

DEED OF GUARANTEE (FORM G2)

To: Landlord name:
Of: Landlord address:

From: Guarantor Name:
Of: Guarantor Address:

Details of Tenancy Agreement (The Tenancy)

- a) Landlord Name:
- b) Name(s) of Tenant:
- c) Property Let:
- d) Start Date of Tenancy:
- e) Term of 12 months (plus any extensions or renewals)
- f) Total rent (per month):
- g) **Share of rent (per month)** is defined as the proportion of the Rent that would be due from any one tenant if the Total Rent for the whole Property were divided by the number of tenants and each tenant were only liable to pay his or her equal share of the rent, and not the whole.

Guarantee

In return for you granting the above Tenancy I now give you this Guarantee as to the payment by Taniya Chhabra(" **The Individual Tenant** ") to you of his/her **Share of Rent** and the performance and observance by him/her of the terms of the Tenancy Agreement upon the following conditions:

1. If **The Individual Tenant** fails to pay his/her **Share of Rent** within one month of when due, I will upon receiving a written request from you pay the **Share of Rent** that is in arrears.
2. I shall not be liable to make good any arrears of rent caused by the default of any other Tenant who has not paid his/her Share of Rent.
3. My liability for Rent under this Guarantee shall not exceed the total share of rent due over the Term of the Tenancy.
4. If the Tenant defaults in the performance or observance of any of the provisions on his/her part contained in the **Tenancy Agreement**, I will pay to you all losses, damages, expenses and costs that you shall be entitled to recover by reason of his/her default, to the extent to which you are unable to recover them from **The Individual Tenant** , under the following conditions:
 - a) If **The Individual Tenant** can prove that the default was not caused by him/her but by one of the other tenants, I shall have no liability under this Guarantee; and
 - b) In any event, my liability shall be limited by a proportionate share of the losses, damages, expenses and costs that you should be entitled to recover from the tenant, such proportion to be calculated in the same manner as the **Share of Rent**.
5. Nothing in this **Deed of Guarantee** removes the Individual Tenant's joint and several liability to The Landlord for the whole of any losses, damages, expenses and costs that you shall be entitled to recover.
6. This **Deed of Guarantee** shall continue for the duration of the fixed term of the tenancy, plus any extensions or renewals and shall extend to the acts and defaults of the Tenant during that period. During that period I cannot revoke this **Deed of Guarantee** and it shall not be discharged by my death or the death or bankruptcy of the Tenant.
7. Without prejudice to the above clause, this **Deed of Guarantee** shall not be discharged by your giving the Tenant time in which to meet his rent or other indulgence in respect of his obligations under **The Tenancy Agreement**.