

Personal/Directors Guarantee and Indemnity

IN CONSIDERATION of Kauri Park Nurseries and its successors and assigns ("the Agent") at the request of the Guarantor (as is now acknowledged) supplying and continuing to supply goods and/or services to

("the Customer") [Insert Company Name In Box Provided]

I/WE (also referred to as the "Guarantor/s") UNCONDITIONALLY AND IRREVOCABLY:

1. **GUARANTEE** the due and punctual payment to the Agent of all moneys which are now owing to the Agent by the Customer and all further sums of money from time to time owing to the Agent by the Customer in respect of goods and services supplied or to be supplied by the Agent to the Customer or any other liability of the Customer to the Agent, and the due observance and performance by the Customer of all its obligations contained or implied in any contract with the Agent, including but not limited to the Terms & Conditions of Trade signed by the Customer and annexed to this Guarantee and Indemnity. If for any reason the Customer does not pay any amount owing to the Agent the Guarantor will immediately on demand pay the relevant amount to the Agent. In consideration of the Agent agreeing to supply the Goods to the Customer, the Guarantor charges all of its right, title and interest (joint or several) in any land, realty or other assets capable of being charged, owned by the Guarantor now or in the future, to secure the performance by the Guarantor of its obligations under these terms and conditions (including, but not limited to, the payment of any money) and the Guarantor acknowledges that this personal guarantee and indemnity constitutes a security agreement for the purposes of the Personal Property Securities Act 1999 ("PPSA") and unequivocally consents to the Agent registering any interest so charged. The Guarantor irrevocably appoints the Agent and each director of the Agent as the Guarantor's true and lawful attorney/s to perform all necessary acts to give effect to this clause including, but not limited to, signing any document on the Guarantor's behalf which the Agent may reasonably require to:
 - (a) register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register;
 - (b) register any other document required to be registered by the PPSA or any other law; or
 - (c) correct a defect in a statement referred to in clause 1(a) or 1(b).
2. **HOLD HARMLESS AND INDEMNIFY** the Agent on demand as a separate obligation against any liability (including but not limited to damages, costs, losses and legal fees calculated on a solicitor and own client basis) incurred by, or assessed against, the Agent in connection with:
 - (a) the supply of goods and/or services to the Customer; or
 - (b) the recovery of moneys owing to the Agent by the Customer including the enforcement of this Guarantee and Indemnity, and including but not limited to the Agent's nominees costs of collection and legal costs; or
 - (c) moneys paid by the Agent with the Customer's consent in settlement of a dispute that arises or results from a dispute between, the Agent, the Customer, and a third party or any combination thereof, over the supply of goods and/or services by the Agent to the Customer.

I/WE FURTHER ACKNOWLEDGE AND AGREE THAT

3. **I/We have received, read and understood the Agent's Terms and Conditions prior to entering into this Guarantee and Indemnity and agree to be bound by those Terms and Conditions.**
4. This Guarantee and Indemnity shall constitute an unconditional and continuing Guarantee and Indemnity and accordingly shall be irrevocable and remain in full force and effect until the whole of moneys owing to the Agent by the Customer and all obligations herein have been fully paid satisfied and performed.
5. No granting of credit, extension of further credit, or granting of time and no waiver, indulgence or neglect to sue on the Agent's part (whether in respect of the Customer or any one or more of any other Guarantor(s) or otherwise) and no failure by any named Guarantor to properly execute this Guarantee and Indemnity shall impair or limit the liability under this Guarantee and Indemnity of any Guarantor. Without affecting the Customer's obligations to the Agent, each Guarantor shall be a principal debtor and liable to the Agent accordingly.
6. If any payment received or recovered by the Agent is avoided by law such payment shall be deemed not to have discharged the liability of the Guarantor, and the Guarantor and the Agent shall each be restored to the position in which they would have been had no such payment been made.
7. The term "Guarantor" whenever used in this Guarantee and Indemnity shall, if there is more than one person named as Guarantor, mean and refer to each of them individually and all of them together unless the context otherwise requires, and the obligations and agreements on the part of the Guarantor contained in this Guarantee and Indemnity shall bind them jointly and severally.
8. **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 Customer to the Agent.**
9. I/we irrevocably authorise the Agent to obtain from any person or company any information which the Agent may require for credit reference purposes. I/We further irrevocably authorise the Agent 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 Agent as a result of this Guarantee and Indemnity being actioned by the Agent.
10. The above information is to be used by the Agent for all purposes in connection with the Agent considering this Guarantee and Indemnity and the subsequent enforcement of the same.

GUARANTOR-1		
SIGNED: _____		
FULL NAME: _____		
HOME ADDRESS: _____		
DATE OF BIRTH: _____		
SIGNATURE OF WITNESS: _____		
NAME OF WITNESS: _____		
OCCUPATION: _____		
PRESENT ADDRESS: _____		
EXECUTED as a Deed this	day of	20____

GUARANTOR-2		
SIGNED: _____		
FULL NAME: _____		
HOME ADDRESS: _____		
DATE OF BIRTH: _____		
SIGNATURE OF WITNESS: _____		
NAME OF WITNESS: _____		
OCCUPATION: _____		
PRESENT ADDRESS: _____		
EXECUTED as a Deed this	day of	20____

Note: 1. If the Customer is a sole trader or partnership the Guarantor(s) should be some other suitable person(s).
 2. If the Customer is a club or incorporated society the Guarantor(s) should be the president and secretary or other committee member

WARNING: THIS IS AN IMPORTANT DOCUMENT YOU SHOULD SEE YOUR OWN LAWYER OR ADVISOR BEFORE SIGNING IT