



APPLICATION FOR CREDIT ACCOUNT

ABN: 16 095 884 441

Head Office Perth: 7 Mandurah Road Kwinana Beach WA 6167
Telephone: 08 9410 4700 | Fax 08 6314 1622 www.titanplanthire.com.au

I/We (in this document "the **Hirer**") hereby apply for credit facilities from **Titan Plant Hire Pty Ltd** ACN 095 884 441 (in this document "**Titan**") in accordance with the Credit Account Agreement set out below. In support of this application I/We submit the following information:

SCHEDULE

Date of Application:	
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A. HIRER'S DETAILS

<u>Head Office Information:</u>	
Entity Name:	
Trading As:	
Type of Entity: (please circle one)	Company Trust Sole Trader Other (specify)
Entity Details: (for eg, if trust, please provide type of trust, name of trustee and trust name. If a joint venture (JV), please provide names of all JV partners)	
ACN: (companies only)	
ABN:	
Telephone:	
Fax:	
Mobile:	
Web Address:	
Street Address:	
Postal Address:	
Description of business, no. of employees and date commenced:	
Main Sector(s): (please circle one)	Wholesale Manufacture Subcontractor Mining Mining Services Construction Other (specify)
Name of CEO (or equivalent position of authority):	
CEO Email:	



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<u>Accounts Payable Details:</u>	
Contact Name:	
Accounts Telephone:	
Accounts Fax:	
Accounts Email:	
Date cut off month end invoices:	
Invoices to be: (please circle one)	Posted Emailed Faxed
<u>Purchasing Details:</u>	
Contact Name:	
Purchasing Telephone:	
Purchasing Fax:	
Purchasing Email:	
Do you always issue PO numbers?	

B. DETAILS OF DIRECTORS/PARTNERS/SOLE TRADERS

<u>Person 1</u>			
Position: (please circle one)	Director Partner Sole Trader Director of Trustee Individual Trustee Other (specify):		
Name:			
Residential Address:			
Telephone (Home, Business, Mobile):	Home	Business	Mobile
Email:			
Date of Birth:			
<u>Person 2</u>			
Position: (please circle one)	Director Partner Sole Trader Director of Trustee Individual Trustee Other (specify):		
Name:			
Residential Address:			
Telephone (Home, Business, Mobile):	Home	Business	Mobile
Email:			
Date of Birth:			



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C. DETAILS OF TRUST: If this application is for a trust or if the person signing the application is a trustee please supply the following additional details:

Date Trustee Appointed:	
Date of creation of Trust:	
Net Trust Assets (\$):	

D. DETAILS OF COMPANY OR CORPORATE TRUSTEE: If this application is for a company or a corporate trustee please supply the following additional details:

Paid Up Capital (\$):	
Net Assets (\$):	

E. BUSINESS PREMISES:

Owned or Leased (please circle):	Owned Leased
Years at current premises:	
If leased, landlord's name:	
Landlord's telephone number:	

F. TRADE REFERENCES: companies with whom the Hirer is currently trading. At least three required:

Name:		Telephone:		Fax:	
Name:		Telephone:		Fax:	
Name:		Telephone:		Fax:	

G. FINANCIAL REFERENCE: bank or other lender. At least one required::

Name:		Telephone:		Fax:	
Name:		Telephone:		Fax:	

H. ACCOUNTANT:

Name:		Telephone:		Fax:	
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I. CREDIT LIMIT:

Credit Limit Requested:	
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TITAN USE ONLY

Credit Check Completed:	Yes No	Approved:	Yes No
Credit Limit Approved:		Customer Advised:	Yes No
Notes:			

PRIVACY ACT 1988 POLICY AND CONSENTS

Our privacy policy: We recognise that personal information is important to our customers. We are committed to safeguarding personal information and will always handle personal information securely and carefully. We are committed to complying with all applicable Australian Privacy Laws and to ensuring that our staff comply with these obligations.

Why we collect information: We collect personal information for a number of reasons including to assess our customer's credit worthiness, to complete transactions with our customers, to better understand our customer's requirements and preferences and to improve our service delivery.

How we collect information: We collect information from our customers when they order goods or services from us and when they apply for credit from us.

What information we collect: The personal information we collect includes the details set out in the Schedule above.

Who we may share information with: We may need to pass your personal details such as your name and address to companies who perform part of our service delivery. This includes credit providers, credit reporting agencies, delivery/freight companies, legal advisers, debt collectors and our sub-contractors. We may also disclose personal information as permitted under the *Privacy Act 1988* or to government authorities as required by law. In these circumstances, we will use reasonable endeavours to ensure that these third parties undertake to protect Hirer's privacy.

Credit specific information: The Hirer and each guarantor named in the attached Guarantee and Indemnity (each a **Guarantor**) consent to Titan contacting the trade and financial references, accountant and landlord (if applicable) listed above and also commercial credit reporting agencies to obtain and to disclose information about the business history and credit worthiness of Hirer and/or each Guarantor, to maintain a credit report about the Hirer and each Guarantor and for the purpose of managing the Hirer's credit account and collecting payments which are overdue. This information includes, as allowed under Section 18E(1) of the *Privacy Act 1988*:

1. identity details for Hirer and/or each Guarantor;
2. that fact that Hirer has applied for credit and the amount;
3. the fact that the Guarantors have offered to act as guarantor in respect of a credit facility or loan or application for a credit facility or loan;
4. the fact that Titan is a credit provider to Hirer;
5. details of payments overdue from Hirer for at least 60 days and for which collection action has commenced;
6. that credit provided to Hirer by Titan has been paid or otherwise discharged;
7. where applicable, information that, in the opinion of Titan, the Hirer or a Guarantor has committed a serious credit infringement (that is, fraudulently or shown an intention not to comply with their credit obligations); and
8. where applicable, details of cheques drawn by Hirer for \$100 or more which have been dishonoured more than once.

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

How to access your information: If you would like to access/update your personal information, write to us at the above address.

CREDIT ACCOUNT AGREEMENT

By signing or executing this credit account agreement (**Credit Account Agreement**) the Hirer and each Guarantor named in the attached Guarantee and Indemnity agrees and warrants that:

1. all information provided in the Schedule is true and correct and not incomplete in any material way;
2. it has read and understands Titan's Master Hire Agreement, a copy of which has been provided to Hirer and each Guarantor (and receipt of which is acknowledged);
3. by signing this Credit Account Agreement the Hirer and the Guarantor irrevocably agree to be bound by this Credit Account Agreement and the Master Hire Agreement without the need for further execution;
4. the Master Hire Agreement applies each time Titan hires equipment to Hirer;
5. the agreement between Hirer and Titan or between Guarantor and Titan does not include any terms or conditions of Hirer or a Guarantor (including on any purchase order);
6. the Master Hire Agreement may be varied from time to time by Titan via the procedure set out in the Master Hire Agreement;
7. the Hirer may only order goods and services on credit from Titan up to the credit limited granted by Titan from time to time in writing;
8. without prejudice to any of Titan's rights or any other remedies available to Titan, when the balance of the Hirer's account with Titan equals or exceeds the credit limit granted by Titan or if the Hirer is in default, Titan reserves the right to not supply any further goods or services to the Hirer, without notice to the Hirer, until a satisfactory payment is made to reduce the balance of the Hirer's account;
9. without prejudice to any of Titan's rights or any other remedies available to Titan, Titan is entitled at its sole discretion to:
 - a. immediately withdraw the credit facility granted to the Hirer at any time without prior notice to the Hirer or a Guarantor; and
 - b. terminate this Credit Account Agreement if the Hirer is in default and such default is not corrected within 7 days after notice of such default is given to the Hirer, either orally or in writing;



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10. the company, trust and/or each director, partner, individual, sole trader named in this credit account application is solvent and can pay its respective debts as and when due and that no steps have been taken to place any of them into bankruptcy, voluntary administration, liquidation, receivership or management;
11. that the person who signs this Credit Account Application is authorised to do so on behalf of the Hirer and hereby binds Hirer;
12. any omission by Titan to enforce any of the provisions of this Credit Account Agreement shall not operate as a waiver by Titan and will not prejudice the rights of Titan to enforce any of its provisions;
13. Hirer or Guarantor may not assign any obligation under this Credit Account Agreement without the written consent of Titan;
14. if any provision or part provision of this Hire Agreement is invalid, unenforceable or illegal then it shall be deemed to not operate until it is valid, enforceable and legal;
15. this Credit Account Agreement is governed by the law in force in Western Australia; and
16. if a credit account is paid by credit card, Titan accepts Visa, MasterCard and American Express only. American Express cards will attract a 3% processing charge.

Execution by Hirer if it is a company or corporate trustee

EXECUTED by the Hirer in accordance with Section 127 of the Corporations Act 2001 by authority of its directors:

If executed in capacity as a corporate trustee:

Name of trustee and trust

Signature of Director of company/corporate trustee

Signature of Director/Secretary of company/corporate trustee

Name of Director (block letters)

Name of Director/Secretary (block letters)

Execution by Hirer if it is an individual, partnership, individual trustee

SIGNED by the Hirer in the presence of:

Signature of Hirer (individual, partner or individual trustee)

Witness signature

Witness name

Witness address

Witness occupation

GUARANTEE AND INDEMNITY

It is Titan's policy that personal guarantees and indemnities must be provided for all credit facilities provided by Titan. **FAILURE TO SIGN THE GUARANTEE WILL RESULT IN NO CREDIT FACILITIES BEING GRANTED.** Titan recommends that you take independent legal advice as necessary. Guarantees and indemnities are required from each Director of the Hirer if it is a company however, failure by one or more directors to sign does not affect the liability of the director(s) who have signed. If there are more than two directors attach an additional signing page.

By signing the guarantee and indemnity below each signatory (each a **Guarantor**):

1. unconditionally and irrevocably jointly and severally guarantees to Titan as a principal debtor the:
 - a. payment of all moneys payable to Titan by the Hirer (the **Guaranteed Moneys**) as and when due; and
 - b. performance of all obligations now or in the future, actually or contingently, imposed on the Hirer, under the Credit Account Agreement and Master Hire Agreement referred to above;
2. unconditionally and irrevocably agrees as a principal debtor that, if for any reason the Hirer does not pay the Guaranteed Moneys to Titan as and when due, in whole or in part, the Guarantor will pay that amount to Titan on demand from Titan;
3. as a separate and additional principal liability, undertakes and agrees jointly and severally to indemnify and keep indemnified Titan from and against any loss, damage, cost, charge or expense whatsoever (including legal costs on a full indemnity solicitor client basis and all debt collection costs) that Titan may suffer as a consequence of:
 - a. the non payment of any of the Guaranteed Moneys by the Hirer, in whole or in part;
 - b. the non-performance of any obligation owed to Titan by the Hirer;
 - c. enforcing this guarantee and indemnity, including preparing and registering any caveat or mortgage; and/or
 - d. the liability of the Hirer to pay the Guaranteed Moneys to Titan being voidable or unenforceable in whole or in part, as a result of any lack of capacity, power or authority or any improper exercise of power or authority affecting the Hirer;
4. agrees that this guarantee and indemnity is a continuing guarantee and indemnity for all debts and obligations whatsoever and whensoever incurred by the Hirer to Titan;



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5. agrees that 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 Hirer, insolvency or bankruptcy or external administration of the Hirer, variation, substitution or release of the Hirer's obligations or those of any other Guarantor, taking or failure to take, register or enforce security from the Hirer or anyone else, failure of any person who may have been required to sign this document to do so or do so validly, and any omission to give notice to a Guarantors or anyone else;
6. agrees that the liability of each Guarantor under this guarantee and indemnity shall not be limited or affected by any credit limit granted or varied by Titan, either at the time the Credit Account Agreement is entered into or subsequently;
7. agrees that it must not without Titan's written permission and on terms as required by Titan exercise any right of subrogation or make any other claim they may have against or enforce any security against the Hirer until Titan has received payment in full of all Guaranteed Moneys;
8. agrees to not without Titan's written permission and on terms as required by Titan prove in any insolvency, receivership or administration of the Hirer until Titan has received payment in full of all Guaranteed Moneys;
9. hereby charges in favour of Titan (as security for payment of the Guaranteed Moneys) all of the Guarantor's estate or interest in any real property which the Guarantor now has or may hereafter have an interest and in all present and after acquired personal property and the proceeds arising in respect of any dealing in such property, and the Guarantor agrees and consents to:
 - a. Titan lodging and maintaining an absolute caveat or mortgage over such real property; and
 - b. Titan effecting and maintaining a registration on the Personal Property Securities Register (PPSR) over that personal property in any manner Titan considers appropriate pursuant to this guarantee and indemnity, including registering a financing statement or financing change statement as required by Titan, and the Hirer waives the right to receive notice of a verification statement in relation to such registration;
10. agrees to do all things required by Titan to register an absolute caveat or mortgage over that real property or a PPSR registration over that personal property and irrevocably appoints any director of Titan to be Guarantor's true and lawful attorney to execute and register such instruments;
11. agrees that a certificate signed by a Director of Titan shall be prima facie evidence of the amount of the Guaranteed Moneys owed by the Hirer to Titan at the date of the certificate;
12. agrees that this guarantee and indemnity binds the Guarantor personally as a principal debtor and puts the personal assets of the Guarantor at risk;
13. agrees that it has had the opportunity of seeking independent legal advice before signing this guarantee and indemnity, and warrants that it understands this guarantee and indemnity and has freely signed this guarantee and indemnity;
14. consents to the *Privacy Act 1988* Policy and Consents disclosures as referred to above;
15. agrees that if any provision or part provision of this guarantee and indemnity is invalid, unenforceable or illegal then it shall be deemed to not operate until it is valid, enforceable and legal;
16. agrees that this guarantee and indemnity is enforceable in full by Titan even though it is signed only by one or more Guarantors;
17. agrees that this guarantee and indemnity is governed by the law in force in Western Australia; and
18. agrees that words that are defined in the Master Hire Agreement have the same meaning in this document.

SIGNED by Guarantor 1 in the presence of:)
)
)

 Guarantor 1 name _____
 Guarantor 1 signature

 Guarantor 1 address _____
 Date

 Witness signature _____
 Witness address

 Witness name _____
 Witness occupation

SIGNED by Guarantor 2 in the presence of:)
)
)

 Guarantor 2 name _____
 Guarantor 2 signature

 Guarantor 2 address _____
 Date

 Witness signature _____
 Witness address

 Witness name _____
 Witness occupation