

### DEED OF GUARANTEE

THIS AGREEMENT IS MADE BETWEEN

(1) Name of Guarantor:.....Landlord.....

The Landlord has granted a tenancy of (Address of property) .....  
.....(Copy tenancy agreement annexed hereto)

to the Tenant (name of tenant).....

(Complete the next two items only if your Tenancy Agreement was witnessed)

Tenancy agreement Dated.....WITNESSED by (name).....

1. The Guarantor hereby acknowledges receipt of one penny being consideration for the granting of this guarantee and hereby covenants with and to the landlord that:

(a) If the Tenant shall make any default at any time during the term of the Tenancy Agreement and any extension of that term, whether evidence in writing or not, in payment of the rent or in observing or performing any of the covenants or restrictions contained in the Tenancy Agreement, the Guarantor will pay the rent and observe and perform the covenants.

(b) The Guarantor will at all times hereafter pay and make good to the Landlord on demand all losses, costs, damages and expenses occasioned to the Landlord by the non payment of the said rent or any part thereof or the breach and non performance of any of the said covenants and conditions on the part of the Tenant.

2. That any variation of the Tenancy Agreement or any Licence granted hereunder or

any neglect or forbearance on the part of the Landlord in enforcing or giving time to the Tenant for payment of the said rents or any part thereof, of the observance or performance of any of the said covenants and conditions shall not in any way release the guarantor, in respect of his liability under the covenants on his part herein contained.

3 The Guarantor confirms that he/she is a home owner.  
4 References in this Guarantee to the Guarantor shall include the Guarantor named in this Guarantee and his successors and assignees and his executors or administrators.

5 This Guarantee is irrevocable and shall only terminate upon full receipt of all monies due and owing with interest thereon under the said Tenancy Agreement upon expiration of the said tenancy.

6 The right of cancellation provided by The Consumer Protection (Distance Selling) Regulations 2000 is specifically

excluded after the commencement of the tenancy.  
7 If the tenant is a student, the Guarantor must indemnify the Landlord against any claims made by Local Authorities, for Council Tax should the tenant cease to be a student but remain at the property.

**IMPORTANT NOTICE**  
This guarantee agreement 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.

IN WITNESS whereof the Guarantor has executed this Deed.

Dated .....day  
of.....20

SIGNATURE OF GUARANTOR.....

Guarantor Name (Block Capitals).....Address.....

Tel Nos.....

Occupation.....

Employer's Name and Address.....

SIGNATURE OF WITNESS.....Witness Name (Block Capitals).....

Address.....

Tel Nos.....Occupation.....

SOUTH WEST LANDLORDS ASSOCIATION give notice that whilst this form of agreement was in our opinion accurate and suitable for use at the time of printing, SWLA shall not be held liable for the consequences of using this agreement.