

### APPLICATION FOR CREDIT ACCOUNT

PLEASE COMPLETE EVERY SECTION OR STATE 'NOT APPLICABLE'

#### Section A: Applicant

Hirer's (Entity) Name:			
Trading As:			
If Company ABN:		ACN:	
Date of Birth (if sole trader)			
Type of Entity:		If other – please specify	
Type of Business:		If other – please specify	
Date Commenced:			
Trading Address:			
Telephone Number:			
Mobile Number:			
Facsimile Number:			
Postal Address:			
Email Address:			
Credit Requirement:			

#### Accounts Payable Details:

Name:		Mobile Number:	
Email Address:			
Email Addresses for Invoices			

#### Purchasing Details:

Same as Accounts Payable?	<input type="checkbox"/>		
Name:		Mobile Number:	
Email Address:			
Is an order number required?			

#### Section B: Personal Details (please select correct one)

Director(s) <input type="checkbox"/>	Partner(s) <input type="checkbox"/>	Sole Trader <input type="checkbox"/>	Trustee <input type="checkbox"/>
1 First Name:		Surname:	
Residential Address:			
Email Address:		Date of Birth:	
Telephone Number:		Mobile Number:	

2	First Name:		Surname:	
	Residential Address:			
	Email Address:		Date of Birth:	
	Telephone Number:		Mobile Number:	
3	First Name:		Surname:	
	Residential Address:			
	Email Address:		Date of Birth:	
	Telephone Number:		Mobile Number:	

**Section C: Trust(s)** Is this Application or any person signing this application a trustee? If so, state in each case:

(i) Name of Trust(s)		(iii) Date of Trustee's appointment	
(ii) ABN of Trust(s)		(iv) Date of creation of Trust	

**Section D: Business Premises**

Are the Business premises leased?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
If 'Yes' Landlords name:				
Landlords phone number:				

**Section E: Property Holdings** (list properties owned by director/company to secure applicant's account)

Details of Property:	
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**Section F: Trade References** (Companies with whom the applicant is trading. NO Banks, Fuel or Finance Companies – Four (4) references are required)

1.	Phone:		Email:	
2.	Phone:		Email:	
3.	Phone:		Email:	
4.	Phone:		Email:	

**Section G: Accountant**

Name of Accountant:		Accountants phone number:	
If 'Company' state:			
Paid Up Capital:		Annual Sales:	
Number of Employees:		Number Sub Contractors:	
Bank:		Branch:	
Security for Bank Overdraft:			

**Section H: Privacy Act**

Brooks Access Pty Ltd (ACN 648 186 065) as trustee for Brooks Access Trust (ABN 79 868 362 522) ("the Owner") is committed to preserving the Applicant's privacy.

The Owner's policy on the handling of personal information will comply with the principals set out in the Privacy Act, 1988. A copy of the Owner's Privacy Policy can be obtained on request.

The Applicant authorises the Owner to:

- Obtain from its credit reporting agencies or other credit report agencies or others a credit report containing personal credit information about the Applicant in relation to commercial credit provided by the Owner.
- The Owner may give to and seek from, all trade references or credit providers named in this Credit Application and any credit providers that may be named in a credit report issued by a credit reporting agency, information about the Applicant's arrangements.
- Obtain any information about the Applicant's credit standing, credit history or credit capacity that credit providers are allowed to give or receive from each other under the Privacy Act.
- Disclose the contents of any credit report on the Applicant or any Guarantor to any credit practice or credit reporting agency and to any of its solicitors and mercantile agents.

In the event that the Applicant or any Guarantors fails to meet its payment obligations to the Owner, the Owner may be entitled to disclose this to a credit reporting body. The credit reporting agencies that the Owner may use include without limitation VEDA at [www.mycreditfile.com.au](http://www.mycreditfile.com.au) 1300 762 207.

If the Applicant does not provide the information requested in this document the Owner may be unable to process the Application.

### Section I: The Master Equipment Hire Agreement

The Applicant and each signatory of this Application for Cash Account ("this Application") agree and declare that:

- The Master Equipment Hire Agreement in the form attached to this Application applies to the exclusion of any other terms and conditions proposed by the Applicant on any order or other form, unless otherwise agreed by Brooks Access Pty Ltd (ACN 648 186 065) as trustee for Brooks Access Trust (ABN 79 868 362 522) ("the Owner") and the Applicant in writing.
- They have read and understood the Master Equipment Hire Agreement.
- By signing this Application, the Applicant will be bound by the Master Equipment Hire Agreement without the need for further execution of that agreement.
- The Owner will hire any Equipment to the Applicant on the terms set out in this Application and the Master Equipment Hire Agreement.
- The Applicant and each signatory consent to the matters contained in the Master Equipment Hire Agreement concerning credit reporting.
- The Applicant and each signatory acknowledge that the Owner may amend any provision of the Master Equipment Hire Agreement from time to time by giving notice of the amendment to the Applicant.
- The Owner may in its absolute discretion decline to hire Equipment to the Applicant at any time if it has reasonable cause to do so.

### Section J: Waiver Fee Notice and Election

The Applicant makes the following election in relation to the payment of the Waiver Fee as that term is defined in the Master Equipment Hire Agreement:

- |                          |  |
|--------------------------|--|
| <input type="checkbox"/> | The Applicant accepts the Waiver Fee and understand that the prescribed amount may be either included in amounts invoiced or invoiced as separate item.  |
| <input type="checkbox"/> | The Applicant declines the offer of the Waiver Fee and hereby accept full and total responsibility for the costs associated with the replacement or repair of items in my/our control whilst subject to an agreement between the Applicant and the Owner. Applicants who decline the offer of the Waiver Fee will be required to provide a copy of Certificate of Currency of an appropriate level of insurance and to register the Owner as an interested party on such insurance policy. |

Unless otherwise indicated, the Owner will automatically include the Waiver Fee in all invoices issued to the Applicant.

## Section K: Executed as an Agreement

Please Sign Section A (Individual / Sole Trader / Partnership / Trust), B (Company), or C (Trust)

### A Individual / Sole Trader / Partnership

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Witness Signature: \_\_\_\_\_

Witness Name: \_\_\_\_\_

Dated: \_\_\_\_\_

### B Company: In accordance with section 127 of the Corporations Act by its authorised officers

Signature of Director: \_\_\_\_\_

Name: \_\_\_\_\_

Signature of Director/Secretary: \_\_\_\_\_

Name: \_\_\_\_\_

Witness Signature: \_\_\_\_\_

Witness Name: \_\_\_\_\_

Dated: \_\_\_\_\_

### C Trustee (Corporation) In accordance with section 127 of the Corporations Act by its authorised officers

\_\_\_\_\_  
As Trustee for the: \_\_\_\_\_ Pty Ltd

\_\_\_\_\_ Trust

Signature of Director: \_\_\_\_\_

Name: \_\_\_\_\_

Signature of Director/Secretary: \_\_\_\_\_

Name: \_\_\_\_\_

Witness Signature: \_\_\_\_\_

Witness Name: \_\_\_\_\_

Dated: \_\_\_\_\_

### Guarantee and Indemnity

Please Sign Section A (Individual / Sole Trader / Partnership / Trust), B (Company), or C (Trust)

Each director of the Applicant must sign this document. Please insert full names and residential addresses of the Guarantors. Guarantors should seek legal advice on this document. If there are more than three directors, please attach additional details to this form.

Hereinafter called (Guarantors) which expression includes each Guarantor separately as well as any two or more of them collectively, and includes also any Guarantor's personal representative(s), in consideration of the Owner agreeing to hire or continuing to hire to the Hirer equipment, hereby agree with the Owner as follows:

1. The Guarantors hereby jointly and severally guarantee the due payment to the Owner of all money and performance of all obligations now or in the future, actually or contingently, owing by the Applicant to the Owner including for all goods and/or services that the Owner may from time to time supply or have already supplied to the Applicant (Money Secured).

As a separate covenant the Guarantors jointly and severally indemnify the Owner for all loss in respect of non-payment by the Applicant of any Money Secured and non-performance of any obligation owed to the Owner by the Applicant.

2. This guarantee and indemnity shall be a continuing guarantee and indemnity for all debts and obligations whatsoever and whensoever incurred by the Applicant to the Owner.

This Guarantee shall terminate if the Guarantors give the Owner not less than 30 days written notice of their desire to terminate this Guarantee and if at the expiration of such period of notice all liabilities and obligations of the Applicant to the Owner have been discharged in full and there is no Money Secured.

However, if the Owner is obliged (or reasonably considers itself obliged) to disgorge any money or property received from the Applicant (for example as a preference or voidable transaction in the insolvency of the Applicant) then that termination shall be taken never to have taken effect in respect of that money or the value of that property and this guarantee and indemnity shall have continued effect accordingly.

3. The liability of each Guarantor under this guarantee and indemnity is absolute and unconditional and shall not be discharged or affected by anything that may have that effect but for this clause including but not limited to time or indulgence given to the Applicant, insolvency of the Applicant, variation, substitution or release of the Applicant's obligations or those of any other Guarantor, taking or failure to take, register or enforce security from the Applicant or anyone else, failure of any person who may have been intended to sign this document to do so or do so validly, and any omission to give notice to the Guarantors or anyone else of anything.
4. The Guarantors must not exercise any right of subrogation or make any other claim they may have against the Applicant until the Owner has received the full amount owing by the Applicant. Where the Guarantor has the right to prove in any insolvency administration of the Applicant, the Guarantor must do so and hold any dividends received on trust for the Owner.
5. To secure the Guarantors' obligations under this guarantee and indemnity and the Money Secured, the Guarantors (and each of them) hereby charge in favour of the Owner all of their estate or interest in any freehold or leasehold land wheresoever situate which the Guarantors now have or may hereafter acquire hereby acknowledge that the Owner shall have a caveatable interest in such land.
6. Each Guarantor:
  - a) agrees to deliver to the Owner within seven (7) days of written demand a Memorandum of Mortgage in registrable form incorporating the covenants contained in Memorandum No. J714317 registered at the Landgate Western Australia as amended to comply with and reflect any appropriate law in the jurisdiction(s) where the Guarantor has any beneficial interest in real property and as amended appropriately to comply with any formal requirements of registration;
  - b) authorises and consents to the Owner taking all actions necessary to give effect to this security including the lodgement of a caveat upon title of the Guarantor's real property. The Guarantor hereby irrevocably appoints the Owner and any person nominated by the Owner severally the attorney of the Guarantor with power to execute, sign, seal and deliver (which delivery may be subject to such terms and conditions as the attorney thinks fit) such mortgage or other document to give effect to his security;

- c) if the security created by this document is or becomes void or unenforceable, it may be severed from this guarantee and indemnity without any effect on its validity and the Guarantor shall not be exonerated in whole or in part, nor shall the Owner's rights, remedies or recourse against the Guarantor be in any way prejudiced or adversely affected by such severance.
- 7. A certificate signed by a director, secretary, financial controller or credit manager of the Owner shall be prima facie evidence of the amount of the Money Secured owed by the Applicant or Guarantor to the Owner at that time.
- 8. Each Guarantor acknowledges that the Owner has afforded him, her or it full and unrestricted opportunity of seeking independent legal advice before signing this guarantee and indemnity.
- 9. Notices to be served on a Guarantor concerning any matter relating to this guarantee and indemnity shall be deemed served if posted to the Guarantor by mail at their aforesaid personal addresses. However this does not limit any other way in which service may be effected.
- 10. This document shall be governed by the laws of Western Australia. Words importing the plural number or the singular number in this guarantee and indemnity include the singular number and the plural number respectively.

**Signed by the Guarantors**

Dated:

\_\_\_\_\_  
Signature of Guarantor:

\_\_\_\_\_  
Full Name of Guarantor:

In the presence of:

\_\_\_\_\_  
Signature of Witness:

\_\_\_\_\_  
Full Name of Witness:

\_\_\_\_\_  
Signature of Guarantor:

\_\_\_\_\_  
Full Name of Guarantor:

In the presence of:

\_\_\_\_\_  
Signature of Witness:

\_\_\_\_\_  
Full Name of Witness:

\_\_\_\_\_  
Signature of Guarantor:

\_\_\_\_\_  
Full Name of Guarantor:

In the presence of:

\_\_\_\_\_  
Signature of Witness:

\_\_\_\_\_  
Full Name of Witness: