

GUARANTEE TO YARDLEY HOSPITALITY AGENCIES (ABN 32 924 715 689)
PO Box 1160, GLEBE NSW 2037 - Tel 1300 659 053 - Fax 1300 659 063 (“Business”)

The Guarantor (which term includes the Guarantor’s executors, administrators, successors and assigns) being the undersigned, confirms having asked Yardley Hospitality Agencies to provide credit to ABN (“Customer”).

1. The Guarantor warrants to the best of his/her/its knowledge that all the information in the attached Credit Account Application Form is completely accurate and not in any way misleading.
2. In consideration of Yardley Hospitality Agencies providing credit to the Customer as requested by the Guarantor, the Guarantor guarantees to Yardley Hospitality Agencies:
 - 2.1 the payment of any monies the Customer owes or may in the future owe to Yardley Hospitality Agencies; and
 - 2.2 that the Customer will comply with all obligations to Yardley Hospitality Agencies under any credit agreement, terms of trade or other trade agreement between Yardley Hospitality Agencies and the Customer from time to time.
3. If the Customer fails to pay Yardley Hospitality Agencies any monies the Customer owes to Yardley Hospitality Agencies at the appropriate time, the Guarantor will pay such monies to Yardley Hospitality Agencies immediately upon written request by Yardley Hospitality Agencies.
4. If the Customer does not comply fully, correctly and on time with its obligations to Yardley Hospitality Agencies, the Guarantor is obliged to do so as if the Guarantor was the Customer immediately upon written request by Yardley Hospitality Agencies.
5. This guarantee is a continuing guarantee.
6. The Guarantor acknowledges and agrees that liability on the part of the Guarantor is not discharged, limited or released nor are the claims and entitlements of Yardley Hospitality Agencies defeated, prejudiced or limited by the occurrence of any of the following events:
 - 6.1 the Customer, if a company, is wound up, enters official administration or becomes the subject of any other form of external administration;
 - 6.2 the Customer, if an individual, becomes a bankrupt, enters into a personal insolvency arrangement or otherwise becomes the subject of the provisions of the Bankruptcy Act;
 - 6.3 Yardley Hospitality Agencies releases any one or more Guarantors or limits or varies the liability and obligations of any one or more Guarantor pursuant to this Guarantee;
 - 6.4 Yardley Hospitality Agencies varies, extends, or grants other indulgences to the Customer in order to perform and discharge its obligations owed pursuant to the credit arrangements;
 - 6.5 Yardley Hospitality Agencies should delay or otherwise fail to take action against the Customer in order to enforce its obligations and liabilities owed pursuant to the credit terms;
 - 6.6 Yardley Hospitality Agencies extends or limits the terms of credit to the Customer with or without notice to the Guarantor;
 - 6.7 Yardley Hospitality Agencies takes security from the Customer in support of its obligations pursuant to the credit arrangements;
 - 6.8 Yardley Hospitality Agencies procures further Guarantors or Sureties in support of the obligations of the Customer pursuant to the credit terms;
 - 6.9 any variation, alteration or other amendment is made to the terms of credit allowed by Yardley Hospitality Agencies to the Customer, whether notified to the Guarantor or not;
 - 6.10 the imperfect or incomplete signing of this Guarantee by any one or more of the Guarantors;
 - 6.11 the death of the Customer, or if more than one, any one of them;
 - 6.12 the death of a Guarantor, or if there is more than one of them, any one or more of the Guarantors;
 - 6.13 any other forbearance, indulgence or other offer extended by Yardley Hospitality Agencies in favour of or to assist the Customer;”

7. The Guarantor undertakes a personal liability to pay or do what the Guarantor has guaranteed.
8. The Guarantor in addition to the covenants of guarantee herein contained, hereby expressly agrees to indemnify Yardley Hospitality Agencies against all losses, liabilities, costs, expenses, debt collection recovery fees (including legal costs) and all and whatsoever other damage that it incurs as a result of or incidental to a failure on the part of a Customer to discharge, perform, observe and comply with its obligations owed to Yardley Hospitality Agencies by reason of the terms of credit made available at the request of the Guarantor.
9. The Guarantor is aware that assets owned by the Guarantor may end up being taken to satisfy the Guarantor's liability under this guarantee.
10. If there is more than one Guarantor, their liability under this guarantee is joint and separate.
11. The Guarantor agrees and acknowledges its obligations pursuant to this Guarantee are those of a principal debtor in consequence of which Yardley Hospitality Agencies is entitled to recover against the Guarantor without first having taken steps to recover against the Customer or any other Guarantor.
12. A person who signs this Guarantee as Guarantor is bound by it even though someone else who is named as a Guarantor or who was intended to give a guarantee or other security in respect of the Credit Agreement:
 - 12.1 does not give such a guarantee or security;
 - 12.2 does not sign it properly;
 - 12.3 is not bound by it or a provision of it or has no power to sign it; or
 - 12.4 stops being liable under it or is discharged from liability under it.
13. The information in this Guarantee is provided for the purpose of the customer obtaining credit from Yardley Hospitality Agencies. If the Guarantor does not provide all or part of the information requested herein, the Customer's credit application may not be successful. The Guarantor acknowledges receipt of a copy of this Guarantee and is able to gain access to his/her information and correct the information (free of charge) within a reasonable period of time of contacting Yardley Hospitality Agencies during business hours. Yardley Hospitality Agencies usually discloses the Guarantor's information to other credit providers (INSTRUCTIONS). The Guarantor consents to the use of the information for marketing by Yardley Hospitality Agencies of its goods and services to the individual (INSTRUCTIONS).
14. The terms and agreements herein are governed by and are to be construed in accordance with the laws of the State of South Australia and the Courts of that State, including those exercising appellate jurisdiction and Federal laws applicable in the said State, are to have non exclusive jurisdiction to hear and determine all matters in dispute and appeals upon such determinations.
15. The Guarantor acknowledges the proprietor of Yardley Hospitality Agencies to be The Wallyard Family Trust which trades pursuant to the registered business name "Yardley Hospitality Agencies" and holds Australian Business Registration Number 32 924 715 689.

SIGNED as an agreement and dated 2017

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Guarantor's signature *Guarantor's full name* *Witness* *Date*

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Guarantor's address

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Guarantor's signature *Guarantor's full name* *Witness* *Date*

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Guarantor's address