

## **GUARANTEE (For Residential Tenancies) – (shared houses)**

To: **SPENCER PROPERTIES (UK) LTD.** (“The Landlord”)

Name & Address of Guarantor:

	Post Code
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Name of Occupier:

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(“the occupier”)

Address :

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(“the property”)

IN CONSIDERATION of you having agreed to my request to accept the Occupier as a resident of the Property, I HEREBY GUARANTEE the payment by the Occupier to you of all payments payable by the Occupier under the agreement relating to the Property (“the Agreement”) and the performance and observance by the Occupier of the terms and provisions of the Agreement upon the following terms:-

1. If the Occupier fails to pay any payment under the Agreement for the period of 7 days, I will upon written demand by you, pay you the amount which shall be in arrears.
2. If the Occupier fails to perform or observe any of the provisions or terms of the Agreement I will on demand, pay you all losses, damages, expenses and costs which you may be entitled to recover from the Occupier by reason of such failure.
3. This Guarantee cannot be cancelled, for so long as the occupier resides at the Property, nor shall it be revoked or discharged by my death or the death or bankruptcy of the Occupier.
4. This Guarantee shall continue in force despite any variation or alteration of the terms or provisions of the agreement (including any increase in the amount of any amount payable).
5. This Guarantee shall extend to any new or further agreement entered into between the occupier and yourself under which the occupier resides at the property irrespective of the amount payable or the terms and provisions thereof.
6. This Guarantee shall also continue in force, even though the Agreement may be terminated whatever is the method of ending it.
7. This Guarantee shall not be ended by any arrangement made between the Occupier and yourself, with or without my consent.
8. This Guarantee shall not be cancelled because of any change in the ownership of the Property and any new owner shall be entitled to the benefit of this Guarantee.
9. I will not be released from my guarantee, even though you may give the occupier time to pay or you may delay, for whatever reason, in taking action to enforce payment or the performance of the occupier’s obligations under the Agreement or any other obligations.

EXECUTED as a Deed by the Guarantor on:

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(please insert date)

Signature of Guarantor:

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Signature of Witness:

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Address of Witness:

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**IMPORTANT - PLEASE NOTE** THE GUARANTOR IS REQUIRED TO RETURN THIS DOCUMENT TO OUR OFFICE, WITHIN 14 DAYS OF THE TENANCY AGREEMENT BEING SIGNED OR PRIOR TO THE COMMENCEMENT OF THE TENANCY, IF THAT IS SOONER. THE FOLLOWING IS REQUIRED FOR SIGNATURE VERIFICATION, EITHER

- (1) A PHOTOCOPY OF THE GUARANTOR’S CURRENT PHOTO DRIVING LICENCE. **OR**
- (2) A PHOTOCOPY OF THE GUARANTOR’S PASSPORT SIGNATURE & PHOTO PAGE, **PLUS**
- (3) A COPY OF A RECENT UTILITY BILL, IN THE GUARANTOR’S NAME, AT THE ABOVE STATED ADDRESS.