



BORGER KELLY GREEN PTY LTD ABN: 496 33480752
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BRISBANE · SUNSHINE COAST · GYMPIE

Personal Guarantee

6. PERSONAL GUARANTEE

6.1 In consideration of Borger Kelly Green Pty Ltd ABN 49633480752 (BKG) agreeing to supply goods or services or both on credit to the applicant at my/our request, I/We Guarantee separately and together to

BKG the performance by the applicant of each obligation under an agreement between the applicant and BKG.

6.2 I/We each agree to pay BKG on demand any money payable to BKG by the applicant plus all expenses incurred by BKG as a result of default by the applicant or by us.

6.3 I/We each charge with the payment of the moneys secured by this Guarantee all my /our beneficial interest in land held now or in the future by me/us. I/We agree that if demand is made to me/us by BKG, I/ We will immediately execute a mortgage or other instrument as requested by BKG. If I/We fail to do so within a reasonable time of being so required, I/We hereby irrevocably and by way of security, appoint any credit manager or solicitor engaged by BKG to be my/our true and lawful attorney to execute and register such instrument. I/We consent to BKG lodging a caveat against real property owned by me/ us to protect BKG's interest under the Guarantee. I/We agree to waive all rights inconsistent with anything in the Guarantee.

6.4 BKG is not required to inform me/us of the amount of credit it gives the applicant. This Guarantee is not limited to the amount shown in this application as CREDIT

REQUIRED PER MONTH. I/We understand that BKG may give to the applicant more credit than the applicant has asked for in this application.

6.5 This Guarantee is a continuing Guarantee and operates even if BKG has given the applicant time to pay, the applicant becomes insolvent, BKG stops supplying credit to the applicant, an agreement between BKG and the applicant is unenforceable for any reason or BKG does not act promptly to enforce its rights.

6.6 I/we shall deemed to become the principal debtor to BKG and agree that the guarantee shall not in any way be affected by BKG granting time or other indulgences to the applicant and that the guarantee shall bind my/our representatives.

6.7 I/We understand that we may only withdraw from this guarantee after giving BKG 14 days prior written notice. Even then this Guarantee will continue in force for all agreements entered into between the applicant and BKG before the Guarantee is withdrawn.

7. PRIVACY AUTHORITY

7.1 I/We agree that for the purpose of assessing whether to accept me/us as guarantors for credit provided to the applicant BKG may obtain from a credit-reporting agency a credit report containing personal information about me/us

	Signature	Full Name	Address
1. Guarantor	_____	_____	_____
2. Guarantor	_____	_____	_____
Witness	_____	_____	_____