

# Personal Guarantee

Business Fuel Cards Pty Ltd, GPO Box 3852, Sydney NSW 2001  
P 1300 307 159 E sales@fleetcard.com.au W fleetcard.com.au



## How to fill in a Personal Guarantee form

A standard business practise of many organisations, particularly those providing credit or credit services, is the requirement that the application be accompanied by a personal guarantee.

As a responsible credit provider, Business Fuel Cards requires a personal guarantee to be completed to progress your business's application. Please use this guide to assist you with our form and send through to your card specialist.

### Who can sign a personal guarantee?

- Owner/s
- Trustee
- A person with financial interest in the business (e.g. shareholder)

### Who can witness a personal guarantee?

Anybody can be a witness as long as they are **NOT** related or living at the same address as the guarantor.

Ensure the business is **EXACTLY** as registered. If you are unsure, check your registration at [www.abr.business.gov.au](http://www.abr.business.gov.au)



Name of guarantor & guarantor's details



Name of witness & witness's details

**Personal Guarantee**

Business Fuel Cards Pty Ltd, GPO Box 3852, Sydney NSW 2001  
P 1300 307 159 E sales@fleetcard.com.au W fleetcard.com.au

Company/Business Name: \_\_\_\_\_ (Account Holder) / ABN/ACN

In consideration of Business Fuel Cards Pty Ltd (**Business Fuel Cards**) agreeing to supply the Account Holder with goods and services under the agreement between Business Fuel Cards and the Account Holder on about the date of this guarantee (**Agreement**):

I, \_\_\_\_\_  
Full Name of guarantor

(a) unconditionally and irrevocably guarantees to Business Fuel Cards on demand, the due and punctual performance and observance of the Account Holder's obligations under the Agreement or any variation of the terms and conditions of the Agreement, including the payment of all money which may be owing to Business Fuel Cards, by the Account Holder.

(b) as a separate and additional liability, indemnifies Business Fuel Cards against all Loss, actions, proceedings and judgments of any nature incurred by, brought, made or recovered against Business Fuel Cards arising from any default or delay in the due and punctual performance of the Account Holder's obligations under the Agreement.

I acknowledge and agree that:

(a) This is a continuing guarantee and remains in full force and effect for so long as the Account Holder has any liability or obligation to Business Fuel Cards under the Agreement and until all of those liabilities or obligations have been fully discharged;

(b) My obligation to Business Fuel Cards is both a surety and a principal debtor;

(c) To secure payment of any moneys owing to Business Fuel Cards, the guarantor hereby charges his/her/its interest in any real property both past and present, and consents to Business Fuel Cards to lodging a caveat/s over such property

(d) My liability under this guarantee shall not be affected by anything which, but for this guarantee might operate to release or exonerate me in whole or in part from my obligations including any of the following:

- 1) by the granting to the Account Holder or to me of any time or credit to the Account Holder, or other indulgence or by the release, abandonment or waiver of mine, the Account Holder's or any other persons from any liability or obligation or of any rights against the Account Holder, or the winding up or bankruptcy of the Account Holder;
- 2) Business Fuel Cards exercising or refraining from exercising its rights under any security or any other rights, powers or remedies against the Account Holder or any other person;
- 3) the amendment, replacement, extinguishment, unenforceability, failure, loss, release, discharge, abandonment or transfer either in whole or in part and either with or without consideration, of any security now or in the future held by the Business Fuel Cards from the Account holder or from me or any other person or by the taking of or failure to take any security;
- 4) the failure or omission or any delay by the Account Holder or Business Fuel Cards to give notice to me of any default by the Account Holder under the Agreement; and
- 5) any legal limitation, disability, incapacity or other circumstances related to the Account Holder, myself or any other person.

(e) The guarantee shall continue in force even if the Principal's account is in credit and I have no right to set off, deduct or withhold any moneys which I may be or become liable to pay under this guarantee, against any moneys that Business Fuel Cards may be, or become, liable to pay to an Account Holder whether under the Agreement or otherwise, and

(f) If there are two or more guarantors my liability shall be joint and several.

(g) A copy of terms and conditions of the Agreement as at the date of this guarantee are attached to this guarantee.

(h) I agree to pay all outstanding sums due to Business Fuel Cards by the Account Holder within 7 days of any notice of default by Business Fuel Cards including any default interest rate specified in the Agreement and Business Fuel Card's full costs of enforcing the Agreement (including, but not limited to, costs of a solicitor and client basis).

By signing below I/we acknowledge that Business Fuel Cards has advised me/us to seek legal advice in respect of my/our obligations under this guarantee and I/we have / have not done so prior to signing this guarantee.  
We the guarantor authorise any person or organisation to provide Business Fuel Cards Pty Ltd with such information as may be required.

|                                                              |                                   |            |
|--------------------------------------------------------------|-----------------------------------|------------|
| Guarantor's Full Name                                        | Title                             |            |
| Signature                                                    | Date / /                          |            |
| Residential Address:<br><small>(Can NOT be a PO BOX)</small> |                                   |            |
| Suburb:                                                      | State:                            | Post Code: |
| Drivers Licence<br>Number of Guarantor:                      | Drivers Licence<br>STATE of issue |            |
| Full Name of Witness                                         |                                   |            |
| Residential Address:<br><small>(Can NOT be a PO BOX)</small> |                                   |            |
| Suburb:                                                      | State:                            | Post Code: |
| Signature                                                    | Date / /                          |            |

Scan and email direct to your fuel card specialist or to sales@fleetcard.com.au

### Notes:

- Digital signatures **ARE NOT ACCEPTED**. This form must be physically signed
- Please sign in **BLACK** or **BLUE**

If you have any further questions, or need assistance with this form, please get in touch with your card specialist.

Scan and email to:

E sales@fleetcard.com.au W fleetcard.com.au



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|                        |                             |
|------------------------|-----------------------------|
| Company/Business Name: | (*Account Holder*) ABN/ACN: |
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I \_\_\_\_\_  
Full Name of guarantor

- (a) unconditionally and irrevocably guarantees to Business Fuel Cards on demand, the due and punctual performance and observance of the Account Holder's obligations under the Agreement or any variation of the terms and conditions of the Agreement, including the payment of all money which may be owing to Business Fuel Cards by the Account Holder.
- (b) as a separate and additional liability, indemnifies Business Fuel Cards against all Loss, actions, proceedings and judgments of any nature incurred by, brought, made or recovered against Business Fuel Cards arising from any default or delay in the due and punctual performance of the Account Holder's obligations under the Agreement.

I acknowledge and agree that:

- (a) This is a continuing guarantee and remains in full force and effect for so long as the Account Holder has any liability or obligation to Business Fuel Cards under the Agreement and until all of those liabilities or obligations have been fully discharged;
- (b) My obligation to Business Fuel Cards is both a surety and a principal debtor;
- (c) To secure payment of any monies owing to Business Fuel Cards, the guarantor hereby charges his/her/its interest in any real property both past and present, and consents to Business Fuel Cards to loading a caveat/s over such property
- (d) My liability under this guarantee shall not be affected by anything which, but for this guarantee might operate to release or exonerate me in whole or in part from my obligations including any of the following:
  - 1) by the granting to the Account Holder or to me of any time or credit to the Account Holder, or other indulgence or by the release, abandonment or waiver of mine, the Account Holder's or any other persons from any liability or obligation or of any rights against the Account Holder, or the winding up or bankruptcy of the Account Holder;
  - 2) Business Fuel Cards exercising or refraining from exercising its rights under any security or any other rights, powers or remedies against the Account Holder or any other person;
  - 3) the amendment, replacement, extinguishment, unenforceability, failure, loss, release, discharge, abandonment or transfer either in whole or in part and either with or without consideration, of any security now or in the future held by the Business Fuel Cards from the Account holder or from me or any other person or by the taking of or failure to take any security;
  - 4) the failure or omission or any delay by the Account Holder or Business Fuel Cards to give notice to me of any default by the Account Holder under the Agreement; and
  - 5) any legal limitation, disability, incapacity or other circumstances related to the Account Holder, myself or any other person.
- (e) The guarantee shall continue in force even if the Principal's account is in credit and I have no right to set off, deduct or withhold any moneys which I may be or become liable to pay under this guarantee, against any moneys that Business Fuel Cards may be, or become, liable to pay to an Account Holder whether under the Agreement or otherwise; and
- (f) If there are two or more guarantors my liability shall be joint and several.
- (g) A copy of terms and conditions of the Agreement as at the date of this guarantee are attached to this guarantee.
- (h) I agree to pay all outstanding sums due to Business Fuel Cards by the Account Holder within 7 days of any notice of default by Business Fuel Cards including any default interest rate specified in the Agreement and Business Fuel Card's full costs of enforcing the Agreement (including, but not limited to, costs of a solicitor and client basis).

By signing below I/we acknowledge that Business Fuel Cards has advised me/us to seek legal advice in Respect of my/our obligations under this guarantee and I/we have / have not done so prior to signing this guarantee.

I/We the guarantor authorise any person or organisation to provide Business Fuel Cards Pty Ltd with such information as may be required.

|                       |       |
|-----------------------|-------|
| Guarantor's Full Name | Title |
|-----------------------|-------|

|           |      |   |   |
|-----------|------|---|---|
| Signature | Date | / | / |
|-----------|------|---|---|

|                                               |
|-----------------------------------------------|
| Residential Address:<br>(Can NOT be a PO BOX) |
|-----------------------------------------------|

|         |        |            |
|---------|--------|------------|
| Suburb: | State: | Post Code: |
|---------|--------|------------|

|                                         |                                   |
|-----------------------------------------|-----------------------------------|
| Drivers Licence<br>Number of Guarantor: | Drivers Licence<br>STATE of issue |
|-----------------------------------------|-----------------------------------|

|                      |
|----------------------|
| Full Name of Witness |
|----------------------|

|                                               |
|-----------------------------------------------|
| Residential Address:<br>(Can NOT be a PO BOX) |
|-----------------------------------------------|

|         |        |            |
|---------|--------|------------|
| Suburb: | State: | Post Code: |
|---------|--------|------------|

|           |      |   |   |
|-----------|------|---|---|
| Signature | Date | / | / |
|-----------|------|---|---|