



APPLICATION FOR COMMERCIAL CREDIT FORM

STRICTLY PRIVATE AND CONFIDENTIAL

I/WE HEREBY APPLY FOR CREDIT ACCOMMODATION WITH FAIRMAN'S HIRE PTY LTD (ABN 71 643 976 096) AND SUBMIT THE FOLLOWING
CONFIDENTIAL INFORMATION

FOR THE PURPOSE AND AGREE TO ACCEPT ALL TERMS AND CONDITIONS.

PLEASE COMPLETE THIS FORM IN **FULL** AND RETURN:

EMAIL TO hire@fairmanshire.com.au

APPLICANT'S DETAILS					
Date of this Application:	(dd/mm/yyyy)				
Registered Company Name:					
Trading Name:					
ABN:		ACN:			
Date Business Commenced:	(dd/mm/yyyy)				
Type of Business:					
Legal Structure:	<input type="checkbox"/> Sole Trader <input type="checkbox"/> Partnership <input type="checkbox"/> Pty Ltd Company <input type="checkbox"/> Public Company				
If Company of Sole Trader is a Trustee Company, please provide name of Trust:					
Trust / Sole Trader ABN:					
Builders Licence Number:					
Business Address:					
	Suburb:		State:		Post Code:
Ownership of Business Property (select one):	<input type="checkbox"/> Rented <input type="checkbox"/> Owned		Year Purchased:		
Do you own any property other than the Business premises stated above?	<input type="checkbox"/> Yes <input type="checkbox"/> No				
Telephone Numbers (including area code):	Business:		Mobile:		
	Facsimile:		After Hours:		
Postal Address (for mailing of accounts):					
	Suburb:		State:		Post Code:
Credit Limit Applying for:	\$				
Name of Primary Contact (non-accounts):			Phone:		
	Email:				
Name of Contact Person for Accounts Payments:			Phone:		
	Email:				
Do you wish to make payments by Electronic Funds Transfer (select one)?	<input type="checkbox"/> Yes <input type="checkbox"/> No				



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DIRECTORS / PARTNERS			
	Full Name	DOB	Drivers Licence No.
1			
2			
3			
4			

Has any applicant mentioned above ever been bankrupt, insolvent or made any arrangement with or assignment for the benefit of his / her creditor. *If you have answered yes to the above, please supply information on a separate sheet.* Yes No

I / we undertake to advise Fairman's Hire Pty Ltd in writing of any changes to the ownership or trading style of the business for which this application has been completed.

Bank	BSB	Account Number

TRADE REFERENCES (Minimum of 3 to be provided)			
COMPANY NAME	CONTACT NAME	CONTACT NO	EMAIL OR FAX
1. _____			
OFFICE USE ONLY			
A) Period Applicant has been a debtor		B) Credit Limit with Referee \$	
C) Referee's Credit Terms		D) Applicant pays within Credit Terms	YES / NO
E) Comments _____			
2. _____			
OFFICE USE ONLY			
A) Period Applicant has been a debtor		B) Credit Limit with Referee \$	
C) Referee's Credit Terms		D) Applicant pays within Credit Terms	YES / NO
E) Comments _____			
3. _____			
OFFICE USE ONLY			
A) Period Applicant has been a debtor		B) Credit Limit with Referee \$	
C) Referee's Credit Terms		D) Applicant pays within Credit Terms	YES / NO
E) Comments _____			

OFFICE USE ONLY			
1. <input type="checkbox"/> Applicant ABN Checked	2. <input type="checkbox"/> Application Approved	3. <input type="checkbox"/> Client Advised	4. <input type="checkbox"/> Entered in EPos
5. <input type="checkbox"/> Entered in MYOB	6. MYOB Client ID: _____	7. Credit Limit \$\$: _____	
BY (Name): _____		Date: _____	



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ACKNOWLEDGEMENT OF TERMS AND CONDITIONS FOR THE HIRE OF EQUIPMENT

The Applicant acknowledges as follows:

The Applicant acknowledges they have been provided with a copy of the Fairman's Hire Pty Ltd Terms and Conditions of Hire of Plant and Equipment and agrees to these terms and conditions of hire.

The applicant acknowledges and agrees that these Terms and Conditions of Hire may be altered without notice.

Closing of Account: Credit accounts may be closed without notice if not used for a period of 12 months.

Duty of Disclosure: The applicant declares that the information given in this application is true and correct.

Use of Information: The applicant agrees that information about transactions under these Terms and Conditions of Hire may be used by Fairman's Hire Pty Ltd for marketing purposes.

Signed for and on behalf of the Applicant:

Name:		Position:	
Signature*:			
Name:		Position:	
Signature*:			

*Electronic signatures are not permitted. Please print this form and sign.

ACKNOWLEDGEMENT

I/we acknowledge that by signing this Agreement as the Applicant I/we agree to have an account opened in the name of the Applicant with the SUPPLIER on the Terms and Conditions contained in this Agreement. I/we declare that the information provided in this Agreement is true and correct and that the SUPPLIER relies on this information in determining whether to grant a Credit Application. I/we also acknowledge that I/we have read and understood all the Terms and Conditions as set out in this Agreement.

I/we supply the information contained in this form for the sole purpose of obtaining a commercial credit account with Fairman's Hire Pty Ltd. The applicant authorises Fairman's Hire Pty Ltd to make enquiries as to my/our credit worthiness in support of this application and subsequently in support of future trading. If the account is granted, I/we undertake to pay all amounts invoiced to me/us within 14 days of the date of the invoice/statement. If any amount is not paid within the agreed period, then all amounts invoiced to me/us by Fairman's Hire Pty Ltd shall become due and payable immediately. Any expenses, costs or disbursements incurred by Fairman's Hire Pty Ltd in recovering any outstanding monies including debt collection fees and solicitors costs shall be paid by me/us, providing that those fees do not exceed the scale charges as charged by that debt collection agency/solicitor plus any out of pocket expenses.

Signed for and on behalf of the Applicant:		Date:	____/____/20____
Print Name:		Position:	

GUARANTEE

I/we acknowledge that by signing this Agreement as the Guarantor, if the Applicant is a company, as Director/s of the Applicant I/we do hereby jointly and severally guarantee payment of the Applicant's account and all monies now and hereafter owed by the Applicant to the SUPPLIER, to fully indemnify the SUPPLIER against all loss and/or damages suffered by the SUPPLIER as a result of any monies due by the Applicant to the SUPPLIER not being recovered and agree to be bound by the terms and conditions of this Agreement. I/we acknowledge that this Guarantee is a continuing and irrevocable Guarantee until the SUPPLIER has been paid all monies owing to it by the Applicant and the SUPPLIER may act as if I/we are the principal debtor. I/we also acknowledge that I/we have read and understood all the Terms and Conditions as set out in this Agreement.

Guarantor/s Name:					
Home Address:					
	Suburb:		State:		Post Code:
Signed* by Guarantor:				Date:	____ / ____ /20____
Signed* by Witness:				Date:	____ / ____ /20____

Guarantor/s Name:					
Home Address:					
	Suburb:		State:		Post Code:
Signed* by Guarantor:				Date:	____ / ____ /20____
Signed* by Witness:				Date:	____ / ____ /20____

*Electronic signatures are not permitted. Please print this form and sign.

If more than two (2) Guarantors, tick box – photocopy this page and attach to application.

CREDIT TERMS AND CONDITIONS

PLEASE READ THE FOLLOWING CAREFULLY

1. INTERPRETATION AND DEFINITIONS

1.1 In these terms and conditions:

Account means the credit facility provided by the SUPPLIER to the Applicant.

Agreement means this application for a credit accommodation with the SUPPLIER including these terms and conditions and any associated documents including dockets or invoices issued pursuant to this Agreement.

Applicant means the applicant described on the face of this Agreement, being any natural person(s), partnership or company, and includes their successors, permitted assigns, any Trustee, Holding or other subsidiary or any person acting with the authority of the Applicant.

Claim against any person means any claim, dispute, action, proceeding, loss, damage, cost, expense or liability whatsoever incurred or suffered, or brought or made or recovered against, that person, no matter how arising (whether or not presently ascertained, immediate, future or contingent).

Default means any one of the following events:

- (a) Breach of the Terms of this credit application;
- (b) Upon change in the direct or indirect ownership or control of the Applicant; or
- (c) If the Applicant ceases to operate either because, without limitation, the Applicant has become insolvent, been declared bankrupt, is placed into receivership or if a Receiver and Manager is appointed, attempts to assign its rights under these Terms or any other act of insolvency.

Goods means all goods or services from time to time ordered from Fairman's Hire Pty Ltd.

Guarantee means the Guarantee contained in this Agreement headed "Directors/Partners Guarantee".

Guarantor(s) means the person(s) as signed in the relevant section of this Agreement who agrees to be liable for the debts of the Hirer on a principal debtor basis.

Notice means any document in writing from the SUPPLIER addressed to the Applicant clearly marked with the word "notice" and sent by post to the Applicant's registered office or usual place of business.

PPSA means the *Personal Property Securities Act 2009* (Cth) as amended from time to time

SUPPLIER means Fairman's Hire Pty Ltd (ACN 643 976 096) and its successors and assigns or any person acting on behalf of and with the authority of Fairman's Hire Pty Ltd.

- 1.2 This Agreement shall prevail over any terms and conditions of the Applicant in relation to the purchase of Goods or any subsequent agreement arising from a variation to this Agreement.
- 1.3 Where two (2) or more persons and / or bodies corporate comprise the Applicant, the obligations on the part of the Applicant in these Terms shall bind them jointly and severally.
- 1.4 Where the Applicant acts in the capacity of Trustee of any Trust, the obligations on the part of the Applicant in this Agreement bind the Applicant in its own right as well as in its capacity as Trustee.
- 1.5 Words in the singular shall be construed so as to include the plural and words in the masculine gender shall be construed to include every other gender.
- 1.6 This Agreement is governed by the laws of Western Australia. Each party to this Agreement submits to the non-exclusive jurisdiction of the courts of Western Australia and any courts that may hear appeals from those courts in respect of any proceedings in connection with this Agreement.

2. PRIVACY ACT 1988 (CTH)

The Applicant(s) and or Guarantor(s):

- 2.1 Hereby acknowledge that they have been informed by the SUPPLIER that personal information about them may be disclosed to or acquired by the SUPPLIER from a credit reporting agency.
- 2.2 Hereby agree that the SUPPLIER may contact any trade references or other credit references named in this Agreement at any time whether now or in the future for the purpose of assessing credit worthiness.
- 2.3 Hereby agree to the SUPPLIER receiving from any other Supplier or providing to any other Supplier any credit information whether by way of report record or otherwise relating to credit worthiness for the purpose of exchange of information, assessing worthiness and notification of default at any time whether now or in the future.
- 2.4 Hereby agree to the SUPPLIER obtaining from a credit reporting agency a credit report on the applicant for the purposes of assessing this credit application and the applicant further consents to the SUPPLIER obtaining such reports from time to time for the purpose of assessing credit worthiness during the continuance of credit provision.
- 2.5 Hereby agree to the SUPPLIER obtaining from a business which provides credit information a report or information in relation to my/our commercial credit worthiness or commercial dealings and using such information for the purposes of assessing this application for credit.
- 2.6 Hereby agree that in the event of default of payment of my/our debts that the SUPPLIER may disclose all information relating to my/our account to its collection agency or solicitor for the purpose of recovering any or all amounts outstanding.

3. ACCEPTANCE AND COMMENCEMENT OF CREDIT ACCOUNT

- 3.1 The Applicant agrees that it is not entitled to use the credit services of the SUPPLIER until it receives Notice from the SUPPLIER stating that the services have been granted. Until the Applicant receives Notice, any Goods that are supplied by the SUPPLIER to the Applicant must be paid on a cash basis.
- 3.2 In the event the Notice referred to in clause 3.1 above is given in circumstances where the Agreement has not been signed by the Applicant, the Applicant shall be deemed to have accepted the terms and conditions of this Agreement if it continues to use the credit services provided by the SUPPLIER.
- 3.3 Any costs or expenses incurred by the SUPPLIER in respect of the Agreement, Guarantees, securities or other documentation required by the SUPPLIER as a consequence of this Agreement, including but not limited to opening and maintaining any account in the name of the Applicant together with any costs associated to an event of Default, including, but not limited to collection and legal costs, dishonoured cheques and costs to secure interest against the Applicant, shall be payable by the Applicant.
- 3.4 The Applicant undertakes to advise the SUPPLIER in writing of any changes to its application details, now and at any future date, as those changes occur, including but not limited to any variation to the information provided in this Agreement and variation to the Applicant's structure or business practices.
- 3.5 Unless notification of such variation or change is given and accepted in writing by the SUPPLIER the original Applicant and Guarantors as contained in this Agreement shall remain liable to the SUPPLIER as though the changes had not occurred.

4. SUPPLY OF GOODS AND SERVICES

- 4.1 All Goods and services are as quoted on docket note as "description of equipment" except where specifically included.
- 4.2 All labour is carried out by competent and where appropriate qualified persons.

5. PAYMENT TERMS

- 5.1 The Applicant must pay to the SUPPLIER in full, without deduction or set-off, all amounts outstanding on invoices within 14 days from the date of the invoice.
- 5.2 Invoices are deemed to be paid once the Applicant's cheque, bank cheque, direct debit has been paid by the SUPPLIER's bank or the cheque has been honoured, unless the invoice has been paid in cash.
- 5.3 The SUPPLIER has the right to exercise the option to charge interest on all outstanding amounts or part thereof on invoices over 14 days, at a rate of 5% per annum, calculated from the due date to the last month of actual payment of the outstanding amount. An Administration Fee of \$30.00 per month will also be applied to each outstanding invoice.
- 5.4 A Claim does not constitute grounds for non-payment of any invoice other than the amount in dispute.

6. FAILURE TO PAY

- 6.1 Any amounts not paid within the period of time set out in clause 5 above will become immediately due and payable.
- 6.2 The SUPPLIER will undertake reasonable methods to recover payment in full should the account remain unpaid. Costs pertaining to such action will be accumulated to the debt owing.
- 6.3 The Applicant must pay the SUPPLIER all costs and expenses incurred by the SUPPLIER in connection with the recovery of any outstanding amount due and payable by the Applicant, including but not restricted to Solicitors costs, Court costs, Collection Agents and Interest at the rate stipulated by the Court for such action.
- 6.4 A certificate signed by an officer or employee of the SUPPLIER stating the amount then owing by the Applicant will be conclusive evidence of that amount.

7. IN THE EVENT OF DEFAULT

- 7.1 If there is an event of Default by the Applicant, then the SUPPLIER, without prejudice to any rights it may otherwise have, may do any of the following:
 - (a) treat its obligations arising from this Agreement as having been discharged;
 - (b) retain any security given or monies paid by the Applicant or available through the enforcement of any Guarantee, security or bond and apply this in reduction of any sum which may be lawfully recovered by the SUPPLIER;
 - (c) recover possession of any Goods at any site owned, possessed or otherwise in the control of the Applicant and the Applicant agrees that the SUPPLIER (or any agent or representative of the SUPPLIER) has the right to enter any site of the Applicant to recover those Goods;
 - (d) take such steps as it may deem necessary to mitigate any damages suffered including the hire sale or disposal of the Goods supplied, or to be supplied, under this Agreement.

8. TITLE AND RISK OF GOODS

- 8.1 The legal or equitable interest and title in any Goods supplied by the SUPPLIER to the Applicant shall not pass until all monies owing to the SUPPLIER by the Applicant have been paid in full.
- 8.2 Risk in the Goods shall pass to the Applicant from the time the Goods are loaded by the SUPPLIER to a Courier or carrier consigned by the Applicant, or if delivered by the SUPPLIER, on delivery. The Applicant is responsible for insurance of the Goods for their full insurable value or replacement value (whichever is higher) with an insurer licensed to carry on the business of the insurance.
- 8.3 The Applicant is a bailee of the Goods until such time as the title to the property of the Goods passes to the Applicant. Whilst the Applicant remains a bailee of the Goods the Applicant must not do any of the following:
 - (a) Supply any of the Goods to any person outside of its ordinary or usual course of business;
 - (b) Provide, or allow any person to acquire or have any security interest in the Goods;
 - (c) Remove, deface or obliterate any identifying plate, mark or identification number from any of the Goods.
- 8.4 If in breach of clauses 8.1 to 8.3 above the Applicant supplies or sells any of the Goods to any person or provides or allows a person to acquire or have any security in the Goods before all monies payable by the Applicant to the SUPPLIER have been made then the Applicant holds the proceeds of the re-supply of the Goods on trust for, and as agent of the SUPPLIER immediately from the time they are receivable or are received. The Applicant also agrees that the SUPPLIER has an equitable interest in the proceeds from re-supply of the Goods.
- 8.5 The SUPPLIER shall not be liable for any loss incurred to it for breach of clauses 8.1 to 8.3 above and, without prejudice to any rights or remedies it may otherwise have, may recover this loss from the Applicant including, in the event of re-supply, any equitable remedy to which it is entitled.

9. SECURITY AND CHARGE

- 9.1 The SUPPLIER has a general lien on the Goods, or any other goods of the Applicant that the SUPPLIER has in its possession, for any monies due, or which become due under this Agreement, whether for the repair, storage or transportation of the Goods or services the SUPPLIER may provide.
- 9.2 The SUPPLIER may deduct or set-off any monies due to the Applicant by the SUPPLIER under any contract or other Agreement against any outstanding monies owed to the to the SUPPLIER pursuant to this Agreement.
- 9.3 For the purpose of securing the liabilities and obligations of this Agreement the Applicant and Guarantor(s) (if any) agree to hereby charge with due and punctual payment and complete performance of their liabilities and obligations of this Agreement all their real property both current and which may come into their possession after the commencement of this Agreement and each consents to the SUPPLIER lodging a caveat or caveat noting its interest which shall remain in full force and effect and shall not be discharged until the expiry of not less than 7 months from the date of receipt of the last payment by the SUPPLIER from the Applicant in satisfaction of monies due by the Applicant unless agreed otherwise.

10. PERSONAL PROPERTY SECURITIES ACT 2009

- 10.1 This Agreement constitutes a perfected Security Agreement and a security interest, both as defined under the PPSA, in all Goods that have previously been supplied and that will be supplied in the future by the SUPPLIER to the Applicant including any proceeds arising from any dealings with the Goods.
- 10.2 The Applicant agrees that the SUPPLIER may register its security interest in the Goods and proceeds thereof with the Personal Property Security Register as established under the Act and maintain a registration in any manner which the SUPPLIER sees fit. A financing statement or

- financing change statement, both terms as defined under the PPSA, in relation to a security interest may be registered on the Personal Property Security Register at any time.
- 10.3 Any amounts received in connection with this Agreement to satisfy obligations secured by security interest as created by this Agreement may be applied at the SUPPLIER's discretion.
 - 10.4 The Applicant undertakes to promptly sign any further documents and to provide any further information (to be complete, accurate and up-to-date) to the SUPPLIER to enable the SUPPLIER to, if necessary:
 - (a) register and maintain a financing statement, financing change statement or any other document in relation to a security interest on the Personal Property Securities Register or which is required to be registered under the PPSA; and
 - (b) Correct any defect in a statement or document referred to in this clause.
 - 10.5 The Applicant agrees to indemnify, and upon demand, reimburse the SUPPLIER for all expenses incurred in registering a financing statement, financing change statement or any other document in relation to a security interest on the Personal Property Securities Register established by the PPSA or releasing any Goods charged thereby.
 - 10.6 The Applicant agrees that it will not:
 - (a) register a financing statement, financing change statement or any other document in relation to a security interest without the prior written consent of the SUPPLIER; and
 - (b) register, or permit to be registered, a financing statement, financing change statement or any other document in relation to a security interest in relation to the Goods in favour of a third party without the prior written consent of the SUPPLIER.
 - 10.7 For the purpose of section 20(2) of the PPSA, collateral is the Goods as defined in this Agreement.
 - 10.8 Pursuant to section 115 of the PPSA, the SUPPLIER and Applicant agree that sections 96 and 125 of the PPSA do not apply to the security agreement created by this Agreement.
 - 10.9 The Applicant agrees to waive their right:
 - (a) to receive notices under sections 95, 118, 121(4), 130, 132(3)(d), 132(4) and 135 of the PPSA;
 - (b) as a grantor and/or debtor under sections 142 and 143 of the PPSA; and
 - (c) to receive a Notice of Verification Statement under section 157 of the PPSA.
 - 10.10 Subject to any express provisions to the contrary, nothing in this Agreement is intended to have the effect of contracting out of any of the provisions of the PPSA.
 - 10.11 Unless otherwise agreed to, and to the extent permitted by the PPSA, the SUPPLIER and Applicant agree not to disclose information of the kind referred to in section 275(1) of the PPSA to an interested person, or any other person. The Applicant waives any right it may have had under section 275(7)(c) of the PPSA to authorize disclosure of the above information.

11. VARIATION OF AGREEMENT AND WAIVER

- 11.1 Variation of any of the terms of this Agreement can only be made by arrangement with an authorised officer of the SUPPLIER and must be in writing.
- 11.2 The SUPPLIER may, at any time after the date of commencement of the credit services, vary the conditions of this Agreement. If the SUPPLIER chooses to vary the Agreement the SUPPLIER must provide the Applicant with a Notice in writing detailing the variations.
- 11.3 The SUPPLIER may at any time, at its absolute discretion, withdraw the credit services with or without Notice to the Applicant. The SUPPLIER may also, from time to time, increase or decrease the limit (if any) of the credit service provided, with or without Notice to the Applicant. The SUPPLIER shall not be liable for damages to the Applicant for the non-supply of goods or services,

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as set out in clause 4 of this agreement, as a result of carrying out any action described in this clause.

- 11.4 The SUPPLIER shall not be deemed to have waived any of the terms and conditions of this Agreement or to have agreed to any variations unless it has done so expressly in writing and is signed by the SUPPLIER.
- 11.5 Failure by the SUPPLIER to insist upon strict performance of any of the terms and conditions of this Agreement shall not be deemed to be a waiver of any rights the SUPPLIER may have including in relation to any breach of the Terms.



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By signing below you agree that you have read and understood the terms and conditions of this Agreement and where those terms and conditions have not been understood you acknowledge that the SUPPLIER recommends you seek legal advice regarding your rights and obligations under this Agreement before signing this Agreement:

Signed for and on behalf of the Applicant:		Date:	____/____/20____
Print Name:		Position:	

Signed for and on behalf of the Applicant:		Date:	____/____/20____
Print Name:		Position:	

THIS CREDIT APPLICATION CANNOT BE CONSIDERED UNLESS THIS SECTION IS SIGNED