

# Personal/Directors Guarantee and Indemnity

IN CONSIDERATION of O'Coinne Constructions Limited and its successors and assigns ("Ó'Coínné") at the request of the Guarantor (as is now acknowledged) supplying and continuing to supply materials and/or works to

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

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

- GUARANTEE** the due and punctual payment to Ó'Coínné of all monies which are now owing to Ó'Coínné by the Client and all further sums of money from time to time owing to Ó'Coínné by the Client in respect of materials and works supplied or to be supplied by Ó'Coínné to the Client or any other liability of the Client to Ó'Coínné, and the due observance and performance by the Client of all its obligations contained or implied in any contract with Ó'Coínné, including but not limited to the Terms & Conditions of Trade signed by the Client and annexed to this Guarantee and Indemnity. If for any reason the Client does not pay any amount owing to Ó'Coínné the Guarantor will immediately on demand pay the relevant amount to Ó'Coínné. In consideration of Ó'Coínné agreeing to supply the materials and/or works to the Client, 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 Ó'Coínné registering any interest so charged. The Guarantor irrevocably appoints Ó'Coínné and each director of Ó'Coínné 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 Ó'Coínné may reasonably require to:
  - register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register;
  - register any other document required to be registered by the PPSA or any other law; or
  - correct a defect in a statement referred to in clause 1(a) or 1(b).
- HOLD HARMLESS AND INDEMNIFY** Ó'Coínné 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, Ó'Coínné in connection with:
  - the supply of materials and/or works to the Client; or
  - the recovery of monies owing to Ó'Coínné by the Client including the enforcement of this Guarantee and Indemnity, and including but not limited to Ó'Coínné's nominees contract default fee and legal costs; or
  - monies paid by Ó'Coínné with the Client's consent in settlement of a dispute that arises or results from a dispute between, Ó'Coínné, the Client, and a third party or any combination thereof, over the supply of materials and/or works by Ó'Coínné to the Client.

**I/WE FURTHER ACKNOWLEDGE AND AGREE THAT**

- I/We have received, read and understood Ó'Coínné's Terms and Conditions prior to entering into this Guarantee and Indemnity and agree to be bound by those Terms and Conditions.**
- 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 monies owing to Ó'Coínné by the Client and all obligations herein have been fully paid satisfied and performed.
- No granting of credit, extension of further credit, or granting of time and no waiver, indulgence or neglect to sue on Ó'Coínné's part (whether in respect of the Client 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 Client's obligations to Ó'Coínné, each Guarantor shall be a principal debtor and liable to Ó'Coínné accordingly.
- If any payment received or recovered by Ó'Coínné is avoided by law such payment shall be deemed not to have discharged the liability of the Guarantor, and the Guarantor and Ó'Coínné shall each be restored to the position in which they would have been had no such payment been made.
- 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.
- 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 Client to Ó'Coínné.**
- I/we irrevocably authorise Ó'Coínné to obtain from any person or company any information which Ó'Coínné may require for credit reference purposes. I/We further irrevocably authorise Ó'Coínné 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 Ó'Coínné as a result of this Guarantee and Indemnity being actioned by Ó'Coínné.
- The above information is to be used by Ó'Coínné for all purposes in connection with Ó'Coínné considering this Guarantee and Indemnity and the subsequent enforcement of the same.

<b>GUARANTOR-1</b>
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____

<b>GUARANTOR-2</b>
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 Client is a sole trader or partnership the Guarantor(s) should be some other suitable person(s).  
 2. If the Client is a club or incorporated society the Guarantor(s) should be the president and secretary or other committee member.