

## **AGREEMENT OF GUARANTEE**

\*\*\*\*\*

### **IMPORTANT**

**This agreement contains the terms and obligations of the agreement of guarantee. It sets out the promises made by the landlord to the guarantor and by the guarantor to the landlord. These promises will be legally binding once the agreement has been signed by both parties and then dated. You should read it carefully to ensure it contains everything you want and nothing that you are not prepared to agree to. Whilst every attempt has been made to compose this agreement using plain and intelligible language, it inevitably contains some legal terms or references.**

**If you do not understand this agreement, or anything in it, it is strongly suggested you ask for an explanation before signing it.**

**Please make sure all guarantors initial each page and sign where indicated.**

**This agreement of guarantee has been issued by:**

Lets4U  
PO Box 1284  
Lincoln  
LN5 5QT

01522 308609  
info@lets4u.com

# **AGREEMENT OF GUARANTEE**

This Guarantee is made on the \_\_\_\_\_ [DD/MM/YYYY].

Between:

(1) Lets4U of PO Box 1284, Lincoln, LN5 5QT, (“the Landlord”) &

(2) \_\_\_\_\_ [Guarantor’s name] of \_\_\_\_\_  
\_\_\_\_\_ [Guarantor’s address], (“the Guarantor”)

**IT IS HEREBY AGREED THAT:**

1. In consideration of the Landlord agreeing to my/our request to accept \_\_\_\_\_ [Tenant’s name], (“the Tenant”) as the Tenant of the Property known as \_103 Carholme Rd, Lincoln, LN1 1RT\_\_ [Rented property address] , (“the Property”) upon the terms and conditions of the agreement attached hereto (“ASSURED SHORTHOLD TENANCY AGREEMENT”). If the Tenant defaults the Guarantor hereby agrees to:
  - a. Pay rent upon demand as per the payment schedule detailed within the Assured Shorthold Tenancy Agreement to a maximum of £4576.00,
  - and
  - b. Fully compensate the Landlord for any loss, damage, costs or other expenses arising either directly or indirectly out of any breach of the Agreement.
2. The Guarantee shall continue throughout the period that the Property is occupied by the Tenant or any licensee and is not limited to the term specified in the Agreement. This Guarantee will continue throughout the Tenancy or any extension renewal or re-grant continuation of the Agreement whether for a further fixed term or periodic tenancy and whether it is created by agreement between the Landlord & the Tenant or by operation of law or otherwise.
3. The Guarantor will also be liable for any increase in rent agreed between the Landlord or any person acting on his behalf and the Tenant in accordance with the provisions of Clause 2 of the Agreement. If the rent is increased by any other means the Guarantor must be notified prior to the Landlord and the Tenant entering into any extension document or subsequent tenancy or the service of any notice under section 13 of the Housing Act 1988.
4. The Guarantor’s liability is joint and several with the Tenant. This means that each will be responsible for complying with the Tenant’s obligations under this Agreement both individually and together; and the Guarantor’s liability will not be discharged or affected by any act, neglect, leniency, other concession or time given to the Tenant by the Landlord endeavouring to obtain payment; or in the enforcement of the Tenant’s obligations under the Agreement.
5. This Guarantee shall not be revocable by the Guarantor nor will it be rendered unenforceable by the Guarantor’s death or bankruptcy.
6. If the Guarantor is a company, the Guarantor’s liability shall continue if 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 is occupied by the Tenant or any licensee and is not limited to the term specified in the Agreement.
7. If the Tenant defaults during the initial Term or any extension or renewal of this Agreement; or in the event of the Tenant being declared bankrupt; and the Tenant’s Trustee in Bankruptcy elects to disclaim the Tenancy; then on demand the Guarantor will indemnify the Landlord against all losses, claims, liabilities, costs and expenses arising out of or in connection with that default or disclaimer; or incurred by the Landlord in connection with the default or disclaimer.

**Guarantor’s Signature:** .....

8. If the Tenant surrenders any part of the Property to the Landlord and the Landlord accepts that partial surrender the Guarantor's liability will continue in respect of the part not surrendered. Any liability accrued at the date of surrender will stand.

9. The Guarantor will pay any and all reasonable costs incurred by the Landlord in enforcing this Guarantee and the terms of the Agreement or any extension renewal or re-grant continuation of the Agreement, whether for a further fixed term or periodic tenancy, and whether it is created by agreement between the Landlord & the Tenant or by operation of law or otherwise.

10. The Guarantor accepts all these obligations and duties imposed upon him as Guarantor.

11. The Guarantor may be liable for any cost incurred at the end of the tenancy to put right the property due to missuses/damage or cleaning required.

**Signed by Guarantor:**

.....

**Date:**

.....

**Signed by Landlord:**

.....

**Date:**

.....

**(Landlord's Agent)  
For and on behalf of Lets4U**

Guarantor contact details:

Please supply full name, home address, date of birth, NI number, telephone number, mobile number (if applicable) and e-mail address.

|                        |  |
|------------------------|--|
| Name of Guarantor      |  |
| Home Address           |  |
| Date of Birth          |  |
| National Insurance No. |  |
| Home Telephone No.     |  |
| Mobile No.             |  |
| E-Mail                 |  |

**Guarantor's Signature:** .....