

CONFIDENTIAL

PERSONAL GUARANTEE AND INDEMNITY AGREEMENT



ABN: 81 002 527 728

Address:

16 Kelso Crescent
Moorebank NSW 2170

Phone: (02) 9601 – 2472

Fax: (02) 9601 – 4297

Email: info@eniscontracting.com.au

Web: www.eniscontracting.com.au

Important Note

As part of your application for credit, this **Personal Guarantee and Indemnity Agreement** must be completed and signed by all Directors, Sole Traders and Business Partners in the presence of Independent Witnesses (not Spouses or Family Members).

Spouses of all Directors, Sole Traders and Business Partners are requested to also sign as Guarantors in the presence of Independent Witness.

To: Enis Contracting Pty.Ltd or its assigns here known as the "Supplier".

I the undersigned have requested the Supplier to

supply trading as (the customer)
(Business or Company Name) (Trading Name and/or Trust Name)

of.....
(Address of Business or Company)

with Goods on Credit. Should the Supplier elect to do so then:

1. I will indemnify the Supplier against any losses, costs, charges and expenses of any nature, which it might incur as a result of any default by the Customer or arising under the Guarantee.
2. I will also be responsible to the Supplier for all outstanding monies due now or at any time in the future for goods supplied by the Supplier to the Customer from time to time.
3. Both my indemnity and my Guarantee are continuing security and will not be affected (whether or not I have noticed of the following matters).
 - a. If the supplier:
 - (i) Grants any extension of time or other indulgence to the Customer
 - (ii) Refuses further credit to the Customer
 - (iii) Varies the terms of the Customer's account, or the arrangements between the Supplier and the Customer are changed in any other way (even if this increases my liability under this Guarantee and Indemnity).
 - b. By the release of any Guarantors or if this Guarantee is unenforceable against any one or more of the Guarantors.
4. I agree that each application for credit made by the Customer to any related body corporate of the Supplier is deemed to have been accepted from the date of the first invoice to the Customer; and without further notice to me, this Guarantee extends to all liabilities from the Customer to that related body corporate.
5. This Guarantee and Indemnity extends to credit given to the Customer in the future by a company which is not now, but at the time that such credit is extended, has become a related body corporate of the Supplier and may in such case be enforced by the Supplier.
6. this Guarantee and Indemnity be withdrawn by the Guarantor, only at the expiration of (14) days from the day on which written notice of withdrawal is actually received at the supplier's registered office by Enis Contracting Pty.Ltd principal legal officer or credit manager, but will continue in force in respect of all debt incurred up to date of withdrawal.
7. I agree that before providing credit to the Customer, the Supplier may seek from credit agency a credit report containing personal information about me to assist in deciding whether to accept me as Guarantor for the Customer.
8. In this Guarantee:

"Goods" includes services and "Supplier" means Enis Contracting Pty.Ltd. Singular words include the plural and vice versa. Where there is more than one Guarantor, they will be bound jointly and severally.

"Related body corporate" has the same meaning as that given to that expression in the Corporations Act 2001. "Guarantee" means this Personal Guarantee and Indemnity Agreement. "Property" means all property owned by the Guarantor now or in the future, solely or jointly.
9. The Guarantor hereby agrees to charge all their equitable interest in freehold or leasehold property. The Guarantor agrees to deliver to the Supplier, within (7) days of demand, a property executed Memorandum of Mortgage in a form approved by the Supplier and which included a covenant providing that interest may be charged on all outstanding monies at rates set from time to time by Section 94 of the Supreme Court Act 1970 (NSW), and otherwise in accordance with Memorandum Q860000, registered at the office of the Register General in Sydney.

If the charge created by this clause is or becomes void or unenforceable, it may be severed from the agreement without any effect on its validity; and the Guarantor will not be exonerated in whole or part. Nor will the Supplier's rights, remedies or resources against the Guarantor or any other Guarantor in any way be prejudiced or adversely affected by such severance.

WARNING: THIS IS A IMPORTANT DOCUMENT. IF YOU DO NOT UNDERSTAND THIS DOCUMENT, YOU SHOULD SEEK INDEPENDENT LEGAL ADVICE.

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CERTIFICATE OF GUARANTEE

EXECUTED AS A DEED

Agreement to Terms of the Personal Guarantee and Indemnity

By signing below as Guarantor, in the presence of a Witness, I certify that I have read the terms of the Personal Guarantee and Indemnity Agreement and understand its terms and that it is an important legal document. In particular, I understand that if the Customer fails to make any required payments to the Supplier, the supplier may recover the amount of these payments from me personally. In this case the Supplier may, amongst the other recovery rights, take a charge over any real property that I have a legal equitable interest in. further, I have read and consent to the terms under the Privacy Act 1988, as detailed in Clause 5 of the credit application Terms and Conditions. I certify that prior to the execution of the personal Guarantee and Indemnity Agreement; I have had the opportunity of taking independent legal advice regarding its meaning and effect.

Signing the Personal Guarantee and Indemnity – All Directors, Sole Traders, Business Partners and any other Guarantors

All Directors, Sole Traders, Business Partners and any other Guarantors complete and sign below as Guarantors in the presence of independent Witnesses (not Spouses or Family Members).

Spouses of all Directors, Sole Traders and Business Partners are requested to also sign below as Guarantors in the presence of independent Witness.

ALL GUARANTORS AND INDEPENDENT WITNESSES SIGN BELOW

.....
Signature of Guarantor

.....
Print Name of Guarantor

.....
Print Residential Address of Guarantor

In the presence of:

.....
Signature of Witness

.....
Print Name of Witness

.....
Print Residential Address of Witness

.....
Date

.....
Signature of Guarantor

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Print Name of Guarantor

.....
Print Residential Address of Guarantor

In the presence of:

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Signature of Witness

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Print Name of Witness

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