

CUSTOMER SERVICES

Company Director(s) Personal Guarantee

This deed made on the _____ day of _____ 20 _____ between the Waimakariri District Council (together with its successors and assigns referred to as “the supplier”) and _____ (together with its successors called “the guarantor”).

Background

- A. The supplier is to supply or supplies or has supplied goods and/or services to _____ Limited (together with its successors referred to as “the buyer”).
- B. The guarantor has agreed to guarantee payment of all sums due from the buyer to the supplier.

This deed witnesses and the parties agree

- (a) In consideration of the supplier supplying goods/services to the buyer the guarantor guarantees to the supplier payment of the price of the goods/services charged to the buyer and of all money payable by and the performance of all obligations due from the buyer.
- (b) The guarantor acknowledges that goods/services have been/are or will be supplied to the buyer at the request of the guarantor.
- (c) The guarantor shall be liable for the payment of all monies due under (and for the performance of) the terms and conditions of sale of the goods/services between the supplier and the buyer (“the terms and conditions”) as if the guarantor were a principal debtor to the supplier and shall be liable to pay and perform upon demand by the supplier and in any event shall indemnify the supplier in respect of any failure by the buyer to pay or perform. The supplier may demand payment from any guarantor without first making demand on the buyer or any other guarantor.
- (d) Where this Deed is signed by more than one person as guarantor the expression “the guarantor” shall include all such persons and the liability of the guarantor under this Deed shall be the joint and several liability of such persons and any demand made by the supplier to any one or more of the persons so jointly and severally bound shall be deemed to be a demand made to all such persons.
- (e) The guarantor shall not be released from the guarantor’s obligations under this deed by any lack of legal capacity or other reason which would result in the terms and conditions not being enforceable against (or any monies not being recoverable from) the buyer or (where more than one persons signs as guarantor) from any other guarantor. Without limiting the generality of the last sentence, no waiver, giving of time, indulgence, compromise, failure or delay in exercising remedies, variation of security, variation of the terms and conditions nor other dealings by the supplier with the buyer or (where more than one persons signs as guarantor) any other guarantor nor any failure to maximise the realisable value of any security on sale nor the bankruptcy or liquidation of the buyer shall release the guarantor from any obligations and the guarantor waives all defences which might be available to a guarantor or a surety.
- (f) The guarantor’s rights of subrogation and indemnity against the buyer and (where more than one persons signs as guarantor) contribution against any other guarantor shall not arise until the supplier has received payment (from the buyer or other guarantor as the case may be) in full of all monies owed to the supplier on any account whatsoever.
- (g) If for any reason any payment from the buyer to the supplier is made void as a preferential payment by the actions by the Official Assignee or by a liquidator of the buyer or by order of a court of appropriate jurisdiction, the guarantor shall remain liable to pay the amount of such voided payment to the supplier as if that payment had not already been made.

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- (h) The supplier shall not be bound to dispute any claim by the Official Assignee or of the liquidator of the buyer.
- (i) This guarantee is for the benefit of and may be enforced by any person for the time being entitled to payments of the monies due under the terms and conditions and an assignment of the lender's rights under the loan agreement shall not release any guarantor from liability.
- (j) This guarantee shall continue in force notwithstanding that the buyer may not be in debt or may be in credit with the supplier from time to time and further shall remain in force until discharged in writing. The supplier may delay providing a discharge until satisfied that any payment is unlikely to be made void but in any event any discharge shall be conditional on no payment to the supplier subsequently being made void on the liquidation or bankruptcy of the borrower.
- (k) Where the context requires the singular shall include the plural and vice versa and the masculine shall include the feminine and neuter.

In witness whereof this deed was signed on the date shown above.

Signed by guarantor(s)

Guarantor

Signature _____

Surname _____

Christian names _____

Occupation _____

Private address _____

Date of birth _____

Mobile phone No _____

Email _____

Guarantor

Signature _____

Surname _____

Christian names _____

Occupation _____

Private address _____

Date of Birth _____

Mobile phone No _____

Email _____

Signed for and on behalf of the Waimakariri District Council.

Signature _____

Full name _____

Position _____

Witness

Signature _____

Surname _____

Christian names _____

Occupation _____

Private address _____

Witness

Signature _____

Surname _____

Christian names _____

Occupation _____

Private address _____

Signature _____

Full name _____

Position _____