

# DEED OF GUARANTEE

TO Beech Properties ("the Landlord") Of 139 Acomb St, Manchester, M14 4DF

FROM (Name of Guarantor).....

Of (Address of Guarantor).....

Postcode..... Email.....

Telephone..... Mobile.....

Date (Date).....

(1) **IN CONSIDERATION** of your having agreed to my request to accept

("The Tenant")..... as a tenant of your property at

("The Property")..... upon the terms of the Agreement starting

("The Agreement" start date).....

**I hereby guarantee** the payment by the Tenant to you of the rent and any other monies payable under the Agreement and the performance and observance by the Tenant of the terms and provisions of the Agreement. (2) My liability under this Guarantee in respect of the rent payable under this Agreement shall be limited to the Tenant's contribution to the total rent. Otherwise the guarantee is unlimited. If the Tenant is jointly and severally liable with other(s) to comply with the terms and provisions of this Agreement this means that I acknowledge that my liability is unlimited for any breach of the terms and provisions of the Agreement. (3) If the Tenant shall default in the payment of the rent or any other monies payable under the Agreement I will upon written demand by you pay you the rent or any other monies which shall be so in arrear (subject to clause 2). (4) If the Tenant shall default in the performance and observance of any of the provisions or terms on the Tenant's part contained or implied in the Agreement (other than in respect of the payment or rent) I will pay you all losses, damages, expenses and costs which you may be entitled to recover by reasons of such default. My liability under this clause is unlimited. (5) This Guarantee shall not be revoked for so long as the Tenant remains a tenant of the Property nor shall it be revoked or discharged by death or bankruptcy, or the death or bankruptcy of us, or the death or bankruptcy of the Tenant (or any other person who is a party to the Agreement). (6) This Guarantee shall continue in full force and effect despite any variation or alteration of the terms or provisions of the Agreement with or without consent including any increase in the amount of the rent payable in respect of the Property by the Tenant and this Guarantee shall extend to any new or further agreement entered into between the Tenant and yourself under which a tenancy of the Property is granted to the Tenant irrespective of the amount of the rent or the monies payable in respect thereof or the terms and provisions thereof or the persons who are parties to the same. (7) This Guarantee shall extend to any extension of the tenancy or to any statutory periodic tenancy which may arise under the Housing Act 1988 on the expiry of the tenancy granted by the Agreement or on the expiry of any new or further tenancy of the Property to which the Tenant is a party. (8) This Guarantee shall remain in full force and effect notwithstanding that the Agreement may be terminate by agreement Court Order by re-entry forfeiture notice or otherwise. (9) This Guarantee shall not be discharged nor shall it be released by any arrangement made between the Tenant (or any other person who is party to the Agreement) and yourself with or without my consent by any indulgence forbearance or time given to pay or otherwise comply with the terms and provisions of the Agreement or failure or neglect on your part whether as to payment time performance enforcing the Agreement or otherwise or any refusal by you to accept rent or other monies following any breach of the terms and provisions of the tenancy. (10) This Guarantee shall constitute me as principal debtor. (11) Any demand shall be valid if sent by post, email or left at my address specified above or such other address as I may notify to you in writing as to where such demand such be sent.

**IN WITNESS** whereof the Guarantor has executed this instrument as a deed the day and year first above mentioned.

**THE GUARANTOR'S SIGNATURE MUST BE WITNESSED**

Signed and delivered..... **(Guarantor to sign here)**

As a Deed by the Guarantor in the presence of

Signature of Witness .....Name of Witness.....

Address of Witness.....

GUARANTOR TO ENCLOSE: ID (passport or photo driving licence)

Proof of Address (utility bill or driving licence)