

DATED

00/00/00

(1) ("GUARANTOR")

(2) ("THE LANDLORD")

MULTIPLE OCCUPANCY GUARANTEE

MILLS & REEVE

THIS GUARANTEE is made on 00/00/0000

BETWEEN:

(1) **GUARANTOR ADDRESS** of

GUARANTOR ADDRESS

(“the Guarantor”)

(2) **LANDLORD NAME** of

LANDLORD ADDRESS

(“the Landlord”)

WHEREAS

- (A) The Landlord proposes to enter into the Tenancy with the Tenant.
- (B) The Tenancy relates to the Tenant’s exclusive occupation of a Room in the Building and this agreement is limited to the liability of the Tenant in respect of his/her percentage occupancy of the Building as described in the Tenancy.
- (C) In order to induce the Landlord to enter into the Tenancy the Guarantor has agreed to guarantee the obligations of the Tenant under the Tenancy as set out below.

IT IS NOW AGREED as follows:

1 Definitions

For the avoidance of doubt the following words shall have the following means in this agreement:

- 1.1 “**Agent**” means the agent described in the Tenancy;
- 1.2 “**Building**” means the multiple occupancy building described in the Tenancy;
- 1.3 “**Tenancy**” means the assured shorthold tenancy agreement entered into between the Tenant and Landlord in respect of the Tenant’s occupation of the Room and attached at Schedule 1;

1.4 “**Tenant**” means the tenant described in the Tenancy;

1.5 “**Room**” means the single room in the Building as described in the Tenancy;

2 **Guarantee**

2.1 In consideration of the Landlord agreeing to provide the Tenancy to the Tenant:

2.1.1 the Guarantor unconditionally and irrevocably guarantees to pay the Landlord all money which is now or may at any time after the date of this agreement become due or owing to the Landlord by the Tenant limited to such share of the Tenant’s liability in proportion to their rent as stated in the Tenancy. For the avoidance of doubt the Guarantor will not be liable for any other monies due or owing by any other tenant in the Building.

2.1.2 the Guarantor guarantees to observe and perform the tenant covenants of the Tenancy and if the Tenant fails to observe or perform any of the tenant covenants, the Guarantor shall observe and perform them.

3 **Indemnity**

As a separate and independent obligation and liability from its obligations and liabilities under clause 2.1 the Guarantor covenants with the Landlord as principal obligor to indemnify and keep indemnified the Landlord against any failure by the Tenant to pay the monies which are now or may at any time after the date of this agreement become due or owing to the Landlord by the Tenant and for any other losses expenses or damages suffered as a consequence of material breach or non-performance by the Tenant of his the tenant covenants, obligations and/or liabilities pursuant to the Tenancy.

4 **Demand**

4.1 If the Tenant is in breach of an obligation of the Tenancy including but not limited to default in payments thereunder the Guarantor shall pay to the Landlord on demand, without set off or other deduction, an amount equal to the amount so unpaid or loss or expenses incurred as a result of a breach by the Tenant.

4.2 A statement by the Agent of the amount so payable shall be conclusive unless in the case of manifest error.

4.3 The Landlord may make a demand on the Guarantor without prior demand on the Tenant.

5 **Liability**

5.1 The liability of the Guarantor under clause 2.1 and clause 3 shall continue until the Tenancy comes to an end and the Tenant is released from the tenant covenants of the Tenancy.

5.2 The Guarantor shall not be discharged by time or any other concessions given to the Tenant or any third party by the Landlord or by anything the Landlord may do or omit to do or by any other dealing or thing which, but for this provision, would or might discharge the Guarantor.

5.3 This agreement shall:

5.3.1 Be in addition to any other guarantee or security held by the Landlord at any time for the indebtedness and/or breach;

5.3.2 Be a continuing guarantee, shall not be discharged by any intermediate settlement of the indebtedness and shall remain in effect until the indebtedness is discharged in full;

5.3.3 Remain in force notwithstanding (and the Guarantors obligations under this agreement shall not be impaired, affected or discharged by) any failure, defect, illegality or unenforceability of or in any of the Tenants obligations in respect of the indebtedness and/or breach;

5.3.4 Where given by more than one person in respect of the Tenant, be binding on each person jointly and severally in respect only of the Tenant; and

5.3.5 Ensure to the benefit of the Landlord, its successors and assigns.

5.4 The liability of the Guarantor shall not be reduced, discharged or otherwise adversely affected by:

5.4.1 Any time or indulgence granted by the Landlord to the Tenant;

- 5.4.2 Any delay or forbearance by the Landlord in enforcing the payment of any monies which are now or may at any time after the date this agreement become due or owing to the Landlord by the Tenant, or the observance or performance of any of the tenant covenants of the Tenancy or in making any demand in respect of them;
- 5.4.3 The Tenancy continuing as a contractual periodic tenancy pursuant to clause 9.6 of the Tenancy or otherwise becoming a periodic tenancy by agreement or by operation of law;
- 5.4.4 The Landlord exercising any right or remedy against the Tenant for any failure to pay any monies which are now or may at any time after the date of this agreement be due or the Landlord exercising any right or remedy against the Tenant for failing to observe or perform the tenant covenants of the Tenancy;
- 5.4.5 The Landlord taking any action or refraining from taking any action in connection with any deposit held under the Tenancy;
- 5.4.6 The Tenant dying or becoming incapable of managing its affairs.

6 General

- 6.1 The Landlord shall not be obliged to take any action or obtain judgement against the Tenant before taking steps to enforce any of its rights or remedies under this agreement;
- 6.2 Any notice sent to the Guarantor under or in connection with this agreement shall be deemed to have been properly served if:
 - 6.2.1 Sent by first class post to the Guarantor's address stated in the Parties clause or to any changed address as notified to the Landlord in writing;
 - 6.2.2 Left at the Guarantor's address stated in the Parties clause or left at any changed address as notified to the Landlord in writing.
- 6.3 This agreement shall be subject to English Law.

You are strongly advised to seek independent legal advice before entering into this guarantee

Schedule 1

Assured Shorthold Tenancy Agreement

Between

(1) LANDLORD NAME of LANDLORD ADDRESS

(the "Landlord");

and

(2) STUDENT NAME of STUDENT HOME ADDRESS

(the "Tenant").

(attached separately)

Signed: _____

For and on behalf of the Landlord

Full Name: Sian Harvey (Trent Lets, on behalf of the Landlord)

Date:

Guarantor

Signed:

Full Name:

Date:

Witness to Guarantor's signature:

Full Name and Address:

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Date: