

CREDIT ACCOUNT APPLICATION
SECTION 1 – APPLICANT DETAILS

Trading Name:				ABN:	
Trust Name:					
Legal Name:				ACN:	
Entity Type:	<input type="checkbox"/> Company <input type="checkbox"/> Sole Trader <input type="checkbox"/> Partnership <input type="checkbox"/> Trust				
Nature of Business:					
Date Commenced:			No. Employees:		
Postal Address:					
				State & Postcode:	
Delivery Address:					
				State & Postcode:	
Phone:			Accounts Phone:		
Fax:			Accounts Fax:		
Email:			Accounts Email:		
Purchasing Contact:			Accounts Contact:		
PO No. Required:	<input type="checkbox"/> Yes <input type="checkbox"/> No				

Partner, Sole Trader, Director or Trustee details:

Name	Residential Address	Date of Birth
1.		
2.		
3.		
4.		

Has any Shareholder, Director, Partner or Trustee been declared bankrupt or been a Shareholder, Director, Partner, Principal or Trustee of any entity wound up or subject to a scheme of arrangement with creditors or under official management? ☐ Yes ☐ No

If yes, please provide further details and attach it to this application. Additional details may be required at a later date.

Bank Details

Account Name:		BSB:	
Name of Bank:		Account Number:	

SECTION 2 – CREDIT LIMIT REQUIRED

Estimated Monthly Purchases:	
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SECTION 3 – TRADE REFERENCES

Supplier 1:			Branch:		State:	
Phone:		Fax:		Email:		
Supplier 2:			Branch:		State:	
Phone:		Fax:		Email:		
Supplier 3:			Branch:		State:	
Phone:		Fax:		Email:		

CREDIT ACCOUNT APPLICATION (CONTINUED)

SECTION 4 – CREDIT ACCOUNT TERMS & CONDITIONS

Specialised Pipe and Fittings Australia Pty Ltd ABN 52 604 573 480 trading as Specialised Pipe and Fittings Australia ("SPFA") agrees to provide the Customer with the Products ordered subject to the following Conditions of Sale. These Credit Account Terms & Conditions ("Conditions") apply in respect of all offers to sell, quotations and other commercial transactions for the supply of Products by SPFA and its Agents.

1. Interpretation

In these conditions:

- 1.1. "Attachment" has the same meaning as it is given in section 19 of the Personal Property Securities Act 2009;
- 1.2. "Contract" means the contract for the sale and purchase of the Products comprising the sales contract, invoice, quotation and these Conditions;
- 1.3. "Customer" means the party making this application for credit;
- 1.4. "Directors" means any director(s) of the Customer, jointly and severally;
- 1.5. "GST" has the same meaning it does in Section 195-1 of the GST Act;
- 1.6. "GST Act" means A New Tax System (Products and Services Tax) Act 1999 (as amended);
- 1.7. "Products" means all products supplied by SPFA to the Customer as described on the sales contract, invoice or quotation or any other forms as provided by SPFA to the Customer.

2. Acceptance

- 2.1. Any instructions received by SPFA from the Customer for the supply of Products and/or the Customer's acceptance of Products supplied by SPFA shall constitute acceptance of the Conditions contained herein.
- 2.2. Upon acceptance of these Conditions by the Customer the Conditions are binding and can only be amended with the written consent of SPFA.
- 2.3. The Customer shall give SPFA not less than fourteen (14) days prior written notice of any proposed change of ownership of the Customer or any change in the Customer's name and/or any other change in the Customer's details (including but not limited to, changes in the Customer's address, facsimile number, or business practice).
- 2.4. Products are supplied by SPFA only on the Conditions herein to the exclusion of anything to the contrary in the terms of the Customer's order notwithstanding that any such order is placed on terms that purport to override these Conditions.

3. Price of Products

- 3.1. The price of the Products shall be the price appearing on the sales contract, invoice or quotation provided by SPFA. All prices quoted are valid for 7 days only or until earlier acceptance by the Customer, after which time they may be altered by SPFA without notice to the Customer.
- 3.2. SPFA reserves the right, by notice to the Customer at any time before delivery, to increase the price of Products to reflect any reasonable increase in costs to SPFA due to any factor beyond the reasonable control of SPFA or including, but not limited to:
 - 3.2.1. any change in delivery dates, quantities or specifications for the Products which is requested by the Customer, or any delay caused by instructions of the Customer or failure of the Customer to give SPFA adequate information or instructions; or
 - 3.2.2. material price fluctuations; or
 - 3.2.3. labour costs.
- 3.3. If the Customer requires any variation to the Contract, then SPFA shall be entitled to increase the price of the Products in order to perform the variation, provided that all such variations to the Contract have been agreed to in writing by both parties. Also, SPFA may charge the Customer an additional administration fee in respect of the variations for an amount equal to 10% of the variation costs (up to a maximum of \$150).
- 3.4. If due to any change to any statute, law or due to any lawful direction or due to circumstances that could not reasonably have been foreseen by SPFA at the time the Contract was entered into, SPFA incurs any additional cost in the performance of the Contract then SPFA shall be entitled to vary the price of the Products by a reasonable amount having regard to the additional costs to be incurred by SPFA provided that before increasing the price and/or carrying out the works relating to the variation, SPFA provides the Customer a written statement setting out the reason for, and additional costs incurred on account of the variation.

CREDIT ACCOUNT APPLICATION (CONTINUED)

- 3.5. Unless otherwise stated, the price of the Products as shown on the sale contract, invoice or quotation is exclusive of GST.

4. Terms of Payment

- 4.1. Unless otherwise stated on the sales contract, invoice or quotation or agreed between SPFA and the Customer, the Customer is required to pay SPFA for the Products in full no later than 30 days following the end of the month in which the sales contract, invoice or quotation was provided to the Customer, or at the time of Delivery.
- 4.2. If SPFA grants the Customer a credit facility in relation to payment for the Products, then the following terms shall apply instead of the standard payment terms referred to in clause 4.1 above:
- 4.2.1. The Customer is required to pay SPFA for the Products in full no later than 30 days following the end of the month in which SPFA provides the Customer with the credit facility;
- 4.2.2. If the Contract or credit facility is terminated by either party in accordance with clause 9.1, then the Customer is required to pay SPFA immediately an amount equal to the total value of Products supplied up until the date of termination;
- 4.2.3. SPFA may at any stage during the life of the Contract impose as a condition precedent to the granting of further credit that the Customer gives security or additional security as SPFA shall acting reasonably and in accordance with SPFA's commercial interests, think fit and SPFA shall be entitled to withhold supply of any Products or credit facility until such security or additional security shall be obtained.
- 4.3. If the Customer fails to make any payment on the due date in accordance with this clause, then without prejudice to any other rights or remedies available to SPFA, SPFA may:
- 4.3.1. cancel the Contract and suspend any further deliveries to the Customer;
- 4.3.2. all monies due to SPFA shall immediately become due and payable and shall be paid by the Customer within 7 days of the date of demand;
- 4.3.3. appropriate any payment made by the Customer to such of the Products as SPFA may think; and
- 4.3.4. charge the Customer interest on the unpaid amount at a rate of 10% above the Reserve Bank of Australia Cash Rate.
- 4.4. The Customer shall indemnify SPFA in relation to any reasonable expenses, costs or disbursements incurred by SPFA in recovering any outstanding monies due by the Customer to SPFA including, but not limited to, debt collection agency fees, commission and any other fees paid to SPFA's solicitors.
- 4.5. Time is of the essence with respect to the payment obligations under this clause 4.

5. Delivery

- 5.1. Any dates quoted for delivery of the Products by SPFA are approximate only and SPFA shall not be liable for any delay in delivery of the Products however caused.
- 5.2. SPFA shall notify the Customer when the Products are available for Delivery. Delivery of the Products shall occur when the Customer or the Customer's agents or courier takes possession of the Products at SPFA's premises.
- 5.3. The failure of SPFA to deliver shall not amount to a breach of this Contract.
- 5.4. The Customer shall give SPFA written notice of any claims of damage, incorrect or short quantity of the Products within 7 days of delivery.

6. Return of Products

- 6.1. Returned Products will not be accepted for credit without prior written approval by SPFA.
- 6.2. Returned Products arriving without prior written approval will not be accepted for credit and will be returned to the Customer at the Customer's cost.
- 6.3. Any returned Products accepted for credit may be subject to a restocking fee which will be payable upon return of the Products to SPFA's premises.
- 6.4. Subject to clause 6.1, any requests for credit from the Customer must be provided to SPFA within seven (7) days of returning the Products to SPFA's premises.

7. Title and Risk

- 7.1. Risk of damage to or loss of the Products shall pass to the Customer upon delivery in accordance with clause 5.

CREDIT ACCOUNT APPLICATION (CONTINUED)

- 7.2. Title and ownership to the Products shall not pass to the Customer until:
 - 7.2.1. SPFA has received in cleared funds, payment in full for all indebtedness including the price of the Products delivered and any other sums which are or may become outstanding under the Contract or otherwise; and
 - 7.2.2. the Customer has met all other obligations due by the Customer to SPFA in respect of all other contracts between the SPFA and the Customer.
- 7.3. The Customer shall insure the Products for the period between delivery and prior to ownership passing to the Customer and note SPFA's interest under the policy of insurance.
- 7.4. Until such time as full title and ownership to the Products passes to the Customer in accordance with clause 7.2:
 - 7.4.1. the Customer must hold the Products as SPFA's fiduciary agent and bailee and must keep the Products separate from all other Products except as is expressly consented to by SPFA in writing from time to time;
 - 7.4.2. where practicable, the Customer must keep the Products properly stored, protected and identified as SPFA's property;
 - 7.4.3. SPFA may at any time after payment of the Products is due in accordance with clause 4, require the Customer to deliver up the Products to SPFA and, if the Customer fails to do so immediately, to enter the premises of the Customer or any third party where the Products are stored and repossess the Products;
 - 7.4.4. If the Customer fails to deliver up the Products, SPFA or SPFA's agent may enter any premises where the Products are located and re-take possession of the Products and the Customer shall indemnify SPFA against all claims, damages or other losses of whatever nature suffered as a consequence of SPFA recovering or attempting to recover the Products;
 - 7.4.5. the Customer shall not charge the Products in any way nor grant nor otherwise give any interest in the Products;
 - 7.4.6. if the Products are converted into other products, the parties agree that SPFA will be the owner of the end products; and
 - 7.4.7. the Customer shall hold any proceeds from the sale or disposal of the Products, up to and including the amount the Customer owes to SPFA for the Products, on trust for SPFA.

8. Limitations and Warranty

- 8.1. SPFA makes no express warranties or representations to the Customer in relation to the Products, except those expressly set out in these Conditions.
- 8.2. The Customer acknowledges that the Products supplied by SPFA are manufactured by third parties, and as such, SPFA is not liable for any defects attributable to their manufacture.
- 8.3. The Customer shall be entitled to any benefit of any manufacturer's warranty in respect of such Products. SPFA shall use reasonable endeavours to assist the Customer in obtaining the benefit of any such manufacturer's warranty. However, SPFA accepts no responsibility for any manufacturer's warranty or claim arising from the use of the Products, whether singularly or in combination with other Products.
- 8.4. Except as set out in this clause or elsewhere in this Contract, SPFA does not make any warranties or representations regarding the Products. All warranties, conditions, rights and guarantees implied by any statute or other law are expressly excluded. Where SPFA's liability cannot be excluded by operation of any statute including the Competition and Consumer Act 2010 (as amended) and the Australian Consumer Law, SPFA's liability shall be limited to the cost of replacing the defective Product or the cost of repairing the Products, at SPFA's discretion provided that in all such cases freight costs and costs of dismantling and reassembly shall be borne by the Customer (if any) and which shall not exceed the price of the Products.
- 8.5. This warranty does not apply if in SPFA's reasonable opinion the defects in the Products have been caused by any fair wear and tear or the Products have been used, serviced or maintained in any way that is contrary to SPFA's or the manufacturer's recommendations from time to time.
- 8.6. SPFA is not liable for any loss or damage howsoever arising.
- 8.7. Neither party is liable to each other for any consequential losses including without limitation loss of revenue, lost profits, damage to goodwill, property damage, lost opportunities or loss of anticipated savings.
- 8.8. This clause survives the termination and/or expiration of the Contract.

CREDIT ACCOUNT APPLICATION (CONTINUED)

9. Termination

- 9.1. Either party may terminate this Contract or credit facility at any time by written notice to the other party.
- 9.2. However, termination of orders for Products made to the Customer's specifications or non-stocklist items will not be accepted, once production has commenced.

10. Personal Property Securities Act 2009 ("PPSA")

- 10.1. In this clause:
 - 10.1.1. financing statement has the meaning given to it by the PPSA;
 - 10.1.2. financing change statement has the meaning given to it by the PPSA;
 - 10.1.3. security agreement means the security agreement under the PPSA created between the Customer and SPFA by these terms and conditions; and
 - 10.1.4. security interest has the meaning given to it by the PPSA.
- 10.2. The Customer acknowledges and agrees that these Conditions:
 - 10.2.1. constitute a security agreement for the purposes of the PPSA; and
 - 10.2.2. create a security interest in:
 - i. all Products previously supplied by SPFA to the Customer (if any);
 - ii. all Products that will be supplied in the future by SPFA to the Customer.
- 10.3. The Customer undertakes to:
 - 10.3.1. promptly sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which SPFA may reasonably require to:
 - i. register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register;
 - ii. all Products that will be supplied in the future by SPFA to the Customer.
 - iii. register any other document required to be registered by the PPSA; or
 - iv. correct a defect in a statement referred to in clause 10.3(a)(i) or 10.3(a)(ii);
 - 10.3.2. indemnify, and upon demand reimburse, SPFA for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register established by the PPSA or releasing any Products charged thereby;
 - 10.3.3. not register a financing change statement in respect of a security interest without the prior written consent of SPFA;
 - 10.3.4. not register, or permit to be registered, a financing statement or a financing change statement in relation to the Products in favour of a third party without the prior written consent of SPFA; and
 - 10.3.5. immediately advise SPFA of any material change in its business practices of selling the Products which would result in a change in the nature of proceeds derived from such sales.
- 10.4. SPFA and the Customer agree that sections 96, 115 and 125 of the PPSA do not apply to the security agreement created by these terms and conditions.
- 10.5. The Customer hereby waives its rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA.
- 10.6. The Customer waives its rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA.
- 10.7. Unless otherwise agreed to in writing by SPFA, the Customer waives its right to receive a verification statement in accordance with section 157 of the PPSA.
- 10.8. The Customer shall unconditionally ratify any actions taken by SPFA under clauses 10.3 to 10.5.

11. Privacy Act

- 11.1. For the purposes of the credit facility, the Customer and/or the Guarantor/s (herein referred to as the Customer) agree for SPFA to obtain from a credit reporting agency a credit report containing personal credit information about the Customer in relation to credit provided by SPFA.
- 11.2. The Customer agrees that SPFA may exchange information about the Customer with those credit providers either named as "Trade References" by the Customer or named in a consumer credit report issued by a credit reporting agency for the following purposes:
 - 11.2.1. to assess an application by the Customer; and/or
 - 11.2.2. to notify other credit providers of a default by the Customer; and/or
 - 11.2.3. to exchange information with other credit providers as to the status of this credit account, where the Customer is in default with other credit providers; and/or
 - 11.2.4. to assess the creditworthiness of the Customer.

CREDIT ACCOUNT APPLICATION (CONTINUED)

- 11.3. The Customer understands that the information exchanged can include anything about the Customer's creditworthiness, credit standing, credit history or credit capacity that credit providers are allowed to exchange under the Privacy Act 1988.
- 11.4. The Customer consents to SPFA being given a consumer credit report to collect overdue payment on commercial credit (Section 18K(1)(h) Privacy Act 1988).
- 11.5. The Customer agrees that personal credit information provided may be used and retained by SPFA for the following purposes (and for other purposes as shall be agreed between the Customer and Contractor or required by law from time to time):
 - 11.5.1. the provision of Products; and/or
 - 11.5.2. the marketing of Products by SPFA, its agents or distributors; and/or
 - 11.5.3. analysing, verifying and/or checking the Customer's credit, payment and/or status in relation to the provision of Products; and/or
 - 11.5.4. processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Customer; and/or
 - 11.5.5. enabling the daily operation of Customer's account and/or the collection of amounts outstanding in the Customer's account in relation to the Products.
- 11.6. SPFA may give information about the Customer to a credit reporting agency for the following purposes:
 - 11.6.1. to obtain a consumer credit report about the Customer;
 - 11.6.2. allow the credit reporting agency to create or maintain a credit information file containing information about the Customer.
- 11.7. The information given to the credit reporting agency may include:
 - 11.7.1. personal particulars (the Customer's name, sex, address, previous addresses, date of birth, name of employer and driver's licence number;
 - 11.7.2. details concerning the Customer's application for credit or commercial credit and the amount requested;
 - 11.7.3. advice that SPFA is a current credit provider to the Customer;
 - 11.7.4. advice of any overdue accounts, loan repayments, and/or any outstanding monies owing which are overdue by more than sixty (60) days, and for which debt collection action has been started;
 - 11.7.5. that the Customer's overdue accounts, loan repayments and/or any outstanding monies are no longer overdue in respect of any default that has been listed;
 - 11.7.6. information that, in the opinion of SPFA, the Customer has committed a serious credit infringement (that is, fraudulently or shown an intention not to comply with the Customers credit obligations);
 - 11.7.7. advice that cheques drawn by the Customer for one hundred dollars (\$100) or more, have been dishonoured more than once;
 - 11.7.8. that credit provided to the Customer by SPFA has been paid or otherwise discharged.

12. Disputes

- 12.1. If a dispute arises out of or relates to the Contract, or the breach, termination, validity or subject matter thereof, or as to any claim in tort, in equity or pursuant to any domestic or international statute or law, the parties to the Contract and the dispute shall endeavour in good faith to settle the dispute by mediation before having recourse to arbitration or litigation.
- 12.2. A party claiming that a dispute has arisen must give written notice to the other party or parties specifying the nature of the dispute ("Dispute Notice").
- 12.3. On receipt of the Dispute Notice, the parties shall within 7 days of receipt of the Dispute Notice convene (by electronic means if required) to resolve the dispute in good faith (without being required to make concessions against their interest or act uncommercially) with a view to resolving the dispute as quickly as possible.
- 12.4. If the dispute is not resolved within 30 days or within such further period as the parties agree then the parties shall refer the dispute to mediation in accordance with the Mediation Rules of the Resolution Institute (WA Chapter) with the mediation to be held in Perth.
- 12.5. If the dispute is not resolved at mediation, either party may refer the dispute to be finally resolved by arbitration under the Arbitration Rules of the Resolution Institute (WA Chapter) with the arbitration to be held in Perth.
- 12.6. Subject to the rights of Parties under this Contract, the Parties shall otherwise continue to perform their respective obligations under this Contract pending the resolution of the dispute.

CREDIT ACCOUNT APPLICATION (CONTINUED)

13. Trustee Companies

- 13.1. If the Customer at any time upon or subsequent to entering into this agreement is acting in the capacity of trustee of any trust ("Trust") then whether or not SPFA may have notice of the Trust, the Customer covenants with SPFA as follows:
 - 13.1.1. The agreement extends to all rights of indemnity which the Customer now or subsequently may have against the Trust and the trust fund
 - 13.1.2. The trustee is bound by the terms and conditions of this agreement and charges its freehold property which it holds as trustee, as trustee for the trust;
 - 13.1.3. The trustee warrants that the trustee has authority and power to enter into this agreement with SPFA and to charge its land in accordance with the terms and conditions under the trust instrument and by operation of law;
 - 13.1.4. The Customer will not without consent in writing of SPFA (with such consent not to be unreasonably withheld), cause, permit or suffer to happen any of the following events:
 - 13.1.5. The removal, replacement or retirement of the Customer as trustee of the Trust;
 - 13.1.6. Any alteration to or variation of the terms of the Trust;
 - 13.1.7. Any advancement or distribution of capital of the Trust; or
 - 13.1.8. Any resettlement of the trust property.

14. General

- 14.1. The Contract is the entire agreement between the parties about its subject matter and supersedes all other contracts, arrangements and understandings relating to the supply delivery of the Products.
 - 14.1.1. Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, COVID-19, pandemic, industrial action, fire, flood, storm or other event beyond the reasonable control of either party.
 - 14.1.2. The parties shall execute such further documents and do any and all such further things as may be reasonably necessary to implement and carry out the intent of this Contract.
- 14.2. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 14.3. If any provisions of these conditions are inconsistent with the PPSA, the PPSA shall prevail to the extent of that inconsistency.
 - 14.3.1. The parties agree that the abovementioned terms and conditions shall be governed and construed in accordance with the laws of the State of Western Australia and the Customer and SPFA submit to the nonexclusive jurisdiction of the courts of that State.

CREDIT ACCOUNT APPLICATION (CONTINUED)

SECTION 5 – ACKNOWLEDGMENT

I/We being the authorised person of (Applicant) _____
have read, understood and hereby agree to adhere to and be bound by the Conditions stated in Section 4 of this Contract
and also warrant that the information given in this application and annexures hereto is true and correct at the date of
signing.

Who must sign this Agreement on behalf of the Customer:

For Companies: Where there is only one director for the company then that person must sign; where there are two or more directors for the company then two (2) Directors or a Director & Company Secretary must sign.

Sole Traders operating under their own name or under a business name: The individual.

Partnerships: All Partners of the Partnership.

Where this is not possible please contact the SPFA office.

Signatory	
Signature:	
Name:	
Position:	
Date:	

Independent Witness	
Signature:	
Name:	
Address:	
Date:	

Signatory	
Signature:	
Name:	
Position:	
Date:	

Independent Witness	
Signature:	
Name:	
Address:	
Date:	

PERSONAL GUARANTEE AND INDEMNITY (CONTINUED)

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

IMPORTANT: As part of your application for credit, 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) names as applicable*
have requested the supplier to supply _____
Insert Company/Partnership/Sole Trader Name
Trust Name (if a Trust) _____
Insert Trust Name
Trading as (if applicable) _____
Insert Registered Business Name
(the "Customer") of _____
Insert Street Address (not PO Box)

With Products on Credit

* Guarantor(s) names should agree with those on Certificate of Guarantee - Executed as Deed.

In consideration of the provision of credit and the sale of the Products to the Customer:

1. I/We guarantee payment to SPFA of the whole price charged by SPFA for Products 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 SPFA. I/We also guarantee the performance of the obligations of the Customer pursuant to the guarantee given by the Customer to SPFA in the Contract.
2. I/We indemnify SPFA against all costs, losses and expenses which SPFA incur as a result of any default by the Customer. I/We agree to pay any 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 SPFA 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 SPFA to the Customer and, without further notice to me/us, this Guarantee will extend to all liabilities from the Customer to SPFA.
5. This Guarantee may be withdrawn by the Guarantor(s) on expiry of 14 days following written notice of withdrawal being delivered to SPFA's Company Secretary at its registered office. This Guarantee will continue in force in respect of all debt incurred up to the date of withdrawal.
6. As security for the obligations and liabilities of the Guarantor(s):
 - (a) I/We charge 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 SPFA, with the due and punctual payment and performance of those obligations and liabilities of the Guarantor(s);
 - (b) Without limiting the generality of the charge in clause 6(a), I/we agree on request by SPFA to execute any documents and do all things reasonably required by SPFA 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 SPFA to be the Guarantor's(s') lawful attorney for the purposes of executing and registering such documents. I/We indemnify SPFA on an indemnity basis against all costs and expenses incurred by SPFA as the case may be in connection with the preparation and registration of such mortgage documents;
 - (c) I/We consent unconditionally to SPFA lodging a caveat or caveats noting its interest in any Real Property;
 - (d) We agree to advise SPFA 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 SPFA against any costs or losses it may incur in connection with such claim. This indemnity shall continue to apply notwithstanding

any withdrawal under clause 5;

- (f) If the charge created by clause 6(a) is or becomes void or unenforceable, it may be severed from this Guarantee without any effect on SPFA'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.

7. 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 SPFA may at any time, and from time to time, proceed against any or all of them in respect of the Guarantor's obligations as SPFA may choose in its absolute discretion, and SPFA is not to be obliged to make any claim against all the persons comprising the Guarantor.
8. 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 SPFA) 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 SPFA under this Guarantee including without limitation proving or claiming in competition with SPFA so as to diminish any distribution, dividend or payment which, but for the proof or claim, SPFA would be entitled to receive pursuant to the winding up or bankruptcy of the Customer.
9. The definitions in the Contract 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 (CONTINUED)**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 SPFA may recover the amount of these payments from me/us personally. In such case, SPFA 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	
Signature:	
Name:	
Address:	
Date:	

Independent Witness	
Signature:	
Name:	
Address:	
Date:	

Guarantor	
Signature:	
Name:	
Address:	
Date:	

Independent Witness	
Signature:	
Name:	
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Guarantor	
Signature:	
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Independent Witness	
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Guarantor	
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Independent Witness	
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