



Application for a Commercial Credit Account

PERSONAL GUARANTEE AND INDEMNITY IN FAVOUR OF SOUTHERN CROSS AUSTEREO PTY LTD AND ITS RELATED BODIES CORPORATE

(to be completed by all directors & proprietors of applicant)

This Guarantee and Indemnity is given in consideration of Southern Cross Austereo Pty Ltd ABN 78 109 243 110 and all related bodies corporate (as that term is defined in the Corporations Act 2001) (**SCA**) granting commercial credit to the Applicant* described below.

*Applicant Name _____ ACN/ABN _____

TERMS AND CONDITIONS

1. I/we (the Guarantor/s listed below) jointly and severally and unconditionally and irrevocably:
 - a) guarantee punctual payment to SCA of all amounts which the Applicant may now or at any time in the future owe to SCA on any account in any manner whatsoever and whether alone or jointly with any other person;
 - b) guarantee punctual and correct compliance with all obligations (including payment obligations) which the applicant owes now or may in the future owe to SCA;
 - c) indemnify and agree to keep indemnified SCA against any loss it may suffer if the Applicant does not meet any of its obligations.
2. The Guarantor/s acknowledge that:
 - a) SCA acts as agent for NBN Pty Limited ABN 68 000 232 486 (**NBN**) in relation to the marketing and selling of Advertising for broadcast by NBN on its television stations;
 - b) NBN holds the benefit of, and may exercise directly against the Guarantor/s, all of the rights of SCA under this Guarantee and Indemnity in relation to Advertising for broadcast on NBN's television stations, including, without limitation, the right for NBN to invoice the Applicant for, and to receive payment from the Applicant of, all Fees for Advertising for broadcast by NBN on its television stations.
3. This Guarantee and Indemnity creates a principal obligation from each Guarantor to SCA and is in addition to any security which SCA holds from the Applicant. This Guarantee and Indemnity may be enforced without SCA having to take steps against the Applicant or its security.
4. The liability of the Guarantor/s under this Guarantee and Indemnity shall not be affected by anything which but for this provision might operate to release the Guarantor/s from their obligations, in whole or in part, including (without limitation):
 - a) the granting by SCA (or NBN, as applicable) to the Applicant of a waiver, extension of time and/or indulgence;
 - b) the discharge and/or release of the Applicant;
 - c) the Guarantor/s ceasing to be director(s) of the Applicant;
 - d) any payment by the Applicant or the Guarantor/s being set aside in bankruptcy, or insolvency of or in litigation involving the Applicant or the Guarantor/s;
 - e) SCA (or NBN, as applicable) agreeing to extend or increase the credit limit imposed on the Applicant;
 - f) any transaction or arrangement that may take place between the Applicant and SCA (or NBN);
 - g) the failure or omission of SCA (or NBN) to give notice to me of any default of the Applicant; and/or
 - h) any legal limitation, disability, incapacity, death, bankruptcy or insolvency or other circumstances related to the Applicant or the Guarantor/s.



5. Any payments received by SCA (or NBN, as applicable) from the Applicant or any liquidator shall be applied by SCA (or NBN, as applicable) as payment in gross and any right of subrogation to SCA (or NBN, as applicable) which the Guarantor/s may have against the Applicant or liquidator shall not arise until SCA (or NBN, as applicable) has received the full amount of its claims against it, and this Guarantee and Indemnity shall be a security to SCA (and NBN, as applicable) for the payment of any balance that may remain owing.
6. This Guarantee and Indemnity shall be a continuing guarantee and indemnity and shall remain in full force and effect until all outstanding amounts are paid to SCA (and NBN, as applicable) and it provides to the Guarantor/s a written release of this Guarantee and Indemnity.
7. Each Guarantor hereby charges with payment of the moneys and the compliance with all obligations secured by this Guarantee and Indemnity all beneficial interests (freehold and leasehold) in real property held now or in the future by a Guarantor. Each Guarantor agrees that if demand is made upon him or her or it by SCA, that Guarantor will immediately execute a mortgage or other instrument of security, or consent to a caveat, as required by SCA and against the event that he, she or it fails to do so within a reasonable time from being so requested, that Guarantor hereby irrevocably and by way of security appoints any credit manager or solicitor engaged by SCA to be his or her other true and lawfully attorney to execute and register such instrument.
8. If the Applicant is a trustee of a trust, the Guarantor/s warrant that the Applicant has full authority as trustee to enter into agreements for the supply to it of Advertising on credit.
9. If a notice or a demand is given to one of the Guarantor/s it will mean it has been given to all of them.
10. All notices, request, or other communications to or by a party to this Guarantee and Indemnity shall be in writing addressed to the parties shown in this Guarantee and Indemnity or such other addresses as they may have notified the sender in writing and deemed to have been duly given or made in the case of delivery in person or by post, within two days of dispatch of the letter.
11. During the term of this Guarantee and Indemnity, if required by SCA, the Guarantor/s hereby agree to provide a statutory declaration including detailing their real and personal assets and liabilities.
12. The contract between SCA (on its own account and, where applicable, as agent for NBN) and the Applicant resulting from this Guarantee and Indemnity is deemed to be entered into in Queensland and the courts of Queensland shall have jurisdiction. However, this does not prohibit or prevent SCA (or NBN, as applicable) from operating in other jurisdictions.
13. The Guarantor/s confirm that they have read this document and had it explained to them to their satisfaction. In particular the Guarantor/s acknowledge and agree that they have not relied on anything said to the Guarantor/s by SCA or NBN as to what this Guarantee and Indemnity means or what its affect may be.
14. The Guarantor/s acknowledge that they were given the opportunity to obtain independent legal advice prior to agreeing to sign this Guarantee and Indemnity.

GUARANTOR 1		GUARANTOR 3	
Full Name		Full Name	
Residential Address		Residential Address	
Guarantor Signature		Guarantor Signature	
Witness Signature		Witness Signature	
Witness (Print name)		Witness (Print name)	
Date	/ /20	Date	/ /20



GUARANTOR 2		GUARANTOR 4	
Full Name		Full Name	
Residential Address		Residential Address	
Guarantor Signature		Guarantor Signature	
Witness Signature		Witness Signature	
Witness (Print name)		Witness (Print name)	
Date	/ /20	Date	/ /20