

Deed of Guarantee

IMPORTANT WARNING TO INTENDED GUARANTOR: By signing this document you agree to underwrite the rental and other liabilities of the Tenant under his/her tenancy agreement which means that if the tenant defaults you will have to pay instead. You should carefully consider taking legal advice before signing this document.

FOR THE LANDLORD: Please make sure that before this Guarantee is signed the Guarantor has the opportunity of reading it through. Also, before the Guarantee is signed you should give the intended Guarantor a completed copy of the Tenancy Agreement and allow his/her the opportunity of reading this through before they sign this Guarantee

TO: Guarantor NAME
Of: Guarantor ADDRESS
FROM: Landlord NAME
Of: Landlord ADDRESS

1. IN CONSIDERATION of your having agreed to my/our request to accept **TENANT NAME** as a tenant of your property at **PROPERTY ADDRESS** upon the terms of the Agreement, dated **TENANCY START DATE** at the total rent for the Property of **£xxxx** per calendar month.

I/WE HEREBY GUARANTEE the payment by the Tenant to you of the rent and any other monies payable under the Agreement and the performance and observance by the Tenant of the terms and provisions of the Agreement.

2 I/We acknowledge that my/our liability is for any breach of the terms and provisions of the Agreement by any of the other tenants.

3. If the Tenant shall default in the payment of the rent or any other monies payable under the Agreement I/we will upon written demand by you pay you the rent or other monies which shall be so in arrears.

4. If the Tenant shall default in the performance and observance of any of the provisions or terms on the Tenant's part contained or implied in the Agreement, I/We will on demand pay you all losses damages expenses and costs which you may be entitled to recover by reason of such default. My/our liability under this Clause is unlimited.

5. This Guarantee shall not be revoked for so long as the Tenant remains a tenant of the Property nor shall it be revoked or discharged by my death or bankruptcy, or the death or bankruptcy of any of us, or the death or bankruptcy of the Tenant (or any other person who is a party to the Agreement).

6. This Guarantee shall continue in full force and effect despite any variation or alteration of the terms or provisions of the Agreement with or without my/our consent including any increase in the amount of the rent payable in respect of the Property by the Tenant and this Guarantee shall extend to any new or further agreement entered into between the Tenant and yourself under which a tenancy of the Property is granted to the Tenant irrespective of the amount of the rent or the monies payable in respect thereof or the terms and provisions thereof or the persons who are parties to the same.

7. This Guarantee shall extend to any extension of the tenancy or to any statutory periodic or continuation tenancy which may arise under the expiry of the tenancy granted by the Agreement or on the expiry of any new or further tenancy of the Property to which the Tenant is a party.

8. This Guarantee shall remain in full force and effect notwithstanding that the Agreement may be terminated by agreement, a court order, forfeiture or otherwise.

9. This Guarantee shall not be discharged nor, shall it be released by any arrangement made between the Tenant (or any other person who is a party to the Agreement) and yourself with or without my/our consent or by any indulgence or forbearance or time given to pay or otherwise comply with the terms and provisions of this Agreement or failure or neglect on your part whether as to payment time performance enforcing this Agreement or otherwise or by any refusal by you to accept rent or other monies following any breach of the terms or provisions of this Agreement.

10. This Guarantee shall constitute me/us as principal debtor(s).

11. Any demand shall be valid if sent by post or left at my/our address specified above or such other address as I/we may notify to you in writing as to where any such demand should be sent so long as a receipt for such notification of such alternative address is issued by you.

12. Where more than one person is a party to this Guarantee as Guarantor our obligations shall be joint and individual.

13. I/We acknowledge that I have received a copy of the tenancy agreement dated **DATE THAT CONTRACT WAS SENT TO GUARANTOR**

14. **Privacy Notice**

**Data Controller
Cosgroves
49-51 Osborne Road
Southsea
Hampshire
PO5 3LS
02392827827
info@cosgroves.co.uk**

ICO Registration Number: Z2704058

Your Personal Data

We will hold and process your personal data for contractual and/or legitimate reasons. Therefore, your personal data may be shared with the tenants, other guarantors and the landlord of the agreed tenancy to ensure that any obligations under the Deed of Guarantee can be fulfilled. We will also hold and process your personal data for any lawful reason required such as a law enforcement or a HMRC request. We will not share your personal data with any other third party not connected to the Deed of Guarantee of the agreed tenancy without your explicit consent.

Right to Deletion

You have the right to request that all your personal data we hold is deleted. Such a request can be sent to the above address or email, where we will confirm deletion or if not possible, explain the legitimate or lawful reasons why such a request cannot be actioned within 7 working days of receipt.

Right to Rectification

You have the right to request that we amend any personal data we hold for you if you believe it is incorrect. Such a request can be sent to the above address or email, where we will confirm rectification or if not possible, explain the legitimate or lawful reasons why such a request cannot be actioned within 7 working days of receipt

Subject Data Access Request

You have the right to request at any time, confirmation of the actual personal data we hold for you, and how this has been processed. Such a request can be sent to the above address or email which will be actioned within 7 working days of receipt.

Complaint

In the first instance, if you have any complaint about how we hold or process your personal data, then please contact us at the above address or email. If you are still dissatisfied with our response, then you have the right to contact the Information Commissioners Office (ICO) at the following website <https://ico.org.uk/> quoting our ICO registration number which can be found above.

IN WITNESS whereof the Guarantor has executed this instrument as a deed the day and year first above mentioned.

Dated:

THE GUARANTOR'S SIGNATURE MUST BE WITNESSED

Signed and Delivered.....(Guarantor(s) to sign here) as a
Deed by the Guarantor(s) in the presence of:

WITNESS

Signature of Witness.....

Name of witness:

Address of Witness: