

Customer/Applicant: _____

BACKGROUND

- A. Each person signing this Guarantee and Indemnity as "guarantor" (collectively, the Guarantor) has requested that Focus Hire Pty Ltd (ABN 27 624 650 406) trading as Focus Machinery (Focus) supply the Customer/Applicant with goods, equipment and/or services (collectively, goods).
- B. In supplying the goods, Focus has relied on the Guarantor executing this Deed.

TERMS

1. The Guarantor agrees:
 - 1.1. to guarantee the due and punctual payment of all money presently owing or that in the future may be owing (guaranteed money) by the Customer, in respect of the cost of goods supplied by Focus to the Customer;
 - 1.2. as a separate severable and additional covenant and obligation to indemnify and keep Focus indemnified from and against all losses, costs, charges and expenses whatsoever that Focus may suffer or incur in relation to the supply of goods to the Customer (including any loss incurred as a result of Focus registering a PPS registration against the wrong entity or with the wrong identifiers or other details);
 - 1.3. that the above guarantee and indemnity are continuing, and that neither will be discharged or deemed to be discharged in any way by any payment to Focus other than the payment in full of the whole of the guaranteed money as provided by the Customer/Applicant; and
 - 1.4. to be liable to Focus as a principal and primary debtor for the payment of the guaranteed money.
2. The Guarantor freely charges all of its real and personal assets and agrees to execute on demand, a mortgage in registrable form in favour of Focus as mortgagee over all or any part of the Guarantor's real estate as Focus may require, including Focus placing a caveat on the title to any real estate the Guarantor(s) owns in respect of the grant of such mortgage.
3. The Guarantor irrevocably appoints Focus as the its attorney for the purpose of doing either in its own name or in its capacity as attorney all such acts, matters and things as Focus from time to time considers necessary or expedient for the purpose of effecting all the powers and authorities contained.
4. The Guarantor understands that they are personally liable for not only the debt or interest but also for all Focus expenses including, for example, its legal costs (at the normal rate paid by Focus) and debt collector's expenses relating to any transaction between the Customer and Focus.
5. Focus may obtain from a credit report agency a consumer credit report containing information about the Guarantor for the purpose of assessing whether the Guarantor is acceptable to Focus, and agrees that in so doing that Focus complies with the Privacy Act 1988 (Cth).
6. The Guarantor agrees:
 - 6.1. The term "Focus" includes its related entities, successors and assigns and the terms "Customer" and "Guarantor" include their respective executors, administrators and successors; and
 - 6.2. The singular includes the plural and if there is more than one Guarantor listed below, their obligations are joint and several.
7. The Guarantor declares that:
 - 7.1. it will make due and punctual payments to Focus upon demand being made by notice or letter given to the Guarantor and such demand or notice or letter shall be deemed to be duly made or given if the same shall be in writing and left at or sent by pre-paid post to the address of the;
 - 7.2. for the purpose of securing payment to Focus of the obligations and indebtedness and despite anything to the contrary contained in this Deed or any other rights which Focus may have:
 - (a) where the Guarantor is the owner of land, realty or any other asset capable of being charged, the Guarantor agrees to mortgage, charge or grant a security interest (as defined in the Personal Property Securities Act 2009 (Cth) (PPSA)) in their joint or several interest in the land, realty, other asset or personal property to Focus to secure all amounts and any other monetary obligation payable under this Deed;
 - 7.3. the Guarantor shall pay the costs, fees, charges and expenses including legal costs on a solicitor and own client basis incurred by Focus pursuant and incidental to this Deed or any matter arising out of or incidental to this Deed or the performance or failure to perform by the Guarantor of the covenants contained in this Deed;
 - 7.4. the Guarantor understands the nature and effect of the Guarantee and that the Guarantor has had the opportunity of obtaining independent legal advice before signing this Guarantee.
8. This Deed will be governed by the law of the Victoria.
9. Where the Guarantor uses or authorises the use of their signature in whatever form (such as electronically), including approving an authorised person to apply the Guarantor's signature to a document, or leaving an authorised person with the Guarantor's email address to provide authorisation to Focus, the Guarantor acknowledges and agrees it:
 - 9.1. has full knowledge of the Terms of Credit, the Terms and Conditions of Trade and all material circumstances related to or as stated in this application and any other agreement between the Customer and Focus;
 - 9.2. has provided the requisite authority and consent for the use of their signature or email address;
 - 9.3. acknowledges that Focus will rely on any signature or email received from the Guarantor as having been used or applied full and complete authority (express, implied or ostensible); and
 - 9.4. understands the nature and effect of the application, the Terms of Credit, Terms and Conditions of Trade, this Deed, and any other agreement between the Customer and Focus.

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

Executed as a Deed

Guarantor 1

Signed, sealed and delivered by:

Name:

Signature:

Witness Name:

Witness Signature:

Guarantor 2

Signed, sealed and delivered by:

Name:

Signature:

Witness Name:

Witness Signature:

Guarantor 3

Signed, sealed and delivered by:

Name:

Signature:

Witness Name:

Witness Signature:

Focus Machinery

Signed, sealed and delivered by:

Name:

Signature:

Witness Name:

Witness Signature: