

PERSONAL GUARANTEE & INDEMNITY



Goodson Imports NZ Pty Ltd
 Unit R, 20 Cain Rd, Penrose,
 Auckland 1061
 P.O. Box 24637 Royal Oak 1345
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IN CONSIDERATION of **Goodson Imports NZ Pty Ltd** and its successors and assigns "the Seller" at the request of the Guarantor (as is now acknowledged) supplying and continuing to supply Goods and/or Services to

....."The Client"

I / We UNCONDITIONALLY and IRREVOCABLY;

1. GUARANTEE the due and punctual payment to the Seller of all moneys which are now owing to the Seller by the Client and all further sum of money from time to time owing to the Seller by the Client in respect of Goods and Services supplied or to be supplied by the Seller to the Client or any other liability of the Client to the Seller, and the due observance and performance by the Client of all its obligations contained or implied in any contract with the Seller. If for any reason the Client does not pay any amount owing to the Seller the Guarantor will immediately on demand pay the relevant amount to the Seller.
2. HOLD HARMLESS and INDEMNIFY the Seller on demand as a separate obligation against any liability (including but not limited to damages, costs, losses and legal fees as defined hereunder in paragraph b hereof) incurred assessed against the Seller in connection with;
 - (a) the supply of Goods and or Services to the Client; or
 - (b) the recovery of moneys owing to the Seller by the Client including the enforcement of this Guarantee, and including but not limited to costs of collection and legal costs calculated and own client basis; or
 - (c) moneys paid by the Seller with the Clients consent in settlement of a dispute that arises or results from a dispute between, the Seller, the Client, and a third party or any combination thereof over the supply of Goods and Services by the Seller to the Client.

I / WE FURTHER ACKNOWLEDGE and AGREE THAT;

3. This Guarantee and Indemnity shall constitute and continuing guarantee and indemnity and accordingly shall be irrevocable and remain in force and effect and unconditional until the whole of the moneys owing to the Seller by the Client and all its obligations herein have been fully paid satisfied and performed.
4. No granting of credit, extension of further credit, or granting of time and no waiver, indulgence or neglect to sue on the Sellers part (whether in respect of the Client or any one or more of any other guarantors or otherwise) and on 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 Clients obligations Seller, each guarantor shall be a principal debtor and liable to the Seller accordingly.
5. If any payment received or recovered by the Seller is avoided by law such payment shall be deemed not to have discharged the liability of the Guarantor, and the Guarantor and the Seller shall each be restored to the position in which they would have been had no such payment been made.
6. This Guarantee and Indemnity shall bind each of the signatories notwithstanding that one or more of the persons named as a "Guarantor" may never execute this Guarantee and Indemnity.
7. The term "Guarantor" whenever used in this Guarantee and Indemnity shall, if there is any more than one person named as Guarantor, means and refer to each of them individually and both of them together unless the context otherwise requires, and the obligations and agreements on the part of the Guarantor 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 but have either waived or declined to take independent legal advice. I / we understand that I / we am / are liable or all amounts owing (both now and in the future) by the Client to the Seller.
9. The above information is to be used by the Seller for all purposes in connection with the Seller considering this Guarantee and the subsequent enforcement of the same.
10. I / we irrevocably authorise the Seller to obtain from any person or company any information which the Seller may require for credit reference purposes. I / we further authorise the Seller to provide to any third party in response to credit references and enquires 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 the Seller as a result of this Guarantee being actioned by the Seller.
11. Our liability shall not be affected by any change in the membership of the Company or any change in the Directors of the Company or the liquidation of the Company.

GUARANTOR	
Signed _____	
Full name _____	Date of Birth _____
Present Address _____	Phone No _____
Signature of Witness _____	
Name of Witness _____	
Occupation _____	
Present Address _____	

Executed as a Deed this _____ day of _____ 20.....

NOTE: If the Client is a club or Incorporated Society, the Guarantor(s) should be the President and Secretary or other committee member