

CREDIT APPLICATION

**PLEASE COMPLETE THIS FORM FULLY IN CLEAR BLOCK LETTERS AND RETURN BY MAIL
TO PO Box 595 Altona North, VIC 3025 OR EMAIL: accounts@che.net.au**

APPLICANT DETAILS:

Registered business / company name: _____

Trading Name: _____

A.C.N: _____ A.B.N: _____

Registered business address: _____

Postal address: _____

Phone: _____ Fax: _____

Mobile: _____ Email: _____

What does your company do? _____

Monthly estimated spend: _____ **(this is not a credit limit)**

Please indicate type of business: PUBLIC CO. PTY LTD CO. TRUST. PARTNERSHIP. SOLE TRADER

If your business is a Trust, please supply copies of the first and last two (2) pages of the trust deed with your application.

How long have you been in business? _____

DIRECTORS IF COMPANY OR PROPRIETORS IF PARTNERSHIP OR SOLE TRADER:

1. Full Name: _____ Date of Birth: ____/____/____

Address: _____ Phone: _____

2. Full Name: _____ Date of Birth: ____/____/____

Address: _____ Phone: _____

3. Full Name: _____ Date of Birth: ____/____/____

Address: _____ Phone: _____

ACCOUNTS PAYABLE CONTACT:

Full name: _____ Phone: _____

Email: _____ Fax: _____

Do you require your invoices & statements to be sent by: E-MAIL FAX POST

Do you require purchase orders: YES NO

Do you want to pay waiver: YES NO – **if no you must supply certificate of currency stating that all hired in goods are covered by your policy.**

TRADE REFERENCES:

1. Name: _____

Phone: _____ Fax: _____ Email: _____

2. Name: _____

Phone: _____ Fax: _____ Email: _____

3. Name: _____

Phone: _____ Fax: _____ Email: _____

I/We apply for a Trading Account with Complete Hire Equipment Pty Ltd and consent to obtaining Trade References from the above referees, in accordance with Privacy Act 1988 (Cth).

I/We further agree to adhere to Complete Hire Equipment Pty Ltd Terms and Conditions of Credit Application and the General Terms and Conditions.

I/We have read, understood and agree to the terms of the notice of disclosure of Credit Information to a Credit Reporting Agency attached.

Name: _____ Signature: _____ Date: _____

Name: _____ Signature: _____ Date: _____

OFFICE USE ONLY

Sales Rep:		Entered:	
Report:		Rating:	
Credit Limit: \$		Revised:	
As From Date:		Customer Account No:	
Authorisation Date: / /	Financial Controller: on / /	Approved By: on / /	

TERMS AND CONDITIONS OF CREDIT APPLICATION

In this Credit Application:

1. Additional information

The Customer must promptly provide CHE with such documents and information as CHE may request (in the format required by CHE) for the purpose of assisting CHE in assessing this Credit Application.

2. Contents of Application

2.1 Warranty

The Customer represents and warrants that as at the date this Credit Application is submitted to CHE and as at each day that credit is provided to the Customer, the contents of this Application completed by or on behalf of the Customer and any documents and information provided under the Credit Application, are complete, true and correct in every particular and are not misleading or deceptive in any way.

2.2 Notification by Customer

The Customer must immediately notify CHE in writing as soon as it becomes aware of any matter or thing which renders or may render any item described in clause 2.1 incomplete, untrue, incorrect, misleading or deceptive.

3. Acceptance or rejection of Credit Application

CHE may in its absolute discretion accept or reject this Application and to the maximum extent permitted by Law, is under no obligation to provide reasons for any such rejection.

4. Restriction of Use

The Customer must not use any Equipment or credit provided to it by CHE wholly or predominantly for personal, domestic or household use.

5. Binding contract

5.1 Commencement

On CHE agreeing to receive and consider this Credit Application, the Terms and Conditions and (if applicable) the Guarantee commence and constitute a binding contract on the parties. The Customer is not entitled to any credit facilities until it receives notice in writing from CHE stating that the credit facilities have been given. Until the Customer receives such notice in writing from CHE any goods that are supplied by CHE to the Customer will be on the basis of Cash on Delivery.

5.2 Duration

Subject to the General Terms and Conditions, the contract referred to in clause 5.1 continues until the first to occur of CHE rejecting this Credit Application and the expiry or sooner termination of the contract referred to in clause 5.3.

5.3 General Terms and Conditions

Notwithstanding clauses 5.1 and 5.2, a binding contract for the supply and purchase of Equipment as set out in the General Terms and Conditions only commences and is binding on the parties once CHE notifies the Customer that CHE accepts this Credit Application.

6. General

Clauses 1 (Definitions) and 16 (General) of the General Terms and Conditions apply equally to the provisions in this Credit Application.

I/We hereby agree to the abovementioned Agreement and also fully understand my/our obligations to Complete Hire Equipment Pty Ltd.

Owner/Partner/Director (Print Name) _____ Position/Title _____

Owner/Partner/Director (Signature) _____ Date _____

CREDIT APPLICATION FORM
NOTICE OF DISCLOSURE OF CREDIT INFORMATION TO A CREDIT REPORTING AGENCY (PRIVACY ACT 1988)

PRIVACY DISCLAIMER

Complete Hire Equipment Pty Ltd (**CHE**) may give information about you to a credit reporting agency, for the following purposes:

- To obtain a consumer credit report about you and/or
- To allow the credit reporting agency to create or maintain a credit information file containing credit information about you.

The information is limited to:

- Identity particulars – your name, sex, address (and the previous two addresses) date of birth, name of employer and drivers license number
- Your application for credit or commercial credit – the fact that you have applied for credit and the amount.
- The fact that CHE is a current credit provider to you.
- Loan repayments which are overdue by more than 60 days and for which debt collection action has started.
- Advise that your loan repayments are no longer overdue in respect of any default that has been listed.
- Information that in the opinion of CHE you have committed a serious credit infringement (that is, fraudulently shown an intention not to comply with your credit obligations).
- Dishonored cheques – cheques drawn by you for \$100.00 or more which have been dishonored more than once.
- That credit provided to you by CHE has been paid or otherwise discharged.

This information may be given before, during or after the provision of credit to you.

DISCLOSURE AGREEMENT

1.1 Consent to collection, use and disclosure of information

The Customer and (if applicable) the Guarantor consents to Complete Hire Equipment Pty Ltd (**CHE**) collecting and using Personal Information of or relating to the Customer and the Guarantor for the purpose of:

- (a) assessing this Application and the credit worthiness of the Customer and the Guarantor;
- (b) to the maximum extent permitted by Law, assisting CHE in the exercise of its rights against the Customer or the Guarantor, including the right to enforce payment of any amount payable by the Customer or the Guarantor to CHE whether under this Application or otherwise; and
- (c) any other lawful purpose required by CHE,

and CHE may disclose that Personal Information to any person considered reasonably appropriate by CHE to achieve any such purpose, including disclosing such information to a Credit Reporting Agency.

1.2 Credit Report

To the extent CHE considers it relevant to assessing the Customer's application for commercial credit set out in this Application, the Customer and (if applicable) the Guarantor agree to CHE obtaining from a Credit Reporting Agency a Credit Report containing the Personal Information of or relating to the Customer and/or the Guarantor.

1.3 Acknowledgement

I/We agree that Complete Hire Equipment Pty Ltd may exchange information with those credit providers named in this application or named in a consumer credit report issued by a Credit Reporting Agency for the following purposes:

- i) To assess an application by me/us for credit
- ii) To notify other credit providers of a default by me/us
- iii) To exchange information with other providers as to the status of this loan where I am in default with credit providers.
- iv) To assess my/our credit worthiness.

- 1. Name: _____ Signature: _____ Date: _____
- 2. Name: _____ Signature: _____ Date: _____
- 3. Name: _____ Signature: _____ Date: _____
- 4. Name: _____ Signature: _____ Date: _____

PO Box 595 Altona North, Victoria 3025 Tel: (03) 9312 5444 Fax: (03) 9312 5455

Email: accounts@che.net.au Web: www.che.net.au

ACN: 104 455 996 ABN: 44 104 455 996

SIGNATURE OF GUARANTOR AND TERMS OF GUARANTEE

In consideration of CHE at the request of the person or persons described below (collectively, the **Guarantor**) receiving and considering this Credit Application and (if applicable) entering into this Agreement, the Guarantor agrees to the terms and conditions set out in this Credit Application and this Agreement:

Each person comprising the Guarantor acknowledges that they have carefully read and understood this document (including the Guarantee below) and have had the opportunity to obtain independent legal and financial advice.

Guarantor 1

Signed
Name (please print)
Date

Guarantor 2

Signed
Name (please print)
Date

1. Application of Section

This Guarantee only applies if a person or persons have signed this Credit Application as the Guarantor above.

Guarantee of the Customer's performance

The Guarantor guarantees to CHE the punctual performance by the Customer of its obligations under this Application and this Agreement, including its obligations to pay money (**Guarantee**).

Continuing security

The Guarantee is a continuing obligation which: continues after the parties' other obligations under this Application or this Agreement terminate; and is not discharged by any one payment.

Obligations and rights not affected by certain matters

The Guarantor's obligations and the rights of CHE under the Guarantee are not affected by anything which might otherwise affect them at Law, including:

- any concession (such as extra time) being given to any person, including the Guarantor, CHE or the Customer;
- CHE's failure or delay in taking action or asserting a right, or any other act, omission or mistake by CHE or the Customer;
- the assignment or novation of a right or obligation of CHE; or
- an obligation or liability of a person other than the Guarantor being invalid or unenforceable.

Guarantor's rights suspended

The Guarantor must not do any of the following, without the consent of CHE, before or until all money due and payable to CHE by the Customer or the Guarantor in connection with this Credit Application or this Agreement is paid:
exercise a right of contribution or indemnity against the Customer;
claim the benefit of (for example, by subrogation), or seek the transfer of, a guarantee, indemnity or security CHE holds as provided by the Customer or the Guarantor in connection with this Application or this Agreement;
try to reduce its liability under the Guarantee through set-off or counterclaim; or
prove in competition with CHE if the Customer is unable to pay its debts when due.

Reinstating CHE's rights

If a claim is made (such as a claim under the law relating to insolvency) that a payment or transfer to CHE by the Customer or the Guarantor in connection with this Credit Application or this Agreement is void or voidable and that claim is upheld, conceded or compromised, then CHE is immediately entitled to the rights it had against the Guarantor before the payment or transfer was made.

Reimbursing CHE for costs

The Guarantor must (within 7 days after a request by CHE) pay or reimburse CHE for: the costs of CHE (including legal costs on a full indemnity basis) in connection with enforcing the Guarantee; and all Tax payable in connection with the Guarantee or any transaction, including a payment, contemplated by it.

Applying money paid by the Guarantor

CHE may apply amounts it receives from the Guarantor under the Guarantee in any manner or order it chooses.

Indemnity

The Guarantor must indemnify CHE against all actions, claims, proceedings, demands, liabilities, losses, damages, expenses and costs (including legal costs on a full indemnity basis) that may be brought against CHE or which CHE may pay, sustain or incur as a direct or indirect result of any breach or non-performance of this Credit Application or this Agreement by the Customer. CHE may enforce this right of indemnity at any time, including before CHE has incurred the liability, loss or costs.