

S

PROPERTY

A

> ("Landlord")

> ("Tenant")

> ("Guarantor")

M

TENANT'S GUARANTEE AND INDEMNITY

P

L

E

1. **Definitions**

**“Tenancy**

is a Tenancy Agreement to be granted by the Landlord to the Tenant in substantially the same form as the draft Tenancy Agreement annexed to this Agreement and Indemnity.

2. The Guarantor, in consideration of the grant of the Tenancy Agreement, hereby covenants with and guarantees to the Landlord that:

2.1 The Tenant, during the tenancy (including any extension or renewal period of occupation not specified in the tenancy agreement and any renewal agreements) pay the rent and observe and perform all the covenants and conditions contained in the tenancy agreement (including any variation thereof by agreement between the parties).

2.2 The Tenant shall make good to the Landlord all losses, costs, damages and expenses incurred by the Landlord as a result of non-payment of rent or non-performance of any of the covenants and conditions contained in the tenancy agreement.

3. Any neglect or default by the Tenant in payment of rent or in observance or performance of any of the covenants and conditions shall not discharge the Guarantor in respect of his/her liability under this covenant.

4. The Guarantor shall indemnify the Landlord at all times during the tenancy (including any extension or renewal period of occupation not specified in the tenancy agreement and any renewal agreements) against any loss they incur as a result of non-payment of rent or the breach, non-observance or non-performance of any of the covenants and conditions contained in the tenancy agreement (including any variation thereof by agreement between the parties). This covenant is independent of the other covenants given above and is a primary obligation of the Guarantor.

5. In the event of the Tenant's default, the Guarantor shall be liable to the Landlord as surety and co-debtor.

6. Any notice or demand under this Agreement may be made by sending it by first class post to the address given above for the Guarantor and, unless it is returned undelivered, shall be deemed as served on the day two working days after posting. For the purposes of this clause, Saturdays, Sundays and Bank Holidays are not counted.

7. This Guarantee shall be governed by and construed in accordance with the laws of England and Wales and shall be subject to the exclusive jurisdiction of the courts of England and Wales.

Signed as a deed by  
<<Guarantor's Name>>  
in the presence of

Signature:

Signature of witness

Name (in BLOCK CAPITALS)

Address

S  
A  
M  
P  
L  
E

S

ANNEXURE  
POWER OF ATTORNEY AGREEMENT

A

M

P

L

E