

PARTNER 1:

FULL NAME
SURNAME

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GIVEN NAMES

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DATE OF BIRTH

DAY				MONTH				YEAR				
		/				/						

RESIDENTIAL ADDRESS

UNIT

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STREET NUMBER & NAME

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CITY / SUBURB / TOWN

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STATE

--	--	--

POSTCODE

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MOBILE NUMBER

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EMAIL

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DRIVER'S LICENCE NUMBER

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IS HOME:

OWNED?

RENTED?

PLEASE SPECIFY AGENT'S NAME: _____

PARTNER 2:

FULL NAME
SURNAME

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GIVEN NAMES

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DATE OF BIRTH

DAY				MONTH				YEAR				
		/				/						

RESIDENTIAL ADDRESS

UNIT

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STREET NUMBER & NAME

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CITY / SUBURB / TOWN

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STATE

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POSTCODE

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MOBILE NUMBER

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EMAIL

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DRIVER'S LICENCE NUMBER

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IS HOME:

OWNED?

RENTED?

PLEASE SPECIFY AGENT'S NAME: _____

3. In the event of the Customer being in default of his obligation to pay and the overdue account is then referred to a debt collection agency, and/or law firm for collection and the agency charges commission on a contingency basis the Customer shall be liable to pay as a liquidated debt, the commission payable by the Supplier to the agency, fixed at the rate charged by the agency from time to time as if the agency has achieved one hundred per cent recovery and the following formula shall apply.

$$\text{Commission} = \frac{\text{Original Debt}}{100} - \left\{ \text{Commission \% charged by the agency (including GST)} \right\} \times 100$$

In the event where the agency is Prushka Fast Debt Recovery the applicable commission rate for the amount unpaid is as detailed on www.prushka.com.au.

In the event where the Supplier or the Supplier's agency refers the overdue account to a lawyer the Customer shall also pay as a liquidated debt the charges reasonably made or claimed by the lawyer on the indemnity basis.

4. Overdue accounts will be subject to interest at the rate prescribed by the Penalty Interest Rates Act (Vic) plus 2%.
5. Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled:
- ▶ to cancel your service contract with us; and
 - ▶ to a refund for the unused portion, or to compensation for its reduced value.

You are also entitled to choose a refund or replacement for major failures with goods. If a failure with the goods or a service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done you are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund for any unused portion. You are also entitled to be compensated for any other reasonable foreseeable loss or damage from a failure in the goods or service.

6. Where more than one party is liable for payment of this account, they will be liable jointly and severally.
7. The Customer covenants that the information provided in this Application is true and correct.
8. Orders are subject to the terms and conditions notified to the Customer from time to time.
9. Property in any goods sold will not pass until payment for those goods is made in full. The Customer shall keep such goods separate and shall allow access to the Supplier to repossess such goods where this account is more than 30 days overdue of where the Customer goes into receivership, liquidation or administration.
10. Reference to an individual includes reference to his heirs and executors and reference to a company shall include its Receivers, Administrator and Liquidator.

Signed by (print full name) **on behalf of the Customer on**

(day) (month) (year).

Position held:

DEED OF GUARANTEE AND INDEMNITY

I / We

of

("the Guarantors") in consideration of the within-named Supplier ("the Supplier") providing credit to the within-named Customer ("the Customer") at our request **DO HEREBY** for ourselves and respective executors and administrators jointly and severally covenant with the Supplier that if at any time default shall be made in the payment of any monies payable by the Customer to the Supplier we will forthwith on demand by the Supplier pay to it the whole of such monies which shall then be due and payable to the Supplier and will keep the Supplier indemnified against all losses costs charges and expenses whatsoever which the Supplier may incur by reason of any default on the part of the Customer in complying with the trading terms and conditions of the Supplier.

EXECUTED AS A DEED on the day of 201....

SIGNED SEALED AND DELIVERED)
 by the said)
Full name of Guarantor)
 in the presence of:)

Witness:

Name of Witness:

SIGNED SEALED AND DELIVERED)
 by the said)
Full name of Guarantor)
 in the presence of:)

Witness:

Name of Witness: