



Guarantee and Indemnity

Name of Credit Applicant: _____

Guarantor's Full Name: _____

Guarantor's Address: _____

Guarantor's Full Name: _____

Guarantor's Address: _____

CONDITIONS ATTACHING TO CREDIT ACCOUNTS

The terms and conditions set out in this form will apply to credit extended by Pink Fence Pty Ltd ACN 148 994 370 as Trustee for the Pink Fence Hire Trust ABN 59 520 067 124 (hereinafter referred to as the 'Supplier').

DEFINITIONS

- (a) "Equipment" means all products hired out by Pink Fence Pty Ltd and its associated entities, all accessories and associated products hired to the Applicant and includes any cost of restitution for damaged or lost hire goods and any ancillary services provided by the Supplier.
- (b) Supplier means Pink Fence Pty Ltd and its assigns and successors or any of its related companies or associated businesses and their assigns and successors from whom goods are hired or purchased on account.
- (c) Applicant means the party/parties making the Credit Application.
- (d) Singular words include the plural and vice versa and where there is more than one Guarantor they shall be bound jointly and severally.

CONFIDENTIAL PERSONAL GUARANTEE AND INDEMNITY

In consideration of the Supplier hiring equipment to the Applicant at the Applicant's request:

- 1. I/We will indemnify the Supplier against any loss, costs, charges and expenses of any nature which it might incur as a result of any default of the Applicant.
- 2. I/We will undertake to pay on demand to the Supplier all outstanding monies due and owing or unpaid to the Supplier now or at any time in the future for equipment which has been supplied or may be supplied by it from time to time.
- 3. Both my/our indemnity and my/our Guarantee are continuing security and will not be affected:
 - a. If the Supplier:
 - i. Grants any extension of time or any other indulgence to the Applicant;
 - ii. Refuses further credit to the customer Applicant;
 - iii. Varies the terms of the Applicant's account which may include an increase in costs for the equipment or the arrangements between the Supplier and the Applicant are changed in any other way (even if this increases my/our liability under this guarantee and indemnity);
 - b. By the release of any of the Guarantors or if this guarantee is unenforceable against any one or more guarantors;
 - c. If any payment by the Applicant is later avoided by law due to insolvency or other factors.
- 4. I/We agree that my/our liability will not be affected or diminished in any way if my/our position changes including (but not limited to) by death, incapacity or retirement. If by death, liability vests in the estate.
- 5. I/We agree that each application for credit made by the Applicant to any of you as the Supplier shall be deemed to have been accepted from the date of the first invoice to the Applicant and without further notice to me/us this agreement shall immediately have effect as an agreement under seal between me/us and each of you which becomes a Supplier.
- 6. This guarantee and indemnity extends to credit given to the Applicant in the future by a company which is not now, but is then a related body corporate of Pink Fence Pty Ltd and its assigns and successors and may in such case be enforced by Pink Fence Pty Ltd and any of its assigns or successors.
- 7. This guarantee may only be withdrawn by giving the Supplier fourteen (14) days' notice in writing by Registered Mail, but will continue in force with respect of all debts incurred by the Customer up to the date of receipt of the notice as evidenced by the Australia Post Registered Mail notification.
- 8. I/We agree that before providing credit to the Applicant, the Supplier may seek from a credit agency a credit report containing personal information about me/us to assist in deciding whether to accept me/us as a guarantor for the customer. I /We authorise and consent to the Supplier being provided with this information.
- 9. For the purpose of securing the obligation and liabilities entered into under this guarantee, I/we agree to charge with the due and punctual payment and the complete performance of securing the obligations and liabilities, all my/our legal and equitable interest (both present and future) of whatsoever nature held in any and all real property and I/we hereby consent to the Supplier lodging a caveat or caveats noting its proprietary interest hereunder. I/we agree to execute any documents and do all such things as may be required by the Supplier to affix such security upon demand by the Company.

I /We have read and hereby accept the above conditions of this Guarantee and Indemnity.

Dated this _____ day of _____ 20__

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Signature of Guarantor

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Full Name of Guarantor

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Signature of Witness

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Full Name of Witness

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Signature of Guarantor

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Full Name of Guarantor

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Signature of Witness

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Full Name of Witness