

## GUARANTEE AGREEMENT

### For Tenancy Agreement - Executed as a Deed

This Guarantee Agreement is dated \_\_\_\_\_ (insert date)

#### Particulars

In this agreement:

<p><b>The Guarantor means:</b> When two or more persons are together the guarantor, they are responsible for their obligation both jointly and individually.</p>	<p>Insert name and address</p>
<p><b>The Landlord means:</b></p>	<p>Insert name and address c/o Olympia Estates Ltd 11 Hereford Road, London, W2 4AB</p>
<p><b>The Agent means:</b></p>	<p>Insert name and address Olympia Estates Ltd 11 Hereford Road, London, W2 4AB</p>
<p><b>The Tenant means:</b></p>	<p>Insert name and address</p>
<p><b>The Property means:</b></p>	<p>Insert address of the property to be let to the Tenant</p>
<p><b>The Rent means:</b></p>	<p>Insert details of the rent £_____ per _____</p>
<p><b>The Tenancy Period means:</b></p>	<p>The fixed term of the proposed tenancy (if any) and then any period during which a periodic tenancy continues after that. If there is no fixed term then the Tenancy Term starts when the tenancy starts and runs for as long as the periodic tenancy lasts.</p>

In this Guarantee Agreement expressions in the left hand column of the above Particulars have the meanings respectively set against them in the right hand column.

The Guarantor acknowledges that a copy of the tenancy agreement has been given to him/her. 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 Rent and on the Letting Terms set out in the Tenancy Agreement.

1. If at any time during the Tenancy Period the Tenant shall make any default in payment of the Rent and such other sums or in observing or performing any of the Tenant's obligations under the Tenancy Agreement the Guarantor will pay the rent and other such sums together with interest from the due date until payment is received, at the rate specified in the Tenancy Agreement and will observe and perform the obligations in respect of which the Tenant shall be in default within 14 days of receipt of a written demand from the Landlord or his Agent addressed to the Guarantor if the Tenant following demand has not paid the amount being demanded when it was due under the Tenancy Agreement.

2. The Guarantor shall pay and make good to the Landlord on demand all reasonable losses and expenses of the Landlord incurred as a result of default by the Tenant in the performance or observance of the Tenant's covenants under the Tenancy Agreement. Any failure of the Landlord in demanding or collecting the Rent when it falls due, and any time to pay which may be given to the Tenant by the Landlord shall not release the Guarantor or in any way affect the liability of the Guarantor under this agreement. Should the Guarantor die during the duration of this agreement, the Guarantor's estate will be liable as surety and co-principal debtor.

3. Where the Rent, or any portion of it, is paid by housing benefit or other benefit scheme, the Guarantor agrees to pay the Landlord or Agent for the amount of any claims arising from overpayment, which may be made by the local authority in relation to the specified Tenant(s). Such overpayments may occur at any time, either during the tenancy or within six years thereafter.

4. If the tenancy agreement is disclaimed by the tenant's trustee in bankruptcy or liquidator, the guarantor will (in addition to any liability under Section 1 and 2 above at date of disclaimer) pay to the landlord on demand an amount equal recurring nature that would

have been payable under the Tenancy Agreement for the period beginning with the disclaimer and ending six months later or when the property is re-let or when the tenancy period would otherwise have expired (whichever is first).

The above obligations of the guarantor are not affected by the landlord giving more time to the tenant to comply with an obligation under the tenancy agreement or failing to comply strict enforcement of those obligations.

**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 of which this agreement has been executed by the Guarantor as a deed on the date appearing at the top of the first page.

Signed as a deed by the Guarantor in the presence of the witness: Name:	Guarantor to sign here
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Address:  
\_\_\_\_\_

Signature of witness:  
\_\_\_\_\_