



## GUARANTEE AND INDEMNITY

In consideration of the Supplier (as defined in the Commercial Credit Account Application) agreeing to supply services or continuing to supply services on credit to the Customer (as defined in the Commercial Credit Account Application), the undersigned agree/s

1. To indemnify the Supplier against any loss the Supplier may suffer by reason of the Customer not paying, when due, any amounts owing by the Customer to the Supplier whether for services supplied to the Customer by the Supplier or on any other account;
2. To guarantee the due payment by the Customer of all monies now or from time to time owing on any account or in any manner whatsoever to the Supplier including any fees, charges, disbursements or commissions charged by any mercantile agency or debt collecting firm in enforcing or attempting to enforce payment by the Customer of any such money.
3. The guarantor/s hereby charge with payment of any indebtedness to the Supplier all beneficial interest (freehold and leasehold) in any land and personal property held now or in the future by him / her or them.
4. This guarantee shall not be avoided or effected by the Customer and/or Supplier making any variation or alterations in the terms of any agreement made between them.
5. The Supplier may without affecting this guarantee grant time or other indulgence to, or compromise with, or release the Customer or any co-guarantor named in this guarantee whosoever, without effecting this guarantee.
6. That the Supplier may make enquiries as to the credit and financial situation of the Indemnifier and further consents to the use of any information obtained as a result of those enquiries, including information disclosed in the Credit Application as the Supplier reasonably sees fit from time to time, including;
  - passing the information on to a credit reporting agency
  - passing the information on to a debt collector
  - obtaining further personal information relating to the indemnifier from another body for any use reasonably connected with the provision of credit or the collection of debt subject to the provisions of the Privacy Act 1988.
7. This guarantee and indemnity shall be governed by and construed in accordance with the laws of the State of New South Wales and the parties hereto submit to the non-exclusive jurisdiction of the courts of New South Wales.

Signature	Print Name	Position	Date

## SECTION 2 ALL APPLICANTS MUST COMPLETE THIS SECTION

CREDIT REFERENCES: PLEASE LIST YOUR MAIN SUPPLIERS (TRADING ACCOUNTS ONLY)

1.		A/C No.		Phone	
2.		A/C No.		Phone	
3.		A/C No.		Phone	

IS THIS AN EXISTING BUSINESS?      NO       YES       IF YES, PLEASE PROVIDE DETAILS BELOW.

PREVIOUS OWNER DETAILS:      OWNER'S NAME:

COMPANY TRADING NAME:

DATE OUTLET PURCHASED:       PREVIOUS OWNER CONTACT No.

PERSON AUTHORISING PAYMENT OF ACCOUNTS:       POSITION:

CONTACT DETAILS OF AUTHORISED PERSON:

BUSINESS PREMISES:      OWNED       RENTED       LEASED

TYPE OF BUSINESS:

DATE YOU COMMENCED TRADING AT THIS OUTLET:

DETAILS OF YOUR PREVIOUS BUSINESS OWNED:

AFFILIATED OR PARENT BUSINESS OF APPLICANT: