



Personal Guarantee & Indemnity



Personal Guarantee & Indemnity

Luvalot Clothing Pty Ltd ABN 94 754 206 173 100 ('Supplier')
Langridge Street
Collingwood 3066 Victoria



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

IMPORTANT: 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/Partners or Family Members). Spouses/Partners of all Directors, Sole Traders and Business Partners must sign as Guarantors in the presence of Independent witnesses where there is joint ownership of personal assets.

I/We, the Guarantor(s) _____
*Insert Guarantor(s) name as applicable

have requested the Supplier to supply _____
Insert Company Name/Partnership/Sole Trader

Trust Name (if a Trust) _____
Insert Trust Name

Trading as (if applicable) _____
Insert Registered Business Name

(the "Customer") of _____
Insert Street Address (not a PO Box) State Post Code

With Goods & Services on Credit

* Guarantor(s) names should match with those on the Certificate of Guarantee - Executed as Deed on page 2 of 2

Should the Supplier elect to supply Goods or Services:

1. I/We guarantee payment to the Supplier of the whole price charged by the Supplier for Goods or Services supplied to the Customer from time to time, without any deduction or setoff whatsoever. I/We also guarantee payment of any other monies now or in the future owing by the Customer to the Supplier. I/We also guarantee the performance of the obligations of the Customer pursuant to the guarantee given by the Customer to the Supplier in the Credit Account Terms and Conditions.
2. I/We indemnify the Supplier and its Related Bodies Corporate against all costs, losses and expenses which the Supplier or its Related Bodies Corporate incur as a result of any default by the Customer. I/We agree to pay any stamp duty assessed on this Guarantee.
3. My/Our guarantee and indemnity under this Guarantee is a continuing guarantee and will not be affected:
 - (a) if the Supplier or its Related Bodies Corporate grants any extension of time or other indulgence to the Customer or varies the terms of the Customer's account (even if this increases my/our liability under this Guarantee)
 - (b) by the release of any of the Guarantors or if this Guarantee is or becomes unenforceable against one or more of the Guarantors.
 - (c) any payment by the Customer being later avoided by law, whether or not I/we have been given notice of these matters.
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 Supplier to the Customer and, without further notice to me/us, this Guarantee will extend to all liabilities from the Customer to that Supplier.
5. This Guarantee extends to credit given to the Customer in the future by a company which is not now, but at the time such credit is extended, a Luvalot Group Company.
6. This Guarantee may only be discharged by written notice from the Supplier.
7. I/We authorise the Supplier to do each of the things listed in clause 12 of the Credit Account Terms and Conditions in relation to my/our personal credit matters.
8. (a) 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 Supplier.
(b) Without limiting the generality of the charge in clause 8(a), I/we agree on request by the Supplier to execute any documents and do all things reasonably required by the Supplier to register a mortgage security over any Real Property. In the event that the Guarantor(s) fails to deliver the requested documents, the Guarantor(s) hereby appoints the Supplier to be the Guarantor(s)'s lawful attorney for the purposes of executing and registering such documents. I/We indemnify the Supplier on an indemnity basis against all costs and expenses incurred by the Supplier as the case may be in connection with the preparation and registration of such mortgage documents.
- (c) I/We consent unconditionally to the Supplier lodging a caveat or caveats noting its interest in any Real Property.
- (d) We agree to advise the Supplier in writing of the occurrence of any Insolvency Event, any change in my/our name, ownership or control, or any step being taken to sell an asset or assets (separately or together having a value being greater than 20% in value of my/our gross assets) as soon as practicable and not later than within two business days of such event, change or step occurring.
- (e) If any payment made by or on behalf of the Customer is alleged to be void or voidable by any liquidator or like officer of the Customer under any law related to insolvency, I/we indemnify the Supplier against any costs or losses it may incur in connection with such claim. This indemnity shall continue to apply notwithstanding any withdrawal under clause 6.
- (f) If the charge created by clause 8(a) is or becomes void or unenforceable, it may be severed from this Guarantee without any effect on the Supplier's rights against the Guarantor(s).
- (g) If the Guarantor(s) is a trustee of a trust, the Guarantor(s) enters into this agreement in both the Guarantor's personal capacity and as trustee of that trust.
9. Any condition or agreement under this Guarantee by or in favour of two or more persons is deemed to bind them jointly and severally, or be in favour of each of them severally. If the Guarantor comprises more than one person the Supplier may at any time, and from time to time, proceed against any or all of them in respect of the Guarantor's obligations as the Supplier may choose in its absolute discretion, and the Supplier is not to be obliged to make any claim against all the persons comprising the Guarantor.
10. Until the whole of the Customer's obligations have been paid or satisfied in full, the Guarantor must not (except with the prior written consent of the Supplier) either directly or indirectly, and either before or after the winding up or bankruptcy of the Customer, or any person, take any steps to recover or enforce a right or claim against the Customer relating to any sum paid by the Guarantor to the Supplier under this Guarantee including without limitation proving or claiming in competition with the Supplier so as to diminish any distribution, dividend or payment which, but for the proof or claim, the Supplier would be entitled to receive pursuant to the winding up or bankruptcy of the Customer.
11. The definitions in the Credit Account Terms and Conditions shall apply in this Guarantee, except that "Real Property" shall mean all real property owned by the Guarantor(s) now or in the future, solely or jointly. Also, singular words include the plural and vice versa and references to any party to this Guarantee, include that party's executors, administrators, substitutes, successors or permitted assigns.

PERSONAL GUARANTEE AND INDEMNITY AGREEMENT (CONTINUED)

IMPORTANT: Spouses of all Directors, Sole Traders and Business Partners must also sign below as Guarantors in the presence of Independent Witnesses.

Certificate of Guarantee - Executed as a Deed

Acknowledgment

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 Supplier, the Supplier may recover the amount of these payments from me/us personally. In such case, the Supplier may, amongst other recovery rights, take a charge over any Real Property.

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

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

Guarantor

Name	
Address	
Signature	

Witness Executed by Independent Witnesses

Name	
Address	
Signature	
Date	/ /

Guarantor

Name	
Address	
Signature	

Witness

Name	
Address	
Signature	
Date	/ /

Guarantor

Name	
Address	
Signature	

Witness

Name	
Address	
Signature	
Date	/ /

Guarantor

Name	
Address	
Signature	

Witness

Name	
Address	
Signature	
Date	/ /

Mailing & Email Instructions

Please return all original signed and witnessed documents to:

Luvalot Clothing Pty Ltd

ABN: 94 754 206 173

100 Langridge Street, Collingwood 3066 Vic

Tel: (03) 9078 3940

info.melbourne@luvalotclothing.com.au