



Rock Breakers & Equipment Hire Pty Ltd

ACN 161 202 866

APPLICATION FOR 30 DAY CREDIT ACCOUNT

BUSINESS DETAILS

Name of Company ACN
Trading name ABN
Trading address Postcode
Postal address Postcode
Email Phone
Nature of business Commencement date
Business is conducted as: Sole Trader Partnership Private Co. Public Co.
Business premise: Owned Leased
Name and address of previous business (if any)
Current Financial Institution Branch Since
Monthly credit applied for (approx) \$ Order number required

FULL NAMES AND ADDRESSES OF PROPRIETOR, PARTNERS OR DIRECTORS

Name Position Mobile
Address Owned Rented Years
(If less than 5 yrs) Prior address Owned Rented Years
Name Position Mobile
Address Owned Rented Years
(If less than 5 yrs) Prior address Owned Rented Years
Name Position Mobile
Address Owned Rented Years
(If less than 5 yrs) Prior address Owned Rented Years

TRADE REFERENCES (financial institutions not included)

It is agreed that Rock Breakers & Equipment Hire Pty Ltd may seek from and give to these referees or any credit providers named in our credit report, any credit information required in assessing credit worthiness.

1. Email Phone
2. Email Phone
3. Email Phone

TERMS OF TRADING AND CONDITIONS OF CREDIT

I / We _____ apply for credit on the following terms and conditions:
(Company name applying for credit)

All the above information is for the purpose of obtaining credit and is warranted to be true and correct.

Any change which affects Company's trading address, legal entity, structure of management or control of the applicant will be notified to Rock Breakers & Equipment Hire in writing within 7 days of the change becoming effective.

Unless otherwise stated in this application the subject business is not structured on a trusteeship involving discretionary unit or family trusts.

The terms of payment negotiated are strictly adhered to, 30 days from end of month. Full payment must be received by the credit grantor no later than 30 days end of month from invoice/statement date.

Credit facilities may be withdrawn without notice on overdue accounts at the Rock Breakers & Equipment Hire's discretion.

Any amount that is not paid within the agreed terms of payment, interest may be charged at the prevailing overdraft rate per month on the amount overdue from the period due date until payment is made in full.

In the event of this credit account ever being placed in the hands of a debt collector or solicitor for formal demand and collection of any monies outstanding, then it is agreed that the Debtor will pay all fees and disbursements which may be levied by that debt collector/solicitor.

Terms and conditions of this agreement and the construction and interpretation of it shall be governed by the laws of the State of Victoria in force for the time being and from to time, and the parties irrevocably submit generally and unconditionally to the jurisdiction of the Courts of Victoria in respect of claims, proceedings and matters arising out of or in respect of the said agreement.

Should the Company require this credit application to be supported by a guarantee in the Company's standard format, the applicant undertakes to have the guarantee completed to the Company's satisfaction and bound by its terms.

Company grants a security interest in the Equipment to Rock Breakers & Equipment Hire to secure payment of the Secured Money and waives its right to receive notice of verification statements upon registration.

For the purpose of interpretation, credit is provided for the purpose of carrying on or establishing a trade, business or profession.

For the purpose of assessing this application, Rock Breakers & Equipment Hire may access Company's and/or its directors commercial and consumer credit files (if considered relevant) with a credit reporting agency. In assessing these files the information provided on this application may be disclosed to a credit reporting agency.

Rock Breakers & Equipment Hire standard Hire Contract Terms and Conditions apply.

PRIVACY PROTECTION INFORMATION

Acknowledgment & Consent to Rock Breakers & Equipment Hire; I / We understand that Section 18E(c) of the Privacy Act allows you to give a credit reporting agency certain personal information about me/us which I / we authorise you to do. The information, which may be given, is covered by Section 18E (1) of the Act.

Authority to Obtain Credit Information

I / We authorise you to obtain from a credit reporting agency:

- A credit report containing personal credit information about me / us for the purpose of assessing an application by me / us or my/our company / firm for commercial credit.
- Other information relating to my / our commercial credit activities.
- a credit report containing personal information about me/us for the purpose of the collection of overdue payments in respect of commercial credit which you have provided to me/us or my / our company / firm;
- A credit report containing personal credit information about me / us for the purpose of assessing whether to accept me/us as a guarantor.

Authority to Exchange Information with Other Credit Providers

I / We authorise you to give to and obtain from:

- credit providers named in my / our credit application;
- any agent of yours that is deemed to be a credit provider pursuant to Section 11B(5) of the Act;
- any credit provider that may be named in a personal or commercial credit report issued by a credit reporting agency or a commercial reporting agency respectively;
- information about my / our personal or commercial credit arrangements which can include information about my / our credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to give or receive from each other under the Privacy Act, 1988 and the information may be given and used for purposes that include the following:
 - to assess an application by me / us for personal or commercial credit;
 - to assist me / us avoid defaulting on my / our credit obligations;
 - to notify other credit providers of a default by me / us;
 - to assess my / our credit worthiness; and
 - to assess my / our position if I / we fall into arrears.

Name and signatures of individuals giving their consent:

Name _____ Signature _____

Name _____ Signature _____

Name _____ Signature _____

Date ____ / ____ / ____

COMPANY DIRECTORS GUARANTEE

In consideration of Rock Breakers & Equipment Hire agreeing to provide any goods or services on behalf of the company

(Company name)

I/We

(Director)

(Director)

(Director)

of _____
(Address)

hereby undertake to pay all monies owing and falling due on behalf of the said company. This agreement shall be a continuing guarantee to you for all debts whatsoever and whensoever contracted by the said company with you.

I/We agree that Rock Breakers & Equipment Hire may seek from a credit reporting agency a credit report on me/us to assess whether to accept me/us as a guarantor for the credit applied for.

Dated the _____ day of _____ 20 _____

(Signature)

(Signature)

(Signature)

Witness: _____ Address: _____

CREDIT OFFICE USE ONLY: Account approved YES NO Authorised by _____ Date _____