

## **GUARANTEE DEED - APPLICATION FOR DEPUTYSHIP ORDER**

**BY ENTERING INTO THIS GUARANTEE YOU MIGHT BECOME LIABLE INSTEAD OF OR AS WELL AS THE RESIDENT, UNLESS ALL CHARGES ARE PAID IN FULL BY «END\_DATE»**

**YOU MAY WISH TO SEEK INDEPENDENT LEGAL ADVICE BEFORE ENTERING INTO THIS GUARANTEE.**

**THIS DEED IS MADE ON «MOVINGIN\_DATE»**

**BETWEEN:-**

- (1) «Guarantor\_1» «and\_if\_2\_Gs» «Guarantor\_2» (“the Guarantor”) and
- (2) «Home» «Company» (“the Provider”)

### **RECITALS**

1. «Resident» moved into «Home» «Room» on «Movingin\_Date».
2. The Guarantor has agreed with the Provider to enter into this Guarantee Agreement.

### **DEFINITIONS AND INTERPRETATIONS**

In this Guarantee Agreement:-

- A. “Guaranteed Obligations” means all monies, debts and liabilities of any nature from time to time due, owing or incurred by the Resident to the Provider on any current or other account under or in connection with any present or future services provided by the Provider to the Resident arising out of any agreement or otherwise.
- B. “Resident” means «Resident».

The Guarantor[s] **JOINTLY** and **SEVERALLY COVENANT[S]** with the Provider and without the need for any express assignment with all its successors in title as follows:

1. The Guarantor guarantees to the Provider that the Resident shall pay the Guaranteed Obligations and if the Resident fails to pay any of these obligations, the Guarantor shall pay or observe and perform them.
2. The Guarantor’s liabilities and obligations arise immediately on the date of this Deed but the Provider agrees that it will only enforce the provisions of this agreement against the Guarantor if either of the following applies:
  - a. The Deputyship Order has been granted by the Court of Protection and the total sum of the cumulative Guaranteed Obligations has not been paid in full within two months of the Deputyship Order having been granted, or;
  - b. Until «End\_Date», at least «Amount» of the cumulative Guaranteed Obligations has not been paid to the Provider by the first day of each calendar month, or;
  - c. By «End\_Date», the total sum of the cumulative Guaranteed Obligations has not been paid in full.
3. This guarantee is freely assignable or transferable by the Provider but the Guarantor may not assign any of his or her rights and may not transfer any of his or her obligations under this guarantee.
4. The liability of the Guarantor under this guarantee shall not be reduced, discharged or otherwise adversely affected by:
  - a. Any time or indulgence granted by the Provider to the Resident or any neglect or forbearance of the Provider in enforcing the payment of the Guaranteed Obligations or any of the Resident’s covenants or other terms of any agreement.
  - b. Any variation of the terms of any agreement between the Landlord and the Tenant.
  - c. Any other act or thing by which but for this provision the Guarantor[s] would have been released
5. This guarantee and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in

accordance with, the law of England and Wales. The parties to this guarantee irrevocably agree that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this guarantee or its subject matter or formation (including non-contractual disputes or claims). Nothing in this clause shall limit the right of the Provider to take proceedings against the Guarantor in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

**SIGNED and DELIVERED**

as a **DEED** by the said «Guarantor\_1»

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in the presence of:-

Witness's signature:

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Witness's name:

Address:

Occupation:

**SIGNED and DELIVERED**

as a **DEED** by the said «Guarantor\_2»

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in the presence of:-

Witness's signature:

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Witness's name:

Address:

Occupation: