

WARNING – Before signing this Guarantee –

- You need to read the explanatory Guide.
- You need to read both this Guarantee and the Tenancy Agreement so that you are aware of what you are guaranteeing.
- You should consider taking legal advice before signing.

IMPORTANT – Your attention is drawn to the key features of the Guarantee below set out in Clause 2.

GUARANTEE (For Residential Tenancies) – (shared houses)

To: **HEADINGLEY HALLS LTD.**

(“The Landlord”)

Name & Address of
Guarantor:

	Post Code
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Name of
Tenant:

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(“the Tenan

Property Address of the
Property:

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(“the property”

Tel No: Mobile &
Landlines

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Email

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Guarantee

1. IN CONSIDERATION of you having agreed to my request to accept the Tenant as a tenant of the Property, I HEREBY GUARANTEE the payment by the Tenant to you of all rent and other payments payable by the Tenant under the tenancy agreement relating to the Property (“the Agreement”) and the performance and observance by the Tenant of the terms and provisions of the Agreement on the terms set out in this Deed:-

Key Features

2. Subject to the terms of this Deed, THIS GUARANTEE is –
 - (1) UNLIMITED and not restricted just to the Tenant’s share of responsibility.
 - (2) Cannot be cancelled and remains in force for so long as the Tenant is a tenant of the Property, including any continuation of the tenancy once any fixed term has run out.
 - (3) Not ended by the death or bankruptcy of the Guarantor or the Tenant.
 - (4) Continues even if changes are made to the tenancy, but no increased liability, arising from any alteration to the terms of the tenancy, will fall on the Guarantor unless the Guarantor consents to the change.
 - (5) Will not be ended or changed because the Landlord makes arrangements with the Tenant relating to the tenancy or allows time for payment or does not take action to enforce any tenancy term if this is broken.

Non Compliance by the Tenant

3. (i) If the Tenant fails to pay any rent or other 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. If the Tenant fails to perform or observe any of the provisions or terms of the Agreement I will on demand, pay you all, damages, expenses and costs which you are entitled to recover from the Tenant by reason of such failure.

Shared houses where there is more than one tenant – joint and several liability

4. Since I am guaranteeing the Tenant’s obligations under the Agreement this includes guaranteeing the Tenant’s liability for any non payment of rent or other breach of the terms of the Agreement by any other tenant. I agree that I am fully responsible for the payment of all of the rent and for the whole of any damages or expenses which may result if either the Tenant or any other tenant does not pay the rent or breaks any of the terms of the Agreement if the Tenant then fails to pay. This is because there is more than one tenant under the Agreement and (even though the identity of any of the tenants were to change) the Tenant is jointly and individually (severally) responsible with any other tenant to both pay the rent and comply with the terms of the Agreement.

Non cancellation

5. This Guarantee cannot be cancelled, for so long as the Tenant continues as a tenant of the Property.

Death or Bankruptcy

6. This Guarantee shall not be cancelled or discharged by my death or bankruptcy or the death or bankruptcy of the Tenant .

Variations to the Tenancy Agreement

7. (i) This Guarantee shall also continue in force despite any variation or alteration or the terms or provisions of the Agreement including any increase in the amount of rent payable with or without my consent, but subject to the provisions of this Clause.
- (ii) This Guarantee will therefore apply to any statutory periodic tenancy or contractual continuation which arises at the end of any fixed term of the tenancy.
- (iii) If there is any variation to the terms or provisions of the Agreement with my written consent I will then be bound by them and will guarantee the Agreement as varied.
- (iv) If there is any variation to the terms or provisions of the Agreement without my consent then I will only be liable to pay what I would have had to pay according to the terms of the Agreement as if it had not been varied.

Termination of Tenancy

8. This Guarantee shall also continue in force even though the Agreement may be terminated whatever the method of terminating it, in relation to any rent payable up to the end of the tenancy or any breach of the terms and provisions of the Agreement which occurred prior to the end of the tenancy.

Arrangements with the Landlord

9. This Guarantee shall not be ended by any arrangement relating to the tenancy under the Agreement made between the Tenant and the Landlord, with or without my consent. This includes any change in the identity of any person who is a tenant of the Property.

Giving of time/failure to enforce

10. I will not be released from my guarantee, even though you may give the Tenant or any other tenant time to pay or you may delay, for whatever reason, in taking action to enforce payment or the performance of the Tenant's obligations under the Agreement or any other obligations.

Change of Ownership

11. 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.

Invalid clauses

12. If any provision of this Guarantee is determined to be invalid, illegal or unenforceable it shall not affect the enforceability of any other provision of this Guarantee. Rather the invalid, illegal or unenforceable provision shall be treated as removed from this Guarantee and this Guarantee shall be enforced as if the Guarantee did not contain the invalid, illegal or unenforceable provision.

IMPORTANT: I confirm that I have been given the opportunity of reading the Guidance notes explaining the provisions of this Guidance and a copy of your standard tenancy agreement before signing this Guarantee.

Our Standard tenancy agreement can be viewed at []. A hard copy is available on request.

EXECUTED as a Deed by the Guarantor on: _____ / _____ / _____ (please insert date)

Signature of Guarantor:

Signature of Witness:

Address of Witness:

IMPORTANT - PLEASE NOTE THE GUARANTOR IS REQUIRED TO RETURN THIS DOCUMENT TO OUR OFFICE, WITHIN 14 DAYS OF THE TENANCY AGREEMENT BEING SIGNED. THE FOLLOWING IS REQUIRED FOR SIGNATURE VERIFICATION, EITHER:

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

