

PERSONAL GUARANTEE, INDEMNITY AND CHARGE

This Guarantee is made on: _____ (insert full date)

BETWEEN THE SUPPLIER:

United Foodservice

Supplier Business Name

40 Riding Boundary Road, Ravenhall VIC 3023

Full Trading Address

AND THE GUARANTOR:

Guarantor Full Name

Guarantor D.O. B

Full Residential Address

Home Phone

Mobile Phone

Email

RECITALS

The Supplier and the Customer identified below have entered into an *on-going supply agreement* that commenced with a **Credit Application submitted by the Customer on/...../....., and in consideration of the Supplier agreeing at the request of the Guarantor to supply goods and services to the Customer, the Guarantor hereby grants this Deed of Guarantee, Indemnity and Charge and agrees as follows:**

THE CUSTOMER:

Full Business/Company Name

A.C. N

Full Trading Address

TERMS OF THE GUARANTEE

Definitions and interpretation.

References to laws include regulations, instruments, by-laws, and all other subordinate legislation or orders made by any authority with jurisdiction in respect of this Guarantee.

If any part of this Guarantee is found to be void, unlawful or unenforceable then that part will be deemed to be severed from the document and the severed part will not affect the validity and enforceability of any remaining provisions.

The laws of the State of Victoria apply to this Guarantee, and the parties submit to the exclusive jurisdiction of the Courts of Victoria.

Any change to this Guarantee **MUST BE IN WRITING AND SIGNED** by both parties.

An obligation imposed by this Guarantee on or in favour of more than one person binds or benefits all of them jointly and each of them individually.

The use of one gender includes the other and the singular includes the plural and vice versa.

This Guarantee is ongoing and binds that person's legal personal representative/executor.

General

The undersigned Guarantor hereby:

Guarantees the due performance and obligations of the Customer to the Supplier and to be subject to and agrees to be bound by all terms and conditions contained in the agreement between them;

Indemnifies and agrees to keep indemnified the Supplier from and against any and all damages, cost, losses and expenses which the Supplier may suffer or incur in any way out of or consequent upon or rising directly or indirectly out of the Agreement between the Supplier and the Customer, including costs and legal fees on a solicitor and own client basis;

Acknowledges that the liability of the Guarantor will not be affected by the granting of time or other indulgence or concession to the Customer, or by the compromise, release, abandonment, waiver, variation, relinquishment or renewal of any of the rights of the Company against the Customer or by any neglect or omission relating to sureties which would or

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might but for this provision release the Guarantor from their obligations;

- (a) Acknowledges and agrees that the Supplier is at liberty to act as though the Guarantor is the primary debtor jointly and severally liable with the Customer, and the Guarantor waives all rights either at law or in equity or under any statute that the Guarantor might otherwise be entitled to claim or enforce as a defence to any action brought by the Supplier;
- (b) Acknowledges that payment of Goods and Services Tax imposed by the Supplier by reason of supply of goods and services or both to the Customer shall also be guaranteed by the Guarantor.
- (c) I authorise the Supplier to conduct such credit and financial checks as deemed necessary at any time, and consent to such checks for the purposes of the Privacy Act 1988 (Cth), and consent to disclosure of such information to a credit reporting or recovery agents.

2. Charge

2.1 For the purpose of securing payment to the Supplier of all monies owing to it by the Customer, the Guarantor:

- (a) Hereby charges all of his/her beneficial interest in any real property in favour of the Supplier whether or not a demand has been made on the Customer or the Guarantor;
- (b) Agrees and consents to the Supplier registering a caveat over real property owned by the Guarantor to secure monies owing to the Supplier.

3. Warranties

3.1 The Guarantor gives the following warranties in the knowledge that the Supplier has relied on them in entering into this Deed of Guarantee:

- (a) That the Guarantor has read and understood this Deed;
- (b) That the Supplier has afforded the Guarantor full and unrestricted opportunity of seeking independent legal advice on the Guarantor's obligations under this Deed prior to the signing of this Deed;
- (c) That the Guarantor has sought and obtained such legal and accounting advice as they may have required before
- (d) executing this Deed.

Please read carefully before signing and seek independent legal advice about the terms of this document

IN WITNESS THEREOF THIS DEED HAS BEEN EXECUTED ON THE DATE SET OUT ABOVE.

Signed, sealed and delivered by **the Guarantor** in the presence of:

Signature of Guarantor

Print full name of Guarantor

Date

Signature of Witness

Print full name of Witness

Date