

## GUARANTEE

For a Joint and Several Assured Shorthold Tenancy Agreement

Guarantors Name and Address:	[Name and Address of Guarantor]
Landlord:	Students4houses Ltd Booth Street Chambers, Booth Street, Ashton under Lyne, Lancashire, OL6 7LQ
Tenant:	[Name of Tenant]
Property:	[property address]
Tenancy Period:	From [date/month/year] To [date/month/year]
Rent:	[£xx ] per calendar month in advance, based on [ xx ] persons sharing
Tenancy Agreement	Assured Shorthold Tenancy Agreement between the Landlord and the Tenants herein defined bearing the date below
Date of Tenancy Agreement: <i>(to be completed by Landlord)</i>	

The Landlord, at the request of the Guarantor who agreed to give this guarantee, has let the Property to the Tenant for the Tenancy Period at the Total Rent and on the Letting Terms set out in the Tenancy Agreement.

In consideration of this, the Guarantor agrees with the landlord that the Guarantor will comply with the Guarantee Terms set out in this Guarantee.

## GUARANTEE TERMS

In these Guarantee Terms:

- i. the Rent, Total Rent, the Tenancy Agreement and the Letting Terms are those referred to in the Joint and Several Assured Shorthold Tenancy Agreement;
- ii. when two or more persons are together the Guarantor, they are responsible for their obligations both jointly and individually;
- iii. the Landlord includes the persons from time to time entitled to receive the Total Rent; and
- iv. the headings are only for convenience and are not part of the Guarantee Terms.

### 1. GUARANTOR'S OBLIGATIONS

- 1.1 The Guarantor guarantees to the Landlord that the Tenant shall pay the Rent and observe and perform the tenant covenants of the Tenancy Agreement and that if the Tenant fails to pay the Rent or to observe or perform any of the tenant covenants, the Guarantor shall pay or observe and perform them.
- 1.2 The Guarantor covenants with the Landlord as principal obligor and as a separate and independent obligation and liability from its obligations and liabilities under clause 1.1 to indemnify and keep indemnified the Landlord against any failure by the Tenant to pay the Rent or any failure to observe or perform any of the tenant covenants of this Agreement
- 1.3 The liability of the Guarantor under clause 1.1 and clause 1.2 shall continue until the Tenancy comes to an end and all the Tenants are released from the tenant covenants of this Agreement.
- 1.4 The liability of the Guarantor shall not be reduced, discharged or otherwise adversely affected by:
  - (a) any time or indulgence granted by the Landlord to the Tenant;
  - (b) any delay or forbearance by the Landlord in enforcing the payment of the Rent or the observance or performance of any of the tenant covenants of this Agreement or in making any demand in respect of them;
  - (c) the Landlord exercising any right or remedy against the Tenant for any failure to pay the Rent or to observe or perform the tenant covenants of this Agreement; or

- (d) the Landlord taking any action or refraining from taking any action in connection with the Deposit; or
- (e) the Tenant dying or becoming incapable of managing its affairs.

**The Guarantor is recommended to obtain a copy of the Tenancy Agreement and obtain independent legal advice before signing this guarantor.**

<b>SIGNED by the GUARANTOR:</b>	
<b>PRINT NAME of GUARANTOR:</b>	
<b>Date:</b>	
In the presence of <b>Witness:</b>	
Witness's address:	
Witness's occupation:	

**Please sign next to your own name. Scan and email back your form as well as sending a full hard copy of the Guarantee in the post to:**

**Students4houses Ltd  
 PO Box 160  
 Berwick Upon Tweed  
 TD15 9BW  
 Northumberland  
 UK**