

GUARANTEE FOR A FIXED TERM

Name of guarantor:
Address of guarantor:

To:
Name of landlord:
Address of landlord:

Details of the Tenancy Agreement

Name of Landlord:
Name(s) of Tenant:

Property let:
Date of Tenancy:
Term of _____ months/ year(s)
Rent:

Share of Rent: the proportion of the Rent that would be due from any one tenant if the Rent for the whole Property were divided by the number of tenants and each tenant were only liable to pay his or her equal share of the Rent, and not the whole.

Guarantee

In return for your granting the above Tenancy I now give you this guarantee as to the payment by _____ ("the Individual Tenant") to you of his/ her Share of Rent and the performance and observance by him/ her of the terms of the Tenancy Agreement upon the following conditions:

1. If the Individual Tenant fails to pay his/ her Share of Rent for the period of one month, I will upon receiving a written request from you pay you the Share of Rent that is in arrear;
2. I shall not be liable to make good any arrears of rent caused by the default of any of other Tenant who has not paid his/ her Share of Rent;
3. My liability for Rent under this Guarantee shall not exceed the Individual Tenant's Share of Rent.
4. Nothing in this Guarantee removes the Individual Tenant's joint and several liability for the whole Rent.
5. If the Tenant defaults in the performance or observance of any of the provisions on his part contained in the Tenancy Agreement, I will pay to you all losses, damages, expenses and costs that you shall be entitled to

recover by reason of his/ her default, to the extent to which you are unable to recover them from the Tenant, upon the following conditions:

- (a) If the Individual Tenant can prove that the default was not caused by him/ her but by one of the other tenants, I shall have no liability under this Guarantee; and
 - (b) In any event, my liability shall be limited to a proportionate share of the losses, damages, expenses and costs that you shall be entitled to recover from the Tenant, such proportion to be calculated in the same manner as the Share of Rent above.
 - (c) In any event my liability under this Guarantee shall be limited to the sum of £ ;
6. Nothing in this Guarantee removes the Individual Tenant's joint and several liability to the landlord for the whole of any losses, damages, expenses and costs that you shall be entitled to recover
7. This Guarantee shall continue for _____ months and shall extend to the acts and defaults of the Tenant during that period. During that period I cannot revoke this Guarantee and it shall not be discharged by my death or by the death or bankruptcy of the Tenant.
8. Without prejudice to the above clause, this Guarantee shall not be discharged by your giving the Tenant time in which to meet his rent or other indulgence in respect of his obligations under the Tenancy Agreement
9. If the Tenancy Agreement is assigned with your consent or terminated by agreement or by re-entry or otherwise, all future liability on my part shall cease.

Dated:

Signed by guarantor:

Witnessed by:

Address of witness: