

Guarantee Terms

As consideration for UPHIRE Pty Limited (ABN 39 159 148 320) (UPHIRE) hiring the Equipment to the Customer under the Hire Terms and Conditions, where required by UPHIRE, the Guarantor(s) (I/We), as joint and several guarantor(s) agree to be personally bound to the following:

The Guarantor(s) hereby:

- 1 Jointly and severally guarantees to UPHIRE the due and punctual payment of all money presently owing or any money that may be owing in the future by the Customer, in respect of the cost of Equipment supplied to the Customer by UPHIRE and any other sums payable by the Customer to UPHIRE (hereinafter collectively called "**Guaranteed Money**").
- 2 Jointly and severally agrees to indemnify and keep UPHIRE indemnified from and against all Loss and Claims whatsoever in relation to the supply of Equipment and operation of the Equipment by the Customer.
- 3 Covenants, acknowledges and agrees as follows:
 - (a) The provisions of this guarantee shall continue until payment to UPHIRE of the whole of the Guaranteed Money as cleared funds.
 - (b) The Guarantor is liable hereunder as a principal and as a primary debtor for the payment of the Guaranteed Money to UPHIRE.
 - (c) This guarantee is valid and enforceable against the Guarantor and the liability of the Guarantor continues and may be enforced by UPHIRE notwithstanding:
 - (i) that no steps or proceedings have been taken against the Customer or any other Guarantor;
 - (ii) any indulgence or extension of time granted by UPHIRE to the Customer or any other Guarantor;
 - (iii) the death or bankruptcy or winding up of the Customer or any other Guarantor.
 - (d) The Guarantor will not compete with UPHIRE for any dividend or distribution in the event of the Customer being declared bankrupt, going into liquidation or being wound up or entering any deed or scheme of arrangement or assignment or composition in respect of its affairs or its assets and liabilities.
- 4 The Guarantor hereby acknowledges having given its consent to UPHIRE to obtain from a credit reporting agency consumer credit report containing information about it for the purpose of UPHIRE assessing whether to accept the Guarantor as a guarantor for credit granted to the Customer.
- 5 In consideration of UPHIRE providing Equipment to the Customer, I/We hereby grant UPHIRE an equitable charge over all of my/our present and after acquired property, including but not limited to a caveatable charge over all real estate, as security for the guarantee granted by Me/Us.
- 6 The term "UPHIRE" includes its successors, and assigns and any related entity of UPHIRE involved in the provision of goods and services to the Customer.
- 7 The terms "Customer" and "Guarantor" include their respective executors, administrators and successors.

Guarantor

Date

Signature

Name (Please print)

Address

Date of Birth

Guarantor

Date

Signature

Name (Please print)

Address

Date of Birth
