

GUARANTEE TO YARDLEY HOSPITALITY AGENCIES ABN 85 382 357 332
PO Box 1160 GLEBE NSW 2037 Ph 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's liability under it is not affected, waived or discharged by:
 - 6.1 the insolvency of the Guarantor (or any of them if there is more than one) or of the Customer, or by Yardley Hospitality Agencies releasing any other person as guarantor or the Customer or giving the Guarantor or the Customer time to pay or to perform any obligation; or
 - 6.2 any inaction by Yardley Hospitality Agencies in exercising Yardley Hospitality Agencies' rights either against the Customer or the Guarantor.
7. The Guarantor undertakes a personal liability to pay or do what the Guarantor has guaranteed.
8. The Guarantor indemnifies Yardley Hospitality Agencies against any loss, cost, expense or damage incurred directly or indirectly by or any action against Yardley Hospitality Agencies in consequence of the Customer not performing its obligations to Yardley Hospitality Agencies.
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. 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**).

SIGNED as an agreement and dated

2007

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

.....
Guarantor's address

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

.....
Guarantor's address