

Deed of Guarantee (Limited)

(For a joint tenancy where the Guarantor's liability for rent is limited to the individual tenant's share but is otherwise unlimited)

TO: **Landlord's Name** ("the Landlord")

OF: **Address of Landlord**

FROM: **Guarantor's Name** ("the Guarantor")

OF: **Address of Guarantor**

DATE: _____

1. IN CONSIDERATION of your having agreed to my/our request to accept

TENANTS NAME ("the Tenant")

as a tenant of your property at

ADDRESS ("the Property")

upon the terms of the Agreement, dated

DATE ("the Agreement")

at the total rent for the Property of £ **quarterly rent** per quarter

I/WE HEREBY GUARANTEE the payment by the Tenant to you of the rent and any other monies payable under the Agreement and the performance and observance by the Tenant of the terms and provisions of the Agreement. In relation to rent only this Guarantee is subject to the limit contained in Clause 2.

2. MY/OUR liability under this Guarantee in respect of the rent payable under the Agreement shall be limited to £ **tenant's annual rent**. And then deducting from this all amounts (if any) actually received by you from the Tenant on account of the rent. Otherwise my/our guarantee is unlimited. If the Tenant is jointly and severally liable with other(s) to otherwise comply with the terms and provisions of the Agreement this means that I/we acknowledge that my/our liability is for any breach of the terms and provisions of the Agreement by any of the other tenants (other than in respect of non-payment of rent by them).

3. If the Tenant shall default in the payment of the rent or any other monies payable under the Agreement I/we will upon written demand by you pay you the rent or other monies which shall be so in arrear (subject to Clause 2 in relation to the rent only).

4. If the Tenant shall default in the performance and observance of any of the provisions or terms on the Tenant's part contained or implied in the Agreement (other than in respect of the payment of rent) I/We will on demand pay you all losses damages expenses and costs which you may be entitled to recover by reason of such default. My/our liability under this Clause is unlimited.

5. This Guarantee shall not be revoked for so long as the Tenant remains a tenant of the Property nor shall it be revoked or discharged by my death or bankruptcy, or the death or bankruptcy of any of us, or the death or bankruptcy of the Tenant (or any other person who is a party to the Agreement).

6. This Guarantee shall continue in full force and effect despite any variation or alteration of the terms or provisions of the Agreement with or without my/our consent including any increase in the amount of the rent payable in respect of the Property by the Tenant and this Guarantee shall extend to any new or further agreement entered into between the Tenant and yourself under which a tenancy of the Property is granted to the Tenant irrespective of the amount of the rent or the monies payable in respect thereof or the terms and provisions thereof or the persons who are parties to the same.

7. This Guarantee shall extend to any extension of the tenancy or to any statutory periodic tenancy which may arise under the Housing Act 1988 on the expiry of the tenancy granted by the Agreement or on the expiry of any new or further tenancy of the Property to which the Tenant is a party.

8. This Guarantee shall remain in full force and effect notwithstanding that the Agreement may be terminated by agreement Court Order by re-entry forfeiture notice or otherwise.

9. This Guarantee shall not be discharged nor shall it be released by any arrangement made between the Tenant (or any other person who is a party to the Agreement) and yourself with or without my/our consent or by any indulgence forbearance or time given to pay or otherwise comply with the terms and provisions of this Agreement or failure or neglect on your part whether as to payment time performance enforcing this Agreement or otherwise or by any refusal by you to accept rent or other monies following any breach of the terms or provisions of this Agreement.

10. This Guarantee shall constitute me/us as principal debtor(s).

11. Any demand shall be valid if sent by post or left at my/our address specified above or such other address as I/we may notify to you in writing as to where any such demand should be sent so long as a receipt for such notification of such alternative address is issued by you.

12. Where more than one person is a party to this Guarantee as Guarantor our obligations shall be joint and individual.

IN WITNESS whereof the Guarantor has executed this instrument as a deed the day and year first above mentioned.

Dated _____

THE GUARANTOR'S SIGNATURE MUST BE WITNESSED

Signed and Delivered _____ (Guarantor(s) to sign here)

as a Deed by the Guarantor(s)

in the presence of:

WITNESS

Signature of Witness _____

Name of witness _____

Address of Witness _____
