



AFSA Credit Facility: Directors Guarantee Form

To: Australian Financial Security Authority (AFSA)

Customer:

Registered Company Name:

ACN ABN

IN CONSIDERATION OF the Australian Financial Security Authority granting to the Customer named above credit in accordance with the Terms and Conditions of Credit (the credit facility)

I/We (also referred to as the Guarantor(s)):

1. **Guarantee** the due and punctual payment to AFSA of all monies which are now payable and which are from time to time due by the Customer to AFSA under the credit facility.
2. **Indemnify** AFSA against any losses, charges, and expenses which AFSA might incur as a result of any default by the Customer under the credit facility or the enforcement of this Guarantee, including but not limited to the costs of collection and legal costs.

I/We further agree and acknowledge that:

3. The Terms and Conditions of Credit are attached to the AFSA Credit Application Form, available for download at www.afsa.gov.au.
4. The obligations under this Guarantee are continuing and will not be affected by AFSA granting any extension, waiver or indulgence to the Customer, any variation to the credit facility by AFSA, the Customer becoming subject to external administration or the refusal by AFSA to supply further credit to the Customer.
5. If there is more than one Guarantor, that the terms of this Guarantee are binding on all Guarantors jointly and severally.
6. AFSA may exercise rights under this Guarantee without first having exercised or exhausted all its legal rights against the Customer or any other Guarantor.
7. A Guarantor may revoke this Guarantee in accordance with this clause by delivering written notice to AFSA. Such a notice may be combined with notice of vacation of office within 14 days, as required under the Terms and Conditions of Credit. Revocation does not take effect until written acknowledgement of receipt of the notice by AFSA. Revocation or release in respect of a Guarantor will not operate to discharge the Guarantor from any obligations with respect to liabilities arising before the date of written acknowledgement by AFSA, or operate to discharge liabilities of any other Guarantor.
8. AFSA may obtain information about me/us from any credit reporting agency or credit provider for credit reference purposes and may disclose information about me/us and this Guarantee to a credit reporting agency.

WARNING: THIS IS AN IMPORTANT DOCUMENT WHICH CONTAINS BINDING LEGAL OBLIGATIONS. IF YOU DO NOT UNDERSTAND IT, YOU SHOULD CONSULT YOUR LEGAL AND/OR FINANCIAL ADVISOR BEFORE SIGNING.



EXECUTED AS A DEED:

Signature of Guarantor:

Date (dd/mm/yyyy):

Name:

Address:

Signature of Witness:

Name:

Address:

ADDITIONAL GUARANTORS AND WITNESSES (IF APPLICABLE) MAY SIGN BELOW:

Signature of Guarantor:

Date (dd/mm/yyyy):

Name:

Address:

Signature of Witness:

Name:

Address:

Signature of Guarantor:

Date (dd/mm/yyyy):

Name:

Address:

Signature of Witness:

Name:

Address:

Signature of Guarantor:

Date (dd/mm/yyyy):

Name:

Address:

Signature of Witness:

Name:

Address:

Signature of Guarantor:

Date (dd/mm/yyyy):

Name:

Address:

Signature of Witness:

Name:

Address:

Completed form and attachments to be sent via post or email.

National Service Centre, GPO Box 1944, Adelaide SA 5001

TELEPHONE 1300 007 777

EMAIL forms@ppsr.gov.au

For further information on the PPSR concepts and definitions please go to the PPSR website at www.ppsr.gov.au or contact the National Service Centre.