

## **Contractual Guarantee**

This Guarantee is made on the 20<sup>th</sup> of May 2015

Between:		
(1) The Landlord(s):	Landlord Name Landlord Address:	: Leo 1 3ll Rivermead Cottages Mill Lane, Shiplake, HENLEY ON THAMES, RG9 3LZ
	Landlord Name Landlord Address:	: Leo 2 3ll2 Rivermead Cottages Mill Lane, Shiplake, HENLEY ON THAMES, RG9 3LZ
(2) The Guarantor:	Geoff Guarantor	
Of	70 Radipole Road, LONDON, SW6 5DL	
In relation to the Property at:	Room 2, Jack Straws Castle, 12 North End Way, Hampstead, LONDON, NW3 4ES <b>('the Property')</b>	

## In this Guarantee the following additional definitions and interpretations apply:

'Tenant' means Frank

**'Tenancy Agreement'** means the document dated 30<sup>th</sup> of November 2014 setting out the conditions under which the Tenant is permitted by the Landlord to reside at the Property, a copy of which has been attached to this Guarantee.

**'Guarantor'** means the person or persons responsible for discharging the Tenant's obligations under the Tenancy Agreement.

'Joint and Several' means that the Guarantor will be liable with the Tenant to pay all rent and pay all compensation due to the Landlord as a result of the Tenant's failure to perform any obligation set out in the Tenancy Agreement. The Tenant and the Guarantor will each be responsible for complying with the Tenant's obligations both as individuals and together until all costs are paid in full.

References to the singular include the plural and references to the masculine include the feminine and vice versa.

The Landlord and the Guarantor agree that the laws of England and Wales apply to this Guarantee and to the Tenancy Agreement.

The Landlord and the Guarantor agree that the Landlord can give the personal information of the Guarantor to any other person forming the Guarantor, a debt collection agency, legal advisor, credit agency or any third party with an interest in collecting any debt outstanding.

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It is agreed between The Party as follows:

- 1. The Landlord has agreed to allow the "Tenant" to reside at the Property upon the terms and conditions of the Tenancy Agreement.
- 2. The Guarantor agrees that the Tenant complies with the terms of the Tenancy Agreement.
- 3. The Guarantor agrees to fully compensate and indemnify the Landlord in respect of any loss, damage, costs or other expenses arising either directly or indirectly out of any breach of the Tenancy Agreement or incurred due to the Tenant residing at the Property or due to any other person whom the Tenant allows into occupation of the Property residing at the Property.
- 4. This guarantee and indemnity created by this Guarantee extends to any renewal, extension, or continuation of the Tenancy Agreement, whether fixed term, periodic or statutory periodic, and will not be discharged by any variation of the Tenancy Agreement including any rent increase agreed between the Landlord and the Tenant irrespective of whether the Guarantor agrees to that increase or variation provided that the Guarantor is given written notice of the variation within 14 days of it being agreed.
- 5. This Guarantee is irrevocable and shall continue beyond the Guarantor's death or bankruptcy throughout the period that the Property are occupied by the Tenant or any assignee, sub-tenant, guest, visitor, occupier, or licensee of the Tenant and is not limited to any initial fixed term specified in the Tenancy Agreement.
- 6. If the Tenant abandons or vacates the Property, breaches any part of the Tenancy Agreement, or the Tenant is declared bankrupt and the Tenant's Trustee in Bankruptcy elects to disclaim the Tenancy Agreement then on written demand the Guarantor will compensate the Landlord for all losses, claims, liabilities, costs and expenses arising from that event including the rent for the remainder of the originally agreed term of the Tenancy Agreement to an end under the terms of the Tenancy Agreement or any common law or statutory notice period.
- 7. The Guarantor's liability under this Guarantee and the Tenancy Agreement will be Joint and Several with the Tenant. The Landlord may seek to enforce obligations and claim damages against the Tenant, the Guarantor, or both of them. The obligations of the Guarantor will not be cleared or affected in any way by any act, neglect, leniency, generosity, or allowance of time to comply given by the Landlord to the Tenant.
- 8. If the Tenant surrenders any part of the Property with the consent of the Landlord the Guarantor's liability will continue for the part not surrendered. Any liability accumulated at the date of surrender will continue unaffected.
- 9. The Guarantor's liability shall continue if the Guarantor is a company and the company changes ownership, alters the name of the Guarantor, or is amalgamated with any other company or organisation throughout the period that the Property are occupied by the Tenant or any licensee.
- 10. The Guarantor will pay any reasonable costs of the Landlord in enforcing this Guarantee and the obligations of the Tenancy Agreement whether or not court proceedings are taken.
- 11. If the Tenant forms more than one person, this Guarantee will not end or be invalidated if one or more of the original persons forming the Tenant abandons the Property or surrenders their interest in the Tenancy Agreement provided that at least one of the persons forming the Tenant or their licensees remains in possession.

## Signatures to the Guarantee

## \*DO NOT SIGN THIS AGREEMENT IF YOU DO NOT WANT TO BE BOUND BY IT\*

Signed by Guarantor

Geoff Guarantor of 70 Radipole Road, LONDON, SW6 5DL

A state 20<sup>th</sup> of May 2015

Signed by Landlord(s):

Leo1

20<sup>th</sup> of May 2015

Leo2

Signed by the Landlord's Agent:

Dan Bennett

21<sup>th</sup> of May 2015

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