

Application for Trade Account Guarantee and Indemnity

In consideration of **Southern Plumbing** and “its associates” (“**Southern Plumbing**”) providing or continuing to provide goods/services to the below named debtor (“**Debtor**”):

Debtor Name:

ACN/ABN:

The following Guarantor/s hereby agree to guarantee jointly and severally the obligations of the Debtor:

1. Name:

Occupation:

Address:

Email:

Mobile:

2. Name:

Occupation:

Address:

Email:

Mobile:

3. Name:

Occupation:

Address:

Email:

Mobile:

The Guarantor(s) enter into this Deed of Guarantee and Indemnity (“Deed”) on the following terms and where the Guarantor consists of more than one person jointly and severally agrees with Southern Plumbing as follows:

1. The Guarantor guarantees to Southern Plumbing the payment by the Debtor for goods and/or services as have been supplied from time to time at the Debtor’s request and to be responsible to Southern Plumbing for the payment of all moneys which are now payable or may become payable by the Debtor to Southern Plumbing.
2. This guarantee is given for valuable consideration and is a continuing guarantee to Southern Plumbing for the whole of the Debtor’s indebtedness or liability to it in respect of goods and/or services supplied to the Debtor on any other account however or whatever arising.
3. This guarantee is binding on the Guarantor’s personal representatives and shall be for the benefit of Southern Plumbing and its successors and/or assigns.
4. Southern Plumbing may at any time at its sole discretion and without giving any notice whatsoever

to the Guarantor refuse to provide further services to the Debtor and/or the Guarantor.

5. Where the Guarantor consists of more than one person this Deed is enforceable against all persons signing as Guarantor jointly and severally. Where more than one person is included as Guarantor all references to one Guarantor shall be construed as including the plural.
6. Regardless of the fact that this Deed is expressed to be signed and given by more than one person, the Deed shall be valid and effectual against each person included as a Guarantor upon their signing this Deed and shall continue to be binding as against each person even if any person proposed or contemplated to sign this Deed does not in fact sign this Deed.
7. Southern Plumbing shall be at liberty at any time to release or discharge the Guarantor or any of the persons included as Guarantor from the obligations of this security, give time to make payment, and/or accept any composition from or make any other arrangements with any of these persons. If Southern Plumbing elects to do so, this will not have the effect of releasing or discharging the other

Guarantor(s) or otherwise prejudicing or affecting the rights and remedies of Southern Plumbing against the other persons included as Guarantor(s), provided that any part payment or indulgence granted by Southern Plumbing in writing shall constitute discharge of liability to the extent of such part payment or indulgence.

8. (a) The Guarantor hereby indemnifies Southern Plumbing against any and all losses and expenses incurred by Southern Plumbing, including legal costs on a solicitor/client basis, directly or indirectly arising from any default whatsoever on the part of the Debtor under its contract with Southern Plumbing for goods and/or services or otherwise. The Guarantor is primarily liable for the Debtor's indebtedness to Southern Plumbing and Southern Plumbing can enforce the terms of this Deed against the Guarantor without first enforcing its rights against the Debtor.

(b) The Guarantor hereby charges all of its or his or her real and personal property (including all property acquired after the date of this Deed) whatsoever and wheresoever situated, including land (if any) referred to in this Deed and all of its or his or her estate and interest therein, in favour of Southern Plumbing to secure the payment of all sums of money, whether present, future or contingent, to which the Guarantor may become liable to pay to Southern Plumbing. The Guarantor covenants to deliver to Southern Plumbing within seven (7) days of written demand a memorandum of mortgage in registrable form payable on demand and incorporating the covenants contained in Memorandum No. Q860000 registered at the Land Titles Office in Sydney and authorises and consents to Southern Plumbing taking all actions necessary to give effect to this security including the lodgement of a Caveat upon Title of the Guarantor's Real Property. The Guarantor hereby irrevocably

appoints Southern Plumbing and any person nominated by Southern Plumbing as the attorney of the Guarantor with power to execute sign, seal and deliver (which delivery may be subject to such terms and conditions as the attorney thinks fit) any such mortgage or other document to give effect to this security.

(c) If the charge created by Clause 8(b) is or becomes void or unenforceable, it may be severed from this Deed without any effect on the validity of the Deed and the Guarantor shall not be exonerated in the whole or in part, nor shall Southern Plumbing's rights, remedies or recourse against the Guarantor be in any way prejudiced or adversely affected by such severance.

9. Certificate of Debt duly signed by a representative of Southern Plumbing shall be prima facie evidence and proof of the moneys owing by the Debtor to Southern Plumbing at that time.

10. The Guarantor acknowledges that Southern Plumbing has afforded it the full and unrestricted opportunity to seek independent legal advice on the Guarantor's obligations under the Deed prior to signing of this Deed.

11. The Guarantor acknowledges that the Guarantor has independently made enquiries of the Debtor regarding the Debtor's past and prospective dealings with Southern Plumbing and is satisfied as to the extent of obligations arising from this Deed. The Guarantor further acknowledges that Southern Plumbing is under no obligation to notify the Guarantor of any changes to its trading terms or dealings with the Debtor.

12. The Guarantor agrees that this Deed is governed by the laws of the state of New South Wales and irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of New South Wales.

SIGNED SEALED AND DELIVERED ON

(date) **BY**

1.

2.

3.

X

X

X

Signature

Signature

Signature

Print Name

Print Name

Print Name

X

X

X

Witness Signature

Witness Signature

Witness Signature

Witness Name

Witness Name

Witness Name

Witness Address:

Witness Address:

Witness Address: