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26/89 Priestdale Road, Eight Mile Plains



# CREDIT APPLICATION

## Entity Details

Entity Type:

☐ Company ☐ Partnership ☐ Trust

Date:

Legal Entity Name:

Trading Name:

Company Start Date:

Contact Number:

ABN:

ACN:

Registered Address:

Postal Address:

Email:

## Account Details

Estimated Monthly Credit Requirement \$

Accounts Contact:

Position

Business Address:

Accounts Email:

Contact Number:

**Payment Terms:** ☐ 14 Days from Invoice ☐ 30 Days from Invoice **Purchased Orders:** ☐ Yes ☐ No

## Trade References (must supply three)

1. Company:

Contact Person:

Phone:

Email:

2. Company:

Contact Person:

Phone:

Email:

3. Company:

Contact Person:

Phone:

Email:

CREDIT APPLICATION

## TERMS AND CONDITIONS

### 1. Application of Terms

1.1 These Terms and Conditions apply to all hire of plant, machinery, tools, vehicles, and equipment ("Equipment") and to the provision of credit facilities by AB Plant and Equipment Hire Pty Ltd ("the Company").

1.2 By submitting a Credit Application, the Customer agrees to be bound by these Terms & Conditions.

### 2. Credit Terms

2.1 Credit may be granted at the sole discretion of the Company.

2.2 Unless otherwise agreed, payment terms are strictly 30 days from date of invoice.

2.3 The Company may reduce, suspend, or withdraw credit at any time without notice.

2.4 The Customer agrees to pay interest on all overdue amounts at 2% per month, calculated daily.

2.5 All recovery costs, including legal fees, debt collection fees, and administrative charges, will be payable by the Customer.

### 3. Hire of Equipment

3.1 Equipment is hired on a daily, weekly, or monthly basis as specified in the hire agreement.

3.2 Hire charges commence from the time the Equipment leaves the Company's premises and continue until it is returned.

3.3 The Customer must inspect Equipment upon delivery or pickup. Use of the Equipment constitutes acceptance as being in good working order.

3.4 All Equipment that is hired must be returned with full fuel tanks and cleaned. Otherwise refuelling and cleaning fees will apply.

### 4. Customer Responsibilities

4.1 The Customer is responsible for:

- Proper use, maintenance, and cleaning of the Equipment
- Ensuring operators are appropriately trained, licensed, and competent
- Protecting Equipment from theft, vandalism, damage, or misuse
- Returning the Equipment in the same condition as received (fair wear and tear excepted)

4.2 The Customer must not:

- Tamper with, repair, or alter Equipment without written approval
- Relocate Equipment without notifying the Company
- Allow any third party to use or sub-hire the Equipment

### 5. Damage, Loss & Theft

5.1 The Customer is liable for:

- Any loss, theft, or destruction of Equipment
- Any damage beyond fair wear and tear
- Costs of repair, replacement, parts, and labour
- Loss of hire income during downtime

5.2 The Customer must notify the Company immediately of any incident involving the Equipment.

### 6. Indemnity & Liability

6.1 The Customer indemnifies the Company against all claims, damages, losses, or expenses arising from:

- Improper use of Equipment
- Breach of these Terms
- Damage to property
- Personal injury or death resulting from Equipment use

6.2 To the maximum extent permitted by law, the Company is not liable for:

- Any indirect, special, or consequential loss
- Downtime, loss of profits, or delays
- Faults caused by misuse or operator error

### 7. Insurance

7.1 The Customer must maintain adequate insurance for:

- Public liability
- Damage to Equipment
- Theft or loss

7.2 Proof of insurance may be requested at any time.

## TERMS AND CONDITIONS (continued)

### 8. PPSA (Personal Property Securities Act)

8.1 The Customer acknowledges that:

- The hire may create a PPS lease
- The Company may register a security interest over Equipment and related proceeds

8.2 The Customer must assist with any documentation required for PPSA registration.

### 9. Default

9.1 The Customer is in default if it:

- Fails to pay any amount by the due date
- Becomes insolvent or enters administration
- Breaches any term of this agreement

9.2 In the event of default, the Company may:

- Take possession of Equipment without notice
- Suspend or cancel the Customer's credit account
- Charge all costs incurred in recovering Equipment or outstanding amounts
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### 10. Termination

10.1 The Company may terminate any hire agreement at any time and repossess Equipment if:

- The Customer breaches these Terms
- The Company believes the Equipment is at risk

10.2 Upon termination, all outstanding hire charges become immediately due.

### 11. Privacy & Credit Checks

11.1 The Customer consents to the Company performing credit checks with credit reporting agencies.

11.2 The Company may collect, use, and disclose personal information for the purpose of assessing credit and managing the account.

### 12. Governing Law

12.1 These Terms and Conditions are governed by the laws of the relevant Australian state or territory where the hire occurs.

### 13. Acceptance

By signing the Credit Application or hiring Equipment, the Customer acknowledges and agrees to these Terms & Conditions.

## Directors/Owners Details (Note: All proprietors are to sign for Sole Traders & Partnerships)

1. Director /Owner Full Name:

Address:

Contact Number: Email:

Signature: Date:

2. Director /Owner Full Name:

Address:

Contact Number: Email:

Signature: Date:

## DIRECTORS/OWNERS GUARANTEE

In consideration of AB Plant and Equipment Hire providing credit to the Applicant, I/We hereby unconditionally guarantee the due and punctual payment of moneys now and hereafter to be owing by the Applicant to AB Plant and Equipment Hire for all goods and services from time to time supplied to the Applicant and charge my/our real and personal property as security for payment of moneys that I/we may be liable to pay to AB Plant and Equipment Hire under this Guarantee.

I/We further confirm that my/our liability under this Guarantee is not limited to any amount and extends to any and all changes of terms of trading between AB Plant and Equipment Hire and the Applicant. This Guarantee may be enforced against me/us without AB Plant and Equipment Hire first being required to exhaust any remedy it may have against the Applicant or to enforce any security it may hold with respect to the secured moneys. I/We agree that if AB Plant and Equipment Hire approves the Applicant's application for credit this agreement remains in force until the credit facility covered by the Applicant's application ceases.

I/we have been advised to obtain legal and/or accounting advice about this Guarantee and to seek advice concerning the affairs of the Applicant and I/we have had the opportunity to do so. Where there is more than one guarantor, their obligations are joint and several, AB Plant and Equipment Hire may enforce this Guarantee against all or any of them and this Guarantee remains binding on the other guarantors even if any guarantor fails to sign this guarantee and/or this guarantee is not binding on any one or more of them.

## GUARANTORS

1. Full Name:

Address:

Contact Number:

Email:

Signature:

Date:

2. Full Name:

Address:

Contact Number:

Email:

Signature:

Date: