

GENERAL TERMS OF TRADE FOR UPRIGHT SCAFFOLDING LIMITED**PURPOSE AND APPLICATION**

1. The purpose of these General Terms of Trade is to record the terms and conditions under which the Supplier will supply Hire equipment or services and equipment to the Client and shall apply to all services provided by the Supplier to the Client from time to time, to the exclusion of all and any other terms put by or on behalf of the Client as part of an order.

DEFINITIONS AND INTERPRETATIONS

2. In these Conditions:
"Client" means any person or entity who Hires equipment from or is supplied Services by the Supplier and where applicable includes the employees, contractors, agents and subcontractors engaged by the Client to Hire equipment or Services from the Supplier.
"Depot" means the Suppliers premises at 120 Hayton Road, Wigram, Christchurch.
"Equipment" means the scaffolding and other equipment the Supplier supplies to the Client.
"Hire" means all current and future Hires of equipment (including weekly rental) from the Supplier to the Client and "Hires" shall have corresponding meaning.
"Invoices" means all invoices prepared by or on behalf of the Supplier which are issued to the Client from time to time.
"PPSA" means the Personal Property Securities Act 1999.
"Sales" means all current and future sales or equipment or services from the Supplier to the Client.
"Services" means the Scaffold and equipment hire provided by Upright Scaffolding Ltd or any related or unrelated professional services provided by the same, including scaffold, fencing or equipment erection and / or dismantling, labour and cartage thereof.
"Supplier" means Upright Scaffolding Ltd or any related, owned, part owned, designated entity or any other party subcontracted by Upright Scaffolding Ltd.
3. In these Conditions:
 - a) Clause headings are for reference only and do not affect interpretation;
 - b) A reference to the Supplier includes its successors or permitted assigns;
 - c) If the Client comprises more than one person, each person's liability will be joint and several; and
 - d) References to the singular shall include the plural and vice versa.

CHARGES FOR HIRE AND / OR SALES

4. These terms shall apply to any quotation provided by the Supplier or to any order placed by the Client. Rental rates for Hires are according to the supplier's price list(s). The Supplier shall be entitled to periodically review and increase the rates at their sole discretion however, the rental rate agreed at the commencement of a Hire will remain in force for the duration of the Hire.
5. All rates for Hires are ex Depot unless otherwise agreed in writing and exclude the cost of transport which will be invoiced.
6. Unless agreed in writing to the contrary, any pricing of Hire or Services shall be deemed to be an ESTIMATE only and based on information supplied by the Client. In relation to a quotation, the Client shall be responsible for the accuracy of any information upon which the quotation is based. Any changes to the specifications or requirements will be invoiced at the actual Hire / Service cost. In all other cases the Client shall be deemed to have submitted and order for Hire or Services according to the Suppliers price list(s) and otherwise on the terms herein.
7. The Client agrees to pay the Supplier any GST and any other taxes, duties or other levies applicable in respect of the Equipment or other Services provided by the Supplier. All GST shall be payable on the due dates for payments relating to any equipment or services as set out in the invoice(s).
8. Hire charges are calculated daily, with a week being charged as seven days. One week's minimum hire applies to all scaffold hires as per these terms.
9. The day of delivery or collection and day of return will both be charged as whole days, there will be no reduction to the charges for weekends, holidays, inclement weather or for any other reason beyond the Suppliers control including (without limitation) strikes, lockouts, cessation of labour, transport delays and government interference or control.
10. If the Supplier delivers or collects the equipment, then the Client shall pay a delivery or collection charge at the Supplier's normal transport rates applicable at the date of delivery or collection as the case may be. This charge will include any other transport costs incurred by the Supplier in attempting reasonably to comply with the express or implied requirements of the Client.
11. The Client is responsible for the payment of all costs relating to freight of hired equipment unless otherwise agreed in writing with the Supplier, the Supplier may charge for any trip to collect the equipment the Client no longer wishes to Hire from the Supplier including trips where the Client subsequently advises the Supplier that the equipment is still required and collection does not occur.
12. The Client shall be liable for payment of any costs associated with Engineering reports or other inspections required including any building or resource consents required by the local territorial authority in the course of the any contract undertaken by the Client.

DELIVERY OF EQUIPMENT

13. Unless otherwise agreed to in writing the Supplier shall deliver the goods to the Client, where the Supplier arranges delivery for the Client, the Client is solely responsible for any transportation charges unless agreed in writing with the Supplier prior to delivery. The Supplier accepts no responsibility or liability in respect to such transport arrangements which will be made purely to assist the Client. The Client will be responsible for insuring the equipment in this case.
14. Delivery times are approximate and the Client is not entitled to cancel the Equipment order unless the delivery is more than two weeks late.

TITLE AND RISK

15. Title to all equipment hired by the Client remains with the Supplier and the Client may not resell or otherwise dispose of the Equipment.
16. Notwithstanding clause 10 above, the risk of any loss or damage to all equipment due to any cause whatsoever shall be borne by the Client from the time the equipment leaves the Depot. The client is responsible for ensuring they have adequate insurance to cover the full replacement cost of all of the Suppliers Equipment on Hire.

DURATION OF HIRE

17. The Hire of equipment shall commence on the date of delivery or collection of the equipment and terminate on the date of return of the equipment to the depot.
18. The Hire term shall not be less than the minimum Hire period of one week unless agreed to in writing prior to the commencement of the Hire. If the equipment is returned earlier than the agreed hire period then the Client shall still be charged the minimum Hire.
19. On the expiry of the initial term of Hire, the Hire shall continue on the same terms as the initial term. A Hire is for an agreed inventory of equipment that must be collected or delivered and returned in its entirety, a Hire is not deemed to have ended until this condition has been met.

PAYMENT TERMS AND CREDIT ARRANGEMENTS

20. The Client will pay without deduction all the amounts relating to Hires and Services as detailed on the suppliers invoices, on or before the 20th of the month following the invoice date.
21. The Client agrees that if the Supplier holds an open cheque or a credit card voucher as security for payment in respect of any Equipment, immediately on invoicing the Client the Supplier may complete and bank the Cheque or credit card voucher.
22. The Client shall not withhold any sum including "retentions" withheld by other parties from the Client from payment to the Supplier.
23. Where any Hire or Services provided by the Supplier is a "construction contract" within the meaning of the Construction Contracts Act 2002 then there shall be no progress payment and the Hire and Services shall be paid for in one sum on the due date.
24. The Supplier may decline or revoke any credit application at any time and for any reason, and may require any further security it deems necessary prior to granting or reinstatement of any credit account, including where applicable the provision of supporting guarantees.
25. In the event of any default in payment interest on any outstanding amounts shall accrue at 2% per month compounding monthly
26. The client shall be liable for all collection costs on any outstanding amounts on a solicitor client basis.

RETURN OF HIRE EQUIPMENT

27. The Client is responsible for returning all Hire equipment and for providing the Supplier with a delivery note in which all of the equipment is returned itemised in the case of ex depot items that have been transported by the Client.
28. Returns of Hires must be made during the Suppliers normal business hours and at least half an hour prior to the end of the normal business day, unless prior arrangements have been agreed in writing with the Supplier. Normal business hours 07.30 – 17.00 Monday through Friday inclusive.
29. If the Supplier collects equipment, the Client will be responsible for, and will provide all assistance required by the Supplier (including the right of the Supplier to enter any premises or work site where the Equipment may be located) to return all Equipment to the Supplier. If the Supplier is required to collect the Equipment for whatever reason, it must have been dismantled prior to collection by the Supplier. Failure to do so will give the Supplier the right to charge the Client for any labour costs incurred in doing so.
30. Upon return of the Hire equipment, whether by collection from the Supplier or delivery of the Client to the premises of the Supplier, the Supplier will check quantity and condition of the Hire Equipment at its premises. If the Supplier finds any discrepancy with the quantity or condition of the Hire Equipment advised by the Client when returning the equipment, it will notify the Client of such a discrepancy and give the Client three working days to arrange for an independent party approved by the Supplier to check the quantity and condition of the Hire Equipment. If the Client fails to arrange this reconciliation then it is deemed that the Client agrees with the supplier's account of the Equipment amounts and condition.

31. If the Client elects not to hire stillage from the Supplier to transport and store the equipment and does not return the equipment adequately bundled, the supplier may at its discretion charge a retuning fee equal to \$50.00 for each hour spent 'hand loading' returned equipment into the Suppliers Stillages. The number of hours spent will be determined solely by the Supplier.

LOSS OR DAMAGE TO HIRE EQUIPMENT

32. The Client will be responsible for, and is advised to insure against any loss or damage caused to the Suppliers Hire Equipment from the moment it leaves the suppliers Depot or alternate designated dispatch point until it is returned to the Depot.
33. The client is responsible for returning the Hire Equipment in a clean and usable condition.
34. When the Client returns the Hire Equipment in a worse condition than can be accounted for by fair wear and tear, the Supplier may charge the Client for cleaning, reconditioning, renewing or replacing the Hire Equipment as it considers necessary.
35. If the Client fails to return the Hire Equipment to the Supplier in accordance with these conditions, or in the Suppliers receives notice that the Hire Equipment has been lost, or the Client is unable to produce any item after reasonable notice from the Supplier, the Hire Equipment will be treated as "lost equipment" the Supplier may at its sole discretion invoice the Client for any item of Lost Equipment for a sum equal to the replacement price plus an administration fee of \$50.00 per hour or part thereof plus GST to cover office costs in sourcing replacement item(s), or collect from the Clients premises or anywhere else equivalent items to the lost equipment which the Client owns. The Hire charge for that item of lost Equipment will continue to accrue until the Client pays the charge for the item of lost Equipment or the Supplier receives or collects replacement item(s).

GENERAL OBLIGATIONS

36. The Client will treat as confidential and will not use or disclose to any other person any information relating to quantities, price, or available of any Equipment provided by the Supplier to the Client and these obligation shall survive any termination of the obligation contained in these Conditions.
37. The Client shall be responsible for:
- Determining that the Equipment is suitable for its requirement.
 - Ensuring that the Equipment is used in a proper manner and only for the purpose for which it was designed.
 - Complying at all times with the Good Practice Guidelines for Scaffolding in New Zealand, a copy of which is available from Scaffolding Access and Rigging NZ (SARNZ), www.sarnz.co.nz
38. The Client shall not make any alternation to the Equipment.
39. At all times upon the request of the Supplier the Client shall advise the Supplier of the whereabouts of the Equipment and allow the Supplier access to inspect the Equipment.
40. The Client acknowledges that:
- The Supplier does not warrant or represent the suitability of any Equipment or Service for the Client's use;
 - The Client shall be responsible for ensuring that any instructions, applicable standards, guidelines and code of practice(s), application and installation methods are followed and/or warning observed;
 - If any recommendation or advice has been given by Supplier, the Supplier will not be responsible for the actual implementation of the recommendation or the advice or actions or performance of the Client.

ENFORCEMENT

41. For the purpose of securing the performance by the Client of its obligations under these Conditions, the Client agree that if any payment is in arrears for seven days or more or the Client is in breach of any other provision of these Conditions, then without prejudice to any other rights or remedies available to the Supplier, the Supplier may recover the Equipment hired or sold or any equivalent or identical equipment owned by the Client, without giving the Client notice in writing and without prejudice to any monies which may become due to

OBLIGATION

42. The Supplier. If no equivalent or identical equipment can be located by the Supplier, the Supplier may seize material, equipment or plant owned by the Client to equal value. The Client will assist the Supplier to return the Equipment immediately to the Supplier.
43. Notwithstanding the terms of clause 42.), and without prejudice to any other remedies available to the supplier and notwithstanding any period of hire specified, the Supplier, the Supplier may terminate its agreement with the Client at any time without notice being given in the event of:
- A breach of any of these general conditions Hire; or
 - Committal of any act of bankruptcy; or
 - Allowing any execution or distress to be levied upon the Equipment; or
 - The Client being a company, if an application is made or resolution is passed to liquidate; or a receiver or statutory manager of its assets is

appointed; or an assignment or compromise is made for the benefit of its creditors; or the cessation of business trading.

44. Upon termination of its agreement with the Client the Supplier shall be entitled to take possession of the Equipment. For this purpose the Client irrevocably appoints the Supplier its agent and authorises the Supplier to enter on any land or premises owned by or under the control of the Customer upon which the Equipment is then situated. The Client agrees to indemnify the Supplier in respect of any claims, damages or expenses arising out of any action taken in respect of the repossession of the Equipment.
45. In the event of any non-payment or other breach of these conditions, the Supplier may at its discretion charge the Client interest on the unpaid overdue balance from the day after the payment due date until the date payment is received (including that day) at the rate of 4% per annum above the current commercial overdraft rate charged by the Supplier's bankers, compounding monthly on the unpaid balance owing on the first day of each month until payment in full is received by the Supplier. Interest will not be payable on amount in dispute, provided the dispute is resolved in favour of the Client. The Client will also pay all cost of recovery or costs incurred by the Supplier in enforcement or attempted enforcement of these conditions including the Supplier's legal costs on a solicitor/client basis and in the event of legal action will pay continuing interest at that rate after the date of judgment order or award until full payment has been received by the Supplier. The Supplier reserves the right to cancel any credit on overdue accounts.
46. For the purpose of clause 40.) above, the Client grants a security interest (as defined in the PPSA) in favour of the Supplier in the Equipment including all present and after acquired Equipment (as defined in the PPSA) and its proceeds and in any equipment owned by the Client ("Client Equipment") which is identical in description to any of the Equipment hired by the Supplier to the Client and the Client acknowledge that the granting of the security interest gives rise to remedies of repossession of the goods in accordance with the PPSA or otherwise where the Supplier seeks to enforce the security interest.

PERSONAL PROPERTY SECURITIES ACT

47. For the purposes of the Personal Property Securities Act 1999 (PPSA) the duration of Hire is deemed to be for an indeterminate period. The Client expressly acknowledge that any period of Hire specified in any quotation or otherwise agreed is indicative only and used to establish a daily and/or weekly rate for Equipment Hire, but (subject to the Client's strict compliance with the conditions of Hire) may be extended for further indefinite periods at the election of the Client. The Client hereby grants a security interest (as defined in the PPSA) in the Equipment and the Client Equipment as appropriate. The Client will, at the Supplier's request, promptly execute any documents, provide all necessary information and do anything else required by the Supplier to ensure that the security interest is perfected in accordance with the PPSA with such priority as the Supplier requires including executing any variations to these Conditions. In the event of the client refusing to execute any documentation sufficient to enable the registration of a perfected security interest within 5 working days of being provided documentation, the Supplier at its discretion may immediately terminate the hire contract.
48. The Client waives its rights under the PPSA to receive a copy of any verification statement otherwise required by the PPSA. If applicable, so far as permitted by section 107 of the PPSA the Client will have no rights under sections 114(1)(a), 120 and 133 of the PPSA, including the right to receive any notice. The Client agrees if applicable that the Supplier may exercise its right under section 109 – 120 concurrently, and that repossession and retention of goods under section 120 – 123 will immediately extinguish any rights and/or interest the Client may have in the goods and that the Supplier may allocate any monies it receives to debts, charges and expenses in any priority it determines.
49. The Client agrees that the Client's account may be debited with the costs of registration of a financing statement and all other costs associated with the perfection and enforcement of the security interest (including full client/solicitor costs).
50. Subject to clause 45.) the Client shall ensure that all third parties who may from time to time Hire or lease any of the Equipment from the Client are advised of the Supplier's security interest in the Equipment.

LIMITATION OF THE SUPPLIER'S LIABILITY

51. The Client shall accept full responsibility for and shall indemnify the Supplier against all claims for injury to persons and/or damage to property caused by, or in connection with or arising out of, the use, erection, dismantling, storage or transportation of equipment however arising including the negligence of third parties and against all costs and charges in connection which such claims whether arising under statute or common law.
52. The Client shall accept full responsibility for the safekeeping of the equipment and shall indemnify the Supplier for all loss, theft or damage to the Equipment.
53. The Supplier will not be liable for failure to deliver the Equipment on a specific date or within a specified time from receipt of the order.
54. Any drawing, designs or specifications which the Supplier provides to the Client in connection with the Equipment do not constitute a warranty or guarantee on the practicability, efficacy or safety of that Equipment. The Supplier will not be responsible for the cost of any addition work caused by defects in such drawings, designs or specifications.

55. The Supplier will not be liable for any consequential loss or damage caused directly or indirectly by the Equipment or any defects in any drawing, designs or specifications which the supplier provides with the Equipment.
56. To the extent allowed by law, the Supplier has no liability (whether statutory, in contract or tort (including negligence), or howsoever) to the Client for any physical, direct or indirect damage, economic loss of any kind, and any other loss or costs, (including legal and solicitor/client costs) caused or contributed to by the Supplier in respect of any Hire or Equipment or Services supplied to the Client. Without limiting the foregoing, the Supplier also has no liability or responsibility for any failure by the Client to meet its obligations under these terms and conditions or to ensure that the Equipment is used in accordance with any instructions issued. To the extent permitted by law, every warranty or conditional guarantee implied by custom or law is hereby excluded. If, notwithstanding the foregoing, the Supplier shall be found to have any liability it is agreed that any liability will not exceed a sum equivalent in value to one month's Hire of the Equipment or Service supplied to the Client.
57. The client shall comply with all its obligations under the Health and Safety in Work Act 2015. In the event the Supplier becomes aware of any breaches of the client's obligations under the act or the client's obligations as a PCBU, it may terminate the hire contract at its discretion.

DISPUTE RESOLUTION

58. The Supplier and the Client agree that any arising out of, or in connection with, these Conditions which is unable to be resolved by discussion and negotiation between the parties will in the first instance be dealt with by mediation by a mediator using the rules prescribed by LEADR New Zealand Incorporated, such mediation to be held at Auckland.
59. If the dispute is unable to be resolved by mediation then the dispute will be resolved by arbitration under the Arbitration Act 1996 by a single arbitrator agreed on by the parties. If the parties cannot agree on an arbitrator then the arbitrator will be a person nominated by the president of the Auckland District Law Society, having regard to the nature of the dispute. The arbitrator will make every effort to minimise the costs and formalities of the arbitration. Arbitration hearing will be held at premises nominated by the Supplier.

NO WAIVER

60. No failure or delay by the Supplier to enforce any provision of these Conditions at any time shall be a waiver of the provision. No waiver shall be effective unless it is in writing. No waiver of any breach of these Conditions shall be deemed to be a waiver of any other or any subsequent breach.

NO ASSIGNMENT

61. The Client must not assign or transfer all or any part of its rights or obligations under these Conditions without the prior written consent of the Supplier. The Supplier may assign any rights or obligation without the Client's prior approval. The Supplier may also subcontract any of its obligations.

SEVERANCE

62. Any clause of these conditions which is or become unenforceable, illegal or invalid for any reason shall be severed and shall not affect the enforceability, legality, validity or application of any other clause(s) which shall remain in full force and effect.

PRIVACY ACT

63. The Client authorises the Supplier to collect, retain and use personal information about the Client (the "information") including the information contained in these Conditions for the following purposes:
- Assessing the Client's credit worthiness and undertaking a credit check;
 - Administering the financing, whether directly or indirectly, of the Client's contract(s) and enforcing the Supplier's rights;
 - Marketing the goods and services provided by the Supplier.
64. Client also authorises the Supplier to provide the information:
- To any person for the purposes set out above;

- To credit agencies for the purpose of maintaining effective credit records.
65. The Client acknowledges:
- That the information shall be deemed to be held by the Supplier at the Supplier's address, notwithstanding that it may be provided to other persons for the purposes described above;
 - That where information can be readily retrieved the Client shall have access to it, the right to request correction and the right to be notified of action taken in response to any such request, subject to the payment of reasonable charge;
 - That the authorisations set out above are irrevocable.

MISCELLANEOUS

66. The Conditions are governed by New Zealand law.
67. Where the client acquires any Equipment for the purpose of a business, or holds itself out as acquiring it for the purpose of a business, the Client agrees that the Consumer Guarantees Act 1993 shall not apply.
68. These Conditions, together with the payment and Equipment details contained in any Invoice(s) constitute the entire agreement between the parties relating to the Equipment.
69. No variation to these Conditions shall be valid or binding unless recorded in writing and signed by both parties.
70. The Supplier reserves the right to supply to any person or entity, and any agreement with the Client shall not be constructed as a licence, authority or contract exclusive to the client.

PERSONAL GUARANTEE

71. In consideration of the Supplier opening an account for the Client the directors/shareholders of the Client guarantee and indemnify to the Supplier the performance by the Client of all and any of its obligation to the Supplier, including due payment of all moneys now owing or due to be paid in the future and the due performance and observance of the Client obligation as set out in these General Terms of Trade.

Specifically I/We acknowledge as follows:

- I/We shall be personally liable as a principal debtor and not merely as a surety.
- I/We will indemnify the Supplier and keep it indemnified for any breaches of the Conditions by the Client.
- In the event of any default or the failure to pay by the Client I/We shall pay on demand.
- This guarantee and indemnity will not be affected by any indulgence, compromise, release, abandonment or waiver by the Supplier of its rights against the Client, or any variation or alternation of the Conditions or the terms of any other agreement between the Supplier and Client, nor by any requirement for the Client to enter into any new or replacement conditions of sale and hire or other agreement.
- This guarantee is given freely and I/We waive any right to obtain independent legal advice before I sign it.
- I/We acknowledge and agree that if the Client's application for credit is approved, this guarantee is given in consideration for the supplier's:
 - Agreement to grant, or continue to grant credit to the Client at my/our request on the terms set out in the attached Conditions or any amended Conditions;
 - Forbearance to sue at my/our request for all moneys now owed by the Client to the Supplier for one month from the date of this application.

72. This guarantee will continue until expressly cancelled by me/us in writing to the Supplier but any such cancellation will not release me from any Liabilities that exist at the time of cancellation. Any further guarantee given by me/us in respect of any new agreement or other conditions of sale and hire that the Supplier and the Client enter into will be a separate guarantee and shall not affect or in any way release me/us from my / our obligations under this guarantee. If a new agreement or other conditions of sale and hire are entered into and a guarantee is given by any other person in support of that application then that new guarantee will not affect my/our obligations under this guarantee.

Upright Scaffolding Application for Credit and Guarantee & Indemnity

1. APPLICANT

Type of business: Limited Liability Company Incorporated society Trust
 Partnership Other (please Specify) _____

Full Business Name: _____

Trading Name: (if different to above) _____

Postal Address: _____

Street Address: _____

Main Business Phone: _____ Main Business Email: _____

2. BANK /ACCOUNTANT / SOLICITOR

Accountant: _____ Accountants Phone Number: _____

Bank: _____ Branch: _____

Solicitor: _____ Solicitor Phone Number: _____

3. DETAILS OF ALL OWNERS / DIRECTORS / PARTNERS / TRUSTEES / INDIVIDUALS

Full Name: _____ DOB: _____

Home Address: _____

Position: _____ Mobile: _____

Full Name: _____ DOB: _____

Home Address: _____

Position: _____ Mobile: _____

Full Name: _____ DOB: _____

Home Address: _____

Position: _____ Mobile: _____

4. TRADE CREDIT REFERENCES (NO FUEL, PHONE, BANKS or UTILITY SERVICES)

Full Name: _____ Phone: _____

Address: _____

Full Name: _____ Phone: _____

Address: _____

5. DISCLOSURE

Has any person in this application ever been declared bankrupt or been the Director of a failed company? **YES / NO** (Circle One)

If yes, give details: _____

Has this business or any person named in this application ever been involved with a creditor pooling / repayment arrangement? **Yes / No** (Circle One)

If yes, give details: _____

6. I/we the undersigned declare that the above information is true and correct and that I/we have read and understood the attached terms and conditions of trade, and agree to abide by these said terms and conditions. I / we acknowledge and agree that they form part of all current and future sales and / or supply of services and that I /we are bound by them.

7. I/we the undersigned acknowledge and agree to Upright Scaffolding Limited's General Terms of Trade (May 2021) that form part of all current and future sales and / or supply of services and that I /we agree to be bound by them.

IN CONSIDERATION of Upright Scaffolding Limited and its successors and assigns ("the Supplier") at the request of the Guarantor (pursuant to this Guarantee) supplying and continuing to supply good and/or services to

_____ ("**the Guarantor(s)**") [*Name or names of Company Director*]

_____ ("**the Hirer**") [*Name of Client Company*]

I/WE UNCONDITIONALLY AND IRREVOCABLY:

1. GUARANTEE the due and punctual payment to the Supplier of all moneys which are owing to the Supplier by the Hirer and all further sums of money from time to time owing to the Supplier by the Hirer in respect of goods and services supplied or to be supplied to the Hirer or any other liability of the Hirer to the Supplier, and the due observance and performance by the Hirer of all its obligations contained or implied in any contract with the Supplier. If for any reason the Hirer does not pay any amount owing to the Supplier the Guarantor will immediately on demand pay the relevant amount to the Supplier.

2. HOLD HARMLESS AND INDEMNIFY the Supplier on demand as a separate obligation against any liability (including but not limited to damages costs losses and legal fees(as defined hereunder in paragraph b hereof)) incurred by or assessed against the Supplier in connection with:

- (a) the supply of goods and/or services to the Hirer; or
- (b) the recovery of moneys owing to the Supplier by the Hirer including the enforcement of this Guarantee and Indemnity, and including but not limited to the Suppliers nominees costs of collection and legal costs calculated on a solicitor and own client basis; or
- (c) moneys paid by the Supplier with the Hirer's consent in settlement of a dispute that arises or results from a dispute between, the Supplier, the Hirer, and a third party or any combination thereof, over the supply of goods and/or services by the Supplier to the Hirer.

I/WE FURTHER ACKNOWLEDGE AND AGREE THAT:

3. I/We do hereby agree to the Supplier the due payment of all monies now due or at any time hereafter to become due to the Supplier by the above named company/Hirer for/or on account of goods or services supplied.

This instrument shall constitutes a continuing or standing guarantee to the extent of my/our liability above stated and forms a joint several guarantee of all company directors.

No granting of credit extensions of former credit or granting of time to the above-named or any amendment to the terms and conditions of trade of the company and no waiver indulgence or neglect to sue on the Supplier's part shall impair and my/our liability hereunder; as between myself/ourselves and your company.

I/We shall be deemed a principal debtor and liable to your company. I/WE (the Hirer/Guarantor) CERTIFY that the information in support of this application for credit is correct, that I/WE ACCEPT that the attached General Terms of Trade shall apply to all dealings with the Supplier, and I/WE CERTIFY that we have READ, and UNDERSTOOD these Terms and that they ARE ACCEPTED by us.

4. I/We have been advised to obtain independent legal advice before executing this Guarantee and Indemnity. I/we understand that I/we am/are liable for all amounts owing (both now and in the future) by the Hirer to the Supplier.

5. The above information is to be used by the Supplier for all purposes in connection with the Supplier considering this Guarantee and Indemnity and the subsequent enforcement of the same.

6. I/we irrevocably authorise the Supplier to obtain from any person or company any information which the Supplier may require for credit reference purposes. I/We further irrevocably authorise the Supplier to provide to any third party, in response to credit references and enquiries about me/us or by way of information exchange with credit reference agencies, details of this Guarantee and Indemnity and any subsequent dealings that I/we may have with the Supplier as a result of this Guarantee and Indemnity being actioned by the Supplier.

Signature(s):
Print Name(s):
Position(s):
Address(es):
Date:

