

PERSONAL GUARANTEE & INDEMNITY

Russell Curtis & Janes Advertising (Vic) Pty Ltd
ABN 15 005 856 575 and its related Bodies Corporate



RUSSELL CURTIS
— & JANES —
MEDIA ADVERTISING

Section 1 – GUARANTOR DETAILS

I/We, the Guarantor(s), _____
(insert Guarantor(s) name as applicable)
have requested the Company to supply, _____
(insert company name/partnership/sole trader)
trading as, _____
(insert registered business name)
(the “Customer”) of _____
(street address) (State) (Postcode)
with Goods & Services on Credit.

Should the Company elect to supply Goods or Services:

1. I/We unconditionally and irrevocably guarantee to the Company the due and punctual payment by the Customer to the Company all monies at any time actually or contingently owing to the Company by the Customer either alone, jointly or severally.
2. I/We indemnify the Company against all costs, losses and expense incurred as a result of any default by the Customer.
3. My/Our guarantee and indemnity herein is a continuing guarantee and will not be affected by:
 - a) the grant of any extension of time or indulgence to the Customer by the Company;
 - b) any variation to any terms of the Customer’s account, even where this increased my/our liability under this Guarantee;
 - c) the release of any of the Guarantors, or if this Guarantee is or become unenforceable against any Guarantor;
 - d) any payment by the Customer being later avoided by law.
4. I/We agree that an application for credit made by the Customer is deemed to have been accepted from the date of the first invoice by the Company to the Customer and this Guarantee will extend to all liabilities from the Customer to the Company.
5. This Guarantee may be withdrawn by the Guarantor(s) on expiry of 30 days following written notice of withdrawal being delivered to both the Company’s registered office and addressed to a director of the Company at its principal place of business. The Guarantee will continue in force in respect of all liabilities incurred up to the date of the withdrawal.
6. As security for the obligations and liabilities of the Guarantor(s), I/we charge for the due and punctual payment and performance of those obligations and liabilities, all of my/our legal and equitable interest (including as beneficial owner, both present and future) of whatsoever nature held in any and all Real Property in favour of the Company.
7. Without limiting the generality of clause 6, I/we agree on request by the Company to execute any documents and do all things reasonably required by the Company to register a security over any Real Property. In the event that I/we fail to deliver the requested documents, I/we appoint the Company to be my/our lawful attorney for the purpose of executing and registering such documents and indemnify the Company (on an indemnity basis) against any costs and expenses incurred by the Company in connection with the preparation and registration of such documents.
8. I/We consent unconditionally to the Company lodging a caveat noting its interest in any Real Property.
9. I/We agree to advise the Company in writing of the occurrence of any Insolvency Event, any change in my/our legal name, ownership or control as soon as practicable and not later than within 3 business days of such event, change or step occurring.
10. If any payment made by or on behalf of the Customer is alleged to be void or voidable by any liquidator, I/we indemnify the Company against any costs or losses it may incur in connection with such claim. This indemnity shall continue to apply notwithstanding I/we have withdrawn from the Guarantee in accordance with clause 5.
11. If the Guarantor(s) is the trustee of a trust, the Guarantor(s) enters into this deed in both the Guarantor’s personal capacity and as trustee of that trust.
12. The Company may at any time, and from time to time, proceed against any or all of the Guarantors in respect of their obligations at the Company’s absolute discretion.
13. Until the whole of the Customer’s obligations have been paid or satisfied in full, the Guarantor must not take any steps to recover or enforce a right or claim against the Customer relating to any sum paid to the Company.

NOTE: This is an important document, if you do not understand the terms outlined in clause 1-13 above, or the meaning of this document, you should seek independent legal advice prior to signing.

NOTE: The definitions in the Credit Application Terms and Conditions shall apply in this Guarantee, except “Real Property” shall mean all real property owned by the Guarantor(s) now or in the future, solely or jointly.

Section 2 – CERTIFICATE OF GUARANTEE (EXECUTED AS DEED)

By signing below as Guarantor(s), I/we certify that I/We understand the terms of this Guarantee. In particular, I/we understand that if the Customer fails to make any required payments to the Company, the Company may recover the amount of these payments from me/us personally. In that case, the Company may also, amongst other steps, take a charge or mortgage over any Real Property.

I/we certify that I/we have had the opportunity to seek independent legal advice in relation to the meaning and effect of this Guarantee.

Who must sign this deed?

Company: Where there is only one director for the company, then that director must sign. Where there are two or more directors for the company, then all directors of the company must sign.

Sole Traders: The individual.

Partnerships: All Partners of the Partnership must sign.

Signed as a Deed by:

Independent Witness *(not spouse or family member)*

Print Name	Print Name
Position	Address
Signature	Signature
Date / /	Date / /

Signed as a Deed by:

Independent Witness *(not spouse or family member)*

Print Name	Print Name
Position	Address
Signature	Signature
Date / /	Date / /

Signed as a Deed by:

Independent Witness *(not spouse or family member)*

Print Name	Print Name
Position	Address
Signature	Signature
Date / /	Date / /

Signed as a Deed by:

Independent Witness *(not spouse or family member)*

Print Name	Print Name
Position	Address
Signature	Signature
Date / /	Date / /

HOW TO USE THIS FORM

GUARANTEE AND INDEMNITY

Section 1 – Guarantor Details

- Ensure that this section is filled out correctly, and that the details match those provided in the Credit Application.
- The first box should read “I/We, the Guarantor(s), *Joe Bloggs and Mary Bloggs*, have requested the Company to supply *Joe+Mary Pty Ltd*, trading as *Mary’s Florist* (the “Customer”) of *100 Collins Street Melbourne, Victoria* with Goods and Services on Credit.”
- It is advisable to obtain a company search to ensure that the directors have all signed the guarantee and that the names and addresses are correctly stated.

Section 2 – Certificate of Guarantee

- Ensure that each signatory has signed and dated the form, and that it has been witnessed by an independent witness, not being a spouse or family member.
- If the Guarantors are the directors of a company, ensure that their signatures match those provided in the Credit Application.