

# Guarantee and Indemnity

**To: Vero Insurance Limited ABN 48 005 297 807**

**From: Guarantor 1.** \_\_\_\_\_

**Guarantor 2.** \_\_\_\_\_

**Guarantor 3.** \_\_\_\_\_

**Guarantor 4.** \_\_\_\_\_

1. By signing this Guarantee and Indemnity, each Guarantor asks Vero Insurance Limited to issue the Deposit Guarantee.
2. This Guarantee and Indemnity:
  - a) is given to Vero Insurance Limited in return for it agreeing to issue the Deposit Guarantee;
  - b) is unlimited, unconditional and irrevocable and shall remain in force until all the Moneys Guaranteed have been paid or satisfied in full; and
  - c) may be enforced against each Guarantor without Vero Insurance Limited first having to give notice to or make demand upon any Applicant.
3. Each Guarantor jointly and severally guarantees to Vero Insurance Limited the timely payment of the Moneys Guaranteed and the timely performance of all obligations of each Applicant's Indemnity.
4. As a principal obligation, each Guarantor jointly and severally indemnifies Vero Insurance Limited against any loss Vero Insurance Limited may suffer in connection with the Deposit Guarantee at any time because:
  - a) an Applicant fails to pay Vero Insurance Limited the Moneys Guaranteed or to perform its obligations under the Applicant's Indemnity;
  - b) Vero Insurance Limited is prevented from including or recovering an amount as part of the Moneys Guaranteed by the intervention of any rule of law or equity;
  - c) any payment to Vero Insurance Limited is, or is claimed to be, void or voidable or a preference;
  - d) the Applicant's Indemnity is void, voidable or unenforceable for any reason: or
  - e) of any other reason whatsoever.
5. The obligations of each Guarantor and Vero Insurance Limited's rights under this Guarantee and Indemnity are not affected by anything that might otherwise affect them at law or in equity.
6. Each Guarantor waives any rights which that Guarantor has as surety which at any time may be inconsistent with the provisions of this Guarantee and Indemnity or which would restrict Vero Insurance Limited's rights or remedies under it.
7. Each Guarantor must pay Vero Insurance Limited for all costs and expenses (including legal costs on a full indemnity basis) Vero Insurance Limited incurs in the exercise or enforcement by Vero Insurance Limited of any power or remedy under the Deposit Guarantee and this Guarantee and Indemnity.
8. Any payment under this Guarantee and Indemnity must be made on demand and in the manner notified by Vero Insurance Limited.
9. Vero Insurance Limited can serve any document on a Guarantor by delivering it to the Address of the Guarantor shown in the Schedule or such other address as is notified in writing by the Guarantor to Vero Insurance Limited.
10. In this Guarantee and Indemnity:
  - a) the obligations of each Guarantor under the indemnity in 4 are entirely separate from the obligations of each Guarantor under the guarantee in 3.
  - b) if there is more than one Guarantor, each is jointly and severally liable to Vero Insurance Limited under this Guarantee and Indemnity.
11. Each Guarantor hereby charges all the Guarantor's current and future interests in real property in favour of Vero Insurance Limited to secure payment of all money the Guarantor owes, now or in the future, to Vero Insurance Limited under this Guarantee and Indemnity.
12. The terms of this Guarantee and Indemnity bind each Guarantor both personally and as trustee of any trusts of which the Guarantor is trustee both presently and in the future.
13. In this Guarantee and Indemnity:
 

<b>Applicant</b>	means each person named as Applicant in the Schedule.
<b>Applicant's Indemnity</b>	means any indemnity or counter indemnity given by the Applicant to Vero Insurance Limited in connection with the Deposit Guarantee.
<b>Deposit Guarantee</b>	means the deposit guarantee issued to the Applicant under the application in respect of which this Guarantee and Indemnity has been given.
<b>Guarantor</b>	means each person named as Guarantor in the Schedule
<b>Moneys Guaranteed</b>	means all moneys each Applicant owes Vero Insurance Limited, now or in the future, jointly or severally actually or contingently and for any reason, under the Applicant's Indemnity.
<b>Vero Insurance Limited</b>	means Vero Insurance Limited Insurance Australia Limited ABN 48 005 297 807 and includes any person authorised by Vero Insurance Limited.

# Guarantee and Indemnity Schedule

## A. Date of Guarantee and Indemnity

## B. Guarantors

### Guarantor 1

Name

Address

State  Post Code

Signed by the Guarantor in the presence of

Name of witness (please print)

On the date of  /  /

Signature of Guarantor

Signature of witness

### Guarantor 2

Name

Address

State  Post Code

Signed by the Guarantor in the presence of

Name of witness (please print)

On the date of  /  /

Signature of Guarantor

Signature of witness

### Guarantor 3

Name

Address

State  Post Code

Signed by the Guarantor in the presence of

Name of witness (please print)

On the date of  /  /

Signature of Guarantor

Signature of witness

### Guarantor 4

Name

Address

State  Post Code

Signed by the Guarantor in the presence of

Name of witness (please print)

On the date of  /  /

Signature of Guarantor

Signature of witness

## C. Applicant Details

### Applicant 1

Name

Company Name (if applicable)

Address

State  Post Code

### Applicant 2

Name

Company Name (if applicable)

Address

State  Post Code

### Applicant 3

Name

Company Name (if applicable)

Address

State  Post Code

### Applicant 4

Name

Company Name (if applicable)

Address

State  Post Code