

AGREEMENT OF GUARANTEE

This guarantee is made on #_date_#

Completion date of guarantee (to be completed by Manor Villages)

Between

1. The Landlord

#contact_Landlord_name#
#contact_Landlord_address_block#

2. The Tenant

#contact_Tenant_name#
#contact_Tenant_address_block#

3. The Guarantor

#contact_Guarantor_name#
#contact_Guarantor_address_block#

1. BACKGROUND

1.

1.1. 1.1 The Landlord has granted or agreed to grant the Tenant, tenancy of the property known as:

#property_name_address_block#, Faraday Road, Lenton, Nottingham, NG7 2HJ

A copy of the tenancy agreement is attached to the Guarantee

1.

1.1. 1.2 The Guarantor has agreed to underwrite certain obligations of the Tenant as set out in this Guarantee Agreement

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:

1. 2.1.1 To pay the rent reserved in the tenancy agreement up to a maximum of #tenancy_rent_agreed# within 21 days of receipt of a written demand from the Landlord addressed to the Guarantor accompanied by proof 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 is due under the terms of the tenancy agreement

or

- b. the tenancy agreement has been lawfully terminated

AND

- i. that the amount of rent demanded would have been due, but has not been paid
- ii. nobody other than the tenant or the guarantor is liable to pay the rent for the property

2.1.2 to pay the landlord, within 21 days of demand, the amount claimed against all losses, damages, costs and expenses of the landlord arising from any breach of the tenant's 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 Tenants 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:

- a) the date falling 2 months after expiry of the tenancy agreement (on condition all outstanding sums have been recovered)
- b) the rent reserved by a new tenancy of the property (granted following lawful termination of the tenancy agreement) has become payable in full
- c) the death of the tenant

4. LANDLORDS 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 THE GUARANTOR

In consideration of the Guarantor giving this guarantee the Tenant undertakes to the Guarantor to re-pay 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 Manor Villages Limited on behalf of the landlord

Dated by Manor Villages Limited on behalf of the landlord

Signed by the Tenant Dated

Signed by the Guarantor Dated

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Registered address 160 Faraday Road, Nottingham, NG7 2DU.