

Deed of Guarantee

(For a joint tenancy where the Guarantor's liability is limited to the individual tenant's share of rent)

This Deed of Guarantee is made

Between

Andrew Graham Kelso of 26 Cleveland road, Lytham, FY8 5JH ("**the Landlord**")

and

Francesca Fenwick of 18 Victory Avenue, Morden, Surrey SM4 6DL ("**the Guarantor**")

In relation to the joint tenant **Michael Dermot Green** ("the Tenant") as a party to the tenancy agreement dated **11th May 2017** ("the Tenancy Agreement") for the property **206 Moseley road, Fallowfield Manchester, M14 6PB** ("the Property")

It is agreed between the parties as follows:

1. The Guarantor agrees to guarantee the payment by the Tenant of the Property upon the terms and conditions of the tenancy agreement.
2. The Liability under this Guarantee in respect of the rent payable under the Agreement shall be limited to the Tenant's contribution to the total rent. This shall be calculated by dividing the rent equally between the Tenant and the other persons liable as tenants to pay the rent and then deducting from this all amounts (if any) actually received by you from the Tenant on account of the rent.

The tenant is one of four joint tenants, so the tenant is liable for **£433.33** per calendar month, as his/her equal share of the total rent.

The liability under this guarantee is limited to the named joint tenant, giving a total potential liability of **£4,766.63**.

3. The Guarantee created by this Deed will be not only for the initial Term of the Tenancy Agreement but will continue to apply to any renewal, extension or continuation of the Tenancy whether as a fixed term or a periodic Tenancy.
4. The Landlord may seek to enforce the obligations of the Tenancy Agreement and claim damages against the Tenant, the Guarantor, or both of them under the Tenancy Agreement and the Guarantee.
5. The obligations of the Guarantor will not be cleared or affected by any act, neglect, leniency, waiver or giving of time by the Landlord to the Tenant, the Guarantor or any other party in trying to obtain payment for or in the enforcement of the Tenant's covenants in the Tenancy Agreement.
6. The Guarantor will not be released from the liabilities arising under the Tenancy Agreement and the Guarantee by any variation or amendment of the Tenancy

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Agreement relating to the Rent, the parties to the Agreement or any other term of the Tenancy Agreement.

7. The Guarantee is binding, cannot be revoked and shall continue beyond the Guarantor's death or bankruptcy throughout the period that the Property is occupied by the Tenant.
8. If the Tenant defaults at any time whether in the initial Term or any extension or continuation of it or the Tenant is declared bankrupt and the Tenant's trustee in bankruptcy elects to disclaim the Tenancy Agreement then on written demand the Guarantor will pay cover and compensate the Landlord for all losses, claims, liabilities, costs, legal fees and expenses arising out of or due to that default or disclaimer or incurred by the Landlord due to the default or disclaimer.
9. The Guarantor will be liable to pay any costs, fees and expenses of the Landlord in enforcing this Guarantee and the obligations of the Tenancy Agreement whether or not court proceedings are taken.

Signed as a Deed and delivered by:

Francesca Fenwick of 18 Victory Avenue, Morden, Surrey SM46DL.

Signature of Guarantor:

Francesca Fenwick

in the presence of:

Signature of Witness:

John Davis

Witness name:

JOHN DAVIS

Witness address:

CHESTNUT COTTAGE

9 CRICKET GREEN, MITCHAM CR4 4LB.

Witness Occupation:

INDEPENDENT WINE CONSULTANT

206

Received 19th July + posted off the
same day.

Andrew Kelso

Tel: 07876 742423
andy@kelsoproperty.co.uk

26 Cleveland Road
Lytham, Lancs, FY8 5JH

Standing Order Mandate

Bank Name	HSBC Chipping Norton
Bank Address	18 Market Place, Chipping Norton, Oxon
Bank Postcode	OX7 5NE
Account Holder's Name	MR J A F PHILIP
Account Number	01467697
Sort Code	40-17-19
Signature	
Date of Signature	16/07/17

Please pay the following

A **Single** payment of £433.33
(amount in words) Four hundred and thirty-three pounds and 33 pence only
On 27th June 2017

Followed by **Regular**
payments of:

(amount in words)

Commencing on

Frequency

Final payment date

Standing Order for 206
Mosley Road from James
Philip.

33 pence only

Sort Code

Account Number

Beneficiary's name

Bank details

Sorry it is so late. I hope
the summer payment goes through.
Email me if you have any
problems. james.philip95@gmail.com
Thanks.