

## 1. Guarantor's Guarantee

The Guarantor(s) listed in section 1.2.3 agree to the following terms.

- 1.1 In consideration for the Landlord granting the Tenant(s) a tenancy at **\*PROPERTY ADDRESS\***, the Guarantor(s) agrees to pay the Landlord and the Landlord's Agent for any reasonable losses suffered as a result of the Tenant(s) failing to fulfil any of his obligations under this agreement or failing to pay Rent or other monies lawfully due.
- 1.2 The Guarantor(s) agrees to reimburse and compensate the Landlord for any loss, damage, costs (including any legal costs incurred to enforce the Guarantee or for the breach of the Tenancy Agreement by the Tenant(s)) or other expenses arising either directly or indirectly out of any breach of the Tenancy Agreement.
- 1.3 The obligations of the Guarantor(s) specified at clause 1.2.3 above will continue for any extension or include any continuation of the Tenancy whether as a renewal of a fixed term or as a statutory periodic tenancy, and will include any increase in the rent agreed between the Landlord and the Tenant(s) or imposed by statute under a section 13 Notice of the Housing Act 1988 provided the Guarantor(s) is notified of the increase by the Landlord or any person acting on his behalf.
- 1.4 This Guarantee is irrevocable and shall continue beyond the Guarantor's death or bankruptcy throughout the period that the property is occupied by the Tenant(s) or any licensee and is not limited to the Term specified in this Tenancy.
- 1.5 If the Tenant(s) defaults during the initial term or any extension, renewal or continuation of the Tenancy or the Tenant(s) is declared bankrupt and the Tenant's Trustee in Bankruptcy elects to disclaim the Agreement, then on written demand the Guarantor(s) will cover and compensate the Landlord against all losses, claims, liabilities, costs and expenses arising out of or in connection with the defaults or disclaimer or incurred by the Landlord in connection with the default or disclaimer.
- 1.6 The Guarantor's liability under the Guarantee shall be joint and several with the tenant which means that each will be responsible for complying with the Tenant's obligation under the Tenancy Agreement both individually and together. The Landlord may seek to enforce these obligations and claim damages against the Tenant(s), the Guarantor(s), or both of them under the Tenancy agreement & Guarantee.
- 1.7 The obligations of the Guarantor under the Guarantee will not be cleared or affected by any act, neglect, leniency, or giving of time by the Landlord endeavouring to obtain payment or in the enforcement of the Tenant's covenants.
- 1.8 The Guarantor's liability will continue of the Tenant(s) surrender any part of the Property in respect of the part not surrendered. Any liabilities accumulated at the date of Surrender will continue unaffected.
- 1.9 The Guarantor(s) is liable to pay any costs of the Landlord in enforcing the Guarantee and the terms of the Tenancy Agreement.
- 1.10 The Guarantee shall continue throughout the period that the Property is occupied by the Tenant (or any person who forms the Tenant) or any licensee and is not limited to the Term specified in the Tenancy Agreement.
- 1.11 The Guarantee will not be invalidated if one or more of the original person(s) forming the Tenant(s) to whom the Tenancy is granted abandoned the Property or surrenders their interest in the Tenancy PROVIDED THAT at least one of the original persons forming the Tenant or their licensees or assignees remains in possession.
- 1.12 The Guarantor agrees to make payments lawfully under clause 8.1 or 8.2 even after the Tenant(s) has returned possession of the Property to the Landlord.

**SIGNATURE OF GUARANTOR:**

**DATE:**