



WA ACCESS HIRE

SALES • SERVICE

Phone: (08) 9493 1177



Fax: (08) 9493 1188

1/35 Austin Avenue
Maddington
WA 6109

ABN: 25 334 664 467

30 DAY CREDIT APPLICATION

DETAILS

Company <input type="checkbox"/>	Partnership <input type="checkbox"/>	Sole Trader <input type="checkbox"/>	Trading Trust <input type="checkbox"/>
Trading Name:			
Registered Name:			
ABN Number:			
Address:			
	State:		Post Code:
Postal Address			
	State:		Post Code:
Phone:		Fax:	
Type of business:			
Requested Credit Limit:			
In Business Since:		No. of Employees:	
Accounts Payable Contact:			
Phone:		Email:	

TRADE REFERENCES

Company Name:			
Address:			
	State:		Post Code:
Contact:			
Phone:		Fax:	
Company Name:			
Address:			
	State:		Post Code:
Contact:			
Phone:		Fax:	
Company Name:			
Address:			
	State:		Post Code:
Contact:			
Phone:		Fax:	

Terms and Conditions of Hire

1. Title of Equipment

1.1. The hirer acknowledges that in all circumstances Northern Access Hire and WA Access Hire retain the title to the equipment (even if the Hirer goes into liquidation or becomes bankrupt during the hire period) and under no circumstances will it be deemed to be a fixture. The rights of the Hirer to use the equipment are as a bailee only.

1.2. The Hirer will not be entitled to offer, sell, assign, sub-let, mortgage, pledge or otherwise deal with the equipment in anyway which is inconsistent with the rights of Northern Access Hire and WA Access Hire as owner.

2. Hire Period

2.1. Subject to clause 2.3, the period of hire commences when the Hirer takes possession of the equipment or when either Northern Access Hire or WA Access Hire delivers the equipment in accordance with the Hirer's instructions and the period of hire ends when the equipment is returned and in Owner Companies possession, or for account holders hire period ends when a call is placed to the Owner Company to arrange collection. The hire period also includes weekends and public holidays and is irrespective of the time the Equipment is being used.

2.2. The Hirer will be entitled to use the Equipment for the 'Hire Period' on the express understanding that it will be charged for such use in accordance with the Hire Agreement. Any variation to this will need to be given in writing and approved by Northern Access Hire or WA Access Hire.

2.3. In the event of insufficient notice being given, the Hirer will be charged a minimum of an extra days hire at Northern Access Hire's or WA Access Hire's absolute discretion. The hire period on the Hire Agreement or Copy of Purchase Order will not be deemed notice that the equipment is available for collection.

2.4. The Hire Agreement will specify the type of rate that will apply. Equipment hired for a minimum of 5 days in a seven day period, will be charged at a weekly rate.

2.5. Northern Access Hire and WA Access Hire reserve the right to charge a minimum period of the hire for certain types of equipment.

2.6. The Hire Period will not be subject to stand down time or adjustments for any reason unless agreed to in writing by both parties.

3. Hire and Other Charges

3.1. Hire: The Hirer will pay the hire charges set out in the Hire Agreement. The Hirer is not entitled to any discount or rebate if the equipment is not used for any part of the Hire Period.

3.2. Other Services: If personnel are available and if requested by the Hirer, instructions on how to operate the equipment can be given on site. The Hirer however may be charged additional fees for such services including travel time and accommodation costs incurred by Northern Access Hire or WA Access Hire.

3.3. Consumables and Trade Materials: The Hirer will be liable for charges made for consumables and trade materials used at the scheduled rate, including refueling of the equipment.

3.4. Transportation: If the Hirer requires delivery, collection or installation of the equipment, the Hirer will be liable for the cost of such services. Northern Access Hire or WA Access Hire will not be responsible for any loss or damages whatsoever caused by delays, including negligence on behalf of their staff, agents or employees. Northern Access Hire and

WA Access Hire reserve the right to charge the Hirer any additional delivery or collection charges for each occasion where the Equipment was not able to be delivered and or collected at the agreed time and location. Our employees also reserve the right to refuse delivery or collection of the Equipment if in doing so may cause harm or injury to themselves or other personnel around.

3.5. Late Return of Equipment: If the Customer returns the Equipment after the agreed time, the Hirer will be liable for additional charges at a minimum of a full day hire.

3.6. Return Time: For sake of certainty the Hirer may only return the Equipment during normal business hours. Personnel returning the equipment must report to Office Staff and advise them of the Equipment's return.

3.7. Rental Insurance/Levy: The Hirer will pay a 12.5% Rental Insurance/Levy on all Hire Agreements in addition to Hire Charges for the purpose of covering aesthetic and incidental wear and tear, servicing, break downs and costs associated with the manufacturers guidelines, all relevant Australian Standards and all recommendations published by the Elevating Work Platform Association. The Rental Insurance/Levy expressly excludes loss or damage occasioned by any one or more of the following: (a) damage due to misuse, abuse or overloading of the Equipment or any components thereof; (b) wrongful conversion of the Equipment or any components thereof; (c) loss or damage in contravention of the Hire Agreement; (d) loss or damage from use in violation of any statutory laws and regulations; (e) damage caused to the tyres and tube by blowouts, bruises, cuts or other causes inherent in the use of the Equipment; (f) glass breakage or graffiti; (g) loss or damage related to the lack of lubrication or other normal servicing of the Equipment; (h) loss or damage to the Equipment whilst located, used, loaded, unloaded, transported on or over water, wharves, bridges or vessels of any kind; (i) loss or damage to motors or other electrical appliances or devices caused by overloading or artificial electrical current, including use of under-rated or excessive length of extension leads on electrical powered tools and machines (j) damage caused by exposure to any corrosive or caustic substance, such as cyanide, salt, water, acid., etc; (k) theft of the Equipment or any deliberate damage of any type caused to the Equipment (whether caused by the Hirer or any third party whatsoever); (l) loss or damage to the Equipment during transport, except where transported by Owner Company; (m) loss or damage caused by the negligence of the Hirer and damage caused by paint, texture coat overspray, concrete, grinding, welding, gas cutting, collision, dropping and or impact.

3.8. Cleaning: The Hirer is responsible for all costs associated with any cleaning, painting, replacement of decals, repairs and refueling of Equipment when returned in an unsatisfactory condition.

4. Hirer's Hire Obligation

4.1. Possession and Use by Hirer: The Hire Agreement is personal to the Hirer and the Hirer will not allow nor authorize any other person or entity to use, re-hire or have possession of the Equipment at any time during the Hire Period.

4.2. Operation of Equipment: The Hirer warrants that at all times it will: (a) operate the Equipment safely strictly in accordance with all laws, only for its intended use and in accordance with the manufacturer's instructions; (b) ensure persons operating or erecting the Equipment are suitably instructed/trained in its safe and proper use and where necessary hold a current Certificate of

Competency and are licensed to use it; (c) return the equipment in the same good and clean condition it was in when the Hirer received it, ordinary fair wear and tear excluded. If the Hirer fails to clean the Equipment an additional cleaning charge may occur to the Hirer; (d) display, maintain all safety signs and instructions (as required by law), and ensure that all instructions and signs are observed by the operator; (e) ensure all persons operating wear appropriate and suitable PPE and clothing recommended; (f) ensure that no persons operating are under the influence of drugs and or alcohol that may affect their ability to operate safely; (g) conduct a job safety analysis prior to using the Equipment; (h) accept responsibility

for the safe-keeping of and insuring the Equipment during the Hire Period; (i) ensure that no persons carry illegal, prohibited or dangerous substances in or on the Equipment; (j) comply with all Environmental Laws and immediately rectify any breach caused by the use of the Equipment.

4.3. Cleaning and Maintenance: The Hirer must carry out daily checks before using the Equipment, clean, lubricate, fuel and maintain in a good working condition and not in any way alter, modify, tamper with, damage or repair without Owner Companies consent

4.4. Safekeeping: The hirer must ensure that the Equipment is stored safely and securely and is protected from theft, seizure, damage or vandalism.

4.5. Location: The Hirer must not move or relocate the machine to another site without obtaining permission from Owner Company to do so.

5. Equipment Breakdown

5.1. Obligations of Hirer: In the event that the Equipment is to breakdown or become faulty and or unsafe to operate during the Hire Period, the Hirer must: (a) stop use immediately; (b) take necessary safety steps/procedures to prevent injury to persons and or property; (c) advise Northern Access Hire or WA Access Hire so they can arrange repair or if needed replacement Equipment.

6. Lost, Stolen, or Damaged Equipment

6.1. The Hirer is at all times responsible for the Equipment and its attached tools and accessories during the Hire Period.

6.2. If the Equipment is lost, stolen or damaged during the Hire Period, the Hirer will be liable for: (a) any costs incurred in repairing the Equipment or for the replacement cost of the Equipment shall it be deemed irreparable; (b) any other costs whatsoever incurred as a result of loss, theft or damage to the Equipment including the full hire charges as set out in the Hire Agreement.

7. Insurance

7.1. The Hirer shall effect and maintain at its expense the policies of insurance specify and provide cover from the commencement of the Hire Period for the full duration including any extension or continuation. (a) A policy providing indemnity for physical loss, including theft and/or damage to the Equipment for the replacement value of each item, including whilst in transit. (b) A public liability policy in the usual terms which provides indemnity with respect to the operation of the Equipment to a limit of indemnity of at least \$10,000,000

7.2. The hire warrants shall not: (a) Do anything, or fail to do anything, which would allow an insurer to refuse or reduce a claim; (b) Vary the insurance required by this clause in any way without written consent of Northern Access Hire or WA Access Hire; (c) Enforce, conduct, settle or compromise a claim without consent of Northern Access Hire or WA Access Hire.

GUARANTEE AND INDEMNITY

In consideration of WA Access Hire Pty Ltd(or its Related Bodies Corporate) (hereinafter jointly and severally referred to as "**WA Access**") granting an ongoing trade credit facility to:

Print name of Customer

1. THE GUARANTOR/S UNCONDITIONALLY AND IRREVOCABLY GUARANTEES and INDEMNIFIES to **WA Access** the payment of all monies and the performance of all obligations, including any past, present and future indebtedness or obligation, of and by the Customer (as named in the "Commercial Credit Application" and which forms a part of this Guarantee and Indemnity)
2. THE GUARANTOR/S UNCONDITIONALLY AND IRREVOCABLY INDEMNIFY **WA Access** against all Claims arising directly or indirectly from, or which **WA Access** suffers or incurs in connection with:
 - the GUARANTOR's failure or a failure by the Customer to pay any monies owing to **WA Access** or to comply with or perform any of their respective obligations or purported obligations arising from any past, present or future dealing with the Customer or the GUARANTOR/s;
 - any representation or warranty made by the GUARANTOR/s or the Customer under or as part of any past, present or future dealing with the Customer or the GUARANTOR/s being or becoming untrue or misleading; or
 - Onsite exercising or attempting to exercise a right or power under this Guarantee and Indemnity.
3. THE GUARANTOR/S ACKNOWLEDGES AND AGREES that:
 - this is a continuing Guarantee and Indemnity which survives termination of any and all agreements with **WA Access** that the Customer or the GUARANTOR/s is bound by, and continues in full force and effect until all of the obligations imposed on the Customer and the GUARANTOR/s have been irrevocably performed in full (regardless of any intermediate payment or discharge in whole or in part);
 - the GUARANTOR's liability under this Guarantee and Indemnity is joint and several and is not affected, waived or discharged by the reason of any time or indulgences granted by **WA Access** or any grant to any of the GUARANTORS of a release whether in whole or in part from any obligation contained in or implied by this Guarantee and Indemnity;
 - the GUARANTOR's liability under this Guarantee and Indemnity is not affected, waived or discharged by the Customer entering into a Deed of Company Arrangement (DOCA) or by **WA Access** voting in favour of or against, or abstaining from voting, in relation to any proposal by the Customer to enter a DOCA;
 - this Guarantee and Indemnity becomes binding on any person that sign this Guarantee and Indemnity irrespective of whether or not all intended signatories execute this Guarantee and Indemnity;
 - **WA Access** is entitled to recover against any GUARANTOR/s without having first taken steps to recover against the Customer or any other GUARANTOR/s under this Guarantee and Indemnity;
 - **WA Access** is entitled to recover against any GUARANTOR/s without having first incurred any expense or made any payment;
 - this Guarantee and Indemnity may only be revoked as to future trading with the Customer and any notice of revocation may only be given by pre-paid registered mail delivered Unit 1, 35 Austin Avenue, Maddington, WA 6109 and shall not become effective until the expiration of 14 days from the date of posting;
 - any payment which is subsequently avoided by any law relating to insolvency is deemed not to have been paid;
 - the GUARANTOR/s signs in both its personal capacity and as Trustee of every Trust of which the GUARANTOR/s is a Trustee; and/or Trust Beneficiary.

- the GUARANTOR/s will notify **WA Access** of any change in the Customer's structure or management including any sale or disposition of any part of the business of the Customer, any change in directorships, shareholders or management or change in partnership or trusteeship within 7 days of the date of any such change, by registered mail.

THE GUARANTOR/S HEREBY CHARGES in **WA Access's** favour all the GUARANTOR's estate and interest in any land and in any other assets, whether tangible or intangible, in which the GUARANTOR/s now has any legal or beneficial interest or in which the GUARANTOR/s later acquires any such interest, to secure the payment of all monies owed by the Customer or the GUARANTOR/s and:

- consent to the lodging by **WA Access** of a caveat or caveats which note **WA Access's** interest in or over any such land or other caveatable property;
- (if the GUARANTOR/s is a company and the registration commencement time under the PPSA has not commenced) agree to do all things required by **WA Access** to lodge any form or forms required to register this charge at the Australian Securities and Investments Commission;
- (if, irrespective of whether the GUARANTOR/s is/are a company, the registration commencement time under the PPSA has commenced) agree to execute such further documents and take any steps required by **WA Access** to register a financing statement or financing change statement in relation to all of the GUARANTOR's assets other than the GUARANTOR's estate and interest in any land on the PPS Register and the GUARANTOR/s also agrees to do all things required by **WA Access** to otherwise perfect the **WA Access's** interest in those assets; and
- agree to pay any stamp duty, registration fees or charges levied in respect of any security created under this clause Guarantee and Indemnity.

THE GUARANTOR/S FURTHER AGREES that this Guarantee and Indemnity and any claim or dispute between **WA Access**, the Customer or any GUARANTOR/s will be governed by the law applicable in the State of Victoria, Australia and submits to the non-exclusive jurisdiction of the Courts of Victoria, Australia.

THE GUARANTOR/S ACKNOWLEDGES AND AGREES that in this Guarantee and Indemnity:

- "Related Body Corporate" has the meaning given to that term in the *Corporations Act 2001* (Cth);
- "Guarantee and Indemnity" means this full document entitled "Guarantee and Indemnity"; and
- words referencing the singular shall include the plural and vice versa.

GUARANTOR:

Witness:

Name (print)	Name (print)
Signature:	Signature:
Date:	Date:

THE GUARANTOR/S has read and understood this Guarantee and Indemnity and have been advised, and given opportunity, to seek independent legal advice.

I/We the Director/s; Public Officer; owner or proprietor, agrees and declares that:

- the information provided in this Commercial Credit Application is true and correct;
- **WA Access** may stop providing further credit at any time;
- **WA Access** may withdraw the credit facilities and take subsequent legal actions against me/us due to our failure to comply with the Standard Terms and Conditions of Hire or any Hire Agreement (as that term is defined in the Standard Terms and Conditions of Hire);
- **WA Access** may give the Customer credit for a different amount than the amount that the Customer has asked for in this Commercial Credit Application;
- The Customer has read and understood this Commercial Credit Application, the Standard Terms and Conditions of Hire and any other document that **WA Access** has provided to us and have been advised, and given opportunity, to seek independent legal advice; and
- The Customer agrees to be bound by the terms and conditions contained in this Commercial Credit Application and the Standard Terms and Conditions of Hire.
- Privacy Act 1988: The Applicant and the Authorised Officer agree to WA Access Pty Ltd
- Operations P/L obtaining from a credit reporting agency, a credit report containing personal credit information about the Applicant and the Authorised Officer, in relation to commercial credit provided by WA Access Pty Ltd. The Applicant and the Authorised Officer agree to WA Access Pty Ltd obtaining personal information about the Applicant and the Authorised Officer from other credit providers, whose names the Applicant and the Authorised Officer may have provided to WA Access Pty Ltd or that may be named in a credit report, for the purpose of assessing the Applicant's application for commercial credit. The Applicant and the Authorised Officer understand that this information can include any information about the Applicant's and the Authorised Officer's credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to give or receive from each other under the Privacy Act.

SIGNATURE OF CUSTOMER:

1. Signature _____ Date: _____

Print Name _____ Position: _____

2. Signature _____ Date: _____

Print Name _____ Position: _____

OFFICE USE ONLY:

Approved Monthly Credit Limit: \$ _____

Approved By: _____

Approval Signature: _____

Date Approved: _____