
PERSONAL GUARANTEE AND INDEMNITY

To: HUNTER READYMIXED CONCRETE PTY LIMITED, ITS SUCCESSORS, ASSIGNS, SUBSIDIARIES, AFFILIATES AND ASSOCIATES (HEREINAFTER REFERRED TO AS 'THE COMPANY') IN CONSIDERATION OF AT THE REQUEST OF,

.....AND.....
(Director 1) (Director 2)

OF.....OF.....
(Address) (Address)

(HEREINAFTER REFERRED TO AS 'THE GUARANTORS'), HAVING SUPPLIED AND/OR AGREEING TO SUPPLY OR TO CONTINUE TO SUPPLY GOODS AND/ OR SERVICES TO:

.....
(Company name)

OF.....
(Principal place of business)

(hereinafter referred to as 'THE CUSTOMER'), THE GUARANTORS HEREBY GUARANTEE to without any limitation of liability, meet the due payment of all sums which may now or hereafter be or become due by THE CUSTOMER to THE COMPANY for the supply of goods and/or services and for monies which now or hereafter be or become owing or payable by THE CUSTOMER to THE COMPANY on any account or in any manner whatsoever AND HEREBY INDEMNIFY THE COMPANY for any/all recovery expenses incurred should action to effect recovery of monies due prove to be necessary AND IT IS HEREBY AGREED AS FOLLOWS:

1. This guarantee and indemnity shall be a continuing guarantee and indemnity and shall bind THE GUARANTORS jointly and severally and their respective executors, administrators and assigns and shall not be determined as against remaining guarantors by the death or bankruptcy of any other guarantor.
2. This guarantee and indemnity shall not be discharged or impaired by reason of any time or indulgence granted by THE COMPANY to THE CUSTOMER or any composition arrangements or variation of the obligations between them or by reason of THE GUARANTORS not being given notice thereof.
3. If any payment of money, conveyance or transfer or property or charge thereon by THE CUSTOMER to THE COMPANY in reduction of its indebtedness be later declared to be void as against any liquidator of THE CUSTOMER, the amount of the debt of THE CUSTOMER shall include the amount for which credit has been previously given and which was declared void against the liquidator, and any discharge of the obligations of THE GUARANTOR.
4. THE GUARANTORS must not prove or claim in any liquidation, composition, arrangement or assignment for the benefit of creditors until THE COMPANY has received all monies owing to it by THE CUSTOMER and must hold any proof, claim or dividend received by them on trust for THE COMPANY.
5. THE GUARANTORS shall be liable to THE COMPANY as principal debtors for all goods or services supplied and obligations incurred in the name of THE CUSTOMER and shall indemnify THE COMPANY against loss for any payments received from THE CUSTOMER, which are subsequently declared to be preferential.
6. That THE GUARANTORS charge all their interest in Real Property both (a) present and (b) future in order to secure payment of any and all monies which are now or hereafter become due and payable by THE CUSTOMER to THE COMPANY and consent to be lodgement by THE COMPANY of a caveat or caveats noting its interest pursuant to such charge and indemnify THE COMPANY for all legal costs and fees in respect of such charge and caveats as well as any and all other costs it may incur in seeking to recover monies due and owing by THE CUSTOMER to THE COMPANY.
7. That a certificate signed by THE COMPANY Financial Controller or Credit Manager or their nominee, stating the sum due and owing by THE CUSTOMER, shall be prima facie evidence that the sum so stated is the sum due and owing to THE COMPANY as at the date of such certificate.
8. The liability of such one or more GUARANTORS who have signed this guarantee and indemnity shall not be affected by any other proposed GUARANTOR not signing this guarantee, the invalidity of the guarantee of any one or more GUARANTORS, or by the failure to obtain the release of discharge of or the failure of neglect to enforce or recover under any other guarantee or security.
9. That THE COMPANY may, in accordance with the PRIVACY ACT 1988:

- a) Give to a credit reporting agency personal information in relation to this credit application, including full name, current address and drivers licence number; and
 - b) Obtain from a credit reporting agency a credit report containing personal information about THE GUARANTORS in order to assess his/her credit status; and
 - c) Give to and seek from credit providers named in THE CUSTOMER'S Trade Credit Application and credit providers named in the credit report information about THE GUARANTORS credit arrangements including the credit worthiness, credit standing, credit history, credit capacity or information otherwise permissible under the PRIVACY ACT 1988 for the following purposes;
 - i) Exchange information with other credit providers as to the status of any overdue payments under any agreement where THE GUARANTOR is in default;
 - i) To notify other credit providers of THE GUARANTOR'S default; and
 - ii) To assess THE GUARANTOR'S credit worthiness.
10. That THE GUARANTORS may, by written notice, deliver to the THE COMPANY at its relevant State Office address, as shown on its invoices and statements determine any future liability from the date of delivery of that notice but without being discharged in any way for indebtedness accrued, including orders/work in hand as at that date.

IN WITNESS WHEREOF THE GUARANTORS have executed this guarantee and indemnity on

<i>Day</i>	<i>Month</i>	<i>Year</i>

SIGNED, SEALED AND DELIVERED by the said:

GUARANTOR'S NAME – (PRINT)	(GUARANTOR'S SIGNATURE)

In the presence of:

WITNESS NAME – (PRINT)	WITNESS SIGNATURE
WITNESS ADDRESS – (PRINT)	

SIGNED, SEALED AND DELIVERED by the said

GUARANTOR'S NAME – (PRINT)	(GUARANTOR'S SIGNATURE)

In the presence of:

WITNESS NAME – (PRINT)	WITNESS SIGNATURE
WITNESS ADDRESS – (PRINT)	