

Agreement of Guarantee

Start date of Agreement

This Guarantee is made on *(insert date)*

Between

(1) The Landlord

(insert landlord's name)

(insert landlord's address)

(2) The Tenant

(insert tenant's name)

(insert tenant's address)

(3) The Guarantor

(insert guarantor's name)

(insert guarantor's address)

1 BACKGROUND

1.1 The Landlord has granted or agreed to grant the Tenant and others a joint tenancy of the property known as

(insert address)

and a copy of the tenancy agreement is attached to this Guarantee

1.2 The Guarantor has agreed to underwrite certain of the Tenant's obligations as set out in this Guarantee

2 GUARANTEE

2.1 In consideration of the Landlord granting the tenancy to the Tenant and of the Guarantor's natural affection for the Tenant the Guarantor hereby guarantees to the Landlord:

2.1.1 to pay the rent reserved in the tenancy agreement up to a maximum of

(insert the total amount of rent divided by the number of tenants) £

within 21 days of receipt of a written demand from the Landlord addressed to the Guarantor accompanied by a certificate from the Landlord that either:

a) the amount the Landlord is asking the Guarantor to pay is due under the terms of the tenancy agreement, but it has not been paid; or b) the tenancy agreement has been lawfully terminated; and

b) the Landlord has lawfully terminated the tenancy because of the Tenant's failure to comply with the Tenant's obligations in the tenancy agreement; and

i) if the tenancy had continued in existence, the amount the Landlord is asking the Guarantor to pay would have been due but has not been paid; and

ii) the property has not been re-let (or has been re-let but at a reduced rent) for the period in respect of which rent (or the reduction in rent) is being demanded of the Guarantor.

2.1.2 to pay to the Landlord within 21 days of demand accompanied by written evidence of the amount claimed a sum equal to one (*insert third/quarter/fifth/sixth etc. according to number of tenants*) _____ of all sums other than rent that the Tenant is or has become liable to pay under the tenancy agreement, including any amounts owed in damages (compensation) arising from any breach of the tenants' covenants in the tenancy agreement.

3 DURATION OF AGREEMENT

The Guarantor's obligations shall end once all sums payable under the tenancy agreement have been paid to the Landlord, taking into account:

3.1 the Tenant's vacation of the Property on the expiry of the tenancy agreement;

3.2 lawful termination of any statutory periodic tenancy that follows the expiry of the tenancy agreement;

3.3 lawful assignment of the tenancy or of the Tenant's interest in the tenancy;

3.4 rent and applicable energy charges having been paid by a replacement tenant in respect of any period between lawful termination of the tenancy agreement and expiry of the tenancy agreement);

3.5 the surrender of the tenancy

3.6 the death of the Tenant.

4 LANDLORD'S RIGHTS AGAINST TENANT NOT AFFECTED

The rights and remedies of the Landlord against the Guarantor under this 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 Guarantee and subsequently recovers from the Tenant any sum in respect of the same liability then the sum recovered from the Tenant shall (up to the amount paid by the Guarantor) be paid to the Guarantor within 7 days

5 TENANT'S PROMISE TO GUARANTOR

In consideration of the Guarantor giving this Guarantee the Tenant undertakes to the Guarantor to repay to the Guarantor within a reasonable time of demand any sums which the Guarantor pays to the Landlord and which are not reimbursed

Signed by the Landlord..... Dated: ____ / ____ / ____

Signed by the Tenant..... Dated: ____ / ____ / ____

Signed by the Guarantor.....Dated: ____ / ____ / ____

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