

**GUARANTEE**

IN CONSIDERATION OF Superior Food Services ("SFS") agreeing to:

(a) sell goods and/or (b) provide services and/or (c) extend credit and/or (d) provide time for payment of its trading accounts with SFS to the Applicant described in the attached Application for credit account as the Applicant the Guarantor described in this Guarantee as the Guarantor HEREBY GUARANTEES COVENANTS and binds myself jointly and severally with the Applicant in favour of SFS for the payment of any amount which is now due or owing or which may hereafter become due or owing by the Applicant to SFS.

And the Guarantor HEREBY FURTHER GUARANTEES COVENANTS AND AGREES to and with SFS as follows:

1. that the Applicant will pay to SFS all monies payable by the Applicant to SFS on that trading account as and when they fall due for payment and if at any time default shall be made in the punctual payment of any monies for the time being payable by the Applicant on that trading account the Guarantor will on demand pay to SFS the whole of such monies due or payable to SFS and the Guarantor will on demand pay and make good all losses damages claims costs charges and expenses sustained or incurred by SFS by reason or in consequence of such default by the Applicant and that in the event of any default as aforesaid the Guarantor will indemnify and keep indemnified SFS from and against all loss of monies and all losses damages claims costs charges and expenses whatsoever that SFS may incur by reason of any such default on the part of the Applicant its successors or assignees;
2. That no time or other indulgence granted to the Applicant nor any variation in the terms of any contract, agreement or arrangement between SFS and the Applicant nor the release by SFS of any guarantee of security held by SFS shall in any way affect the liability of the Guarantor and that as between SFS and the Guarantor no cheque, bill of exchange or promissory note received by SFS in respect of the Applicant's indebtedness to it shall be regarded as whole or part satisfaction of the obligations in respect of which it is given unless and until the same shall have been met;
3. This Guarantee is a continuing one and shall not be determined or discharged by reason of the liquidation (voluntary or otherwise) or of the reconstruction or of the amalgamation with any other company or the death or bankruptcy of the Guarantor or the Applicant or their successors and assigns;
4. SFS shall be at liberty to act as though the Guarantor was the principal debtor and the Guarantor hereby waives all or any of his rights and sureties which may at any time be inconsistent with any provision hereof;
5. Where the Guarantor comprises two or more parties the covenants and obligations on the part of the Guarantor herein contained shall bind such parties and any two or more of them jointly and each of them severally;
6. The discharge, extinguishment or postponement by bankruptcy, operation of law, act of parties or otherwise of any part of the indebtedness of the Applicant shall not impair or affect the liability of the Guarantor hereunder;
7. If any payment made to SFS by or on behalf of the Applicant or the Guarantor shall subsequently be avoided by any Statutory Provision or otherwise howsoever such payment shall be deemed not to have discharged the Guarantor's liability and in such event SFS and the Guarantor shall be restored to the position in which they would have been if such payment had not been made;
8. Any notice or demand shall be deemed to be duly made and given if it is forwarded in writing and posted to the Guarantor at the address of the Guarantor shown in the schedule of the Guarantee or any other address given by the Guarantor to SFS;
9. That SFS in accordance with the Privacy Act and Privacy Amendment Act may seek from a credit reporting agency a credit report containing personal information about me/us to assess whether to accept me/us as a Guarantor for credit applied for or provided to the applicant whose name appears below;
10. SFS may give information about you to a credit reporting agency for the following purposes: to obtain a consumer credit report about you, and/or allow the credit reporting agency to create or maintain a credit information file containing information about you. This information is limited to: identity particulars - your name, sex, address (and the previous two addresses), date of birth, name of employer, and drivers licence number, your application for credit or commercial credit, the fact that you have applied for credit and the amount, the fact that SFS is a current credit provider to you, loan repayments which are overdue by more than 60 days, and for which debt collection action has started, advice that your loan repayments are no longer overdue in respect of any default that has been listed, information that in the opinion of SFS you have committed a serious credit infringement (that is, acted fraudulently or shown an intention not to comply with your credit obligations), dishonoured cheques - cheques drawn by you for \$100 or more which have been dishonoured more than once. **Period to which this understanding applies.** This information may be given before, during or after the provision of credit to you.
11. That SFS approves the applicant's application for credit this agreement remains in force until the credit facility covered by the applicants application ceases;
12. In the interpretation of the Guarantee the masculine shall include the neuter and/or feminine genders as the context requires.
13. (a) The Guarantor acknowledges that upon the execution of this Guarantee he/she is simultaneously charging his/her present and future properties in favour of SFS as security for credit provided to the Applicant by SFS.  
The Guarantor undertakes to keep the credit provider informed of any change in ownership of  
(i) the Guarantor real property recorded hereon: and  
(ii) any property not recorded hereon that becomes registered in the name of the Guarantor

Dated This ..... day of ..... / .....

**SCHEDULE - GUARANTORS DETAILS (Note - Signature only valid if Witnessed)**

	GUARANTOR - PRINT NAME	GUARANTOR - RESIDENTIAL ADDRESS	
	GUARANTOR - SIGNATURE	WITNESS - PRINT NAME	WITNESS - SIGNATURE
	GUARANTOR - PRINT NAME	GUARANTOR - RESIDENTIAL ADDRESS	
	GUARANTOR - SIGNATURE	WITNESS - PRINT NAME	WITNESS - SIGNATURE
	GUARANTOR - PRINT NAME	GUARANTOR - RESIDENTIAL ADDRESS	
	GUARANTOR - SIGNATURE	WITNESS - PRINT NAME	WITNESS - SIGNATURE
	GUARANTOR - PRINT NAME	GUARANTOR - RESIDENTIAL ADDRESS	
	GUARANTOR - SIGNATURE	WITNESS - PRINT NAME	WITNESS - SIGNATURE

**OFFICE USE ONLY** Account Manager Name: \_\_\_\_\_ CATEGORY: \_\_\_\_\_

**Account Managers Please provide Trading Name:** \_\_\_\_\_ TYPE OF BUS: \_\_\_\_\_

Notes: \_\_\_\_\_