

# Personal/Directors Guarantee and Indemnity

IN CONSIDERATION of NLA Logistics Pty Ltd and its successors and assigns ("NLA") at the request of the Guarantor (as is now acknowledged) supplying and continuing to supply goods and/or services to

("the Client") [Insert Company Name In Box Provided]

**I/WE (also referred to as the "Guarantor/s") UNCONDITIONALLY AND IRREVOCABLY:**

1. **GUARANTEE** the due and punctual payment to NLA of all monies which are now owing to NLA by the Client and all further sums of money from time to time owing to NLA by the Client in respect of goods and services supplied or to be supplied by NLA to the Client or any other liability of the Client to NLA, and the due observance and performance by the Client of all its obligations contained or implied in any contract or agreement with NLA, including but not limited to the Terms & Conditions of Trade signed by the Client and annexed to this Guarantee and Indemnity. If for any reason the Client does not pay any amount owing to NLA the Guarantor will immediately on demand pay the relevant amount to NLA. In consideration of NLA agreeing to supply the goods and/or services to the Client, the Guarantor charges all of its right, title and interest (joint or several) in any land, realty or other assets capable of being charged, owned by the Guarantor now or in the future, to secure the performance by the Guarantor of its obligations under this Guarantee and Indemnity (including, but not limited to, the payment of any money) and the Guarantor acknowledges that this personal guarantee and indemnity constitutes a security agreement for the purposes of the Personal Property Securities Act 2009 ("PPSA") and unequivocally consents to NLA registering any interest so charged. Furthermore, it is agreed by both parties that where the Guarantor is acting in the capacity as a trustee for a trust, then the Guarantor agrees to charge all its right title and interest in any land realty, or other assets capable of being charged in its own capacity and in its capacity as trustee and shall be subject to the PPSA Registration as stated above. The Guarantor irrevocably appoints NLA and each director of NLA as the Guarantor's true and lawful attorney/s to perform all necessary acts to give effect to this clause including, but not limited to, signing any document on the Guarantor's behalf which NLA may reasonably require to:
  - (a) register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register;
  - (b) register any other document required to be registered by the PPSA or any other law; or
  - (c) correct a defect in a statement referred to in clause 1(a) or 1(b).
2. **HOLD HARMLESS AND INDEMNIFY** NLA on demand as a separate obligation against any liability (including but not limited to damages, costs, losses and legal fees calculated on a solicitor and own client basis) incurred by, or assessed against, NLA in connection with:
  - (a) the supply of goods and/or services to the Client; or
  - (b) the recovery of monies owing to NLA by the Client including the enforcement of this Guarantee and Indemnity, and including but not limited to NLA's nominees contract default fee and legal costs; or
  - (c) monies paid by NLA with the Client's consent in settlement of a dispute that arises or results from a dispute between, NLA, the Client, and a third party or any combination thereof, over the supply of goods and/or services by NLA to the Client.

**I/WE FURTHER ACKNOWLEDGE AND AGREE THAT**

3. **I/We have received, read and understood NLA's Terms and Conditions prior to entering into this Guarantee and Indemnity and agree to be bound by those Terms and Conditions.**
4. This Guarantee and Indemnity shall constitute an unconditional and continuing Guarantee and Indemnity and accordingly shall be irrevocable and remain in full force and effect until all monies owing to NLA by the Client and all obligations herein have been fully paid satisfied and performed.
5. No granting of credit, extension of further credit, or granting of time and no waiver, indulgence or neglect to sue on NLA's part (whether in respect of the Client or any one or more of any other Guarantor(s) or otherwise) and no failure by any named Guarantor to properly execute this Guarantee and Indemnity shall impair or limit the liability under this Guarantee and Indemnity of any Guarantor. Without affecting the Client's obligations to NLA, each Guarantor shall be a principal debtor and liable to NLA accordingly.
6. The liability under this Guarantee and Indemnity shall not be discharged, abrogated, prejudiced or affected by:
  - (a) any alteration, modification, variation or addition to any contract or agreement in respect of the supply of goods and/or services;
  - (a) the liquidation, receivership, administration, bankruptcy, dissolution, compromise or scheme of arrangement in respect of the Client;
  - (b) any other act, omission or event which, but for this provision, might operate to discharge, impair or otherwise affect any obligations under this Guarantee and Indemnity of any of the rights, posers or remedies conferred by this Guarantee and Indemnity or by law.
7. The term "Guarantor" whenever used in this Guarantee and Indemnity shall, if there is more than one person named as Guarantor, mean and refer to each of them individually and all of them together unless the context otherwise requires, the obligations and agreements on the part of the Guarantor, shall include the Guarantor's executors, administrators, successors and permitted assignments (where applicable) contained in this Guarantee and Indemnity shall bind them jointly and severally.
8. **I/We have been advised to obtain independent legal advice before executing this Guarantee and Indemnity. I/we understand that I/we am/are liable for all amounts owing (both now and in the future) by the Client to NLA.**
9. I/we irrevocably authorise NLA to obtain from any person or company any information which NLA may require for credit reference purposes. I/We further irrevocably authorise NLA to provide to any third party, in response to credit references and enquiries about me/us or by way of information exchange with credit reference agencies, details of this Guarantee and Indemnity and any subsequent dealings that I/we may have with NLA as a result of this Guarantee and Indemnity being actioned by NLA.
10. The above information is to be used by NLA for all purposes in connection with NLA considering this Guarantee and Indemnity and the subsequent enforcement of the same.

**For and on behalf of the Client I/We confirm I/We have read, understood and accept the terms of this Guarantee and Indemnity and I/We agree to be bound by this Guarantee and Indemnity.**

<b>GUARANTOR-1</b>		
SIGNED: _____		
FULL NAME: _____		
HOME ADDRESS: _____		
DATE OF BIRTH: _____		
SIGNATURE OF WITNESS: _____		
NAME OF WITNESS: _____		
OCCUPATION: _____		
PRESENT ADDRESS: _____		
EXECUTED as a Deed this	day of	20____

<b>GUARANTOR-2</b>		
SIGNED: _____		
FULL NAME: _____		
HOME ADDRESS: _____		
DATE OF BIRTH: _____		
SIGNATURE OF WITNESS: _____		
NAME OF WITNESS: _____		
OCCUPATION: _____		
PRESENT ADDRESS: _____		
EXECUTED as a Deed this	day of	20____

- Note:
1. If the Client is a proprietary limited company, the Guarantor(s) must be the director(s) of the company.
  2. If the Client is a limited partnership, the Guarantor(s) must be the general partners
  3. If the Client is a sole trader or partnership the Guarantor(s) should be some other suitable person(s).
  4. If the Client is a club or incorporated society the Guarantor(s) should be the president and secretary or another committee member

**WARNING: THIS IS AN IMPORTANT DOCUMENT. YOU SHOULD SEE YOUR OWN LAWYER OR ADVISOR BEFORE SIGNING IT**