

# Personal Guarantee

## 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 307 150 E: sales@bfcards.com.au W: bfcards.com.au

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Business Fuel Cards Pty Ltd (Business Fuel Cards) is providing 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).  
 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),  
 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 monies which may be owing to Business Fuel Cards by the Account Holder.

(b) 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 rights, 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) the assignment or transfer of any rights, powers or remedies against the Account Holder or any other person;
- 3) the amendment, replacement, endorsement, unenforceability, failure, loss, release, discharge, abandonment or transfer either in whole or in part and either with or without consideration, of any security now held by or from me or any other person or by the taking of or failure to take any security;
- 4) the failure or omission of any person 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.

(c) 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 be, or become, liable to pay to an Account Holder whether under the Agreement or otherwise; and

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

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

I agree to sume 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 Cards's full costs of enforcing the Agreement (including, but not limited to, legal costs).

By signing below I acknowledge that Business Fuel Cards has advised me to seek legal advice in respect of my obligations under this guarantee and I 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.

Signature: \_\_\_\_\_ / /

Residential Address: \_\_\_\_\_

Suburb: \_\_\_\_\_ State: \_\_\_\_\_ Post Code: \_\_\_\_\_

Driver's License Number of Guarantor: \_\_\_\_\_ Driver's License STATE of issue: \_\_\_\_\_

Full Name of Witness: \_\_\_\_\_

Residential Address: \_\_\_\_\_

Suburb: \_\_\_\_\_ State: \_\_\_\_\_ Post Code: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ / /

Scan and email direct to your fuel card specialist or to sales@bfcards.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.

Please attach a copy of valid ID of the guarantor

Scan and email to: [sales@bfcards.com.au](mailto:sales@bfcards.com.au)



P: 1300 881 246



A: GPO Box 3852, Sydney NSW 2001



E: [customer@bfcards.com.au](mailto:customer@bfcards.com.au)  
 W: [bfcards.com.au](http://bfcards.com.au)

# BUSINESS FUEL CARDS PERSONAL GUARANTEE

Company/Business Name: \_\_\_\_\_

("Account Holder") ABN/ACN: \_\_\_\_\_

In consideration of Business Fuel Cards Pty Ltd ("BFC") agreeing to open an Account and supply the Account Holder or Card User(s) with Cards and/or Suppliers under the "Agreement" between BFC and the Account Holder dated on about the date of this personal guarantee (this "Personal Guarantee"):

I: \_\_\_\_\_

Full Name of personal guarantor ("I", "me", "my", "mine")

Acknowledge and agree that:

- 1 **Agreement and interpretation:** A copy of the Agreement, dated on about the date of this Personal Guarantee, is attached to this Personal Guarantee. Capitalised terms used in this Personal Guarantee have the same meaning as those set out in the Agreement.
- 2 **Punctual performance and observance:** I unconditionally and irrevocably guarantee to BFC (on demand) the due and punctual performance and observance of the Account Holder's obligations under the Agreement (as amended or varied), including the payment of all monies which may be owing to BFC by the Account Holder.
- 3 **Indemnity provided to BFC:** As a separate and additional liability, I indemnify BFC against all Losses, Claims, actions, proceedings, or judgments (of any nature) incurred by, brought against, made against, or recovered against BFC arising from any default or delay in the due and punctual performance of the Account Holder's, my, or any other person's obligations under the Agreement, except to the extent that the liability is caused by BFC's fraud, negligence or wilful misconduct (including that of BFC's officers, employees, contractors or agents).
- 4 **Continuing obligation:** This Personal Guarantee is a continuing guarantee and remains in full force and effect for so long as the Account Holder has any liability or obligation to BFC under the Agreement and until all of those liabilities or obligations have been fully discharged.
- 5 **Surety and principal debtor:** My obligation to BFC under this Personal Guarantee is both as a surety and a principal debtor.
- 6 **Security:** To secure payment of any monies owing to BFC, I hereby charge my interest in any real property (both past and present), and consent to BFC loading a caveat/s over such property.
- 7 **Liability not affected:** My liability under this Personal Guarantee shall not be affected by anything which, but for this Personal Guarantee, might operate to release or exonerate me in whole or in part from my obligations including, but not limited to, any of the following:
  - (a) the granting to the Account Holder, me, or any other person of:
    - (i) any time or credit to the Account Holder or other indulgence; or
    - (ii) the winding up or bankruptcy of the Account Holder;
  - (b) BFC exercising, or refraining from exercising:
    - (i) any of its rights under any security provided by the Account Holder, me, or any other person; or
    - (ii) any other rights, powers, or remedies that BFC has against the Account Holder, me, or any other person;
  - (c) 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 BFC from the Account Holder, me, or any other person, or by the taking of, or failure to take, any security from the Account Holder, me, or any other person;
  - (d) any failure, omission, or delay by the Account Holder or BFC to give notice to me or any other person of any default by the Account Holder under the Agreement, except to the extent that the liability is caused by BFC's fraud, negligence or wilful misconduct (including that of BFC's officers, employees, contractors or agents); and
  - (e) any legal limitation, disability, incapacity, or other circumstances related to the Account Holder, me, or any other person.



- 8 **No right to set off, deduct, or withhold:** This Personal Guarantee shall continue in force even if the Account Holder's account is in credit and I have no right to set off, deduct, or withhold any monies which I may be, or may become, liable to pay under this Personal Guarantee, against any monies that BFC may be, or may become, liable to pay to the Account Holder or any other person, whether under the Agreement or otherwise (except to the extent that I have a right of set-off granted by law which BFC cannot exclude by agreement).
- 9 **Joint and several liability:** If there are two or more personal guarantors my liability shall be joint and several. **Payments:** I agree to pay all outstanding monies due to BFC by the Account Holder within five (5) Business Days of receiving any notice of default (from BFC) of a default by the Account Holder to BFC. This payment shall include any:
- (a) interest (including default interest);
  - (b) overdue and/or dishonour fees;
  - (c) other fees or charges (notified to me or the Account Holder by BFC from time to time) to compensate BFC for additional administrative, legal, or borrowing costs in dealing with an overdue or dishonoured payment; and
  - (d) BFC's reasonable costs of enforcing the Agreement and this Personal Guarantee (including, but not limited to, costs of a solicitor and client basis).
- 10 **Independent legal advice:** By signing below, I acknowledge that BFC has advised me to seek independent legal advice in respect of my obligations under this Personal Guarantee and I have so (or actively chosen not to do so) before signing this Personal Guarantee.
- 11 **Authority to collect further information:** As the guarantor under this Personal Guarantee, I authorise any person or organisation to provide BFC with any further information that BFC may require in relation to this Personal Guarantee or the Agreement.
- 12 **Governing law:** This Personal Guarantee is governed by the laws of Victoria, Australia.

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: <small>(Can NOT be a PO BOX)</small>	
Suburb	State: Post Code:
Drivers Licence Number of Guarantor:	Drivers Licence STATE of issue
Drivers Licence Card No: <small>(Not the same as drivers licence number, please refer to our ID verification guide)</small>	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Full Name of Witness	
Residential Address: <small>(Can NOT be a PO BOX)</small>	
Suburb:	State: Post Code:
Signature	Date / /

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