naomi j ryan
estate agents

Deed of Guarantee

Relating to	[Property address]

Between

(1)	[Landlord(s)]

And

(2)	[Tenant(s)]

And

(3)	[Guarantor(s)]

Bright SOLICITORS

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THE PROFESSIONAL BODY FOR THE PROPERTY SECTOR

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Before signing this document, the Guarantor acknowledges that they have read and understood the contents of the Assured Periodic Tenancy Agreement and this Deed of Guarantee. The Guarantor is advised to seek independent legal advice or other professional advice before signing this Deed of Guarantee if there is anything within it that they do not understand or are unsure about.

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Deed of Guarantee and Indemnity

Date	

Parties

1	The Landlord:	
2	The Tenant:	
3	The Guarantor:	

Background

A. The Landlord has agreed to grant an Assured Periodic Tenancy (the "**Tenancy**") of the Property described in the Tenancy Agreement to the Tenant. A copy of the Tenancy Agreement is found at **Annex A** of this Deed (the "**Tenancy Agreement**"), and the guarantor confirms that they have received a copy of the final executed version of the tenancy agreement before entering into this Deed.

B. At the request of the Tenant, and as a condition of the grant of the Tenancy, the Guarantor has agreed to guarantee the Tenant's obligations under the Tenancy Agreement.

Operative provisions

1. Guarantee and indemnity

1.1. The Guarantor confirms that they have received a copy of the Tenancy Agreement before signing this Deed and have had the opportunity to take independent legal advice.

1.2. The liability of the Guarantor under this Deed shall be joint and several with that of the Tenant, and the Landlord shall be entitled to enforce this Deed against the Guarantor without first taking steps to enforce the Tenancy Agreement against the Tenant.

1.3. The Guarantor agrees with the Landlord that, if the Tenant defaults in the payment of rent due in accordance with the Tenancy Agreement and/or of any mesne profits arising from the Tenant's continued occupation of the property after the Tenancy has ended, the Guarantor will pay to the Landlord on demand any such rent or mesne profits which have not been paid by the Tenant.

1.4. The Guarantor also agrees that, if the Tenant defaults in the performance or observance of any or all their obligations under the Tenancy Agreement, the Guarantor will pay to the Landlord and the Landlord's Agent all losses, damages, expenses, and costs which the

Landlord or the Landlord's Agent shall be entitled to receive as a result of the Tenant's default.

1.5. The Guarantor covenants with the Landlord as principal obligor and as a separate and independent obligation and liability from its obligations and liabilities under this Deed to indemnify and keep indemnified the Landlord and the Landlord's Agent against any failure by the Tenant to pay the Rent or any failure to observe or perform any of the tenant covenants of the Tenancy Agreement.

1.6. The liability of the Guarantor under this Deed shall continue for the entire duration of the Tenancy and until all obligations of the tenant have been fully discharged, including any period of holding over or continued occupation, and shall not be limited by the length of the Tenancy and may extend beyond the end of the Tenancy where sums remain due, for example in the event of unpaid rent and/or mesne profits, and will include any rent increases during the tenancy whether arising by agreement or by statutory procedure.

1.7. If the Guarantor comprises more than one person, the obligations and liabilities for each of them are joint and several.

1.8. The Guarantee will not be invalidated if the Tenant comprises more than one person and one or more of the persons forming the Tenant to whom the Tenancy Agreement is granted abandons the Property or surrenders their interest in the Tenancy Agreement, provided that at least one of the persons forming the Tenant or their assignees, subtenants or licensees remain in possession of the Property.

1.9. The liability of the Guarantor shall not be reduced, discharged or otherwise adversely affected by:

1.9.1. any time or indulgence granted by the Landlord to the Tenant;

1.9.2. 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;

1.9.3. 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; or

1.9.4. the Landlord taking any action or refraining from taking any action in connection with the security deposit paid in connection with the Tenancy Agreement.

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2. Continuation and Variation

2.1. This This Guarantee shall continue to apply to: (a) any continuation of the tenancy as an assured periodic tenancy ; (b) any variation of the Tenancy; (c) any Rent increase, including any increase implemented by statutory procedure; and (d) any variation of the Tenancy which does not materially increase the obligations or liabilities of the Guarantor, provided that for the avoidance of doubt any rent increase or change required or permitted by law shall not be regarded as material increase in the guarantor's obligations.

2.2. This Deed applies to the tenancy as a single continuing periodic tenancy and shall not be affected by any change in the nature of the tenancy arising from legislation, including the transition to or operation of an assured periodic tenancy under the Housing Act 1988 as amended.

3. Governing Law

3.1. This Deed, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

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Execution

Executed as a Deed by the Guarantor and delivered on the date written above.

Signed as a Deed by the Guarantor:	
Name of Guarantor:	

In the presence of Witness:	
Witness Name:	
Witness Address:	
Witness Occupation:	

Signed as a Deed by the Landlord /or for and on behalf of the Landlord:	
Name of Landlord:	

In the presence of Witness:	
Witness Name:	
Witness Address:	
Witness Occupation:	

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