



### 4. Agreement to Terms and privacy consent – customer and guarantors

I/we (the Customer and the signatories to this document including guarantors) warrant to Shore Hire Pty Limited (ACN 129 593 102) (Shore Hire) that the information in this document is correct. I/we warrant that we have read Shore Hire's Equipment Sales, Hire and Services Terms (Terms) at [www.shorehire.com.au](http://www.shorehire.com.au). The Customer agrees to the Terms and agrees that they will be incorporated by reference. I/we acknowledge that credit may be withdrawn at any time. I/we agree that Shore Hire may give information to third parties about the Customer, its guarantors, directors or proprietors for the following purposes:

- (a) to obtain a consumer credit report about the Customer, its guarantors, directors or proprietors;
- (b) to allow the credit reporting agency to create or maintain a credit information file containing information about the Customer, its guarantors, directors or proprietors;
- (c) for registration on the PPSR or other public records or registers; and
- (d) to obtain commercial credit information about the Customer, its guarantors, directors or proprietors from a credit reporting agency.

### 5. Signature by Customer's authorised director / person / proprietor

Full Name: Position: Signature: Date:

Full Name: Position: Signature: Date:

### 6. Guarantee and indemnity (required if the Customer is a company)

In consideration of Shore Hire Pty Limited (Company) providing or continuing to provide goods or services to the Customer, details of whom are set out in item 1 of this application, each Director (Guarantor) of the Customer agrees with the Company as follows:

1. The Guarantor guarantees payment by the Customer for all goods and services that have been supplied or may in future be supplied from time to time at the Customer's request and to be answerable and responsible for the payment by the Customer of those and all other moneys which are payable or may become payable by the Customer to the Company, actually or contingently, now or in the future (secured money).
2. The Guarantor hereby separately indemnifies the Company against all losses and expenses (including legal costs on a solicitor/client basis) however arising, directly or indirectly, in respect of any default by the Customer under any contract with the Company and including failure to pay any secured money.
3. Where the Guarantor consists of more than one person this guarantee is enforceable against all persons signing as guarantor jointly and severally.
4. The Guarantor hereby charges with the payment of the secured money all of their interest in any real property (including all property acquired after the date of this document and wherever situate) in favour of the Company. The Guarantor agrees to grant a mortgage over any such real property to better secure the secured money. The Guarantor grants a security interest pursuant to the Personal Property Securities Act in all the Guarantor's present and after acquired property as security for the Guarantor's obligations in respect of the secured money. The Guarantor hereby irrevocably appoints the Company and any person nominated by the Company as the attorney of the Guarantor with power to execute, sign, seal and deliver any documents to better secure the secured money and to perfect any security, including to execute any registrable real property mortgage.
5. If the security created by clause 4 is or becomes void or unenforceable it may be severed from this document without any effect on the validity of the remainder of this document.
6. A certificate signed by a representative of the Company shall be prima facie evidence and proof of moneys owing by the Customer to the Company at that point in time.
7. The Guarantor acknowledges that the Guarantor has made his or her own enquiries of the Customer regarding the Customer's past and prospective dealings with the Company. The Guarantor further acknowledges that the Company is under no obligation to notify them of any changes to its trading terms or dealings with the Customer.
8. This guarantee and indemnity is given for valuable consideration and is a continuing guarantee and indemnity to the Company for the whole of the secured money. The obligations of the Guarantor are absolute and unconditional and shall not be affected by anything that might otherwise affect them including but not limited to: (a) any variation or the Customer's or any other guarantor's obligations (whether or not to make them more onerous) or any invalidity of them and any release, discharge or other indulgence to the Customer or a guarantor (b) insolvency or any composition or arrangement in respect of the Customer or any other guarantor; (c) any failure by the Company to take, perfect or enforce any guarantee or security from or by the Customer or any guarantor.
9. The Guarantor agrees that this Deed shall be construed in accordance with the laws of the State of New South Wales and submits to the non-exclusive jurisdiction of Courts of that State.

### 7. Signature of guarantors

Full Name: Position: Signature: Date:

Full Name: Position: Signature: Date:

Full Name: Position: Signature: Date: