

GUARANTEE FORM

Australia

Note: If at the time of entering into this agreement, you are under 18 years of age, please have a person over the age of 18 years of age complete and sign this Guarantee.

To Atira Student Living (The Provider)

PART A – DETAILS OF THE GUARANTOR(S)

Full Name of Resident

Name of Guarantor 1

Relationship to Resident

Address of Guarantor 1 (Any notices in relation to this Guarantee will be issued to this address)

Number & Street Name

City

State

Postcode

Country

Email

Contact Number

Name of Guarantor 2 (If Applicable)

Relationship to Resident

Address of Guarantor 2 (Any notices in relation to this Guarantee will be issued to this address)

Number & Street Name

City

State

Postcode

Country

Email

Contact Number

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PART B – OPERATIVE PROVISIONS

- (a) I/We, the Guarantor, acknowledge and agree, in consideration of the provider entering into this agreement with the resident at my/our request, I/we hereby unconditionally and irrevocably guarantee to the provider the punctual performance of all the resident's obligations contained in this agreement and the payment to the provider, as a debt due on demand, all amounts which are at any time due for payment and unpaid by the resident in accordance with the terms of this agreement (Guarantor's Obligations).
- (b) If any payment or other transaction relating to the resident's obligations under this agreement (or part thereof) is void, voidable or otherwise unenforceable:
1. the Guarantor's liability under this Guarantee is the same as if this agreement, the payment or transaction relating to this agreement was not void, voidable or otherwise unenforceable; and
 2. the Guarantor must immediately do everything required by the provider to restore to the provider the benefit of the Guarantor's liability under this Guarantee that would have existed but for this agreement (or part thereof) or the payment or transaction relating to this agreement being void, voidable or otherwise unenforceable.
- (c) Subject to enforcing any rental bond provided by the resident under this agreement first (other than in the case where the payment or transaction relating to this agreement (or part thereof) was void, voidable or otherwise unenforceable), the Guarantor's Obligations may be enforced against the Guarantor without the provider being required to first exercise any right against the resident.
- (d) The Guarantor must pay the provider, on written demand by the provider, all costs and expenses incurred by the provider, in respect of the provider's exercise or attempted exercise of any right under this Guarantee.
- (e) The Guarantor's Obligations are continuing obligations and are irrevocable and unconditional.
- (f) If the Guarantor consists of two or more persons, this Guarantee benefits and binds them separately and together.

SIGNED AS DEED POLL

Date

Signed by the Guarantor 1 in the Presence of

Guarantor's Name (please print)

Witness' Name (please print)

Guarantor's Signature

Guarantors' Signature

Witness' Signature

Signed by the Guarantor 2 in the Presence of

Guarantor's Name (please print)

Witness' Name (please print)

Guarantor's Signature

Guarantors' Signature

Witness' Signature

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