

Personal/Directors Guarantee and Indemnity:

IN CONSIDERATION of Builders Trading Co-Operative Limited and its successors and assigns ("BTC") at the request of the Guarantor (as is now acknowledged) supplying and continuing to supply goods and/or services to

("the Customer") [Insert Company Name In Box Provided]

I/WE (also referred to as the "Guarantor/s") UNCONDITIONALLY AND IRREVOCABLY:

1. **GUARANTEE** the due and punctual payment to BTC of all monies which are now owing to BTC by the Customer and all further sums of money from time to time owing to BTC by the Customer in respect of goods and services supplied or to be supplied by BTC to the Customer or any other liability of the Customer to BTC, and the due observance and performance by the Customer of all its obligations contained or implied in any contract or agreement with BTC, including but not limited to the Terms & Conditions of Trade signed by the Customer and annexed to this Guarantee and Indemnity. If for any reason the Customer does not pay any amount owing to BTC, the Guarantor will immediately on demand pay the relevant amount to BTC. In consideration of BTC agreeing to supply the goods and/or services to the Customer, the Guarantor charges all of its right, title and interest (joint or several) in any land, realty or other assets capable of being charged, owned by the Guarantor now or in the future, to secure the performance by the Guarantor of its obligations under this Guarantee and Indemnity (including, but not limited to, the payment of any money) and the Guarantor acknowledges that this personal guarantee and indemnity constitutes a security agreement for the purposes of the Personal Property Securities Act 2009 ("PPSA") and unequivocally consents to BTC registering any interest so charged. Furthermore, it is agreed by both parties that where the Guarantor is acting in the capacity as a trustee for a trust, then the Guarantor agrees to charge all its right title and interest in any land realty, or other assets capable of being charged in its own capacity and in its capacity as trustee and shall be subject to the PPSA Registration as stated above. The Guarantor irrevocably appoints BTC and each director of BTC as the Guarantor's true and lawful attorney/s to perform all necessary acts to give effect to this clause including, but not limited to, signing any document on the Guarantor's behalf which BTC may reasonably require to:
 - (a) register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register;
 - (b) register any other document required to be registered by the PPSA or any other law; or
 - (c) correct a defect in a statement referred to in clause 1(a) or 1(b).
2. **HOLD HARMLESS AND INDEMNIFY** BTC on demand as a separate obligation against any liability (including but not limited to damages, costs, losses, and legal fees calculated on a solicitor and own client basis) incurred by, or assessed against, BTC in connection with:
 - (a) the supply of goods and/or services to the Customer; or
 - (b) the recovery of monies owing to BTC by the Customer including the enforcement of this Guarantee and Indemnity, and including but not limited to BTC's nominees contract default fee and legal costs; or
 - (c) monies paid by BTC with the Customer's consent in settlement of a dispute that arises or results from a dispute between, BTC, the Customer, and a third party or any combination thereof, over the supply of goods and/or services by BTC to the Customer.

I/WE FURTHER ACKNOWLEDGE AND AGREE THAT

3. **I/We have received, read, and understood BTC's Terms and Conditions prior to entering into this Guarantee and Indemnity and agree to be bound by those Terms and Conditions.**
4. 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 all monies owing to BTC by the Customer and all obligations herein have been fully paid satisfied and performed.
5. No granting of credit, extension of further credit, or granting of time and no waiver, indulgence, or neglect to sue on BTC'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 Guarantee and Indemnity shall impair or limit the liability under this Guarantee and Indemnity of any Guarantor. Without affecting the Customer's obligations to BTC, each Guarantor shall be a principal debtor and liable to BTC accordingly.
6. The liability under this Guarantee and Indemnity shall not be discharged, abrogated, prejudiced, or affected by:
 - (a) any alteration, modification, variation or addition to any contract or agreement in respect of the supply of goods and/or services;
 - (a) the liquidation, receivership, administration, bankruptcy, dissolution, compromise or scheme of arrangement in respect of the Customer;
 - (b) any other act, omission, or event which, but for this provision, might operate to discharge, impair, or otherwise affect any obligations under this Guarantee and Indemnity of any of the rights, powers or remedies conferred by this Guarantee and Indemnity or by law.
7. The term "Guarantor" whenever used in this Guarantee and Indemnity shall, if there is more than one person named as Guarantor, mean, and refer to each of them individually and all of them together unless the context otherwise requires, the obligations and agreements on the part of the Guarantor, shall include the Guarantor's executors, administrators, successors and permitted assignments (where applicable) contained in this Guarantee and Indemnity shall bind them jointly and severally.
8. **I/We have been advised to obtain independent legal advice before executing this Guarantee and Indemnity. I/we understand that I/we am/are liable for all amounts owing (both now and in the future) by the Customer to BTC.**
9. I/we irrevocably authorise BTC to obtain from any person or company any information which BTC may require for credit reference purposes. I/we further irrevocably authorise BTC to provide to any third party, in response to credit references and enquiries about me/us or by way of information exchange with credit reference agencies, details of this Guarantee and Indemnity and any subsequent dealings that I/we may have with BTC as a result of this Guarantee and Indemnity being actioned by BTC.
10. The above information is to be used by BTC for all purposes in connection with BTC considering this Guarantee and Indemnity and the subsequent enforcement of the same.

For and on behalf of the Customer I/We confirm I/We have read, understood, and accept the terms of this Guarantee and Indemnity, and I/We agree to be bound by this Guarantee and Indemnity.

GUARANTOR 1

Signed: _____

Full name: _____

Home address: _____

Date of birth: _____

Signature of witness: _____

Name of witness: _____

Occupation: _____

Present address: _____

Executed as a deed this date: _____

GUARANTOR 2

Signed: _____

Full name: _____

Home address: _____

Date of birth: _____

Signature of witness: _____

Name of witness: _____

Occupation: _____

Present address: _____

Executed as a deed this date: _____

- Note: 1. If the Customer is a proprietary limited company, the Guarantor(s) must be the director(s) of the company.
 2. If the Customer is a limited partnership, the Guarantor(s) must be the general partners.
 3. If the Customer is a sole trader or partnership the Guarantor(s) should be some other suitable person(s).
 4. If the Customer is a club or incorporated society the Guarantor(s) should be the president and secretary or another committee member.