

ANNEXURE 1 – GUARANTEE

I (Full Name) of
..... (Home Address)

Drivers Licence No: Date of Birth

state that I am a(position) of (**Business**).

In consideration of Tamworth Regional Council (**Council**) providing a credit account for the payment of waste delivery fees, I undertake as follows:

1. I guarantee to, and indemnify, Council in respect of the due and punctual payment by the Business of all monies which are now payable or may in the future become payable by the Business to Council for waste disposal charges incurred by the Business (**Guaranteed Moneys**), which includes any losses or expenses whatsoever directly or indirectly arising from or by virtue or any default whatsoever on the part of the Business with respect to amounts owed to Council.
2. Council is at liberty without notice to me at any time and without in any way discharging me from any liability hereunder to grant time, waiver, release or other indulgence to the Business and to accept from the Business payment in cash, cheque, EFT or otherwise.
3. Nothing in this document requires Council to continue, nor are any of my obligations conditional upon Council continuing, providing waste disposal facilities to the Business.
4. Council may exercise its rights under this document at any time and I must pay the amount of any indebtedness of the Business's account to the date of any demand, forthwith upon receipt of a written demand, or its delivery to my last known address. It is not a condition precedent to the issue of any such demand that Council must have exercised or exhausted its legal rights against the Business or any other guarantor.
5. My obligations under this document will not be considered wholly or partially discharged by anything that might otherwise have that effect, including, but without limitation by the payment at any time hereafter of any of the Guaranteed Moneys or by any settlement of account and applies to the present and any future balance of the Guaranteed Moneys, Council agreeing with the Business to increase any applicable credit limit (with or without my knowledge) or by the Business becoming insolvent.
6. This document is a continuing guarantee and indemnity to Council for all debts whatsoever and wheresoever contracted with the Business in respect of the services supplied or to be supplied to the Business, and is not limited in any way by any credit limit imposed by Council on the Business.
7. I certify that I have obtained (or had opportunity to obtain, but declined to do so) independent commercial, financial and legal advice prior to signing this document.
8. Any payment to Council by the Business which is lawfully avoided for the purposes of this guarantee is deemed never to have been made.
9. Council (in accordance with applicable privacy legislation) may seek from a credit reporting agency, a credit report containing personal information about me to assess whether to accept me as a guarantor for charge facilities applied for, or provide to, the Business.
10. If Council approves the Business's application, this document is irrevocable and remains in force until the supply agreement covered by this document ceases.
11. I am fully aware of the Council's Terms and Conditions (which are available on Council's website: [Welcome to Tamworth Regional Council | Tamworth Regional Council \(nsw.gov.au\)](http://www.tamworth.nsw.gov.au)) under which the account, if approved, is issued and guarantee that the account shall be operated in accordance with the Council's terms of supply as amended from time to time.
12. This document is a deed poll, made of the benefit of Council, and Council may take action under this deed poll even though it has not signed the document.

Signed sealed and delivered by)
in the presence of:)
Witness)