

**GUARANTEE AND INDEMNITY ("Guarantee")**

**(If the Customer is a Company then this form should be completed by a Director of the Company)**

<b>TO : WHITSUNDAY FOODSERVICE PTY LTD ("CREDIT PROVIDER")</b>	
Customer (Company Name and Trading Name) :	
Trading Address :	
Director/Guarantor's Name :	
Private Address :	
Director/Guarantor's Name :	
Private Address :	
Director/Guarantor's Name :	
Private Address :	

In Consideration of the Credit Provider having agreed to provide credit to the customer as per the Terms and Conditions of Supply that form part of the Credit Application Agreement ("The Agreement"), unless otherwise specified in writing, The Guarantor guarantees, or the Guarantors jointly and severally guarantee, as follows:

1. The Guarantors guarantee the due and punctual payment of all monies payable under the Agreement.
2. If the Customer is a limited company the Directors whose signatures appear below jointly and severally guarantee the indebtedness of the company and accept liability.
3. The Guarantor(s) will not be released from their obligations under this Guarantee and Indemnity by anything which would otherwise but for this provision would result in releasing them from this Guarantee and Indemnity under the law of sureties.
4. In order to give better effect to this Guarantee and Indemnity, the Guarantors declare that the Credit Provider shall be at liberty to act as though the Guarantors were principal debtors and the Guarantors hereby waive all and any of their rights as sureties which might at any time be inconsistent with the provision.
5. In the event of any default by the Customer the Guarantor(s) will indemnify the Credit Provider for any loss it may suffer including but not limited to any cost, expense or liability incurred either directly or indirectly by the Credit Provider for any breach of the Customer of its obligation to pay the Credit Provider.
6. The Guarantors agree to charge all beneficial interests (freehold and leasehold) in land and personal property held now or in the future by the guarantor(s) with the payment of monies and the compliance with all obligations secured by this guarantee. Each Guarantor agrees that if a demand is made upon him by the Credit Provider that guarantor will immediately execute a mortgage or other instrument of security, or consent to a caveat, as required by The Credit Provider.
7. The Guarantor agrees that the Credit Provider in accordance with the Privacy Act 1988 (Cth) may seek from a credit reporting agency a credit report containing personal information about the Guarantor to assess whether to accept the Guarantor as a Guarantor for credit applied for or provided to the Customer.
8. The Guarantor agrees that if the Credit Provider approves the Customer's application for credit this Guarantee remains in force until the credit facility covered by the Customers' application ceases. Any variation to terms will not invalidate this Guarantee.

Dated this ..... day of ..... 20 .....					
Director/Guarantor's Signature:		Director/Guarantor's Full Name:		Witness Name:	
				Witness Signature :	
Director/Guarantor's Signature:		Director/Guarantor's Full Name:		Witness Name:	
				Witness Signature :	
Director/Guarantor's Signature:		Director/Guarantor's Full Name:		Witness Name:	
				Witness Signature :	