

About this guarantee

When you sign this guarantee you agree to become liable to us as well as, or instead of, the borrower or any other guarantor.

We strongly recommend that you get legal advice about the guarantee and your risks as guarantor. We also think it's important that you get independent advice – from someone who isn't advising us, the borrower, or any other guarantor.

Here's some very important information to understand:

- You're either liable for all money owing or your liability may be limited – see the box 'nature of guarantee' below your name as 'guarantor'.
- Giving a guarantee affects your ability to borrow money yourself – responsible lenders look at all your liabilities, including under this guarantee.
- We don't have to ask the borrower to repay any money owing first – we can ask you instead.
- If you've given us a mortgage over your home as security for this guarantee, then we could sell your home if you can't pay any money owing under this guarantee when we ask you to.
- We can lend the borrower more money without getting your agreement first – but we'll send you information about any new lending we do.
- You will need to agree to contract out of and waive some rights you have, as we are relying on being able to recover the amounts you owe us in full.
- You can't revoke your guarantee, but you can write to us if you want to stop your liability for future money we lend the borrower.

Each person below is a 'guarantor'

When we talk about 'you' in this guarantee, we mean the person or people named as a guarantor below. We also mean any other person we agree to add to this guarantee in the future. When we've named more than one person as a guarantor 'you' means each person individually and any two or more of those people together. Each person must also comply with this guarantee and repay any money owing, by themselves, or with the other guarantors.

The information below only summarises the nature of your guarantee. Please read this information with the other terms set out in this document.

Guarantor name:	<Guarantor name>
Address:	<Guarantor address>
Organisation type:	<Where relevant – organisation type, like company, trust, partnership, etc>
<NZ Business Number>:	<Where relevant>
<Trustee><Partner> names:	<The names of any trustees or partners will be listed here>
Nature of guarantee:	<p><We'll explain the nature of the guarantee and the extent of the guarantor's liability here.</p> <p>The guarantor will usually guarantee and indemnify us for all money owing by the borrower. However, if we agree to limit our recourse under the guarantee, we'll state this here. If there is more than one guarantor listed in the guarantee, we'll also explain in this section how the liability of each guarantor, alone or together with any other guarantor, will work.></p>

Guarantee

Each person below is a ‘borrower’

When we talk about the ‘borrower’ in this guarantee, we mean the person or people named as a borrower below. When we’ve named more than one person as a borrower, we mean each person individually and any two or more of those people together.

Borrower name:	<Borrower name>
Address:	<Borrower address>
Organisation type:	<Where relevant – organisation type, like company, trust, partnership, etc>
<NZ Business Number>:	<Where relevant>
<Trustee><Partner> names:	<The names of any trustees or partners will be listed here>

Our details

ANZ Bank New Zealand Limited, Ground Floor, ANZ Centre, 23 Albert Street, Auckland 1010.

When we talk about ‘we’, ‘us’ or ‘our’, we mean ANZ Bank New Zealand Limited. If we assign or transfer our rights or obligations under this guarantee, when we talk about ‘we’, ‘us’, and ‘our’ we mean the person we’ve assigned or transferred the guarantee to.

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A glossary of terms we use in this guarantee

Costs

Costs mean:

- Legal costs, taxes, or other costs we incur when preparing, taking, changing, or releasing this guarantee.
- Costs we incur when exercising any of our rights or asking you to comply with any term or condition in this guarantee, including all our legal costs.
- Costs or taxes we incur when recovering any money owing from you if we've asked you to pay it, including all our legal costs.
- Costs or losses we incur in converting the money you pay us from the currency you pay us in to the same currency as any money owing.

Insolvent

Someone is insolvent if any of the following apply:

- They can't pay debts when they're due.
- They're made bankrupt.
- They go into receivership, administration, or liquidation or any similar process.
- They enter an arrangement with the people they owe money to reduce the amount they have to pay or pay it on different terms because of financial difficulties.

Interest amount

<We'll insert this paragraph only if we've agreed to limit our recourse against any guarantor>

The interest amount is an amount we calculate on any money owing on a daily basis using the highest interest rate we charged the borrower in the 2 months' before we asked you to pay any money owing, plus any extra amount you must pay us to make up for any deduction or withholding from the amounts you pay us under this guarantee. We'll calculate interest from the day we asked you to pay the money owing to when you pay the money owing, up to a maximum of 12 months interest.>

Guarantee

Money owing

Money owing means:

- Amounts the borrower owes us by themselves or with others, including as guarantor, and including amounts they already owe us or may owe us in future
- Amounts we pay, including all our legal costs, or losses we suffer when enforcing or exercising any rights under any loan or security agreements the borrower has with us, including asking the borrower to comply with those agreements
- Amounts we get in a Court judgment against the borrower
- Interest, including default interest, on any of those amounts, at the rate we've agreed with the borrower
- Other than for the purposes of the Nature of Guarantee section under 'Each person below is a guarantor', any costs we incur, <the interest amount>, and any interest payable by you under this guarantee.

Responsibility

When we talk about 'responsibility' or 'responsible' in this guarantee, we mean each of the following:

- The responsibility or liability someone has for debts they owe, or someone else owes, including any money owing.
- The responsibility or liability someone has for someone else's losses or costs.
- The responsibility someone has to do something, or not to do something.

Security

Security is anything we can rely on, or sell, if a person breaches an agreement with us for any reason and we need to recover an amount owing. For example, security could include a mortgage over your home, which gives us the right to sell your home to repay any money owing.

How to contact us

Contact us if you need to discuss anything about this guarantee, including if you have any problems or concerns. Talk to our staff at any branch, phone 0800 269 296, or contact us using the form on our website, anz.co.nz.

If you have a problem you don't think we've resolved, you may be able to get free independent help from the Banking Ombudsman. You can write to the Banking Ombudsman at Freepost 218002, PO Box 25327, Featherston Street, Wellington 6143, phone 0800 805 950, or find information on their website, bankomb.org.nz. ANZ Bank New Zealand Limited is a registered financial service provider under the Financial Service Providers (Registration and Dispute Resolution) Act 2008 and our registration number is 36405.

You guarantee payment of any money owing

We need your guarantee and indemnity so we can provide loans or other banking facilities to the borrower.

You guarantee, or accept responsibility for, payment of any money owing now or in the future. You agree to immediately pay us any money owing if we ask you to in writing. We'll set out in our letter how much you need to pay, and we'll calculate that amount on the day we write to you. If we have agreed to limit your liability to the proceeds of the sale of your property, we'll calculate how much you need to pay on the date of the sale.

You also indemnify us for any money owing now or in the future. By indemnifying us, we can ask you to pay any money owing to us immediately as well as, or instead of, the borrower. We don't have to ask the borrower to pay any money owing first.

Guarantee

You're responsible for all money owing, unless we've limited your guarantee

If we've limited our rights or the way we'll recover any money owing, we'll set this out in the section 'Each person below is a guarantor'.

If we've limited our rights or the way we'll recover any money owing in that section, the limitation will apply to the named guarantor only – not any other guarantor.

Even if we've limited our rights, we'll still have the right to take any legal action we need to enforce your responsibilities or our rights under this guarantee.

You must pay any money owing immediately when we ask you to

You must pay us any money owing in cleared funds and without setting any conditions on that payment. 'Cleared funds' means the money you've paid won't be reversed or dishonoured for any reason.

You must also pay any money owing in the same currency the borrower owes it in. If you don't, we'll convert the amounts you pay into the same currency as any money owing. We'll use exchange rates available on the day we receive the money from you or the day we process the payment, if this is later. If we have to convert the money you pay us, and it is less than any money owing, you'll still owe us the difference. You'll also need to pay any costs or losses we incur in converting the money you pay us.

If we've asked you to repay any money owing, we can transfer amounts from any of your accounts to pay any money owing. We can also use any amounts we may owe you to repay any money owing. We can do this even if we would have paid the amounts we owe you on a different date. We'll let you know afterwards, if we've done this. We can hold any amounts you've paid us under this guarantee until all money owing is repaid and we're satisfied there will be no new money owing in future or we've released this guarantee.

If either of us must deduct or withhold any amount by law from the amounts you pay us under this guarantee, we both agree to only deduct or withhold the minimum needed. We also both agree to pay the amounts deducted or withheld when due to avoid any penalty or late payment charges. You also agree to increase the total amount you pay us by the amount deducted or withheld, so the total amount you pay us isn't reduced after the deduction or withholding.

We can charge you interest on any money owing

If we've asked you to pay us any money owing, we'll also charge you interest on that money owing from the date we ask you to pay it to us, up to and including the day you repay it in full.

We'll calculate the interest on a daily basis using the highest interest rate we charged the borrower in the 2 months' before we asked you to pay any money owing. We can add the interest to any money owing and then charge further interest on it – we don't have to tell you before we do this. But we'll reduce the interest by any interest and default interest the borrower pays on any money owing or that is included in the money owing.

You can't revoke your guarantee

We're relying on your guarantee to provide loans and other banking facilities to the borrower. So, your guarantee stays in force until we write to you releasing you from your guarantee obligations to us. You also can't impose any conditions on how you honour your guarantee obligations.

You can stop your responsibility for any new money owing

Although your guarantee stays in force until we write to you releasing you from your guarantee, you can write to us at any time to tell us you do not want to be responsible for any new money owing.

You will stop being responsible for any amounts that become money owing one calendar month after the date we get your letter, but:

- You are still liable for any money owing at the date of your letter and any amounts that become money owing up to one calendar month after we get your letter. And you're still liable for any interest we charge on that money owing or costs we incur after we get your letter.
- You will also be liable for any money owing that isn't due or amounts that we haven't yet provided to the borrower. But you'll only be liable if those amounts arise under agreements or obligations we agreed to with the borrower before we got your letter and we are obliged to provide that money.

Each guarantor who wants to stop their responsibility for any new money owing must sign the letter to us. Stopping one guarantor's responsibility for any new money owing won't affect any other guarantor's responsibilities under this guarantee.

When we'll release your guarantee

We'll release this guarantee, or any guarantor from their responsibilities under this guarantee, if we're satisfied the following have been met:

- We've been repaid any money owing.
- There won't be money owing in future that we need to keep the guarantee for.
- You've complied with the guarantee or other agreements with us.
- We won't need to repay any amounts you, the borrower, or any other person has paid to us, including because you, the borrower, or any other person becomes insolvent.

If we must pay back money we got from the borrower or any guarantor within two years of when we released this guarantee or the guarantor from their responsibilities under this guarantee, then you agree:

- we can recover that money from you, and
- to the extent it's necessary, both you and we are put back into the position we both would have been in if we hadn't either got that money or released this guarantee or the guarantor.

You agree to waive some rights you have

While your guarantee is in force, you also agree to waive rights you have against us, the borrower, or any other guarantor, including your rights of 'set-off', 'subrogation', 'contribution', 'marshalling', and 'indemnity'. We need you to waive those rights, because we're relying on being able to recover the amounts you owe us in full, including the money owing. But you can exercise those rights once we've released you and all other guarantors from your guarantee obligations to us.

Here's an explanation of the terms 'set-off', 'subrogation', 'contribution', 'marshalling', and 'indemnity'

'Set-off' is the right that may arise if Person A owes Person B money and Person B also owes Person A money or Person A has a claim against Person B. In some situations, set-off could result in the money one party owes the other being reduced.

'Subrogation' is taking over rights someone has under an agreement. For example, a person repays amounts a borrower owes on a loan and takes over that loan. The borrower then makes repayments to that person instead.

'Contribution' is where someone is responsible for paying only a part of a debt, but the person repays more than his or her share. That person may have a right to recover the extra money he or she paid from the borrower or another guarantor. Contribution can also include where a person has a right to make someone else pay some or all of a debt owing with him or her.

'Marshalling' is where a person asks us to use other security or guarantee we might have first, like a mortgage over the borrower's property, rather than asking that person to pay amounts owing under this guarantee.

'Indemnity' is where Person A, like a guarantor, has the right to ask Person B, like the borrower, to pay Person A any amount Person A has paid someone else, like us, under a guarantee.

You also agree not to take security for your guarantee

Unless we agree, you also agree not to take security, interest in land, lien, or a guarantee for your guarantee from the borrower or any other guarantor, including holding any money or property. Unless we agree or require you to, you can't claim as a creditor if the borrower or any other guarantor becomes insolvent. We need you to waive these rights because we need priority in getting paid any money owing. Again, you can exercise those rights once we've released you from your guarantee obligations to us.

If you get money, security, interest in land, lien, or property from the borrower or any guarantor as security for your guarantee, or you claim in the borrower's or any guarantor's insolvency, you agree to pay us that money and interest on that money, or transfer that property to us when we ask you to. Until you do so, you agree that you hold that money or property on trust for us.

You agree nothing else affects or revokes your guarantee

You agree that your guarantee and our rights under it aren't affected or revoked by anything else, including if any of the following happen:

- The borrower, any other guarantor, or any other person pays us any money owing.
- Any money owing increases or decreases or we change any of the terms that apply to that money owing or security for that money owing.
- Any change to any other agreement, security or guarantee or any rights under them.
- We lend the borrower more money or increase their credit limit – we don't need to get your consent to do this.
- We transact in any way with the borrower or any guarantor.
- We add a new guarantor to this guarantee.
- We waive any of our rights in any agreement with the borrower or any guarantor, or give the borrower or any other guarantor extra time to comply with any obligations in those agreements or comply with them in a different way.
- We release the borrower or any other person giving us security or a guarantee from some or all of their obligations to us.
- We release any guarantee or property we have as security for any money owing or fail to take any security or guarantee for any money owing, even if we've said we would take it.

Guarantee

- The borrower or any guarantor is insolvent or makes any changes to their business structure.
- We can't enforce any agreements we have with the borrower or any other person for any reason.
- Any person does not sign or is not bound by this guarantee or any other agreement.
- We make any changes to our business structure or become insolvent.

We'll give you any information we have to under law

Some rules to protect consumers under the Credit Contracts and Consumer Finance Act 2003 apply if the borrower's loans or banking facilities with us are a 'consumer credit contract'.

The legislation explains when a loan or banking facility will be a consumer credit contract and if this is the case, then:

- We'll give you copies of the borrower's current loan or banking facility agreements before you give us this guarantee and within 5 working days in relation to any new loans or banking facilities the borrower gets in the future.
- We'll give you information about certain changes to the borrower's loan or banking facility agreements within 5 working days. If we change our interest rates or fees, we can publish this information in newspapers, in our branches, and on our website instead.
- You can also ask us for certain information while your guarantee is in force, including how much is needed to repay all money owing in full. We'll give you this information within 15 working days. But, it's important to know you can't ask us for information about the borrower's finances or general banking transactions, or about any other guarantor.

But to the extent the law allows, you agree we're not under any other obligation to give you any information about the borrower's finances, whether this guarantee is security for a consumer credit contract or not. You agree we don't have to give you any information about the borrower's or any other guarantor's finances either before you enter this guarantee or while this guarantee is in force.

We don't have to automatically tell you when the borrower misses a scheduled loan repayment or breaks any loan or banking facility agreement with us. We suggest you talk to the borrower often about their finances, so you can understand your liability and risks at all times.

We may hold security for your guarantee

If you've given us any security or give us security in future, we can rely on that security for any money owing. We'll also rely on that security for any other amounts you owe us under any other guarantee or any other agreements with us.

If you've given us a mortgage over your home, we could sell your home if you don't pay any money owing that we've asked you to pay under this guarantee.

We can choose how we exercise our rights under this guarantee

We can choose to use our rights in this guarantee alone or with our rights under any security, guarantee or other agreement we also hold for any money owing. We can also choose to exercise other rights we have at law or under any other agreement.

We can exercise our rights in this guarantee against one, some, or all the guarantors.

We don't have to exercise any rights we have against the borrower first, or exercise our rights against all guarantors together.

We also don't have to take any action or enforce our rights under this guarantee, or we can delay taking action. If we choose not to act or enforce any of our rights under this guarantee, we continue to have the right to do those things in future. We'll only be bound if we've confirmed we've waived our right to act or enforce any of our rights under this guarantee in writing to you.

Guarantee

We can transfer this guarantee

We can assign, or transfer, any of our rights or obligations under this guarantee to anyone we choose. Generally, we don't have to tell you if we do any of these things, and you agree not to object.

Because we're relying on you, personally, giving this guarantee, you agree not to assign, or transfer, any of your rights and obligations under this guarantee, unless we've agreed in writing.

We can add new guarantors to this guarantee

You agree we can add new guarantors to this guarantee. We'll add a new guarantor by having them, and you, sign a document that says that the new guarantor will be bound by the terms in this guarantee. You agree that, if we add a new guarantor, your responsibilities and guarantee obligations under this guarantee will not be affected in any way.

We can collect and disclose information about you

We can collect and use information about you that we think we need to help us manage this guarantee, any loans or other banking facilities we've given the borrower, or use any of the rights we have under this guarantee. We can also share this information with anyone we believe we need to for these purposes – including credit reporters, debt recovery agencies, or **to** anyone we assign or transfer any of our rights or obligations under this guarantee.

You can access or correct your personal information, just visit any ANZ branch. We may charge you a fee to access the information we have about you.

We can give you information electronically

If we have a legal duty to give you certain information in writing, you agree we can send you this information electronically. You agree we can use any email address you've given us, now or in the future, or choose to make the information available to you on ANZ Internet Banking instead.

When we've named more than one person as guarantor above, you agree that we can send information about this guarantee to one of those people only. If we do, all of those people are considered to have received that information.

You also agree that you're considered to have received any information, other than letters asking you to repay any money owing under this guarantee, from us on the day we gave it to you, posted it to you, sent it by email, or made it available on ANZ Internet Banking.

If we've sent you or given you a letter asking you to repay any money owing under this guarantee, then you agree that you're considered to have received that letter three working days after we sent it or on the day we gave it to you.

We'll both need to agree to any changes to this guarantee

Other than when we release a guarantor from their responsibilities in this guarantee, any changes to this guarantee will only take effect if both we and you have agreed to them in writing.

Guarantee

We refer to New Zealand law in this guarantee

New Zealand law, dates, and times apply to this guarantee. We also refer to New Zealand legislation in this guarantee. The references include any replacements or amendments to those laws.

Some general terms applying to this guarantee

If we confirm any fact or amount under this guarantee which is within our reasonable knowledge, you agree that our confirmation is conclusive evidence of that fact or amount, unless the information is materially incorrect.

If needed under any term in this guarantee, you must get our prior written agreement and we have the right to decide, acting reasonably, whether to give our consent or whether to impose any conditions on that consent.

We can enforce any terms in this guarantee against you that you haven't fulfilled. No terms in this guarantee will be met simply because you've complied with other terms in this guarantee. You also agree to comply with any term in this guarantee promptly – time is of the essence.

You agree any terms in this guarantee that are unlawful, or don't meet compulsory duties we have at law, are changed, as needed, to be lawful or to comply with the law, and we can continue to rely on all other terms in this guarantee.

We'll also decide which term applies if the terms of this guarantee are inconsistent with other agreements you have with us.

To the extent the law allows it, you agree none of the warranties or guarantees imposed on us by custom or law will apply to us. To the extent the law allows, the Consumer Guarantees Act 1993 doesn't apply if this guarantee is security for money owing solely in connection with a business. Otherwise, the Consumer Guarantees Act 1993 applies to this guarantee. You also agree to waive any immunity you have in any other country to stop us from enforcing any of our rights under this guarantee.

If you're a company, partnership, limited liability partnership, or trust you also agree to get our agreement before you change:

- Any of your governing documents, including your constitution or trust or partnership deed
- The control or ownership over you, including shareholding.

This guarantee is separate from, and in addition to, any other agreement or guarantee we have with you, another guarantor or the borrower.

<We've limited the liability of some of your trustees>

<We'll insert this clause if we've agreed to limit the liability of a trustee of a trust>

<We agree to restrict the responsibility or liability of the professional or independent trustees listed below.

We won't recover any money owing from those trustees from their personal assets, if the property of the trust at the time of enforcement isn't enough to repay any money owing to us. However, we can recover any money owing from those trustees from their personal assets, if we suffer a loss because that trustee acted deliberately or dishonestly in breach of their duties as a trustee.>

Name of trustee

Guarantee

<We've limited the liability of some executors>

<We'll insert this clause if we've agreed to limit the liability of an executor of an estate>

<We agree to restrict the responsibility or liability of the independent executor listed below.

We won't recover any money owing from the executor from their personal assets, if the property of the estate at the time of enforcement isn't enough to repay any money owing to us. However, we can recover any money owing from the executor from their personal assets, if we suffer a loss because that executor acted deliberately or dishonestly in breach of their duties as an executor.>

Name of executor

By signing below you agree to the terms set out in this guarantee

Before you sign, please read the important information under the section 'about this guarantee' on the first page and ask any questions you need to.

When you sign below, you agree that:

- You've received, read, and understood this guarantee.
- You have the power or capacity and you have done all things necessary, whether under your governing documents or law, to enter this guarantee and you will comply with the terms set out in it.
- Any information you've given us is true and complete.
- By giving us this guarantee, you aren't breaking the terms of any other agreement you have with someone else or any laws or Court orders that apply to you.
- No one is enforcing any security over your assets or has taken legal action or has a Court judgment against you – other than legal action we're satisfied is immaterial or not justified.
- You are not in default under any other agreement or security.
- You are signing this guarantee as a deed and you're delivering it to us when you send it to us, including by emailing us a copy, or give it to us.

Even if we discover one of the statements above is wrong, you agree you're still bound by and must comply with the terms of this guarantee. But you'll be responsible for any costs or losses we incur as a result.

Guarantee

Signed as a deed by

Name <of guarantor>

Signature <of guarantor>

Witnessed by:

Signature:

Print your full name, city you live in, and your occupation below:

Solicitor's confirmation – your solicitor needs to sign this section

I've given each guarantor legal advice about the nature and effect of this guarantee and the risks to them as guarantor. Each guarantor has confirmed to me that they have understood and agree to the terms of this guarantee.

Name of solicitor

Signature of solicitor

Name of firm

Date signed