



everreadyconcrete.com.au

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PLEASE COMPLETE APPLICATION IN CAPITAL LETTERS

## GUARANTEE

In Consideration of Ever-Ready Concrete Pty. Limited ("you") having at my/our request agreed to supply goods and/or services from time to time on credit to:

Trading Name: \_\_\_\_\_

Address: \_\_\_\_\_

(hereinafter referred to as the debtor),

I/We

(1). \_\_\_\_\_

Full Name

Appointment

of: \_\_\_\_\_

Residential Address

and,

(1). \_\_\_\_\_

Full Name

Appointment

of: \_\_\_\_\_

Residential Address

Hereby jointly and severally agree with you as follows:

1. To guarantee to you the payment by the debtor for all goods and/or services that you may have previously supplied or as you may hereafter supply from time to time at my/our request and notwithstanding that I/we shall not have notice of any neglect or omission on the debtor's part to pay for such goods and/or services according to the terms agreed between you and I/we.
2. This guarantee shall be a continuing guarantee to you for the whole of the debtor's indebtedness or liability to you in respect of goods and/or services supplied or to be supplied to the debtor as aforesaid or upon any other account howsoever or whenever arising, and will continue unconditionally in all circumstances until all of the guaranteed liabilities have been satisfied.
3. You shall be at liberty without discharging me/us from liability hereunder to grant time or other indulgence to the debtor in respect of goods and/or services supplied by you to the debtor as aforesaid and to accept payment from the debtor and to treat the debtor in all respects as though I/we were jointly liable with him as debtors to you instead of being merely sureties for the debtor and in order to give full effect to the provisions of the guarantee I/we hereby waive and each of us hereby waives all rights inconsistent with such provisions and which we might otherwise as sureties be entitled to claim and enforce.

4. The liability of me/us will not be released, prejudiced or abrogated by the granting of time or other indulgence or concession to the debtor or by any variation of the provisions of the Agreement or by any release, abandonment, waiver or modification of any rights or obligations as between you and the debtor or by any or omission by you whereby but for this provision, I/we would or may have been so released, it being intended that the obligation and liability of me/us will be a continuing liability absolute and unconditional in all circumstances.
5. This guarantee shall be enforceable against me/us jointly and each of us severally notwithstanding that any securities granted by the debtor shall at the time of proceedings being taken against us or either of us by this guarantee be outstanding and it is expressly declared that notwithstanding the fact that this instrument of guarantee may be intended or expressed to be executed and given by more than one person the same shall execute the same forthwith upon their execution and shall continue to be binding as against such person or persons notwithstanding the fact that any proposed or contemplated party shall not in fact subsequently execute the same.
6. If any payment made by or on behalf of the debtor to you is avoided or set aside under any law relating to insolvency or otherwise, liability under this guarantee will include payment to you by me/us to the sum equal to the amount of the payment so avoided or set aside.
7. This guarantee is given for valuable consideration and shall be binding on my/our personal representatives and be for the benefit of the successors and assigns of you.
8. I/we acknowledge that in giving this guarantee:
  - (a) I/we have obtained independent legal or other expert advice before giving the guarantee and indemnity; and
  - (b) The provisions of the guarantee and indemnity and their legal and practical effect have been accurately explained to me/us; and
  - (c) I/we fully understand the provisions of the guarantee and indemnity and their effect; and
  - (d) I/we have done so without undue influence or pressure from you.

That this guarantee and indemnity will be governed by and construed in accordance with the laws of New South Wales and the parties submit to the non-exclusive jurisdiction of the courts of the State of New South Wales.

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_

At \_\_\_\_\_

**APPLICANT 1:**

Signature of **Guarantor**

Signature of **Witness**

\_\_\_\_\_

\_\_\_\_\_

Occupation \_\_\_\_\_

Full Name \_\_\_\_\_

Address \_\_\_\_\_

Position \_\_\_\_\_

**APPLICANT 2:**

Signature of **Guarantor**

Signature of **Witness**

\_\_\_\_\_

\_\_\_\_\_

Occupation \_\_\_\_\_

Full Name \_\_\_\_\_

Address \_\_\_\_\_

Position \_\_\_\_\_



**BATHURST  
CONCRETE  
PUMPING**