



**“Safety at
Work
First!”**

ABN: 22 169 874 355

SWF Group Bairnsdale
469 Princes Highway
Bairnsdale VIC 3875
03 5153 0179

SWF Group Sale
427 Raymond Street
Sale VIC 3850
03 5144 2456

accounts@swfgroup.com.au
www.swfgroup.com.au

Personal/Directors Guarantee and Indemnity

In consideration of SWF Group Pty Ltd and its successors and assigns (“SWF”) at the request of the Guarantor (as is now acknowledged) supplying and continuing to supply goods and/or services to

(“the client”) (insert Company name in box provided)

I/We (also referred to as the “Guarantor/s”) unconditionally and irrevocably:

- 1) Guarantee the due and punctual payment to SWF of all monies which are now owing to SWF by the Client and all further sums of money from time to time owing to SWF by the Client in respect of goods and services supplied or to be supplied by SWF to the Client or any other liability of the Client to SWF, and the due observance and performance to the Client of all its obligations contained or implied in any contract with SWF, including but not limited to the General Terms and Conditions of Supply (“Terms”) signed by the Client and annexed to this Guarantee and Indemnity. If for any reason the Client does not pay any amount owing to SWF the Guarantor will immediately on demand pay the relevant amount to SWF. In consideration of SWF agreeing to supply the goods to the Client, the Guarantor charges all of its right, title and interest (joint or several) in any land, realty or other assets capable of being charged, owned by the Guarantor now or in the future, to secure the performance by the Guarantor of its obligations under these terms and conditions (including, but not limited to, the payment of any money) and the Guarantor acknowledges that this personal guarantee and indemnity constitutes a security agreement for the purposes of the Personal Property Securities Act 2009 (“PPSA”) and unequivocally consents to SWF registering any interest so charged. The Guarantor irrevocably appoints SWF and each director of SWF as the Guarantor’s true and lawful attorney/s to perform all necessary acts to give effect to this clause including, but not limited to, signing any document on the Guarantor’s behalf which SWF may reasonably require to:
 - a) Register a financing statement or financing charge statement in relation to a security interest on the Personal Property Securities Register (“PPSR”)
 - b) Register any other document required to be registered by the PPSA or any other law; or
 - c) Correct a defect in a statement referred to in clause 1a) or 1b)
- 2) Hold Harmless and Indemnify SWF on demand as a separate obligation against any liability (including but not limited to damages, costs, losses and legal fees calculated on a Solicitor and own client basis) incurred by, or assessed against, SWF in connection with:
 - a) The supply of goods and/or services to the Client; or
 - b) The recovery of monies owing to SWF by the Client including the enforcement of this Guarantee and Indemnity, and including but not limited to SWF nominees contract default fee and legal costs; or
 - c) Monies paid by SWF with the Client’s consent in settlement of a dispute that arises or results from a dispute between, SWF, the Client, and a third party or any combination thereof, over the supply of goods and/or services by SWF to the Client.

I/We further acknowledge and agree that

- 3) I/We have received, read and understood SWF Terms prior to entering into this Guarantee and Indemnity and agree to be bound by those Terms.
- 4) This Guarantee and indemnity shall constitute an unconditional and continuing Guarantee and Indemnity and accordingly shall be irrevocable and remain in full force and effect until the whole of monies owing to SWF by the Client and all obligations herein have been fully paid satisfied and performed.
- 5) No granting of credit, extension of further credit, or granting of time and no waiver, indulgence or neglect to sue on SWF’s part (whether in respect of the Client or any one or more of any other Guarantor(s) or otherwise) and no failure by any named Guarantor to properly execute this Guarantee and indemnity shall impair or limit the liability under this Guarantee and indemnity of any Guarantor. Without effect the Client’s obligations to SWF, each Guarantor shall be a principal debtor and liable to SWF accordingly.
- 6) If any payment received or recovered by SWF is avoided by law such payment shall be deemed not to have discharged the liability of the Guarantor, and the Guarantor and SWF shall each be restored to the position in which they would have been had no such payment been made.
- 7) The term “Guarantor” whenever used in this Guarantee and Indemnity shall, if there is more than one person named as Guarantor, mean and refer to each of them individually and all of them together unless the context otherwise requires, and the obligations and agreements on the part of the Guarantor contained in this Guarantee and Indemnity shall bind them jointly and severally.
- 8) The Guarantor hereby indemnifies SWF in respect of all amounts payable by the Client to SWF on account of goods and/or services supplied by SWF to the Client, and all costs and interest which the Client may be required to pay to SWF, and the indemnity hereby given is a separate covenant and shall not be affected by the appointment by the Client of an administrator under the provision of the Corporations Law or any Deed of Company arrangement entered into by the Client.

- 9) I/We have been advised to obtain independent legal advice before executing this Guarantee and Indemnity. I/We understand that I/we am/are liable for all amounts owing (both now and in the future) by the Client to SWF.
- 10) I/We irrevocably authorise SWF to obtain from any person or company any information which SWF may require for credit reference purposes. I/We further irrevocably authorise SWF to provide to any third party, in response to credit references and enquiries and enquiries about me/us or by way of information exchange with credit reference agencies, details of this Guarantee and Indemnity and any subsequent dealings that I/we may have with SWF as a result of this Guarantee and Indemnity being action by SWF.
- 11) The above information is to be used by SWF for all purposes in connection with SWF considering this Guarantee and indemnity and the subsequent enforcement of the same.
- 12) (a) For the avoidance of any doubt, the security interest(s) created by this instrument in favour of SWF constitutes security interests pursuant to the *Personal Property Securities Act 2009*.
 (b) The Guarantor(s) waive any right or entitlements to receive notice of the registration of any security interest(s) created by this instrument on the Personal Property Securities Register.
 (c) The Guarantors agree to the terms of the Privacy Statement pursuant to the Privacy Act 1988 (as amended by the *Privacy Amendment (Enhancing Privacy Protection) Act 2012*) contained in this document.

Guarantor -1	
Signed: _____	Signature of Witness: _____.
Full Name: _____	Name of Witness: _____.
Home Address: _____	Occupation: _____.
Date of Birth: _____	Present Address: _____.
Executed as a Deed this	day of 20

Guarantor – 2	
Signed: _____	Signature of Witness: _____.
Full Name: _____	Name of Witness: _____.
Home Address: _____	Occupation: _____.
Date of Birth: _____	Present Address: _____.
Executed as a Deed this	day of 20

Guarantor – 3	
Signed: _____	Signature of Witness: _____.
Full Name: _____	Name of Witness: _____.
Home Address: _____	Occupation: _____.
Date of Birth: _____	Present Address: _____.
Executed as a Deed this	day of 20

- Note:
- 1.If the Client is a sole trader or partnership the Guarantor(s) should be some other suitable person(s)
 2. If the Client is a club or incorporated society the Guarantor(s) should be the president and secretary or other Committee member

WARNING: THIS IS AN IMPORTANT DOCUMENT. YOU SHOULD SEE YOUR OWN LAWYER OR ADVISOR BEFORE SIGNING IT