

Guarantee and Indemnity

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.

GUARANTEE AND INDEMNITY			ORIGINAL INSTRUMENT CONTRACT NUMBER
Intermediary	S.O.B Number	Credit Assessment Number	
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	
SCHEDULE			
Guarantor(s) Full Name – Names in Full, Surname First		Occupation	
<input style="width: 95%;" type="text"/>		<input style="width: 95%;" type="text"/>	
<input style="width: 95%;" type="text"/>		<input style="width: 95%;" type="text"/>	
<input style="width: 95%;" type="text"/>		<input style="width: 95%;" type="text"/>	
Address of Guarantor(s) and Indemnifier(s)			Postcode
<input style="width: 95%;" type="text"/>			<input style="width: 95%;" type="text"/>
<input style="width: 95%;" type="text"/>			<input style="width: 95%;" type="text"/>
<input style="width: 95%;" type="text"/>			<input style="width: 95%;" type="text"/>
The Customer		Occupation	
<input style="width: 95%;" type="text"/>		<input style="width: 95%;" type="text"/>	
<input style="width: 95%;" type="text"/>		<input style="width: 95%;" type="text"/>	
<input style="width: 95%;" type="text"/>		<input style="width: 95%;" type="text"/>	
<input style="width: 95%;" type="text"/>		<input style="width: 95%;" type="text"/>	
Address of Customer			Postcode
<input style="width: 95%;" type="text"/>			<input style="width: 95%;" type="text"/>
<input style="width: 95%;" type="text"/>			<input style="width: 95%;" type="text"/>
<input style="width: 95%;" type="text"/>			<input style="width: 95%;" type="text"/>
PARTICULARS OF AGREEMENT			
TYPE: <input style="width: 80%;" type="text" value="LEASE"/>			
Description of Goods ("Goods")			
<input style="width: 95%;" type="text"/>			
New/Used	Vehicle ID (VIN)/Chassis No.	Engine/Serial No.	Registration No.
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>
			Amount Financed
			<input style="width: 95%;" type="text"/>
			Residual Amount
			<input style="width: 95%;" type="text"/>
			Amount Guaranteed
			<input style="width: 95%;" type="text"/>
Together with the amounts described in clause 2.3 of this Guarantee and Indemnity			
10756.1G 07/09	Guarantee and Indemnity	Page 1 of 12	

The 2 pages of the Original Instrument must be faxed to the Credit Provider

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.

This Guarantee and Indemnity is given on the terms attached to (or following) this Schedule

WARNING TO THE GUARANTOR!
 This is a very important document.
 There are financial risks involved in signing it. You may have to pay money owed by the Customer(s) referred to in the Schedule.
 You can refuse to sign it.
 You have a right to limit your liability in accordance with the Code of Banking Practice and as allowed by law. However, once you sign this document, this right is restricted. In many cases you will not be able to limit your liability any further, or you will still have significant liability.
 Ask your lawyer about this.

BEFORE YOU SIGN IT:

1. You should read it carefully.
2. You should check for yourself whether the Customer can and will pay its debts
3. You can ask for information about the Credit Contract to be guaranteed by this Guarantee (including any facility with Esanda to be refinanced by the Credit Contract to be guaranteed). That information may impact upon your decision to provide the Guarantee.
4. You should see your own lawyer and financial advisor for advice on this document, and the effect of this Guarantee, and give them the information we give you. If you do not, you should wait a day before you sign it.

DATE OF THE GUARANTEE AND INDEMNITY Day Of Month Year

Signed, sealed and delivered by (Guarantor)	GUARANTOR NAME	WITNESS
Signed, sealed and delivered by (Guarantor)	GUARANTOR NAME	WITNESS
Signed, sealed and delivered FOR AND ON BEHALF OF		
Director	Director/Secretary	

This page must be faxed to the Credit Provider

Write the date that the document is signed here

Witness each Customer signature

Each Guarantor is to sign

If the Guarantor is a Company, the Director(s) sign here

Guarantee and Indemnity

Guarantor Copy completion guidelines

1. Print one copy of the 'Guarantee and Indemnity - Guarantor Copy' for each Guarantor. The second page is where the Guarantor will need to complete and sign.
2. The Guarantee and Indemnity Terms and Conditions will print for each copy.
3. The Guarantor(s) must complete the fields marked on the Guarantee and Indemnity document.
4. The Guarantor copy is for the Guarantor(s) to keep.

This Guarantee and Indemnity is given on the terms attached to (or following) this Schedule

WARNING TO THE GUARANTOR!
 This is a very important document.
 There are financial risks involved in signing it. You may have to pay money owed by the Customer(s) referred to in the Schedule.
 You can refuse to sign it.
 You have a right to limit your liability in accordance with the Code of Banking Practice and as allowed by law. However, once you sign this document, this right is restricted. In many cases you will not be able to limit your liability any further, or you will still have significant liability.
 Ask your lawyer about this.

BEFORE YOU SIGN IT:

1. You should read it carefully.
2. You should check for yourself whether the Customer can and will pay its debts
3. You can ask for information about the Credit Contract to be guaranteed by this Guarantee (including any facility with Esanda to be refinanced by the Credit Contract to be guaranteed). That information may impact upon your decision to provide the Guarantee.
4. You should see your own lawyer and financial advisor for advice on this document, and the effect of this Guarantee, and give them the information we give you. If you do not, you should wait a day before you sign it.

DATE OF THE GUARANTEE AND INDEMNITY Day Of Month Year

Signed, sealed and delivered by (Guarantor)	GUARANTOR NAME	WITNESS
Signed, sealed and delivered by (Guarantor)	GUARANTOR NAME	WITNESS
Signed, sealed and delivered FOR AND ON BEHALF OF		
Director	Director/Secretary	

This copy is for the Guarantor(s) to keep

Write the date that the document is signed here

Witness each Customer signature

Each Guarantor is to sign

If the Guarantor is a Company, the Director(s) sign here