

IMPORTANT NOTICE

This Deed of Guarantee creates a binding legal contract. If you do not fully understand the nature of the agreement, then it is recommended that you take independent legal advice before signing.

DEED OF GUARANTEE

for residential lettings

Important Notes

This is a Deed by which the Guarantor agrees to act as surety for the tenancy agreement

- This Deed of Guarantee is for use with the letting of residential property and their associated tenancies. As such, this is a legal document and should not be used without adequate knowledge of the law of landlord and tenant. By signing this Deed the Guarantor agrees to be bound by its terms. The Landlord or Agent should consult the Letting Centre's Guarantor Agreement Drafting and Guidance Notes before use.
- It is essential that a copy of the tenancy agreement is attached to this Deed of Guarantee and that the Guarantor is given adequate opportunity to read both documents. The Guarantor should read and understand the obligations of the tenancy and guarantee before signing.
- This Guarantee relates to the named tenancy agreement and may not bind the Guarantor to any substantial amendments of the tenancy - especially those which might be prejudicial to the Guarantor. The Guarantor's consent should be gained before undertaking any substantial amendments of the tenancy.
- The law allows a tenant to stay on at a property beyond the agreed tenancy term. Under this agreement, the Guarantor may continue to be liable for any default under the tenancy after the landlord has given notice and until the tenant has vacated.
- The Letting Centre Deed of Guarantee includes a safety clause to assist with a situation where the tenancy has become periodic or there is a delay in signing up a new agreement with a notice provision for the Guarantor. However, periodic tenancies or roll-on tenancies are best avoided and we advise that a new fixed term is granted and a new Deed of Guarantee is signed for the end of each fixed term.
- For joint tenancies, unless otherwise agreed, the Guarantor will be jointly and severally liable for the default of any of the joint tenants under the tenancy agreement.
- This Deed has been drawn up after consideration of the Guidance on Unfair Terms in Tenancy Agreements originally published by the Office of Fair Trading which has now been adopted by the Competition and Markets Authority.

N.B. These Important Notes are for guidance only and help to explain the law of guarantees. These notes do not form part of this deed of guarantee.

ABC Lettings (agent for Landlord)
194 High Street, ANYTOWN, Wessex. WE0 7A



This Deed of Guarantee is made BETWEEN the Guarantor and the Landlord

Guarantor:

Address:

Landlord(s):Jesmond Property Shop.....

Address:7 Acorn Road Newcastle .. upon Tyne NE2 2DJ

Tenant(s):

Property: The dwelling house known as

Rent:

Tenancy Commencement Date:

1. The Guarantor agrees to act for the Tenant(s) should he/they fail, for any reason, to meet the financial commitments arising from the Tenancy Agreement entered into in respect of the Property.
2. This Deed of Guarantee applies to the current tenancy being undertaken and any periodic extension or renewal of that tenancy. All references to the Landlord herein shall be deemed to include the Landlord's Agent or any person authorised to act on the Landlord's behalf.
3. The Guarantor undertakes to pay to the Landlord from the date of this Deed of Guarantee from time to time the Rent within 10 days of receipt of a written demand from the Landlord or his Agent addressed to the Guarantor if the Tenant following demand has not paid the amount being demanded when it was due under the Tenancy Agreement.
4. The Guarantor shall pay and make good to the Landlord on receipt of a written demand all reasonable losses, damages and expenses of the Landlord incurred as a result of default by the Tenant in the performance or observance of the Tenant's covenants under the Tenancy Agreement. Any failure of the Landlord in demanding or collecting the Rent when it falls due, and any time to pay which may be given to the Tenant by the Landlord shall not release the Guarantor or in any way affect the liability of the Guarantor under this agreement. Should the Guarantor die during the currency of this agreement, the Guarantor's estate will be liable as surety and co-principal debtor.
5. Where the Rent, or any portion of it, is paid by housing benefit or other benefit scheme, the Guarantor agrees to pay the Landlord or Agent for 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 be reclaimed by the local authority up to six years from the date of overpayment.
6. If the tenancy is for a fixed term, then this guarantee applies for the whole of the term and is not revocable during that term until vacant possession is given to the Landlord.
7. If the tenancy is periodic or has become periodic by agreement or the operation of law, then this guarantee will continue. In this case, the Guarantor is required to give two months' written notice to terminate the guarantee and the guarantee shall end on the earliest date when possession is or can be legally obtained, subject to the Tenant vacating on this date. If the Tenant fails to vacate the Property according to the Landlord's Notice Requiring Possession, then the guarantee shall continue until the Tenant vacates. If, following notice by the Guarantor, the Landlord fails to take reasonably expedient steps to recover possession, then the guarantee will end on the earliest date that this tenancy may be legally terminated by the Landlord.
8. The Guarantor will not be released from the liabilities arising under the Tenancy Agreement and this Deed of Guarantee by any variation or amendment to the terms of the Tenancy provided that such variations or amendments are insubstantial and not prejudicial to the Guarantor.
9. This Guarantee is provided subject to the proviso that the Guarantor will only be responsible for share of the Rent and any other costs directly attributable to this tenant under the tenancy agreement. The Guarantor will not be liable for any rent shortfall, damage or any other liabilities which are attributable to any of the other joint tenants in this tenancy

