



# APPLICATION FOR CASH 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 to open a cash account with **Titan Plant Hire Pty Ltd** ACN 095 884 441(in this document "**Titan**") in accordance with the Cash Account Agreement set out below. In support of this application I/We submit the following information:

## SCHEDULE

Date of Application:	
----------------------	--

### A. HIRER'S DETAILS

<b><u>Head Office Information:</u></b>	
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:	



# APPLICATION FOR CASH 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

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

## B. DETAILS OF DIRECTORS/PARTNERS/SOLE TRADERS

<b><u>Person 1</u></b>			
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:			
<b><u>Person 2</u></b>			
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:			



# APPLICATION FOR CASH 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

**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 (\$):	

**TITAN USE ONLY**

Credit Check Completed:	Yes   No	Cash Account Approved:	Yes   No
Customer Advised:	Yes   No		
Notes:			



# APPLICATION FOR CASH 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

## 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 to open an account with 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.

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

## CASH ACCOUNT AGREEMENT

By signing or executing this cash account agreement (**Cash 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 Cash Account Agreement the Hirer and the Guarantor irrevocably agree to be bound by this Cash 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. it understands that early return or off-hire of Equipment is not permitted for Equipment hired pursuant to a cash account;
8. the Hirer must pay in advance for all goods and services required from Titan. Payment for the agreed Hire Period as stated in the Hire Schedule is required prior to release of the Equipment to Hirer. Titan will also charge a \$2000 bond to the Hirer's credit card to cover potential damage to the Equipment and failure of the Hirer to return the Equipment by the end of the agreed Hire Period. This bond will be refunded to the Hirer if the Equipment is returned undamaged on the Expected Return Date. The bond will not be refunded to the extent amounts are owed to Titan in accordance with the Master Hire Agreement;
9. Titan may keep the below credit card details on file and charge against the credit card any owing amounts owing to Titan in accordance with the Master Hire Agreement including but not limited to extended hire, missing items or accessories and damage caused by Hirer;
10. the company, trust and/or each director, partner, individual, sole trader named in this cash 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 cash 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 Cash 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 Cash Account Agreement without the written consent of Titan;
14. if any provision or part provision of this Cash Account Agreement is invalid, unenforceable or illegal then it shall be deemed to not operate until it is valid, enforceable and legal;
15. this Cash Account Agreement is governed by the law in force in Western Australia; and
16. words that are defined in the Master Hire Agreement have the same meaning in this document.

Name on Card: \_\_\_\_\_ Card Type: \_\_\_\_\_

Card Number: \_\_\_\_\_ Card Expiry: \_\_\_\_\_ / \_\_\_\_\_

Signature of cardholder: \_\_\_\_\_

Titan accepts Visa, MasterCard and American Express only. American Express cards will attract a 3% processing charge.



# APPLICATION FOR CASH 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

## 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 cash accounts provided by Titan. **FAILURE TO SIGN THE GUARANTEE WILL RESULT IN NO CASH ACCOUNT 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 Cash 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;
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 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;

