

**GUARANTEE**



To: Lloyd Philips Group Victoria Pty Ltd  
4 Corporate Avenue  
ROWVILLE 3178

1. I / we being Director/s or Sole Proprietor/s of the customer named

(called the "Guarantor") **IN CONSIDERATION of LLOYD PHILIPS GROUP VICTORIA PTY LTD** (called "Lloyd Philips") trading as **LLOYD PHILIPS GROUP** providing labour hire and associated services in the normal course of its business to the **aforesaid customer DO HEREBY** for ourselves and our respective executors and administrators **JOINTLY and SEVERALLY GUARANTEE** to Lloyd Philips the due and punctual payment of all moneys which may now or hereafter become owing and payable to Lloyd Philips by **aforesaid customer** and the amount in any of losses damages claims demands liabilities expenses and costs (including legal costs) incurred by reason of the default by **aforesaid customer**.

2. The Guarantors shall make payment to Lloyd Philips of the moneys hereby guaranteed on demand by or on behalf of Lloyd Philips to the Guarantors which demand shall be deemed duly made if the same be in writing signed by a director or the secretary for the time being of Lloyd Philips or Lloyd Philips's solicitors and either left at the address of the Guarantors referred to above or sent by prepaid mail addressed to the Guarantors at such address and if posted as aforesaid shall be deemed received by the Guarantors on the third day next following the date of posting.

3. Should payment remain outstanding beyond Lloyd Philips's payment terms as outlined in Clause 2, the Guarantor is liable for all costs including legal costs (on a solicitor/own client basis) and mercantile agents fees incurred by the Seller in recovering the amount outstanding.

4. A certificate (whether forming part of a demand or not) signed by any director or the secretary for the time being of Lloyd Philips stating the amount of moneys due and payable by the Guarantors to Lloyd Philips shall be conclusive evidence against the Guarantors that the amount so stated is the amount of moneys due and payable by the Guarantors to Lloyd Philips as at the date referred to in the said certificate.

5. This guarantee shall be a continuing guarantee and shall not be released by any neglect or forbearance on the part of Lloyd Philips in enforcing payment of any of the moneys payable hereunder or by the time being given to **aforesaid customer** for any such payment or by any other thing which under the law relating to sureties would but for this provision have the effect of releasing the Guarantors their executors or administrators.

6. The Guarantors will keep Lloyd Philips indemnified against all losses damages claims demands liabilities expenses and cost (including legal costs) sustained or incurred by Lloyd Philips on account of the due and punctual payment of all moneys which may now or hereafter becoming owing and payable to Lloyd Philips by **aforesaid customer**.

7. If the default in payment of any amount owed to Lloyd Philips, the Guarantors specifically authorise Lloyd Philips to lodge a Caveat against any dealings with any such property.

**IN WITNESS** the Guarantors have signed this Deed of Guarantee the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

<b>SIGNED SEALED AND DELIVERED</b>	)	<b>SIGNED SEALED AND DELIVERED</b>	)
By _____	)	By _____	)
Print name: _____	)	Print name: _____	)
Address: _____	)	Address: _____	)
Witness to Sign: _____	)	Witness to Sign: _____	)
Witness Name: _____	)	Witness Name: _____	)
Address: _____	)	Address: _____	)
_____	)	_____	)
_____	)	_____	)