

GUARANTEE AND INDEMNITY

IN CONSIDERATION of _____ (“the seller”) supplying and continuing to supply goods and/or services to _____ (“the customer”) **I/WE JOINTLY AND SEVERALLY:**

1. **GUARANTEE** the payment on demand to the seller of all moneys now owing to the seller by the Customer and all further sums of money from time to time owing to the seller by the Customer in respect of goods and services supplied or to be supplied by the seller to the Customer or any other liability of the Customer to the seller.
2. **HOLD HARMLESS AND INDEMNIFY** the seller on demand, as a separate obligation, against any liability (including but not limited to damages, costs, losses and legal fees) incurred by or assessed against the seller in connection with:
 - ? the supply of goods or services to the Customer; or
 - ? the recovery of moneys owing to the seller by the Customer including the enforcement of this guarantee; or
 - ? moneys paid by the seller with the Customer’s consent in settlement of a dispute that arises or results from a dispute between, the seller, the Customer, and a third party, or any combination thereof, over the supply of goods or services by the seller to the Customer.
3. **ACKNOWLEDGE** 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 moneys owing to the seller by the Customer and all obligations herein have been fully paid, satisfied and performed.
4. **FURTHER ACKNOWLEDGE** that no granting of credit, extension of further credit, or granting of time and no waiver, indulgence or neglect to sue on the seller’s part (whether in respect of the Customer or any one or more of any other guarantor(s) or otherwise) and no failure by any named guarantor to properly execute this deed shall impair or limit the liability under this Guarantee and Indemnity of any guarantor. Without affecting the Customer’s obligations to the seller, each guarantor shall be a principal debtor and liable to the seller accordingly.
5. I/We irrevocably authorise the seller to obtain from any person or company any information which the seller may require for credit reference purposes. I/We further irrevocably authorise the seller to provide to any third party, in response to credit reference and enquires about me/us or by way of information exchange with credit reference agencies, details of this guarantee and any subsequent dealings that I/We may have with the seller as a result of this guarantee being actioned by the seller.
6. I/We further acknowledge that the above information is to be used by the seller for all purposes in connection with the seller considering this guarantee and the subsequent enforcement of the same.

GUARANTOR -1

SIGNED:

Full Name:

Present Address:

SIGNATURE OF WITNESS:

Name of Witness: Occupation:

Present Address:.....

EXECUTED as a deed this day of 20

GUARANTOR -2

SIGNED:

Full Name:

Present Address:

SIGNATURE OF WITNESS:

Name of Witness: Occupation:

Present Address:.....

EXECUTED as a deed this day of 20

- Note:
1. If the Customer is a sole trader or partnership the guarantor(s) should be some other suitable person(s).
 2. If the Customer is a company the guarantor(s) should be a director and/or shareholder.
 3. If the Customer is a club or incorporated society the guarantors should be the president and secretary or other committee member.