

# Guarantee and indemnity (National Credit Code)

## Original Instrument completion guidelines

1. Print one copy of the 'Guarantee and Indemnity - Original Instrument' for each Guarantor.
2. The Guarantor(s) must complete the fields marked on the Guarantee and Indemnity document.
3. An adult person not related to the Guarantor must also witness the document.
4. Both pages must be faxed to the Credit Provider for settlement to occur.
5. Once settlement is completed, please return all pages of the Original Instrument document to the Credit Provider.

<b>ORIGINAL INSTRUMENT</b>							
<b>CONTRACT NUMBER</b>							
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;"><b>GUARANTEE AND INDEMNITY</b></td> <td style="width: 25%;">S.O.B Number</td> <td style="width: 25%;">Credit Assessment Number</td> </tr> <tr> <td>By: each Guarantor named in the Schedule who signs this Guarantee ("Guarantors")</td> <td style="text-align: center;"><input type="text"/></td> <td style="text-align: center;"><input type="text"/></td> </tr> </table>		<b>GUARANTEE AND INDEMNITY</b>	S.O.B Number	Credit Assessment Number	By: each Guarantor named in the Schedule who signs this Guarantee ("Guarantors")	<input type="text"/>	<input type="text"/>
<b>GUARANTEE AND INDEMNITY</b>	S.O.B Number	Credit Assessment Number					
By: each Guarantor named in the Schedule who signs this Guarantee ("Guarantors")	<input type="text"/>	<input type="text"/>					
<b>SCHEDULE</b>							
Guarantor(s) Full Name – Names in Full, Surname First	Title e.g. Mr						
<input type="text"/>	<input type="text"/>						
Address of Guarantor(s) and Indemnifier(s)	Postcode						
<input type="text"/>	<input type="text"/>						
<b>PARTICULARS OF AGREEMENT</b> <input type="checkbox"/> LOAN CONTRACT <input type="checkbox"/> LEASE CONTRACT							
Name(s) of Debtor(s) ("Customer")	Occupation						
<input type="text"/>	<input type="text"/>						
Address(es) of Debtor(s)	Postcode						
<input type="text"/>	<input type="text"/>						
Subject Goods (if any)							
<input type="text"/>							
Amount Financed	Residual Amount						
<input type="text"/>	<input type="text"/>						
Together with the amounts described in clause 2.2 of the Guarantee and Indemnity This Guarantee and Indemnity is given on the terms attached to (or following) this Schedule							
EACH GUARANTOR STATES THAT PRIOR TO SIGNING OF THIS GUARANTEE HE/SHE RECEIVED A COPY OF THE OFFER TO ENTER INTO THE CONTRACT AND AN INFORMATION STATEMENT "THINGS YOU SHOULD KNOW ABOUT GUARANTEES". IN WITNESS WHEREOF I/WE HAVE SIGNED THIS GUARANTEE AND INDEMNITY							
DATED this _____ day of _____ month _____ year							
A GUARANTOR MAY NOT BE ENTITLED TO AN INDEMNITY FROM A CUSTOMER WHO IS LESS THAN 18 YEARS OLD.							
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The 2 pages of the Original Instrument must be faxed to the Credit Provider

Write the date that the document is signed here

1. Page 2 of the Guarantee and Indemnity Original Instrument must be completed.
2. The Guarantor's Copy must be signed and dated by the Guarantor and witnessed by an adult person not related to the Guarantor.
3. The completed Original Instrument must be faxed to the Credit Provider for settlement to occur.
4. Once settlement is completed, please return all pages of the Original Instrument documentation to the Credit Provider.

**IMPORTANT**

BEFORE YOU SIGN	THINGS YOU MUST KNOW
<ul style="list-style-type: none"> <li>READ THIS GUARANTEE DOCUMENT AND THE CREDIT CONTRACT DOCUMENT.</li> <li>You should also read the information statement: "THINGS YOU SHOULD KNOW ABOUT GUARANTEES".</li> <li>You should obtain independent legal advice.</li> <li>You should also consider obtaining independent financial advice.</li> <li>You should make your own inquiries about the credit worthiness, financial position and honesty of the debtor.</li> </ul>	<ul style="list-style-type: none"> <li>Understand that, by signing this Guarantee and Indemnity, you may become personally responsible instead of, or as well as, the debtor to pay the amounts which the debtor owes and the reasonable expenses of the Credit Provider in enforcing the Guarantee and Indemnity.</li> <li>If the debtor does not pay you must pay. This could mean you lose everything you own including your home.</li> <li>You may be able to withdraw from this Guarantee and Indemnity or limit your liability. Ask your legal adviser about this before you sign this Guarantee and Indemnity.</li> <li>You are not bound by a change to the credit contract, or by a new credit contract, that increased your liabilities under the Guarantee and Indemnity unless you have agreed in writing and have been given written particulars of the change or a copy of the new credit contract document.</li> </ul>

Signed in the presence of:

Signature of Witness	Name of Witness	Signature of Guarantor

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This page must be faxed to the Credit Provider

Witness each Guarantor signature

Guarantor signs here



5. Page 2 of the Guarantee and Indemnity is the Guarantor's Copy.
6. If there is more than one Guarantor then a document is required for each Guarantor.
7. The Guarantor's Copy must be signed and dated by the Guarantor.
8. The completed Guarantor Copy is for the Guarantor to keep.

**IMPORTANT**

BEFORE YOU SIGN	THINGS YOU MUST KNOW
<ul style="list-style-type: none"> <li>READ THIS GUARANTEE DOCUMENT AND THE CREDIT CONTRACT DOCUMENT.</li> <li>You should also read the information statement: "THINGS YOU SHOULD KNOW ABOUT GUARANTEES".</li> <li>You should obtain independent legal advice.</li> <li>You should also consider obtaining independent financial advice.</li> <li>You should make your own inquiries about the credit worthiness, financial position and honesty of the debtor.</li> </ul>	<ul style="list-style-type: none"> <li>Understand that, by signing this Guarantee and Indemnity, you may become personally responsible instead of, or as well as, the debtor to pay the amounts which the debtor owes and the reasonable expenses of the Credit Provider in enforcing the Guarantee and Indemnity.</li> <li>If the debtor does not pay you must pay. This could mean you lose everything you own including your home.</li> <li>You may be able to withdraw from this Guarantee and Indemnity or limit your liability. Ask your legal adviser about this before you sign this Guarantee and Indemnity.</li> <li>You are not bound by a change to the credit contract, or by a new credit contract, that increased your liabilities under the Guarantee and Indemnity unless you have agreed in writing and have been given written particulars of the change or a copy of the new credit contract document.</li> </ul>

Signed in the presence of:

Signature of Witness	Name of Witness	Signature of Guarantor

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Witness each Guarantor signature

The Guarantor Copy is for the Guarantor to keep

Guarantor signs here