

7.2 - Agreement of Guarantee

Start date of Agreement

This Guarantee is made on (insert date)

Between

(1) The Landlord

(insert landlord's name)

(insert landlord's address)

(2) The Tenant

(insert tenant's name)

(insert tenant's address)

(3) The Guarantor

(insert guarantor's name)

(insert guarantor's address)

1 BACKGROUND

1.1 The Landlord has granted or agreed to grant the Tenant and others a joint tenancy of the property known as

(insert address)

and a copy of the tenancy agreement is attached to this Guarantee

1.2 The Guarantor has agreed to underwrite certain of the Tenant's obligations as set out in this Guarantee

2 GUARANTEE

2.1 In consideration of the Landlord granting the tenancy to the Tenant and of the Guarantor's natural affection for the Tenant the Guarantor hereby guarantees to the Landlord:

2.1.1 to pay the rent reserved in the tenancy agreement up to a maximum of

(insert the total amount of rent divided by the number of tenants) £

within 21 days of receipt of a written demand from the Landlord addressed to the Guarantor accompanied by a certificate from the Landlord that either:

a) the Landlord has asked the Tenant to pay the amount that the Landlord is now asking the Guarantor to pay, but the Tenant has not paid it and it is due under the terms of the tenancy agreement; or

b) the tenancy agreement has been lawfully terminated; and

i) if the tenancy agreement had still been subsisting, the amount of rent now demanded would have been due but has not been paid; and

ii) nobody other than the Tenant is liable to pay rent for the property for the period in respect of which rent is being demanded of the Guarantor

2.1.2 to pay to the Landlord within 21 days of demand accompanied by written evidence of the amount claimed a sum equal to one (insert third/quarter/fifth/sixth etc. according to number of tenants) _____ of all losses, damages, costs and expenses of the Landlord arising from any breach of the tenants' covenants in the tenancy agreement.

2.2 In case this guarantee shall be void for failure to comply with the legal formalities applicable to guarantees, the Guarantor indemnifies the Landlord against losses arising and expenses incurred as a result of the Tenant's breach of his/her obligations in the tenancy agreement, up to the maximum sum guaranteed by clauses 2.1.1 and 2.1.2 above.

3 DURATION OF AGREEMENT

The Guarantor's obligations shall end (without prejudice to any claim to which the Landlord is entitled under clause 2) upon the first to occur of:

3.1 the date falling 2 months after expiry of the tenancy agreement; or

3.2 the assignment of the tenancy or the assignment of the Tenant's interest in the tenancy; or

3.3 the rent reserved by a new tenancy of the property (granted following lawful termination of the tenancy agreement) has become payable in full; or

3.4 the surrender of the tenancy or the surrender of the Tenant's interests in the tenancy; or

3.5 the death of the tenant

4 LANDLORD'S RIGHTS AGAINST TENANT NOT AFFECTED

The rights and remedies of the Landlord against the Guarantor under this Guarantee do not affect the rights and remedies which the Landlord might have against the Tenant PROVIDED THAT if the Landlord recovers any sums from the Guarantor under this Guarantee and subsequently recovers from the Tenant any sum in respect of the same liability then the Landlord shall pay the sum recovered from the Tenant shall (up to the amount paid by the Guarantor) to the Guarantor within 7 days of recovery from the Tenant.

5 TENANT'S PROMISE TO GUARANTOR

In consideration of the Guarantor giving this Guarantee the Tenant undertakes to the Guarantor to repay to the Guarantor within a reasonable time of demand any sums which the Guarantor pays to the Landlord and which are not reimbursed

Signed by the landlord..... Dated: _____ / _____ / _____

Signed by the tenant..... Dated: _____ / _____ / _____

Signed by the guarantor.....Dated: _____ / _____ / _____

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