

Real Estate Publications Australasia Pty Limited ABN 21 521 369 903

This Guarantee must be completed in full and returned to REPA along with a Credit Account Application form. Please refer to the Terms & Conditions printed on the reverse of this form prior to completion.

GUARANTEE

IN CONSIDERATION OF REAL ESTATE PUBLICATIONS AUSTRALASIA PTY. LIMITED, of 45 Huntingwood Drive, HUNTINGWOOD, (hereinafter called "the Company"), granting credit

To: _____

Of: _____ (hereinafter called "the Customer")

I: _____

Of: _____ (hereinafter called "the Guarantor")

(hereby guarantee and bind myself jointly and severally with the Customer in favour of the Company, for the payment of any amount which is now due or which may hereafter become due or owing by the Customer to the Company.

I hereby agree:

1. THAT this Guarantee shall be a continuing Guarantee and shall not be determined by the death of the Guarantor, nor in the case where the Guarantor is a company, by its liquidation.
2. THAT all compositions and payments received by the Company shall be taken as payments in gross and the Guarantor's rights to be subrogated in respect thereof shall not arise until the Company shall have received the full amount of the Customer's indebtedness to it.
3. THAT no time or other indulgence granted to the Customer nor any variation in the terms of any contract agreement or arrangement between the Company or the Customer nor the release by the Company of any guarantee of security held by the Company shall in any way affect the liability of the Guarantor and that as between the Company and the Guarantor no cheque, bill of exchange or promissory note received by the Company respect of the Customer's indebtedness to it shall be regarded as whole or part satisfaction of the obligations in respect of which it is given unless the same shall have been sent.
4. THAT the discharge extinguishing or postponement by bankruptcy operation of law of parties or otherwise of any part of indebtedness of the Customer shall not impair or affect the liability of the Guarantor hereunder.
5. THAT if any payment made to the Company by or on behalf of the Customer or the Guarantor shall subsequently be avoided by any Statutory Provision or otherwise howsoever such payment shall be deemed not to have discharged the Guarantor's liability and in such event the Company and the Guarantor shall be restored to the position in which they would have been if such payment had not been made.
6. THAT the Company shall be entitled to recover from the Guarantor without first taking any steps or proceedings against the Customer.
7. I/We acknowledge that Real Estate Publications Australasia Pty. Ltd. has informed me/us, in accordance with s.18E(8)(c) of the Privacy Act 1988, that certain items of personal information about me/us contained in this application and permitted to be kept on a credit information file might be disclosed to a credit reporting agency.

AS WITNESS our hands this: _____ day of: _____ 20_____

SIGNED by the said: _____ in the presence of _____

Signature of Witness _____ Name of Witness: _____

Address: _____

Occupation: _____

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Signature of Witness _____ Name of Witness: _____

Address: _____

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Terms & Conditions for Advertisers May 2009

Credit and Accounts

1. REPA may offer credit facilities to Customers upon application. Application does not guarantee credit and no credit will be provided until the application is approved by REPA.
2. Payment of credit accounts must be made in full within the agreed period (30 days unless otherwise stated in writing) from invoice date.
3. Credit facilities may be suspended or withdrawn at the discretion of REPA without notice on overdue accounts and/or accounts exceeding credit facilities or deemed to be a risk.
4. Personal guarantees of Company Directors are a mandatory requirement for credit facilities.
5. REPA reserves the right to use the services of a credit reporting service and/or a mercantile agent in determining the Customer's eligibility for credit or to pursue overdue accounts.
6. All costs associated with recovering overdue accounts will be borne by the Customer. Inclusive of, but not limited to, legal fees, interest on overdue account and fees charged to REPA by any debt recovery agents.
7. Accounts may be paid via cheque, direct debit or approved credit card. Credit card fees will be charged to the Customer except where the account is paid within (7) seven days of invoice.
8. An administrative fee of \$25.00 will be applied to all dishonoured cheques.

Bookings and Advertising Agreements

9. Signed Advertising Agreements are a mandatory requirement for booking advertising in a REPA publication.
10. By signing an Advertising Agreement the Customer acknowledges that they accept REPA's terms and conditions governing advertising and payment of accounts outlined in this document.
11. By signing an Advertising Agreement the signee acknowledges that they are authorised to place orders on behalf of the customer and accept responsibility for the advertising. Any dispute over authorisation of advertising is between the signee and the Customer.
12. Bookings will not be confirmed until a signed Advertising Agreement is received by REPA.
13. Booking cancellations must be notified to REPA in writing no later than 10.00am on the day following the booking deadline.
14. Where the Customer cancels a booking after the booking deadline, the Customer will be charged for the advertising space booked.
15. Additions to bookings after the booking deadline will be accepted at the discretion of REPA and only if space is available.
16. Where there is a discrepancy between the Advertising Agreement and the material supplied (eg: a mismatch in the number of pages) the details recorded on the signed Advertising Agreement will take precedent.

Disputes and Claims

17. Advertising may be refused by REPA if, in the opinion of the publishers, it contravenes company policy.
18. REPA reserve the right to alter, abbreviate, omit or reclassify advertising where necessary and for any reason.
19. The Customer acknowledges that REPA takes no responsibility for the accuracy of information, views expressed or prices supplied by the customer and that any dispute over this information is between the customer and disputing party.
20. Any claims for errors must be made within (5) five working days of publication where after no responsibility will be accepted by REPA.
21. All claims for errors must be made in writing.
22. REPA makes no guarantee in regards to positioning of advertising in our publications.
23. The Customer has no claim against REPA in regards to positioning except where the Customer has paid a loading fee for positioning. In this case REPA's liability will not extend beyond the loading fee relating to positioning.
24. REPA cannot be held responsible to claims of lost business, damage or any other claim, perceived or otherwise, due to advertising positioning.

REPA reserves the right to alter or amend the Terms and Conditions at any time.

REPA refers to Real Estate Publications Australasia Pty Limited.

The Customer refers to any entity, individual or agent appointed by a company or business to purchase advertising from REPA.

Advertising refers to material goods or space purchased in a REPA publication for the purpose of promoting goods or services.