

2. Guarantee and indemnity

- 2.1 The Guarantor guarantees to the Landlord that the Tenant shall pay the Guaranteed Obligations and observe and perform the tenant covenants in the tenancy and that if the Tenant fails to pay any of the Guaranteed Obligations when due or to observe or perform any of those tenant covenants, the Guarantor shall on demand pay or observe and perform them.
- 2.2 The Guarantor as principal obligor and as a separate and independent obligation and liability from his obligations and liabilities under clause 2.1 agrees to indemnify and keep indemnified the Landlord in full and on demand from and against all and any losses, costs, claims, liabilities, damages, demands and expenses suffered or incurred by the Landlord arising out of, or in connection with, any failure of the Tenant to perform or discharge any of its obligations or liabilities in respect of the Guaranteed Obligations.
- 2.3 This guarantee is and shall at all times be a continuing security and shall cover the ultimate balance from time to time owing to the Landlord by the Tenant in respect of the Guaranteed Obligations and shall subsist and apply to any subsequent tenancy granted to the Tenant and irrespective of whether such new tenancy relates to the Property.
- 2.4 Any sum payable by the Guarantor shall be paid without any deduction, set-off or counter-claim against the Landlord or the Tenant.
- 2.5 The liability of the Guarantor under this guarantee shall not be reduced, discharged or otherwise adversely affected by:
- (a) any termination, amendment, variation, novation, replacement or supplement of or to any of the Guaranteed Obligations; or
 - (b) any grant of time, indulgence, waiver or concession to the Tenant or any other person.
- 2.6 The Landlord shall not be obliged before taking steps to enforce any of its rights and remedies under this Guarantee:
- (a) to take any action or obtain judgment in any court against the Tenant or any other person; or
 - (b) to make or file any claim in a bankruptcy, liquidation, administration or insolvency of the Tenant or any other person; or
 - (c) to make demand, enforce or seek to enforce any claim, right or remedy against the Tenant or any other person.

3. Variations and supplemental documents

- 3.1 The Guarantor shall, at the request of the Landlord, join in and give its consent to the terms of any consent, approval, variation or other document that may be entered into by the Tenant in connection with the tenancy of the Property.

- 3.2 The Guarantor shall not be released by any variation of the rents reserved by, or the tenant covenants in, the tenancy of the Property whether or not:
- (a) the variation is material or prejudicial to the Guarantor; or
 - (b) the variation is made in any document; or
 - (c) the Guarantor has consented, in writing or otherwise, to the variation.

- 3.3 The liability of the Guarantor shall apply to the rents reserved by and the tenant covenants in the tenancy of the Property as varied except to the extent that the liability of the Guarantor is affected by section 18 of the Landlord and Tenant (Covenants) Act 1995.

4. Notices and Consent

- 4.1 The Guarantor agrees that in the event of any breach of the tenancy or the Guaranteed Obligations the Landlord or his agent may notify the Guarantor and provide the Guarantor with any reports relating to the property.
- 4.2 The guarantor agrees to notify the Landlord and his agent of any changes to the information previously supplied to the Landlord and/to its agent.
- 4.3 The Guarantor hereby gives consent for any information previously supplied to the Landlord or its agent to be used to undertake any checks, including credit referencing, as the Landlord or his agent deem necessary and acting in their sole discretion.

5. Limit of Liability of Guarantor

- 5.1 The liability of the Guarantor under this guarantee is limited to the Guaranteed Obligations owed by the Tenant to the Landlord.
- 5.2 For the purposes of clause 5.1, the Guaranteed Obligations owed by the Tenant to the Landlord are equal to the aggregate sum due divided by the number of tenants in occupation of the Property at the date the demand is made under this guarantee by the Landlord.

6. Third party rights

A person who is not a party to this guarantee cannot enforce or enjoy the benefit of any term of this guarantee under the Contracts (Rights of Third Parties) Act 1999.

**BY ENTERING INTO THIS GUARANTEE YOU MIGHT BECOME
LIABLE INSTEAD OF OR AS WELL AS THE TENANT.**

Signed as a deed by

Signed:.....

In the presence of:

Name:.....

Address:.....

Signed:.....