

APPLY FOR AN ACCOUNT

Name (if Sole Trader or Partnership – state full names(s) of proprietor/partner(s)).

BUSINESS NAME: _____

Other Names you trade under: _____

ABN: _____ ACN: _____

Entity Type (please tick appropriate box)

Sole Trader

Club or Association

Partnership

Company

Trust (if so, full name of Trustee) _____

Licence No: Builders/Electrical/Carpenter etc. _____

BUSINESS STREET ADDRESS: _____

_____ State _____ P/C _____

BUSINESS POSTAL ADDRESS: _____

_____ State _____ P/C _____

TELEPHONE: (BUSINESS) _____ FAX NO. _____

MOBILE PHONE _____ ALT PHONE. _____

EMAIL ADDRESS: _____

ACCOUNTS PAYABLE CONTACT: _____

ESTIMATED PURCHASES PER MONTH \$ _____

TRADE OR CREDIT REFERENCES

1. Name: _____

Telephone: _____ Fax: _____

Contact Person: _____

2. Name: _____

Telephone: _____ Fax: _____

Contact Person: _____

3. Name: _____

Telephone: _____ Fax: _____

Contact Person: _____

Details of ALL Directors, Partners Proprietors

Name: _____

Position: _____

Address: _____

_____ State: _____ P/C: _____

Name: _____

Position: _____

Address: _____

_____ State: _____ P/C: _____

I / We hereby apply to have a credit account opened in my / our / name/s and agree to the terms and conditions on the attached page/s and declare:

- That the information in this application and any attachments is true and accurate.
- The credit to be provided to the customer is to be applied wholly or predominantly for business or investment purpose (or for both purposes).
- This application may be signed only by the person/s, directors, or officers authorized to sign on behalf of the customer.
- To supply balance sheet and profit and loss accounts on request.

I / We agree that if Novocastrian Scaffolding & Access Equipment Pty Ltd approved the applications for credit this agreement remains in force until the credit facility covered by the application ceases.

I / We agree that by signing this application is deemed to be an acceptance of the hire terms and Conditions attached to or otherwise provided in connection with this application.

Signed for the Customer

Name: _____ Position: _____

Sign: _____ Date: / /

Our Terms of Trade are strictly 30 days EOM
Interest of 1.5% will apply to overdue accounts

AGREEMENT TO GUARANTEE AND INDEMNIFY

THE CREDITOR NOVOCASTRIAN SCAFFOLDING & ACCESS EQUIPMENT PTY LTD

1. WE GUARANTEE payment of all monies and performance of all obligations (including and present and future indebtedness or obligation) by the Debtor or any of us arising from any past, present or future dealing with you what so ever.
2. WE INDEMNIFY YOU against all losses you sustain what so ever as a result of any past, present or future dealing you have with the Debtor or any of us.
3. WE AGREE
 - A) To pay to a stakeholder nominated by you any amount certified by you as payable before we become entitled to dispute whether the amount is payable.
 - B) That this agreement shall remain effective not with standing any conduct or event which, but for this clause may have the effect of releasing the Debtor or any of us, and that payment which is subsequently avoided by any law relating to insolvency shall be deemed not to have been paid.
 - C) This agreement is signed by us both in our personal capacity and as Trustee of each and every relevant Trust of which we are Trustee.
4. WE CHARGE in your favour all of our estate and interest in any land which we now have any legal or beneficial interest (or in which we later may acquire any such interest) and any other asset or trust asset with payment of all monies owed to you by the Debtor or any of us.
5. CONSIDERATION: You to grant credit from time to time at your discretion to the Debtor or any of us and to forbear from taking any legal action from one month from the date here of against the Debtor or any of us.
6. PROPER LAW: We agree that this Agreement and any claim and any dispute between the Creditor, the Debtor or any of us at all shall be governed by New South Wales Law Courts or arbitrator.
7. SEVERAL GUARANTORS: If more than one Guarantor is named or intended to sign as guarantor we each agree to be bound even if we are the only one to sign as Guarantor.
8. CREDIT LIMIT: Any credit you grant or apply to the Debtor is at your discretion and will not limit our liability to you in any way.
9. DEFINITIONS:
 - A) "You" and "Your" shall refer to each of the Companies listed below as the "Creditor(s)" jointly and severally.
 - B) "We" and "Us" shall be a reference to each of the Guarantors and Debtor jointly and severally.
 - C) "Relevant Trust" is one which, in your bona fide opinion, is carrying on or associated with a business or activity with respect to which the indebtedness in question arises (either wholly or in part).
10. READ AND UNDERSTAND: We have each read and understood this document before signing it.
11. PRIVACY ACT: We authorize you to make the enquiries you may deem necessary to investigate our credit worthiness including (interalia) enquiry with our Bankers, any other credit provider or a Credit Reporting Agency ("the sources"). We authorize the sources to disclose to you any information concerning us which is within their possession and requested by you. We agree that you may disclose any information you have concerning us to the sources.

A. THE DEBTOR _____

Of _____ ACN _____

B. THE GUARANTORS (Print in block letter in space provided full name and address)

1. _____

2. _____

SIGNATURE: _____ WITNESS: _____

SIGNATURE: _____ WITNESS: _____

DATED: _____ DAY OF _____

Signed for and on behalf of the Debtor by: _____

Of _____ Signature _____

Conditions of Hire & Sale

1. DEFINITIONS

In these Conditions of hire & Sale:

- (a) "Owner" is the company listed on the front page of the agreement
- (b) "Customer" refers to the person, firm, organisation or corporation purchasing or hiring plant from the owner. The customer is not permitted or authorised to lend or re-hire the plant to any other person, firm, organisation or corporation. When plant is hired to other hire companies (that are recognised by the owner to carry on that role), then such Customer have the right to re-hire for value.
- (c) "Plant" means all equipment including tools, leads, plugs, accessories, parts and any item specified on the face of the contract. Plant shall remain the property of the Owner and shall not be deemed to be a fixture.

2. CUSTOMER'S HIRING OBLIGATIONS

2.1 The customer shall;

- (A) Prior to the use of the Plant determines the condition and suitability of the Plant hired for the purpose required. The Customer accepts that the Owner gives no warranty, that the Plant is suitable for the Customers purpose.
- (b) Use the Plant in a safe, skilful and proper manner in accordance with the law, only for its intended use, within the capacity for which it was designed, acknowledged that the Owner can give no warranty as to the said capacity and in accordance with any instructions whether supplied by the manufacturer or the owner.
- (c) Ensure that all persons operating or erecting the Plant are suitably instructed in its safe and proper use and where necessary hold a current Certificate of Competency and/or are fully licensed.
- (d) Comply with all occupational health and safety laws relating to the Plant and its operation.
- (e) At their expense service, clean, fuel, lubricate and maintain the Plant in good and substantial repair and condition, except for prearranged major servicing which will be carried out by the Owner during normal working hours.
- (f) Clean the Plant thoroughly upon the completion of the hire or be charged at the absolute discretion of the Owner a cleaning fee at a rate to be nominated by the Owner for any cleaning required to be performed by the Owner or its representatives.
- (g) Accept full responsibility for the safe-keeping and insuring the Plant during the period of the hire and, where applicable, until the Plant is collected by the Owner, and indemnify the Owner for all loss, theft of or damage to the Plant however caused and without limiting the generality of the foregoing whether or not such loss, theft or damage is attributable to my negligence, failure or omission of the Customer.
- (h) Accept full responsibility for, and indemnify the Owner against all claims, judgement, damage, loss expense (including all reasonable legal costs and disbursements of lawyers) or liability incurred or suffered by or bought or made or recovered against the Owner in respect to any injury to persons or loss or damage to property, arising out of the delivery, servicing, storage, possession or use (including unauthorised use) of the Plant during the hire period however arising, whether from negligence of the Customer or otherwise and without limiting the generality of the foregoing whether or no the Plant was being operated by a servant of the Owner or any other person for whose acts the Owner might be or is held to be responsible in connection with the operation of the Plant.
- (i) Not be entitled to claim any lien over the Plant nor sell, transfer, mortgage, charge or encumber in any way the Plant nor, without the Owner's prior written consent, part with possession of the Plant nor assign the benefit of the hire agreement.
- (j) Not be entitled to remove the Plant or allow it to be removed from state or site if applicable from which it was hired without the Owner's written permission.
- (k) Not alter, make my addition to, deface or erase any identifying mark, plate or number, on or in the Plant or in any other manner interfere with the Plant.
- (l) Ensure that no illegal, prohibited or dangerous substances are carried in or on the Plant
- (m) Pay to the Owner all hire and related charges and other costs as stipulated in accordance with this agreement.
- (n) Ensure that all safety information, notices, terms and conditions, operating instructions and risk assessments supplied with the Plant will be conveyed to any person using the Plant.
- (o) Display with the Plant and maintain any safety signs supplied with the Plant or as required by State or Federal legislation and bring them to the attention of any person using the Plant and ensure that they are clearly visible to or by the operator of the Plant.
- (p) Ensure that safety and operating instructions and notices are observed and not defaced or removed from the Plant.
- (q) Ensure that all operators of the Plant wear suitable clothing and any protective equipment required or recommended by the manufacturer's safety and operating instructions, or as recommended by the Owner.
- (r) Ensure that a job safety analysis is conducted prior to operating any electrical or mechanical Plant to ensure safe working methods apply.
- (s) Comply with all Environmental Laws from time to time and immediately rectify any breach of an Environmental Law caused by the use of the Plant. The Customer indemnifies and agrees to keep the Owner indemnified against any loss, cost, damage or expense incurred or which may be incurred by the Owner arising from the use of the Plant under this contract.
- (t) Allow the Owner to inspect the Plant from time to time during the hire period and the Customer shall permit or procure admission for representatives of the Owner to the premises upon which the Plant is situated for that purpose.
- (u) Accept full responsibility for any damage to the Plant excluding normal wear and tear.

3. TAXES AND DUTIES

- (a) Except as otherwise provided by the law all sales, excise, goods and services and similar taxes or duties which the Owner may be required to pay or collect with respect to the Plant or its supply to the Customer shall be paid by the Customer immediately, or at such time or times as otherwise determined by the Owner. Where the Customer claims exemption from duty or tax the Customer must furnish appropriate exemption certificates to the Owner.
- (b) The Owner may charge the Customer a fee for accepting payment by credit card or in accordance with State laws.

4. TERMS OF PAYMENT

- (a) Where the Owner is responsible for delivery and/or installation of Plant, it will not be responsible for the delays in delivery or installation or failure to deliver due to causes beyond its control including but not limited to acts of God, war, terrorism, mobilisation, civil commotion, riots, embargoes, orders or regulations or governments of any relevant jurisdiction, fires, floods, strikes, lockouts or other labour difficulties, shortages of or inability to obtain shipping space or land transportation.
- (b) Hire is charged for the time the Plant is out of the possession of the Owner at the Customer's request (inclusive of weekends and public holidays) and when held on standby, not only the time during which the Plant is used.
- (c) Payment in full by account Customers for all hiring charges and any other amounts payable in accordance with these Conditions of hire and sale as required 30 Days from the date of the invoice.
- (d) Hire charges cover only the fee for hiring the Plant to the Customer. If the Customer requires the Plant to be delivered and/or installed, (the Customer shall in addition pay the Owner all freight and other charges incurred in transporting the Plant including loading and unloading on the site. The Owner shall, if requested by the Customer, but only if personnel are available, attend the site and instruct the Customer in the operation of the Plant and the Customer shall in addition pay the Owner for such services. Any other additional services provided to the Customer, shall be paid for by the Customer.
- (f) The Owner may charge interest on all amounts not paid by customer by the due date at the rate of not greater than 1.5% per month calculated on the daily balance, from and including the due date to the date of the actual receipt of payment. The right to demand payment of interest under this Clause 4 is without prejudice to any other rights and remedies that the Owner may have in respect of a payment default under this agreement.

- (g) The Owner may set-off against any credit owed to the Customer any amount owing by the Customer to the Owner.
- (h) The Owner has the right to claim additional fees and charges for debt recovery expenses to the Customer.

5. PERIOD OF HIRE

- (a) The daily and weekly rates are based upon 8 hours or 40 hours respectively, if used in excess of these hours an additional hiring charge may be applied.
- (b) The period of hire shall commence from the time the Plant is picked-up by the Customer or delivered to the Customer.

6. TERMINATION OF HIRE & RECOVERY OF PLANT

- 6.1 Without prejudice to any other remedies available to the Owner and notwithstanding any period of hire specified, the Owner may terminate this hire agreement;
- (a) At any time by giving the Customer 24 hours notice of its intentions to so terminate, such termination to be effective as of the expiry of 24 hours or as agreed under the hire contract. Without notice, if the Customer commits any breach of the hire agreement, or do or permit to be done any act or thing whereby the Owner's rights in or to the Plant may be prejudices, or have a winding up petition presented against it or be wound up, or go into voluntary liquidation or commit an act of bankruptcy or if a receiver of its assets or any of them is appointed or if it makes an assignment or compromise for the benefit of its creditors or if its business is placed under administration or office management or it ceases to carry on business.
 - (b) If the Owner has terminated the hire agreement or if the Customer has failed to make payment to the Owner in accordance with the terms of the agreement then upon giving the Customer 24 hours notice of its intentions to remove the Plant, the Customer expressly authorises the Owner to enter the premises where the Plant is located and arrange for its removal. The hire period shall not cease until the Plant has been removed return to the Owner. The costs associated with any removal will be charged to the Customer, The Owner shall not be liable for any damage caused to the Customer's property as a result of removing the Plant, and The Owner will not be responsible or liable for any personal property left inside the Plant when it is removed or returned to the Owner. The Customer indemnifies the Owner in respect of any claims, damages and expenses arising out of any action taken under this condition.

7. BREAKDOWN OF HIRE PLANT

In the event of any Plant breakdown the Customer is required to notify the Owner immediately, 'Such' notification does not absolve the Customer from its requirement to safeguard the Plant until it is returned to or collected by the Owner, In the event of a breakdown the Customer shall not repair or attempt to repair the Plant, without prior consent of the Owner. If the Plant breaks down or becomes unsafe, the Customer must immediately stop using the Plant and must take all necessary steps to prevent injuries to any persons or damage to any property as a result of the condition of the Plant. The Owner shall not be liable for any expenditure, damages, loss or inconvenience incurred by the Customer arising out of any breakdown in the Plant whether caused by fair wear and tear, lack of repairs or negligence on the part of the Owner or any other reason whatever, If any Plant misuse the Owner is entitled to continue to charge hire charges until the Plant has been repaired, replaced or the Owner may recover the cost of any repairs that are carried out to the Plant.

8. ELECTRICAL EQUIPMENT – RE-TESTING AND TAGGING

All electrical equipment has been safety checked, tested and tagged by the Owner prior to hire in accordance with the relevant latest applicable Australian Standard(s) and Regulatory Authority requirements. While any electrical equipment is on hire, the Customer is responsible for arranging at the Customer's cost the re-testing of the electrical equipment by the manufacturer's agent in accordance with the manufacturer's instructions and the applicable Australian Standard(s) and Regulatory Authority requirements, the Owner is able to arrange, at the Customer's cost, for such re-testing and re-tagging of the electrical equipment. Any damage caused to the Plant resulting from, incorrect testing shall be at the Customer's cost.

9. SALES ORDERS & CANCELLATIONS

- (a) Upon placing an order to purchase any Plant, the Customer must pay the Owner a deposit nominated by the Owner at the time of sale ("the Deposit")
- (b) The Customer will forfeit the Deposit if the order is cancelled at any time after the 24 hours have passed from the time of the making of the order; Waiver of this condition is in the absolute discretion of the Owner.
- (c) The Customer shall make payment in full prior to the Plant being handed over or delivered; Special conditions may be agreed with an approved account Customer in good standings.
- (d) Title to any Plant sold to a Customer shall not pass until the Owner has received payment in full and all funds have cleared.
- (e) Title to any Plant hired to a Customer does not pass from the Owner to Customer.

10. EXCLUSIONS OF CONDITIONS, WARRANTIES & LIABILITY

To the full extent permitted by law the Owner excludes all implied terms and conditions and warranties including without limitations, terms, conditions and warranties implied by Commonwealth or State legislation.

The Owner and Customer agree that the Owner shall not be liable to the Customer or to any person using the Plant for any loss, damage or injury (including any consequential damages or loss) howsoever arising from the hiring, use or operation of the Plant.

11. MISCELLANEOUS

- (a) The person signing the document for and on behalf of the Customer hereby covenants with the Owner that he or she has the authority of the Customer to make this agreement on the Customer's behalf and is empowered by the Customer to bind the Customer to this agreement and hereby indemnifies the Owner against at losses, costs and claims incurred by the Owner arising out of the person so signing this agreement not in lack having such power and/or authority.
- (b) This agreement replaces and supersedes all previously issued Conditions of Hire and Sale

12. PRIVACY

The Owner will comply with the National Privacy Principles in all dealings with customers, a copy of the Owners Privacy Statements available upon request.

Signature: _____ Date: _____

OFFICE USE ONLY

- (A) Insurance Yes/No
- (B) Credit Limit \$ _____
- (C) ABN Checked Yes/No
- (D) Licence Checked Yes/No
- (E) Deed of Guarantee and Indemnity Yes/No
- (F) Terms Granted if non-standard _____

Approved by: _____ Date Approved: / /