

## Asser Consultancy Services Pyt Ltd **Trading As The Global BPO**

180 Wonga Road, Ringwood North, 3134 VIC, Australia Office AU (+61) 3 7042 1180 enquiries@theglobalbpo.com.au

www.theglobalbpo.com

## **GUARANTEE**

To: Asser	Consultancy	/ Services	Ptv	Ltd

consideration and/or In the Company agreeing supply supply to ACNcontinuing to as set out at Scope of engagement above with services the undersigned HEREBY JOINTLY AND SEVERALLY agree with the Company as follows; from time to time, I/we

- To be answerable to the Company for the due payment by the Customer of all monies now or from time to time hereafter owing to the Company on any account or any manner whatsoever by the Customer either directly or indirectly and either alone or jointly with any other person firm and/or corporation, and including but without limiting the generality of the foregoing, any interest accruing on any monies owing or unpaid and any legal costs and disbursements incurred by the Company in enforcing payment by the Customer of any such monies. This includes any debt collection services engaged.
- 2. This Guarantee shall constitute a continuing guarantee to the Company for all monies which are now or may from time to time be owing or remain unpaid.
- 3. This Guarantee shall not be avoided, released, or effected by the Company making any variation or alteration in the terms of any agreement made with or to be made with the Customer.
- 4. The Company may without effecting this Guarantee, grant time or other indulgence to or compound or compromise with or release the applicant or any co-guarantor of this Guarantee or any other person or corporation whatsoever or release, abandon, vary, relinquish or renew in whole or in part any security asset or right held by the Company.
- 5. Any payment made to the Company and later avoided by the application of any Statutory Provisions shall be deemed not to discharge the guarantor's liability and, that in such event, the parties hereto are to be restored to the rights which each respectively would have had if the payment had not been made.
- 6. This Guarantee shall be revocable at any time as to further transactions by one months' notice in writing given to the Company or Company's duly authorized agent by the guarantor or in the case of death by the guarantor's personal representative.
- 7. It is expressly declared that notwithstanding the fact that this Guarantee may be intended or expressed to be executed and given by more than one person the same shall in fact be a valid and effectual guarantee binding against such person or persons as shall execute the same forthwith upon their execution thereto and shall continue to be binding as against such person or persons notwithstanding the fact that any proposed or contemplated party shall not in fact subsequently execute the same.
- This Guarantee and the construction and interpretation of it shall be governed by the laws of the State of Victoria in force for the time being and from time to time, and the parties to this Guarantee irrevocably submit generally and unconditionally to the jurisdiction of the Courts of Victoria in respect of all claims, proceedings and matters arising out of or in respect of this Guarantee.

Full name	ne
Position Position	







