaranteed Person has vacated the Premises with no arrears owing, all contracts relating to the Guaranteed Person and the Premises have expired; or by express written consent of discharge from the Landlord.
11. In the event of the death of the Guarantor during the period of the Tenancy Agreement the Guarantor’s estate will be liable as surety and co-debtor.
12. If the Tenant surrenders any part of the Premises 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.
13. The Proposed Tenancy Commencement Date may be subject to change and any reasonable change to this date will not nullify the provisions of this Schedule.
14. Any notice or demand of the Guarantor under this Agreement may be made by sending it by first class post to the address given above for the Guarantor and, unless it is returned undelivered, will be deemed as served on the day two working days after posting. For the avoidance of doubt, Saturdays, Sundays and Bank Holidays are not classed as working days.

This Guarantee shall be governed by and construed in accordance with the laws of England and Wales and shall be subject to the exclusive jurisdiction of the courts of England and Wales.

**This is a legally binding document. Before signing we suggest that you take independent legal advice on its content and implications.**

The Landlord/Landlord’s Agent processes personal data in accordance with their own Privacy Policy which can be found at……………………… This explains your rights under applicable data protection laws.

**Guarantor (1)**

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Signature Print Name

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Date

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Witness Signature Print Name

**Guarantor (2)**

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Signature Print Name

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Date

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Witness Signature Print Name

**Landlord/Landlord’s Agent**

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Signature Print Name

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Date

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Witness Signature Print Name