

Please detach this form, complete all details and forward directory to:

Ace Hire Australia Pty Ltd ABN: 47 070 798 917 t/as



ACE SCAFFOLDING SERVICES

Facsimile: (02) 4902 5251 or mail to PO Box 617, WARNERS BAY NSW 2282

APPLICATION FOR COMMERCIAL CREDIT – 30 DAY TRADING ACCOUNT

CUSTOMER'S BUSINESS OPERATED AS FOLLOWS:

Pty Ltd Company
 Sole Trader
 Limited/Partnership
 Individual
 Trust

CUSTOMER ACCOUNT DETAILS: (hereinafter referred to as the "Customer")

1. Account Name: _____ ABN: _____
 If Company, Reg Office Address: _____

2. Customers Trading Address: _____ Post Code: _____

3. Postal Address for Accounts: _____

4. Account Contact Inquiries: Name: _____ Title: _____
 Telephone No: _____ Fax No: _____ Mobile No: _____
 E-mail Address: _____ Website Address: _____

5. Are Trading Premises Owned: YES NO or Leased?: YES NO
 If Leased, Name of Agent: _____ Agent Phone No: (____) _____
 Lease Period From: _____ To: _____ How Long in Business: _____ Yrs _____ Mths

6. Details of Credit Applicant (**Delete as appropriate**) Name of Director(s) / Proprietor(s) / Partner(s) / Individual(s)

Full Name	Residential Address	Telephone No:	Driver Licence No:

7. Trade References: (Minimum of three (3) to be supplied to the dollar value of the credit limit requested)

Supplier	Branch	Facsimile No:	Average Monthly Purchases:

8. Bank: _____ Branch: _____ Acct No: _____

9. Builders Lic No: _____ Insurer: _____ Policy No: _____

I/WE THE CUSTOMER ACKNOWLEDGE AS FOLLOWS:

- COMMERCIAL CREDIT TERMS OF TRADE:** To having received the Commercial Credit Trading Terms which were attached to this application.
- PERSONAL GUARANTEE & INDEMNITY:** That if the Customer is a Company, then the Directors will execute the Personal Guarantee & Indemnity on the reverse of this application.
- DUTY OF DISCLOSURE:** The Customer warrants not to be in receipt of any information, notice or court proceedings that may lead to Bankruptcy, Appointment of an Administrator, Controller or Managing Controller, Receiver or Receiver Manager or Liquidator, and that the Customer does not intend to enter into any scheme of arrangement with creditors either formally through a court, or otherwise. Further the Customer warrants that none of its directors have been a director of a company placed in liquidation or administration, or has been declared a bankrupt or entered into an arrangement, under the Bankruptcy Act 1966 (as amended).
- PRIVACY ACT:** The Supplier acknowledges that all personal information collected by the Supplier shall be treated in accordance with the Privacy Act 1988, as amended by the Privacy Amendment (Private Sector) Act No 155 of 2000.

THIS IS TO CERTIFY: that I/We have read, understand and accept the Commercial Credit Terms of Trade, and further acknowledge that I/We understand and accept paragraphs 10-13 above, and that I/We are authorised to make this application on behalf of the Customer, and without undue pressure or unfair tactic, append my/our signature hereunto:

APPLICATION: *** NOTE: IF COMPANY SEE OVERLEAF FOR PERSONAL GUARANTEE & INDEMNITY ***

Signature:
Printed Name:
Signature:
Printed Name:

Date:
Position/Title:
Date:
Position/Title:

PERSONAL GUARANTEE, INDEMNITY & CAVEATABLE INTEREST CLAUSE

To: **Ace Hire Australia Pty Ltd, ABN: 47 070 798 917 t/as Ace Scaffolding Services**, (hereinafter referred to as "the Supplier").
In consideration of the Supplier supplying goods or services or both to the Customer referred to at the bottom of this form, the Guarantor(s) and Indemnifier(s) set out below hereby Guarantee and Indemnify to the Supplier due and punctual payment by the Customer of all monies which are now payable or may in the future become payable by the Customer to the Supplier for goods and services or both supplied from time to time by the Supplier to the Customer ("the secured moneys") **AND** it is hereby further agreed as follows:

1. The secured moneys shall include collection fees and legal costs incurred by the Supplier in connection with the default of the Customer.
2. The Supplier is at liberty without notice to us at any time and without in any way discharging us from any liability hereunder to grant time, waiver, release or other indulgence to the Customer and to accept from the Customer payment in cash, cheque, EFT or otherwise.
3. Nothing in this Guarantee and Indemnity is binding or conditional upon the Supplier continuing to supply goods or services or both to the Customer.
4. That the Supplier may exercise its rights under this Guarantee and Indemnity at any time and the Guarantor(s) and Indemnifier(s) shall pay the amount of any indebtedness of the Customer account to the date of any demand, forthwith upon receipt of a written demand, or its delivery to the last know address of each or all Guarantor(s) and Indemnifier(s). it shall not be a condition precedent to the issue of any such demand that the Supplier shall have exercised or exhausted its legal rights against the Customer.
5. The Guarantor(s) and Indemnifier(s) hereby guarantee and indemnify the Supplier against any losses or expenses whatsoever directly or indirectly arising from or by virtue of any default, whatsoever on the part of the Customer with respect to the secured moneys.
6. This Guarantee and Indemnity shall not be considered wholly or partially discharged by the payment at any time hereafter of any of the secured moneys or by an settlement of account and shall apply to the present and any future balance of the secured moneys.
7. This Guarantee and Indemnity shall be a continuing Guarantee and Indemnity to the Supplier for all debts whatsoever and wheresoever contracted with the Customer in respect of the goods or services or both supplied or to be supplied to the Customer.
8. The Guarantor(s) and Indemnifier(s) may revoke this Guarantee and Indemnity at any time. Such revocation shall be effective only upon its delivery to the Secretary of account of the Supplier at its registered address and shall become effective at the time of its actual receipt by the Secretary. Such notice of revocation shall only operate to discharge the Guarantor(s) and Indemnifier(s) from liability as to future dealing by the Customer with the Supplier after the said date of delivery.
9. That the Supplier shall be entitled at any time to assign its rights under this Guarantee and Indemnity to its successors, nominated transferees or assigns, (including but not limited to the principal contract), and further vary the Terms of Trade originally attached to the Commercial Credit Application of the Customer nominated below, without notice to the Guarantor(s) and Indemnifier(s), and that this Guarantee and Indemnity shall not be in any way affected or discharged pursuant to such assignment or variation.
10. That the Terms of this Guarantee and Indemnity are binding (if more than one) jointly on us and severally on each of us and shall not be affected not withstanding that one or more of the intended co-guarantor(s)/indemnifier(s) have not executed this Guarantee and Indemnity or that the Guarantee and Indemnity has been held to be ineffective or unenforceable against one or more of the Guarantor(s) and Indemnifier(s).
11. That in the event that the Customer is a company/business and the Guarantor(s) and Indemnifier(s) are not directors/proprietors then the Guarantor(s) and Indemnifier(s) certify that they have obtained independent commercial financial and legal advice prior to signing this personal Guarantee and Indemnity.
12. **CAVEATABLE INTEREST CLAUSE: In the event of default by the Customer**, and the Supplier exercises its rights under this Guarantee and Indemnity, then the Guarantor(s) and Indemnifier(s) hereby charge all their right, title and interest to any or all property(ies) now owned/partly owned, or may in the future become owned/partly owned, solely or jointly by the Guarantor(s) and Indemnifier(s) in favour of the Supplier, to better secure the monies outstanding, with the due and punctual observances and performances of all of the obligations of the Guarantor(s) and Indemnifier(s) hereunder. The Guarantor(s) and Indemnifier(s) acknowledges that the Supplier will at its discretion register a Caveat on such property in respect of the interest conferred on it under this clause. The Guarantor(s) and Indemnifier(s) further grant to the Supplier the right to appoint a Receiver to sell the property(ies).
13. The Guarantor(s) and Indemnifier(s) agree that the Supplier will seek from a Credit Reporting Agency, a Credit Report containing personal information about me/us to assess whether to accept me/us as a Guarantor(s) and Indemnifier(s) for Commercial Credit applied for, or provided to, the Customer.
14. I/We agree that if the Supplier approves the Customer's application for Commercial Credit, this agreement to seek credit reports from time to time, remains in force until the Commercial Credit facility covered by the Customer's application ceases.
15. **PRIVACY ACT:** The Supplier acknowledges that all personal information collected by the Supplier shall be treated in accordance with the Privacy Act 1988, as amended by the Privacy Amendment (Private Sector) Act No 155 of 2000.

This is to Certify that I/We have read, understood and accept the terms and conditions of this Personal Guarantee and Indemnity and without undue pressure or unfair tactic append my/our Signature hereunto. I/We acknowledge having received a copy of this said Personal Guarantee and Indemnity.

CUSTOMER NAME:

EXECUTED AS A DEED THIS

DAY OF

YEAR

SIGNED BY GUARANTOR:

NAME (print): _____

ADDRESS: _____

SIGNED BY GUARANTOR:

NAME (print): _____

ADDRESS: _____

SIGNED BY GUARANTOR:

NAME (print): _____

ADDRESS: _____

BRANCHES

- Head Office (02) 4902 5250
- Tomago (02) 4985 2999
- Gosford (02) 4323 3844
- Sydney (02) 9549 6999
- Geelong (02) 5275 8887
- Townsville 1800 625 922



COMMERCIAL CREDIT TERMS OF TRADE

AGREED TRADING TERMS – 30 DAYS

A reference to “the Supplier” means Ace Hire Australia Pty Ltd, ABN 47 070 798 917 t/as Ace Scaffolding Services. Please read the undermentioned terms carefully. If you do not understand these terms of trade you should seek legal advice.

1. The agreed trading terms are 30 days, i.e., payment is due **by the last working day of the month, following the month of Statement.**
2. **Settlement Discount.** Settlement discount only applies to certain goods as advised from time to time by the Supplier. **NOTE: NO Settlement Discount will apply unless all account monies are paid by the 8th day of the month following the month of purchase.**
3. The Customer hereby agrees and acknowledges that at the absolute discretion of the Supplier, an account keeping fee of 5% per month will be levied on any or all amounts in default of the agreed trading terms.
4. The Customer further agrees to indemnify the Supplier for any legal costs incurred by the Supplier (including but not limited to charges and commission charged by mercantile agents) in respect of this application, agreements, personal guarantees, securities given or other documentation required whilst credit is being offered in consequence of this application, and the Customer further agrees to indemnify the Supplier for any dishonoured cheque fees incurred and in the event that the Customer's account is in default of the agreed trading terms to indemnify the Supplier against its collection fees and legal costs.
5. The Supplier may withdraw credit facilities to the Customer at any time without notice. Without limiting the Suppliers rights to withdraw credit, the Supplier reserves the right to stop supply and place the account on hold until the account is returned to the agreed trading terms, and the Supplier agrees to recommence supply.
6. These Terms of Trade apply to all transactions from which the Customer is supplied goods and or services on credit. If any future contract between the Supplier and the Customer is inconsistent with these Terms of Trade, then these Terms of Trade will apply unless the subsequent contract refers to and specifically alters these Terms of Trade in writing.
7. Should there be any variation to any of the information supplied by the Customer in this application or in the structure of the Customer's business (such as a conversion to or from a company or trust or the appointment of new directors), the Supplier shall be notified in writing. Until a new application form is signed and approved in writing by the Supplier, then the original application and those person(s) who signed as guarantor(s) shall remain liable to the Supplier as though all goods and services were supplied to the original Customer.
8. The Supplier reserves the right to amend these trading terms, provided such amendments are conveyed to the Customer in writing. The Customer further acknowledges that such writing will be by ordinary mail to the address set out in this Commercial Credit Application, unless the customer advises in writing to the Supplier a new address, and this new address is acknowledged by return in writing by the Supplier.
9. The Supplier shall be entitled at any time to assign its rights under this Commercial Credit Application to its successors, nominated transferees or assigns, (including but not limited to, where applicable personal guarantees), and that these Terms of Trade shall not be in any way affected or discharged pursuant to such assignment.
10. **CAVEATABLE INTEREST CLAUSE:** In the event of Default of the agreed trading terms by the Customer, then the Customer by its Director(s)/Proprietor(s)/Partners/Individual(s), nominated on Page 1 of this application hereby charge all their Right, Title of Interest (if any) to any or all property(ies) now owned/partly owned, or may in the future become owned/partly owned, solely or jointly by the said Customer/Director(s)/Proprietor(s)/Partners/Individual(s) on Page 1 of this application in favour of the Supplier, to better secure the monies outstanding, with the due and punctual observance and performance of all of the obligations of the Customer hereunder. Such Customer acknowledges that the Supplier may at its discretion, register a caveat on such property in respect of the interest conferred on it under this clause. In the event that the Supplier is required to exercise its right under this clause, against the Customer, then the Customer grants to the Supplier the right to appoint a Receiver and sell the property(ies).
11. **RETENTION OF TITLE:** Until **ALL INVOICES** are paid in full, and **ALL MONIES** receipted and cleared, ownership of the goods remain with the Supplier, but the risk passes to the Customer on delivery. Delivery shall occur if the Supplier or its Agent delivers, on delivery, and or if the Customer or its Agent(s) takes delivery, at that point of delivery. Until the Supplier is paid in full, the relationship of the Customer to the Supplier shall be fiduciary in respect of the goods and the Customer shall hold the goods as bailee only for the Supplier. The Customer shall store the goods separately from its own until ownership has manifested in the Customer. Should the goods be on sold to a third party before payment, or in the event of the Appointment of an Administrator, Controller, Managing Controller, Receiver or Receiver Manager, or entry into an Informal/Formal Deed of Arrangement under the Bankruptcy Act of 1966 by the Customer, then the Customer hereby assigns to the Supplier its right of recovery of payment from the third party. The money(ies) resulting from the sale of the goods are to be specifically earmarked and placed in a separate account on trust for the Supplier, until payment in full is made to the Supplier for the cost of the goods only, to guarantee clear passage of ownership to the third party innocent purchaser.
In the event the Customer is in default of the agreed trading terms, then the Customer without reservation grants right of entry waiver to any or all properties under the Customers control, where the goods are reasonably expected to be stored. The Customer indemnifies and save harmless the Supplier, its servants or agents in relation to loss or damage as a result of the retaking of possession of the said goods. Further in the event the Supplier exercises its right of retaking possession of the said goods, the Customer grants power of sale to the Supplier to resell the said goods and the Customer acknowledges that any shortfall owing after the said goods are resold will be the responsibility of the Customer.
12. **TELEPHONE ORDERS:** All telephone orders are to be immediately confirmed in writing by the Customer. In the event the confirmation varies from that recorded and processed by the Supplier, then the Supplier's records shall prevail.
13. **FINANCIAL INFORMATION:** The Customer agrees to provide the financial information as is reasonably required by the Supplier from time to time, for the assessment of current and future credit limits only. The Supplier and the Customer further agree that such information shall be treated as strictly confidential and will not be disclosed to any third party(ies) without the express written permission of the Customer.
14. **SERVICE OF DOCUMENTS:** The Customers acknowledges that service of all documents will be by prepaid postal addressed envelope to the address nominated on this Commercial Credit Application form, unless a new address is provided by the Customer and such new address is acknowledged by return in writing from the Supplier. Note the Customer expressly acknowledges that service is deemed to be effected after the expiration of 2 working days from date of posting of the documents.
15. **PRIVACY ACT:** The Supplier acknowledges that all 'personal information' collected by the Supplier shall be treated in accordance with the Privacy Act 1988, as amended by the Privacy Amendment (Private Sector) Act No 155 of 2000.

HEAD OFFICE PH: (02) 4902 5250 FAX: (02) 4902 5251
12 ALHAMBRA AVENUE, CARDIFF NSW 2285 (PO BOX 617, WARNERS BAY NSW 2282)



Definitions: A reference to "plant" or "scaffolding" is hereinafter referred to as "equipment".

16. **QUOTES:** All quotes issued by the Supplier are valid for 30 days only. Quotations may be altered or withdrawn by the Supplier during this period.
17. **ORDER FORMS:** No equipment will be delivered without a written confirmation order from the Customer. In the event the Customer's order contains terms that are inconsistent with these Terms of Trade herein, then these Terms of Trade will prevail.
18. **RETURN OF, OR CANCELLATION OF AN ORDER:** In the event the Customer elects to return or cancel any order, then the Supplier reserves the right to charge a 15% cancellation fee. Further no return of, or cancellation of any hire order will be accepted without prior approval of the Supplier.
19. **PROVISION OF EQUIPMENT:** The Customer expressly acknowledges that all the equipment hired by the Customer is hired at the total risk of the Customer. Further the Customer indemnifies and saves harmless the Supplier, against all claims, loss expense whatsoever, howsoever arising, directly or indirectly for any consequential loss or maintenance, use or operation of the equipment by the Customer, or to any third party, or from any failure of the equipment whether defective or not, and whether or not known to the Supplier at any time during the supply of the equipment.
20. **PROVISION OF AN OPERATOR:** The Customer expressly acknowledges that it is the responsibility of the Customer to ensure that only fully licensed, qualified and certified operator(s), as per statutory requirement, including the requirements of Work Cover Authority, are authorised by the Customer to operate the equipment.
21. **SAFETY:** The Customer acknowledges that only fully trained and qualified personnel are used to assist the plant operator/scaffold erector as well as within the immediate area where the equipment is being operated. Further the Customer warrants that the Customer is fully aware of the correct and safe operation of the equipment.
22. **SERVICING OF PLANT:** The Customer acknowledges that it is the responsibility of the Customer to ensure that all plant is fully serviced and maintained as per the manufacturers requirements, during the period of hire. The Customer further acknowledges that all plant requiring service by the Supplier will be by appointment only. It is the responsibility of the Customer to ensure that all plant is made available at the appointed time. Failure to provide the plant at the appointed time will incur additional waiting time costs.
23. **SECURITY:** The Customer acknowledges that the security of all equipment during the period of hire, is the total responsibility of the Customer. The Customer further indemnifies the Supplier against any loss or damage relating to any event contributed to or caused by the failure of the Customer to ensure security of the equipment.
24. **INSURANCE TO BE PROVIDED BY THE CUSTOMER:** The Customer acknowledges that it is the responsibility of the Customer to ensure that all appropriate policy(ies) of insurance is/are held, and is/are current relating to the use of, and operation of the equipment on hire, for the full period of the hire, as well as personnel required to operate and maintain the equipment during the period of hire. In the event the correct policy(ies) of insurance are not held, then the Supplier shall be notified, and requested to provide the required policy(ies) of insurance, prior to the equipment leaving the Supplier's yard. All cost(s) associated with the provision of insurance, will be the total cost(s) of the Customer.
25. **REPAIR(S) TO PLANT:** The Customer acknowledges that the cost(s) of all repair(s), as a direct result of or incorrect use of, and or negligence of the Customer, will be by direct debit to the Customer's account.
26. **HIRING CHARGES:** Unless otherwise agreed in writing to the contrary, the Customer will pay the hiring charges at the rate referred to in the Supplier's price list current at the time at which the hiring commences.
27. **DELAYS:** The Supplier shall not be responsible for any delays, inconvenience or loss or any kind whatsoever incurred by the Customer due to any accident, breakdown or defect in the equipment or any part thereof or from any other cause whatsoever.
28. **HIRING CHARGES DELAYS:** The Supplier shall be entitled to charge hiring charges at the usual price list for any time during which the equipment is delayed either in travelling to or from or at the site at which the Customer desires the equipment to operate, so long as such delays result from any cause beyond the reasonable control of the Supplier. The Customer shall be responsible to pay for all delays caused by the Supplier obeying any instructions given by the Customer. Such delays shall be charged for by the Supplier as a hiring charge at the usual price-list hire rate.
29. **DAMAGES:** The Customer shall indemnify and keep indemnified the Supplier against all actions, demands, claims, suits, loss and or damages sustained by the Customer, as a result of any damage caused to the person or property of any person other than the Customer, as a result of the Supplier carrying out this contract, whether caused by any acts, defaults or negligence of the Supplier or otherwise.
30. **LOADING & UNLOADING:** The Customer shall be responsible for unloading and reloading the equipment at site and any driver, operator or flagman supplied by the Supplier of Customer shall be deemed to be under the Customer's control.
31. **ACCESS TO SITE:** The Customer at all times is responsible to ensure suitable access, and directions to site. Failure to provide adequate direction(s), which results in additional travelling time costs being incurred, will be debited direct to the Customer's account.
32. **BREAKDOWN OF PLANT:**
 - a. When any plant is hired without the Supplier's driver or operator, any breakdown or the unsatisfactory working of any part of the plant must be notified immediately to the Supplier by facsimile. Any claim for breakdown time will only be considered from the time and date shown on the facsimile at the time and date of receipt.
 - b. Full allowance will be made to the Customer for any stoppage due to breakdown of plant caused by the development of any inherent fault or fair wear and tear and for all stoppages for normal running repairs in accordance with the terms of the contract.The Customer shall be responsible for all expenses and all loss or damage incurred by the Supplier arising from any breakdown due to the negligence, misdirection or misuse of the plant, whether by the Customer, it's servants or agents, and for the payment of plant hire at the usual price-list hire rate during the period the plant is necessarily idle as a result of such breakdown. The Customer will be responsible for the cost(s) of repair(s) to the plant involved in breakdown from all other causes.
33. **CUSTOMER'S RESPONSIBILITY FOR LOSS AND DAMAGE:** During the continuance of the hire period, the Customer shall make good to the Supplier all loss of or damage to the equipment from whatever cause the same may arise, fair wear and tear excepted and shall also fully and completely indemnify the Supplier in respect of all claims by any person whatsoever for injury to person or property caused by or in connection with or arising out of the use of the plant and in respect of all costs and charges in connection therewith whether arising under statute or common law.
34. **COMMENCEMENT AND TERMINATION OF HIRE:** The hire period shall commence from the time when the equipment leaves the Supplier's depot or place where last employed and shall continue until the equipment is received back at the Supplier's named depot or alternate location, provided such distance is less than or equal to the distance to the named depot, and or where plant, other than registered on road plant, is delivered by the Supplier to the Customer, then it is the express responsibility of the Customer to notify the Supplier by telephone and in writing by facsimile, when the equipment is officially off hire, to ensure that equipment is returned promptly to the Supplier. Failure to notify the Supplier will result in additional hire costs being charged direct to the Customer's account for the time which the equipment remains in the control of or possession of the Customer.
35. **CLEANING OF EQUIPMENT:** It is the express responsibility of the Customer to ensure that all equipment hired is cleaned prior to the returning of the equipment to the Supplier. In the event the equipment is not cleaned prior to being off hired, then all costs associated with the cleaning of the equipment will be deducted from any security deposit held, and or charged direct to the Customer's account.
36. **GST:** GST will be charged where appropriate. The Supplier will issue a Tax Invoice for the purposes of GST. GST will be charged unless a signed exemption form is received in the approved prescribed manner as set down by the Australian Tax Office.
37. **GOVERNMENT CHARGES:** All fees and charges associated with the hire of equipment will be charged out as per the fees and charges charged by the appropriate State where the equipment is hired.
38. **JURISDICTION:** The Customer acknowledges that this contract shall be governed by the Laws of the State of New South Wales, and the Customer hereby agrees to submit to the non exclusive jurisdiction of the Courts of New South Wales.