

DIRECTORS GUARANTEE

TO: EQUINAT PTY LTD trading as NATIONAL EQUESTRIAN WHOLESALERS.

ABN 50635095966 REFERRED TO BELOW AS "N.E.W."

In consideration of a N.E.W. customer or customers ("the relevant N.E.W. customer") agreeing to supply and/or continuing to supply to (insert Account Name) _____ (hereinafter called "the Applicant") with goods and/or services from time to time, I/we the undersigned **HEREBY JOINTLY AND SEVERALLY** agree,

1. To be answerable to the relevant N.E.W. customer for the due payment by the applicant of all monies now or from time to time hereafter owing to the relevant N.E.W. customer on any account or any manner whatsoever by the Applicant either directly or indirectly and either alone or jointly with any other person firm and/or corporation, and including but without limiting the generality of the foregoing any interest accruing on any monies owing or unpaid and any legal costs and disbursements incurred by the relevant N.E.W. customer in enforcing payment by the Applicant of any such monies.
2. That this Guarantee shall constitute a continuing Guarantee to the relevant N.E.W. customer for all monies which are now or may from time to time be owing or remain unpaid.
3. That this Guarantee shall not be avoided, released or effected by the relevant N.E.W. customer making any variation or alteration in the terms of any agreement made with or to be made with the Applicant.
4. That the relevant N.E.W. customer may without effecting this Guarantee grant time or other indulgence to or compound or compromise with or release the Applicant or any co-guarantor of this Guarantee or any other person or corporation whatsoever or release, abandon, vary, relinquish or renew in whole or in part any security asset or right held by the relevant N.E.W. customer.
5. That any payment made to the relevant N.E.W. customer and later avoided by the application of any Statutory Provisions shall be deemed not to discharge the Guarantor's liability and, that in such event, the parties hereto are to be restored to the rights which each respectively would have had if the payment had not be made.
6. That this Guarantee shall be revocable at any time as to further transactions by one months notice in writing given to the relevant N.E.W. customer or the relevant N.E.W. customer's duly authorised agent by the guarantor or in the case of death by the Guarantor's personal representative.
7. That it is expressly declared that notwithstanding the fact that this Guarantee may be intended or expressed to be executed and given by more than one person the same shall in fact be a valid and effectual guarantee binding against such person or persons as shall execute the same forthwith upon their execution and shall continue to be binding as against such person or persons notwithstanding the fact that any proposed or contemplated party shall not in fact subsequently execute the same.
8. That this Guarantee and the construction and interpretation of it shall be governed by the laws of the State of Victoria in force for the time being and from time to time, and the parties to this Guarantee irrevocably submit generally and unconditionally to the jurisdiction of the Courts of Victoria in respect of all claims, proceedings and matters arising out of or in respect of this Guarantee.
9. To charge with payment of any indebtedness due herein to the relevant N.E.W. customer all beneficial interest (freehold and leasehold) in land and personal property held now or in the future by me/us. I/we agree that if demand is made by the relevant N.E.W. customer, upon receiving such a demand I/we will immediately execute a mortgage or other instrument of security, or consent to a caveat, as required, and against the event that I/we fail to do so within a reasonable time of being so requested, I/we hereby irrevocably and by way of security, appoint any credit manager or solicitor engaged by the relevant N.E.W. customer to be my/our true and lawful attorney to execute and register such instruments. Notwithstanding any other provision in this clause and in addition thereto the relevant N.E.W. customer may lodge a caveat noting the interest given by this charge on the title of any property of mine/ours whenever it so wishes.
10. That service of any notice, demands, proceedings, summonses, suits or actions (collectively called "process") upon any Guarantor herein may be effected by the relevant N.E.W. customer or its solicitors sending such process by prepaid post to the Guarantor's address as disclosed herein or to the last disclosed address of the Guarantor in any company search or business name search. Service shall be deemed to have been effected two business days after the posting of the process.

DATED this	day of	201
Signature of Guarantor	Signature of Guarantor	
Full Name	Full Name	
Address	Address	
Signature of Witness	Signature of Witness	
Address of Witness	Address of Witness	