

DEED OF PERSONAL GUARANTEE AND INDEMNITY

Deed of Personal Guarantee and Indemnity

1. This Deed of Guarantee and indemnity is given in consideration of us granting credit to the Applicant.
2. The Guarantor hereby:
 - (i) unconditionally and irrevocably guarantees and agrees to be individually responsible for the payment of all monies now or at any time outstanding and remaining due and payable by the Applicant to us;
 - (ii) indemnifies us from and against any and all losses, costs, charges and expenses whatsoever that we may suffer or incur, including but not limited to professional collection costs and solicitors costs on an indemnity basis, as a consequence, whether directly or indirectly, of any failure by the Applicant to comply with its obligations pursuant to any agreement between us and the Applicant, including but not limited to the failure to pay any monies due and payable to us;
 - (iii) agrees that their obligations or liability under this Deed will not in any way be discharged, released or affected by:
 - (a) any of the obligations of the Applicant being unenforceable or void for any reason; and
 - (b) any indulgence or waiver being granted to the Applicant.
 - (iv) acknowledge that the obligations contained within this Deed are continuing and are as principal debtor not merely as surety.
 - (v) undertakes to promptly pay to us, on demand as a debt immediately due and payable by you to us, the whole of the amount that is stated in the demand to be owing to us by the Applicant.
3. In order to secure payment of all monies for which you may become liable to pay us pursuant to this Deed, you hereby charge in favour of us, by way of a charge, all current and future rights, title and interest in any of your current and future real property.
4. You acknowledge and agree that we shall be entitled to lodge a caveat over any current and future real property to secure our interests.
5. To give effect to the provisions of this Deed, you hereby irrevocably appoint us as your attorney to execute mortgages and charges (whether registerable or not) against your joint and/or several interests in any current or future real property in favour of us and in your name as may be necessary to secure your obligations and indebtedness to us.
6. Where there are two (2) or more guarantors, you are each jointly and severally liable for all the obligations under this Deed.
7. This Deed shall be governed by and interpreted under the laws of the Australian State in which the supplier of the Goods has its registered office and the parties shall submit to the non-exclusive jurisdiction of the courts of that state.
8. You acknowledge and accept that you have obtained, or had an opportunity to obtain, legal advice in relation to the terms of this Deed and the consequences of signing.
9. You acknowledge that you have signed the privacy statement on page 2 of this Application in your capacity as guarantor.

DATED THIS: DAY OF 20

SIGNED, SEALED AND DELIVERED BY GUARANTOR: SIGNED, SEALED AND DELIVERED BY GUARANTOR:

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FULL NAME: FULL NAME:

SIGNATURE OF WITNESS: SIGNATURE OF WITNESS:

FULL NAME: FULL NAME:

You should ensure that you read and understand this Deed of Guarantee and Indemnity. We recommend that you seek independent professional advice before signing this Guarantee and Indemnity.