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## Guarantee

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### 1 Applicability and Definitions

#### 1.1 Applicability of Part

This 0 – Guarantee applies to this Agreement and is incorporated in every Services Agreement and Rental Agreement if **Error! Reference source not found.** – Party Details specifies that the guarantee applies.

#### 1.2 General Definitions and Interpretation

- (a) Except for any capitalised terms which are defined in this 0 – Guarantee, capitalised terms have the meaning given to them in **Error! Reference source not found.** – General Terms and Conditions.
- (b) The rules of interpretation in **Error! Reference source not found.** – General Terms and Conditions applies to 0 – Guarantee.

#### 1.3 Specific Definitions

In this 0 – Guarantee, unless the context requires otherwise:

- (a) **Agreement**, for the avoidance of doubt, includes any Services Agreement or Rental Agreement entered into pursuant to the terms of the Agreement.
- (b) **Guarantor** means each person specified as a Guarantor in **Error! Reference source not found.** – Party Details.

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## 2 Guarantee and Indemnity

### 2.1 Guarantee

- (a) In consideration of VITG entering into this Agreement, or providing goods or services to, the Customer at the request of the Guarantor, the Guarantor guarantees to VITG the Customer's due and punctual:
  - (i) payment of any amounts payable by the Customer to VITG; or
  - (ii) performance of any other obligations.
 under this Agreement, including any Services Agreement or Rental Agreement.
- (b) If the Customer fails to make any payment due to VITG by the relevant due date, or to perform any of its obligations, the Guarantor agrees to make that payment or perform that or those obligations in favour of VITG on demand and as directed by VITG.

### 2.2 Indemnity

As an additional and independent obligation to clause 2.1, if the Customer defaults in the performance of its obligations under this Agreement (including the payment of any money), the Guarantor indemnifies, keeps indemnified and holds harmless VITG from and against all cost, expense, loss, damage, and Liability suffered by VITG arising out of or in connection with that default.

### 2.3 Liability Unconditional

- (a) The Guarantor's Liability under clauses 2.1 and 2.2 are unconditional, irrevocable, and are continuing obligations for the whole of the Customer's obligations.
- (b) To the fullest extent that the Law allows, no principle of law or equity limits the Guarantor's Liability under this Agreement.
- (c) The Guarantor waives any right that they have under law which renders their Liability conditional.
- (d) This Agreement and guarantee may be enforced against the Guarantor without VITG exhausting any remedies against the Customer.
- (e) The Guarantor is liable, pursuant to the guarantee and indemnity at clauses 2.1 and 2.2, as the primary debtor, and the Guarantor's obligations are not ancillary or collateral to any other right or obligation.

### 2.4 Continuing Guarantee

The guarantee and indemnity under this 0 - Guarantee is a continuing guarantee and is not affected, avoided, discharged, or released by:

- (a) any variation in any agreements between the Customer and VITS.
- (b) any part repayment of amounts owing by the Customer
- (c) insolvency of the Guarantor or the Customer.
- (d) the Guarantor's death or incapacity.
- (e) VITG releasing or discharging the Customer; or
- (f) VITG providing the Customer or a Guarantor with time to pay or perform an obligation.

### 2.5 No Marshalling

VITG is not obliged to marshal in the Guarantor's favour any security which VITG holds or any assets that VITG holds or is entitled to.

### 2.6 Guarantor Acknowledgements

The Guarantor acknowledges, agrees, represents, and warrants that:

- (a) the Guarantor was not induced to enter into this Agreement or give this Guarantee by any statement, representation, or warranty by or for VITG.
- (b) the Guarantor's obligations under clauses 2.1 and 2.2 continue until the Customer's obligations have been paid and performed in full and VITG has released the Guarantor in writing for any future Liabilities of the Customer under this Agreement.
- (c) the Guarantor has obtained and relied upon independent legal advice or has had the opportunity to obtain legal advice but elected not to in relation to this Agreement, guarantee and indemnity.
- (d) it has not relied upon any advice from VITG's or the Customer's legal advisers in agreeing to give this guarantee.
- (e) the Guarantor has read and understood the terms of this 0 – Guarantee, and does not require any further explanation from any person; and
- (f) VITG may rely on this clause 2.6 if the Guarantor claims that this guarantee is unenforceable or invalid because the Guarantor did not understand its terms or did not obtain independent legal advice.

### 2.7 Multiple Guarantors

If there is more than one Guarantor:

- (a) this guarantee and indemnity is enforceable against a Guarantor that executes this Agreement, whether or not the other Guarantor or intended guarantors execute this Agreement; and
- (b) the Guarantors are jointly and severally liable for their obligations under clauses 2.1 and 2.2 jointly and severally; and
- (c) VITG may enforce this guarantee and indemnity against any one of the Guarantors for the full amount of Liability under clauses 2.1 or 2.2, regardless of whether VITG attempt to enforce this guarantee and indemnity against any other Guarantor.