

**Personal Guarantee and Indemnity**

**If the Customer is a company, you must provide guarantors acceptable to J. A. Russell Ltd. We recommend that guarantors obtain independent legal advice before signing this guarantee and indemnity.**

In consideration of J. A. Russell Ltd ("the Company") at my/our request supplying and continuing to supply goods to the Customer, I/we (insert names of person(s) giving the guarantee) \_\_\_\_\_ jointly and severally:

- 1 Unconditionally and irrevocably guarantee to the Company due and punctual payment of all moneys owing by the Customer to the Company from time to time.
- 2 Agree that:
  - (a) This guarantee is a continuing guarantee, is in addition to any other guarantee or security held by the Company at any time and may be enforced by the Company without the Company first having taken steps against the Customer, any other person or under any other guarantee or security.
  - (b) I/we enter into this guarantee as a principal debtor jointly and severally with the Customer.
  - (c) No completion of a new credit application form by the Customer, change to the Company's terms of trade with the Customer, granting of additional credit or extension of time for payment to the Customer and no release, waiver, concession, delay or other indulgence given by the Company to the Customer or any other thing by which I/we would have been released had I/ we been merely a surety will release, prejudice or affect my/our liability under this guarantee.
  - (d) This guarantee will continue in force even if the Customer's account is in credit from time to time.
  - (e) Within seven days of receipt of notice in writing of any default by the Customer, I/we will make payment to the Company of all sums in respect of which such default has been made.
  - (f) This guarantee will bind our respective personal representatives.

Agree to indemnify the Company on demand for all losses and costs incurred by the Company as a result of any failure by the Customer to pay any moneys owing to the Company as it falls due.

Agree that the Company may assign its rights under this guarantee and indemnity to any other person without my/our consent.

Acknowledge having read the clause headed "Privacy" in the Company's Terms of Trade included in this application form and agree to the Company collecting, holding and using my/our personal information in accordance with that clause.

Acknowledge having read and understood the terms of this guarantee and indemnity and having been advised, and been given the opportunity, to seek independent legal advice before signing.

Signed as a Deed

Signature of Guarantor 1:	Name:	Address:	Date:
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Signature of Witness:	Name:	Address:	Occupation:
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Signature of Guarantor 2:	Name:	Address:	Date:
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Signature of Witness:	Name:	Address:	Occupation:
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>