Applied VoIP Pty Ltd
ABN 44 060 142 878
Unit 2, 2 Pioneer Avenue
Thornleigh NSW 2120
Ph: (02) 8014 9696
Fax: (02) 9980 8269

Personal/Director's Guarantee and Indemnity

IN CONSIDERATION of Applied VoIP Pty Ltd and its successors and assigns ("Applied VoIP") 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 Applied VoIP of all moneys which are now owing to Applied VoIP by the CUSTOMER and all further sums of money from time to time owing to Applied VoIP by the CUSTOMER in respect of goods and services supplied or to be supplied by Applied VoIP to the CUSTOMER or any other liability of the CUSTOMER to Applied VoIP, and the due observance and performance by the CUSTOMER of all its obligations contained or implied in any contract with Applied VoIP. If for any reason the CUSTOMER does not pay any amount owing to Applied VoIP the Guarantor will immediately on demand pay the relevant amount to Applied VoIP.
2. **HOLD HARMLESS AND INDEMNIFY** Applied VoIP 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 by, or assessed against, Applied VoIP in connection with:
   (a) the supply of goods and/or services to the CUSTOMER; or
   (b) the recovery of moneys owing to Applied VoIP by the CUSTOMER including the enforcement of this Guarantee and Indemnity, and including but not limited to Applied VoIP's nominees costs of collection and legal costs calculated on a solicitor and own client basis; or
   (c) moneys paid by Applied VoIP with the CUSTOMER's consent in settlement of a dispute that arises or results from a dispute between, Applied VoIP, the CUSTOMER, and a third party or any combination thereof, over the supply of goods and/or services by Applied VoIP to the CUSTOMER.

I/WE FURTHER ACKNOWLEDGE AND AGREE THAT

3. 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 the whole of moneys owing to Applied VoIP by the CUSTOMER and all 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 Applied VoIP'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 Applied VoIP, each Guarantor shall be a principal debtor and liable to Applied VoIP accordingly.
5. If any payment received or recovered by Applied VoIP is avoided by law such payment shall be deemed not to have discharged the liability of the Guarantor, and the Guarantor and Applied VoIP shall each be restored to the position in which they would have been had no such payment been made.
6. 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, and the obligations and agreements on the part of the Guarantor contained in this Guarantee and Indemnity shall bind them jointly and severally.
7. **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 Applied VoIP.**
8. I/we irrevocably authorise Applied VoIP to obtain from any person or company any information which Applied VoIP may require for credit reference purposes. I/We further irrevocably authorise Applied VoIP 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 Applied VoIP as a result of this Guarantee and Indemnity being actioned by Applied VoIP.
9. The above information is to be used by Applied VoIP for all purposes in connection with Applied VoIP considering this Guarantee and Indemnity and the subsequent enforcement of the same.

GUARANTOR-1

SIGNED: ……

FULL NAME: ……

PRESENT ADDRESS: ……

SIGNATURE OF WITNESS:……

NAME OF WITNESS:…….. OCCUPATION: ……

PRESENT ADDRESS: ……

EXECUTED as a Deed this day of 20____

GUARANTOR-2

SIGNED: ……

FULL NAME: ……

PRESENT ADDRESS: ……

SIGNATURE OF WITNESS:……

NAME OF WITNESS:…….. OCCUPATION: ……

PRESENT ADDRESS: ……

EXECUTED as a Deed this day of 20____

Note: 1. If the CUSTOMER is a sole trader or partnership the Guarantor(s) should be some other suitable person(s).
2. If the CUSTOMER is a club or incorporated society the Guarantor(s) should be the president and secretary or other committee member.

WARNING: THIS IS AN IMPORTANT DOCUMENT
YOU SHOULD SEE YOUR OWN LAWYER OR ADVISOR BEFORE SIGNING IT