



**Please Tick If You Would Like To Apply The Loss, Theft and Damage Waiver Fee**

**Yes**  **No**

If you do not wish to pay the Loss, Theft and Damage Waiver Fee you will need to **supply GSS with your current Certificate Of Insurance for hired in equipment**. If you **do not provide** a current Certificate of Insurance, the Loss, Theft and Damage Waiver Fee of 10% will be **applied automatically** to all hire charges

**ACKNOWLEDGEMENT AND AUTHORISATION**

1. By signing this application below I/We agree to be bound by the Hire Agreement Terms and Conditions as received with this document.
2. I/We state that the information provided by me/us is accurate, correct and true.
3. In accordance with the *Privacy Act 1988* (Cth), I/We authorize GSS and its related bodies corporate (as defined in the *Corporation Act 2001* (Cth)), to exchange with credit providers, credit reporting agencies and credit providers named as obtained through those agencies, information about me/our personal credit, commercial activities or commercial credit worthiness.
4. I/We confirm that I/We are authorized by the applicant to enter into this contract and bind the applicant to GSS.
5. I/We agree to be bound by your credit term, where accounts are due and payable within thirty (30) days of the end of month of invoice. Credit may be cancelled / suspended without notice if accounts are not paid by the due date. Interest at the rate of the current bank overdraft interest rate plus 2.5% per annum calculated daily will be charged on overdue accounts.
6. I/We will pay GSS any commissions, legal costs or expense paid by GSS to its Mercantile or Collection Agents and/or Lawyers in relation to the collection of any moneys owed to GSS that are not paid within the terms of credit provided.

Signature :

Signature :

Name :

Name :

Title:

Title:

Date:

Date:

**GUARANTEE AND INDEMNITY**

**To : Mary Donald Nominees Pty Ltd (ACN 008 804 368) as trustee for the DJ MacCormick Family Trust (ABN 96 126 176 094) trading as GROUND SUPPORT SYSTEMS (AUST) and its related bodies corporate (as defined in the *Corporations Act 2001* (Cth)) hereinafter referred to as "GSS"**

**We GUARANTEE** payment to you of all monies and performance of all obligations including any past, present and future indebtedness or obligation by the Customer (as named in the "Credit Application" and which forms a part of this document ) or any of us arising from any past, present or future dealing with you and any GST applicable thereto,

**WE IDEMNIFY** you against all loss or damage arising from any past, present or future dealing with the Customer or any of us.

**WE AGREE:**

1. That this is a continuing guarantee.
2. That you must pay GSS on demand all the costs, expenses and liabilities GSS incurs in connection with enforcing, attempting to enforce, exercising any power or remedy under, or taking any other action in connection with this guarantee, you agree to provide on a full indemnity basis all:
  - a. administration costs including enforcement charges;
  - b. legal fees (including the costs of GSS's legal fees and expenses)
  - c. advisor's and agent's costs; and
  - d. any transaction covered by this guarantee.
3. That our liability under this guarantee is joint and several and will not be affected, waived or discharged by the reason of any time or indulgences granted by GSS or any variation or replacement of any arrangement with the Customer and,
4. That our liability under this guarantee shall not be affected, waived or discharged by the Customer becoming insolvent or entering into a Deed of Company Arrangement (DOCA) or by GSS voting in favour of or against, or abstaining from voting, in relation to any proposal by the Customer to enter into a DOCA and,
5. That this guarantee becomes binding on such of us that sign this guarantee irrespective of whether or not all intended signatories execute this guarantee and,
6. That GSS is entitled to recover against a Guarantor without having first taken steps to recover against the Customer or any

other Guarantor and,

- 7. That this guarantee may only be revoked as to future trading with the Applicant and any notice of revocation may only be given by pre-paid registered mail delivered to **Ground Floor, 200 Adelaide Terrace, Perth, Western Australia 6000** and shall not become effective until the expiration of **14 days** from the date of posting.
- 8. That any payment which is subsequently avoided by any law relating to insolvency shall be deemed not to have been paid and,
- 9. That we sign in both our personal capacity and as trustee of every trust of which we are trustee and,
- 10. That if the Customer is our subsidiary or any one of us is a director of the Customer, to notify you of any change in the Customer's structure or management including any sale or disposition of any part of the business of the Customer, any change in directorships, shareholders or management or change in partnership or trusteeship within 5 days of the date of any such change.

**WE HEREBY CHARGE** in your favour all our estate and interest in any land and in any other assets, whether tangible or intangible, in which we now have any legal or beneficial interest or in which we later acquire any such interest, with payment of all monies owed by the Applicant or any of us and consent to the lodging by GSS of a caveat or caveats which note your interest in that real property .

**WE FURTHER AGREE** that this agreement and any claim or dispute between GSS, the Customer or any of us shall be governed by the law applicable in the State (as defined in the Hire Agreement Terms and Conditions) and submit to the jurisdiction of the appropriate Court nearest the capital city of that State.

**DEFINITIONS:** "We" and "us" means each of the Guarantors jointly and severally. "You" and "your" means **GSS and its associated entities.**

**I/We have read and understood this document and have been advised, and given the opportunity, to seek independent legal advice.**

DATED this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

Name and signature(s) of Guarantor

1. Signature :.....

2. Signature:.....

Name : .....

Name:.....

Address: .....

Address: .....

Witness' Signature :.....

Witness' Signature :.....

Witness' Name : .....

Witness' Name .....