

This Deed of Guarantee and Indemnity is made this date

at; Auckland / Wellington / Christchurch (*Closest FleetPartners Location – please delete the one that does not apply*)

BETWEEN: FleetPartners Group ("FleetPartners") includes; Fleet Holding (NZ) Limited, Truck Leasing Limited, FleetPartners NZ Trustee Limited as trustee for the FleetPartners NZ Trust duly incorporated Companies having a registered office at Level 30, Vero Centre, 48 Shortland Street, Auckland.

(*"the Guarantor"*)

In consideration of FleetPartners at the request of the Guarantor entering into a motor vehicle lease agreement (*"the lease"*) with

(*"the customer"*)

The Guarantor agrees as follows:

1. The Guarantor hereby unconditionally and irrevocably guarantees and indemnifies to FleetPartners the due, proper and punctual observance and performance by the customer of the lease and the due, proper and punctual payment to FleetPartners by the customer of all sums which are now owing or may from time to time become owing to FleetPartners under the lease or any subsequent motor vehicle lease agreement between FleetPartners and the customer or which may otherwise become payable by the customer to FleetPartners ("the moneys hereby secured") in the manner and at the time agreed between FleetPartners and the customer. If no time is agreed then payment shall be on demand. The Guarantor shall also keep FleetPartners indemnified as provided for by clause 2 hereof.
2. The Guarantor hereby agrees independently of the foregoing provisions of this deed to indemnify FleetPartners against all losses, costs and other expenses (including solicitor/client costs) which may be suffered or incurred by FleetPartners as a result of any failure by the customer to make due, proper and punctual payment of all or any of the moneys hereby secured whether or not the liability of the customer is or has become void or unenforceable for any reason and whether or not the foregoing provisions of the deed be void or unenforceable against the Guarantor for any reason.
3. This guarantee and indemnity is a continuing and irrevocable guarantee and indemnity and shall remain in full force and effect until FleetPartners grants a written release to the Guarantor upon the whole of the moneys hereby secured and all of the obligations hereby secured having been paid, satisfied or performed. This guarantee and indemnity shall not be discharged by the receivership, liquidation, bankruptcy or death of the customer or the Guarantor.
4. No granting of time or credit or extension of former credit by FleetPartners, nor any neglect to sue shall in any way abrogate, diminish or release the Guarantor from its obligations under this guarantee and indemnity.
5. The Guarantor agrees to be bound as principal debtor and the Guarantor's liability shall not be released, affected, diminished or abrogated by any delay or other indulgence, concession or waiver which may be granted to the customer by FleetPartners or any compromise which FleetPartners may reach with the customer or by the release or variation of any security from time to time held or taken in respect of any moneys owing to FleetPartners by the customer.
6. The Guarantor agrees that the Guarantor will not in any way compete with FleetPartners for any dividend or distribution in any winding-up, scheme or arrangement or bankruptcy of the customer except where instructed to do so by FleetPartners.
7. The Guarantor agrees to notify FleetPartners in writing of any change in address for the Guarantor and any such notification shall only be effective upon receipt from FleetPartners.

**Signed as a deed by person giving the guarantee and indemnity**

Signature of Guarantor:

Print full name:

Telephone no:

(  )

Address (*not PO Box*):

**In the presence of**

Signature of witness:

Print full name:

Occupation of witness:

Address (*not PO Box*):