

Guarantor Agreement & Indemnity

This Agreement is made between the Guarantor and the Landlord and is intended to be created as a Deed.

This is a legally binding Agreement and you should read it with care and seek legal advice if you are unsure of anything contained within this agreement. You cannot be released from this Agreement unless the Landlord agrees to release you. All references to the Landlord herein shall be deemed to include the Landlord's Agent, any successor or any person authorised to act on the Landlord's behalf.

The Guarantor shall not have the right to cancel this agreement under the Consumer Protection (Distance Selling) Regulations 2000 once the tenancy has commenced.

The Parties to this Agreement

Date this Agreement takes effect		
The Guarantor		
Guarantor Address		
The Landlord		
Landlord Address		
The Tenant		
Tenant Address		
The Property		
Tenancy start date	Proposed rent: £	per calendar month

The Contractual Guarantee

In consideration of the Landlord agreeing at the request of the Guarantor to accept 'the Tenant' as the tenant of 'The Property' as per the terms of the above Tenancy Agreement, the Guarantor hereby unconditionally and irrevocably guarantees the Tenants' full performance of the Tenancy Agreement.

As a separate and primary obligation, the Guarantor unconditionally and irrevocably indemnifies the Landlord in respect of any losses, costs, expenses, claims, damages or liabilities suffered or incurred by the Landlord as a result of the Tenant failing to comply with his obligations under the above Tenancy Agreement.

The Guarantor will fully compensate the Landlord for:

1. any amount of rent monies due under the terms of the Tenancy Agreement that are in arrears and remain unpaid by the Tenant. This liability will include any rental increases agreed between the Landlord and Tenant, provided the Guarantor is notified of the increase by the Landlord or by any person acting on his behalf. Failure to notify the Guarantor of any rent increase will limit the Guarantors' rent liability to the rent in the original tenancy.
2. any unpaid bills, or other amounts, that are the Tenants responsibility under the terms of the Tenancy Agreement
3. any losses, damages, claims, costs, legal (or other) expenses arising either directly or indirectly out of any breach of the Tenancy Agreement by the Tenant that may arise at any time during or after the tenancy has ended, on a full indemnity basis.
4. any damage to the Property (or any part thereof) or any of the Property's contents, fixtures or fittings arising either directly or indirectly out of any action, or inaction, of the Tenant or from any breach of the Tenancy Agreement on the part of the Tenant that may come to light at any time during or after the tenancy has ended.
5. any reasonable costs of the Landlord, and/or his Agent, incurred at any time during or after the tenancy has ended in enforcing the terms of this Agreement and/or the terms of the Tenancy Agreement.

The Landlord will send the Guarantor a written demand for payment to the Guarantor's home address, as set out above. The Guarantor agrees to pay any sum demanded to the Landlord, or to his Agent if so requested, in cleared funds within seven days of receipt of a written demand from the Landlord or from his Agent.

Third party payments

Where the Rent, or any portion of it, is paid by Government funded housing benefit/local housing allowance or by any other benefits scheme, the Guarantor agrees to pay the Landlord (or Agent) the amount of any claims arising from overpayment, which may be made by the local authority in relation to the specified Tenant(s). Such overpayments may occur at any time, either during the tenancy or within six years thereafter.

Duration of this Guarantee

This guarantee will commence upon the Tenancy start date as set out above and is intended to be 'open ended', meaning it will remain in force for the entire duration of the Tenant's occupancy of the Property including the initial fixed term and any extension, continuation or renewal thereof, whether fixed term or periodic, whether created by operation of law or by agreement between the Landlord and Tenant.

This guarantee is irrevocable without the express written consent of the Landlord (or any person acting as Agent for the Landlord) and shall continue beyond the Guarantor's bankruptcy or the Tenant's bankruptcy. Should the Tenants' Trustee in bankruptcy elect to disclaim the Tenancy Agreement, the Guarantor will cover and compensate the Landlord against all losses, claims, liabilities, costs and expenses arising out of or in connection with that default or disclaimer or incurred by the Landlord in connection with the default or disclaimer.

The obligations of the Guarantor under this Agreement will not be cleared or affected by any act, neglect, leniency or giving of time by the Landlord or his Agent endeavouring to obtain payment or in the enforcement of the Tenants' covenants. If the Tenant surrenders any part of the property, the Guarantors' liability will continue in respect of the part not surrendered. Any liability accumulated at the date of surrender will continue unaffected.

Should the Guarantor die during the Tenants' occupancy of the property, this agreement shall become binding upon the Guarantors' estate with the estate becoming liable as surety and co-principal debtor.

The Guarantors' liability shall continue if the Guarantor changes his/her name or address and the Guarantor must notify the Landlord/Agent if this happens. If the Guarantor is a company and the company changes ownership, alters its name or is amalgamated with another company or organisation, the Guarantors' liability will continue.

Joint & several liability

The Guarantors' liability will be joint & several with the Tenant which means that all named tenants and the Guarantor will be responsible for complying with all of the Tenants' obligations under the Tenancy Agreement, both individually and together and the Landlord may elect to enforce these obligations and claim damages against the Tenant, the Guarantor or both of them under this clause. The Landlord is not obliged to mitigate his/her losses.

The Guarantor's liability will extend to cover all tenants named on the Tenancy Agreement.

Declaration

I, the Guarantor, have read the accompanying Tenancy Agreement.

No variation of the Tenancy Agreement or of this Agreement shall affect the validity of the guarantee hereby given.

Signatures of the parties:

Executed as a Deed by:

Guarantor Name : _____ Signed : _____ Date : _____

In the presence of:

Witnessed Name : _____ Signed : _____ Date : _____

Witness Address : _____

Executed as a Deed by:

Landlord Name : _____ Signed : _____ Date : _____

In the presence of:

Witnessed Name : _____ Signed : _____ Date : _____

Witness Address : _____