

CREDIT APPLICATION FORM

CONTROLHIRE CREDIT APPLICATION FORM

CUSTOMER DETAILS

Legal name of entity		
Trading name		
Applicants status <input type="checkbox"/> Private company <input type="checkbox"/> Public company <input type="checkbox"/> Trust <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Other (provide details)		
Name of partnership/trust		
ACN (if your entity is a company)		ABN (include this whether you trade as a company, sole trader, partnership or trust)
Business address		
Postal address		
Contact name	Position	Phone
Email address	Fax	Mobile
Accounts contact person name		Accounts phone
Account mailing address		
Accounts email		
Bank	BSB	A/C No.

TRADE REFERENCES

1. Business name	
Contact person	Phone No.
Credit limit	Account no./reference
2. Business name	
Contact person	Phone No.
Credit limit	Account no./reference
3. Business name	
Contact person	Phone No.
Credit limit	Account no./reference

AGREEMENT TO TERMS AND PRIVACY CONSENT - CUSTOMERS AND GUARANTORS

I/we (the Customer and the signatories to this document including guarantors) warrant to Control Hire Pty Limited ABN 98 656 505 654 and its related bodies corporate (Company) that the information in this document is correct. I/we warrant that we have read the Company's Terms and Conditions of Trade (Terms) attached and also available at controlhire.com.au/terms-conditions. The Customer agrees to the Terms and agrees that they will be incorporated by reference. I/we acknowledge that credit may be withdrawn at any time. I/we agree that the Company may give information to third parties about the Customer, its guarantors, directors or proprietors for the following purposes:

- a. to obtain a consumer credit report about the Customer, its guarantors, directors or proprietors;
- b. to allow the credit reporting agency to create or maintain a credit information file containing information about the Customer, its guarantors, directors or proprietors; and
- c. to obtain commercial credit information about the Customer, its guarantors, directors or proprietors from a credit reporting agency.

I/we also agree that the Terms apply to any sale or services provided by any related body corporate of the Company.

SIGNATURE BY CUSTOMERS AUTHORISED DIRECTOR/PERSON/PROPRIETOR

1. Full name	Position
Signature	Date
2. Full name	Position
Signature	Date

DETAILS OF GUARANTORS (PLEASE ATTACH A COPY OF A CURRENT DRIVERS LICENCE FOR EACH GUARANTOR)

Full name	Home address	DOB	/	/
Full name	Home address	DOB	/	/
Full name	Home address	DOB	/	/

SIGNATURE OF GUARANTORS

1. Full name	Position
Signature	Date
2. Full name	Position
Signature	Date
3. Full name	Position
Signature	Date

GUARANTEE AND INDEMNITY

In this guarantee and indemnity the 'Company' includes any of its relevant related bodies corporate. In consideration of the Company providing or continuing to provide goods or services to the Customer each Guarantor of the Customer, details of whom are set out in item 2 of this document, agrees with the Company as follows:

The Guarantor guarantees payment by the Customer for all goods and services that have been supplied or may in future be supplied from time to time at the Customer's request and to be answerable and responsible for the payment by the Customer of those and all other moneys which are payable or may become payable by the Customer to the Company, actually or contingently, now or in the future (Secured Money).

- The Guarantor hereby separately indemnifies the Company against all losses and expenses (including legal costs on a solicitor/client basis) however arising, directly or indirectly, in respect of any default by the Customer under any contract with the Company and including failure to pay any Secured Money.
- Where the Guarantor consists of more than one person this guarantee is enforceable against all persons signing as guarantor jointly and severally.
- The Guarantor hereby charges with the payment of the Secured Money all of their interest in any real property (including all property acquired after the date of this document and wherever situate) in favour of the Company. The Guarantor agrees to grant a mortgage over any such real property to better secure the Secured Money. The Guarantor grants a security interest pursuant to the Personal Property Securities Act 2009 (Cth) in all the Guarantor's present and after acquired property as security for the Guarantor's obligations in respect of the Secured Money. The Guarantor hereby irrevocably appoints the Company and any person nominated by the Company as the attorney of the Guarantor with power to execute, sign, seal and deliver any documents to better secure the Secured Money and to perfect any security, including to execute any registrable real property mortgage.
- If the security created by clause 4 is or becomes void or unenforceable it may be severed from this document without any effect on the validity of the remainder of this document.
- A certificate signed by a representative of the Company shall be prima facie evidence and proof of moneys owing by the Customer to the Company at that point in time.
- The Guarantor acknowledges that the Guarantor has made his or her own enquiries of the Customer regarding the Customer's past and prospective dealings with the Company. The Guarantor further acknowledges that the Company is under no obligation to notify them of any changes to its trading terms or dealings with the Customer.
- This guarantee and indemnity is given for valuable consideration and is a continuing guarantee and indemnity to the Company for the whole of the Secured Money. The obligations of the Guarantor are absolute and unconditional and shall not be affected by anything that might otherwise affect them including but not limited to:
 - any variation or the Customer's or any other guarantor's obligations (whether or not to make them more onerous) or any invalidity of them and any release, discharge or other indulgence to the Customer or a guarantor;
 - insolvency or any composition or arrangement in respect of the Customer or any other guarantor; or
 - any failure by the Company to take, perfect or enforce any guarantee or security from or by the Customer or any guarantor.
- The Guarantor agrees that this Deed shall be construed in accordance with the laws of the State of New South Wales and submits to the non-exclusive jurisdiction of Courts of that State.