

## PERSONAL GUARANTEE OF INDEMNITY

IN CONSIDERATION OF REWARD NEWCASTLE PTY LTD T/AS: REWARD HOSPITALITY A.B.N. 37 612 832 167 or any of its associated and subsidiary companies in existence now or in the future, or any other agent or sub agent ( Whether disclosed or not), hereinafter called "the company, giving credit to:

Name of Registered Company / Business

(here in after called " the customer") for goods supplied on any account whatsoever, we / I agree to indemnify the company against all debt and costs caused by the customer.

Address

Guarantor

Name

Address

Guarantor

Name

Address

("The Guarantor's) hereby **JOINTLY AND SEVERALLY GUARANTEE** to the company the due and punctual payment of all monies owing or remaining unpaid to the Company by the customer as follows:

1. The Guarantors will pay to the company on demand without deduction or set-off, all monies then owing or from time to time remaining unpaid by the Customer including without limitation all interest, administration, collection and legal costs of recovery of such moneys, and the company need not first take recovery proceedings against the Customer.
2. This Guarantee shall be a continuing Guarantee to the Company for the whole of the Customer's indebtedness or liability to the Company from time to time howsoever and whenever arising and shall not be wholly or partially discharged by any payment until payment in full of all monies due by the Customer and it will not be affected by:
  - (a) The Company granting any time or other indulgence, compounding or compromising with or releasing the customer or any Guarantor or co-surety;
  - (b) The company taking or failing to take or enforcing or failing to enforce or holding any other security for the Customer's indebtedness or varying or surrendering any such security;
  - (c) Any change in the identity or proprietorship of the Customer.
  - (d) Any failure to notify the Guarantors of any dealings between the Company and the Customer, including any variation in the amount of credit allowed to the Customer or any failure to pay the Customer;
  - (e) The Company obtaining judgment against the Customer.
3. The Guarantors hereby indemnify the Company from any loss the company may suffer by reason of the customer becoming bankrupt or going into liquidation, or death, including any amount which might be paid to the Company by the customer but required to be repaid to the trustee in bankruptcy or liquidator of the customer.
4. The Guarantors undertake to the Company that this Guarantee will not be altered by any act of a third party including without limitation any deed if arrangement unless the Company agrees in writing to such third party act and if this Guarantee howsoever ceases to be effective or is avoided then this Guarantee shall be reinstated as a guarantee given immediately after it has become ineffective or avoided as if it was a fresh guarantee.
5. I/We acknowledge and specifically agree that the Company may request a credit report on me/us and such a report may contain consumer credit information to be given to it for the purpose of assessing this application by credit reporting agency, bank or financial institution. I/We agree that a credit reporting agency, bank or financial institution may give a credit report on me/us to the company.
6. I/We authorise the Company and its associated companies to obtain personal and/or confidential information about me/us from me/us or anyone else primarily for assessing the Customer's application for a credit account and the administration and collection of the account. I/We and consent to the Company, collecting, using, disclosing to the personnel of the Company and others my/our information for these purposes and for credit control generally.
7. The Guarantors hereby charge in favour of the Company as security for his/her/their obligations to the company, all right title and interest in any property (land and buildings) held now by the Guarantors alone or jointly with anyone or acquired by the Guarantors at any time hereafter. If the Customer defaults in payment of any amount owed to the Company, the Guarantors specifically authorise the company to lodge a caveat against any dealings with any such property without prior demand for payment from the Guarantors and hereby appoint the Company my/our Attorney for this purpose.
8. The Grantor grants to the Company a security interest in all present and after acquired property except any personal property of the Grantor which is not from time to time subject to a security agreement in favour of the secured party.
9. The Grantor will do all things necessary, including providing all information the Company requires to register a financing statement or financing change statement on the Personal Properties Security Register (**PPSR**) as a security interest and a purchase money security interest pursuant to the Personal Properties Security Act 2010 (**PPSA**).
10. The Grantor waives its right to receive a verification statement in respect of any financing statement or financing change statement in respect of the security interest created pursuant to these terms and conditions.
11. To the extent permitted by law, sections 130, 142, and 143 of the PPSA are excluded:
12. To the extent permitted by law, the Guarantor waives any rights it may have under sections 95, 123, 129(2), 132, 134(2), and 135 of the PPSA.

Dated this ..... day of .....in the Year .....

Signature of Guarantor

Name of Guarantor (PRINT)

Signature of Guarantor

Name of Guarantor (PRINT)

IN THE PRESENCE OF .....

Signature of Witness

Name of Witness

Office use only									
Warehouse	Rep Code	Territory	Industry	Delivery Code	Customer Code	Terms	Limit	Approval Signature	Class Type

Date Entered :

/ /

Name: