

PERSONAL GUARANTEE INDEMNITY AND CHARGE

IMPORTANT

If you sign this Personal Guarantee Indemnity and Charge you may become personally liable for the Customer's debts to Tasports. Before signing, we recommend that you obtain independent financial and legal advice, assess the financial position of the Customer, read and understand the terms and conditions of the provision of credit by Tasports to the Customer and the terms and conditions of this Personal Guarantee Indemnity and Charge.

In consideration of Tasports supplying goods and/or services and extending credit to **[INSERT NAME]** (the Customer), you hereby agree that:

- (a) Where there is more than one person named as guarantor under this Personal Guarantee Indemnity and Charge, a reference in this document to "you" refers to each guarantor and the liability of each guarantor under this Personal Guarantee Indemnity and Charge shall be joint and several.
- (b) You irrevocably guarantee the due and punctual payment to Tasports of all moneys which are owing to Tasports by the Customer and accept personal liability for such payment on demand by Tasports.
- (c) Tasports is entitled to recover any moneys owing by the Customer from you without first taking any recovery action or proceedings against the Customer.
- (d) You will pay any costs involved in the collection of any moneys owing by the Customer (including but not limited to legal costs on a solicitor-client basis and commission).
- (e) You will indemnify and keep indemnified Tasports against any loss or damage suffered by Tasports as a result of the Customer's payment default.
- (f) To further secure all monies hereby guaranteed by you, you hereby grant a charge in favour of Tasports over any freehold or leasehold property in Australia owned by you.
- (g) This Guarantee is irrevocable and your liability under this Personal Guarantee Indemnity and Charge is not affected by Tasports giving you time or other indulgences.
- (h) Tasports has recommended that you seek independent financial and legal advice in relation to your obligations under this Personal Guarantee Indemnity and Charge and you have had the opportunity to do so.
- (i) Tasports may obtain a report containing personal information about you to assess whether it accepts you as a guarantor for credit applied for or provided to the Customer.
- (j) This Personal Guarantee and Indemnity is governed by the laws of Tasmania and any court proceedings arising from this Personal Guarantee Indemnity and Charge shall be conducted in Tasmania.

EXECUTED AS A DEED

Signed by _____)
[INSERT NAME] _____)
(Guarantor) _____)

In the presence of _____)
[INSERT WITNESS NAME] _____)
(Witness) _____)

Date _____)

Signed by)
[INSERT NAME])
(Guarantor)) _____

In the presence of)
[INSERT WITNESS NAME])
(Witness))

Date _____

Signed by)
[INSERT NAME])
(Guarantor)) _____

In the presence of)
[INSERT WITNESS NAME])
(Witness))

Date _____

Signed by)
[INSERT NAME])
(Guarantor)) _____

In the presence of)
[INSERT WITNESS NAME])
(Witness))

Date _____

Signed by)
[INSERT NAME])
(Guarantor)) _____

In the presence of)
[INSERT WITNESS NAME])
(Witness))

Date _____