



**CREDIT ACCOUNT APPLICATION**

Company Name:		
Trading As:		ACN:
Business Address:		ABN:
	Postcode:	Phone:
Postal Address:		Fax:
	Postcode:	Email:
Type Of Business:	Years Operating:	Mobile:
Credit Limit Requested:	Bank:	Branch:
Accounts Payable Contact:		Phone:
Address Of Registered Office:		
Business Structure:	<input type="checkbox"/> Company <input type="checkbox"/> (Private <input type="checkbox"/> or Public <input type="checkbox"/> ) <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Trader <input type="checkbox"/> Trust <input type="checkbox"/>	

Names and Private Addresses of Directors and Partners		
Name:	Date of Birth:	Driver's Lic:
Private Address:		Phone:
	Postcode:	Position Held:
Name:	Date of Birth:	Driver's Lic:
Private Address:		Phone:
	Postcode:	Position Held:

Trade References (three required)		
Company Name:	Branch:	
Contact:	Phone:	Fax:
Company Name:	Branch:	
Contact:	Phone:	Fax:
Company Name:	Branch:	
Contact:	Phone:	Fax:

**PAYMENT TERMS** are as set out in the Westside Hire Pty Ltd Terms & Conditions. All accounts are due and payable 30 days after the end of each month in full as per invoice. Credit may be cancelled or suspended without notice if accounts are not paid by due date. An account keeping fee and interest may be charged for overdue accounts. Any costs incurred in the collection of an outstanding account, including commission, legal expenses, default recovery costs and other incidentals, will be added to the outstanding account. We authorise Westside Hire Pty Ltd to conduct credit checks with those references listed above.

The customer and the director hereby acknowledge receipt of a copy of this agreement and upon acceptance by Westside Hire Pty Ltd by way of written notice or the supply of services, agreed to be bound by the Terms of this Credit Application and accept the Terms and Conditions.

**THIS IS A LEGAL DOCUMENT AND LEGAL ADVICE SHOULD BE OBTAINED BEFORE SIGNING.**

Name:	Date:	Position Held:
Signed: _____ I warrant that all information provided in connection with this application is true and correct.		
<b>I am authorised to and submit this account application.</b>		



**CLIENT INFORMATION**

Company Name:	Date:
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Please assist us with the following information to enable us to provide you with the highest level of service available in hire.

Contact Details - Job Bookings

Name:	Phone:
Email:	Mobile: Fax:

Contact Details - Invoice Approvals

Name:	Phone:
Email:	Mobile: Fax:

Contact Details - Accounts Payable

Name:	Phone:
Email:	Mobile: Fax:

Invoicing Details - How would like your invoices to be sent?

<input type="checkbox"/> Email	To:
<input type="checkbox"/> Fax	To:
<input type="checkbox"/> Post	To:

<b>Insurance &amp; Damage Waiver Excess:</b>	<b>Damage Waiver Excess Applies:</b> (a) The Hirer shall pay the Owner: (i) an amount equal to 12% of the Fee; (ii) the Owner's insurance policy excess in relation to or arising from any Claim; (b) the Hirer must promptly submit a written police report; (c) The Hirer must take all reasonable precautions to maintain and safeguard the Plant; and (d) <b>The Damage Waiver is subject to clause's 5 &amp; 6 of the Hire Terms and Conditions, attached.</b> .....Hirer's signature	<b>Damage Waiver Does NOT Apply.</b>  The Hirer must produce a valid and current certificate of insurance pursuant to the Owner's general hire terms and conditions.  ..... <b>Hirer's signature</b>
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What customer supplied information would you like to see on your invoices to make approval and payments easier for you?

- Person ordering the equipment.
- Your company Purchase Order number.
- Delivery details.
- Your Project details.

Currently we invoice weekly, and invoices are sent out on the following Monday. Does this method of invoicing meet your requirements?

- Yes.       No.

Comments:
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Westside Hire Representative:	Branch:
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Thank you for taking the time to complete these forms and considering Westside Hire. Our goal is to exceed your expectations.



The following terms and conditions shall apply at all times and you must first complete and sign this Account Application and such other documents as Westside Hire Pty Ltd may reasonably require from time to time. If Westside Hire Pty Ltd opens an account for you, on every occasion that you hire plant from Westside Hire Pty Ltd you will be bound by the following terms and conditions.

**Westside Hire Pty Ltd is not obliged to hire plant and equipment to you unless you comply with these conditions and you discharge your obligations at all times. Each Quotation is not a separate contract but forms a part of a single contract between you and Westside Hire Pty Ltd.**

### ACCOUNT TERMS AND CONDITIONS

1. In this Account Application and these Account Terms and Conditions “**you**” and “**Customer**” means the person or entity making this account application.
2. The terms and conditions of the contract between you and Westside Hire Pty Ltd are set out in Westside Hire Pty Ltd’s:
  - a. Account Application;
  - b. Hire Terms and Conditions
 And regulate the essential trading terms (including the extension of credit) by Westside Hire Pty Ltd to the Customer (“**Contract Terms**”). The Contract Terms include the information recorded in the Account Application and shall apply on every occasion that you hire plant and equipment from Westside Hire Pty Ltd and constitute the terms of the contract between you and Westside Hire Pty Ltd (“**Contract**”). The Contract Terms are published at [www.WestsideHire.com.au](http://www.WestsideHire.com.au) or displayed at premises from which Westside Hire Pty Ltd operates. In the case of any ambiguity or inconsistency between any of the documents comprising the Contract Terms, that ambiguity or inconsistency shall be resolved in the discretion of Westside Hire Pty Ltd.
3. Westside Hire Pty Ltd may in its absolute discretion:
  - a. decline to hire plant and equipment to you at any time;
  - b. charge Interest at a rate fourteen percent (14%) per annum for overdue accounts together with an overdue account keeping fee.
  - c. amend these terms and conditions at any time and from time to time (“**amendment**”) by giving notice of the amendment to you. Notice is deemed given (whether or not actually received) when Westside Hire Pty Ltd:
    - i. sends notice of the amendment to you at any address supplied by you (including an email address);
    - ii. publishes the amendment on its website [www.WestsideHire.com.au](http://www.WestsideHire.com.au); or
    - iii. displays the amended terms at premises from which Westside Hire Pty Ltd operates.

If Westside Hire Pty Ltd does any of the things mentioned in this clause it will not affect the Contract Terms that apply at that time to any amounts the Customer owes to Westside Hire Pty Ltd.

4. A statement in writing setting out the moneys due or owing to Westside Hire Pty Ltd and signed by an authorised officer of Westside Hire Pty Ltd shall be sufficient evidence of the amount due or owing at the date of the statement and until the contrary is proven.
5. **You must**, without any deduction or set off, all amounts owing to Westside Hire Pty Ltd in accordance with the Contract Terms and:
  - a. Pay any stamp duty assessed on the Contract Terms and any fee to register or maintain any security interest held by Westside Hire Pty Ltd in respect of plant and equipment supplied to the Customer;
  - b. inform Westside Hire Pty Ltd in writing on the occurrence of any act of insolvency by, any change of name ABN or ACN, ownership in or control of the Customer. Despite any such event the Customer shall remain liable to pay all amounts owing to Westside Hire Pty Ltd.
6. All warranties and conditions are excluded to the full extent permitted by law. This clause does not affect any rights the Customer may have at law to the extent that those rights may not be lawfully excluded or modified by contract.
7. Subject only to clause 6:
  - a. Westside Hire Pty Ltd’s total liability arising out of or in connection with its performance of its obligations or arising out of or in connection with the supply of the Plant (including pursuant to or for breach or repudiation of the Contract Terms, under statute, in equity or for tort, including negligent acts or omissions) is limited to any one or more of the following
    - i. replacement of the Plant or the supply of equivalent Plant;
    - ii. repairing the Plant;
    - iii. payment of the cost of replacing the Plant;
    - iv. payment of the cost of having the Plant repaired;
  - b. Westside Hire Pty Ltd shall have no liability to the Customer for any Consequential Loss. “**Consequential Loss**” includes:
    - i. loss of use, opportunity, profit, revenue, expected savings, special or indirect loss or damage;
    - ii. increased financing costs or expenses;
    - iii. loss arising from delay; or
    - iv. any other consequential loss, expense or damage
 whether or not the possibility or potential extent of the loss or damage was known or foreseeable, and whether arising from a claim under indemnity, contract, tort (including negligence), statute or otherwise.

Name:	Date:	Position Held:
Signed: _____ I warrant that all information provided in connection with this application is true and correct.		
<b>I am authorised to and submit this account application.</b>		



### CUSTOMERS WHO ARE TRUSTEES

If the Customer is a trustee then it is and shall remain personally liable for the performance of all obligations and undertakings under the Contract and:

1. warrants that:
  - a. it is authorised by the trust deed, the instrument settling the trust or the powers of the trust (“Trust Deed”) to enter into the Contract;
  - b. Westside Hire Pty Ltd’s rights of recourse shall extend to both to the Customer’s assets personally and the assets held upon trust;
2. the Customer’s rights of indemnity against the trust assets shall not exclude whether by the terms of the trust, by any breach of trust or otherwise and the Customer shall not release or otherwise prejudice such rights of indemnity.
3. upon request shall forward to Westside Hire Pty Ltd a copy of its Trust Deed including all amendments and material documents concerning the Trustee’s appointment and powers.

### SECURITY

As security for any amounts due to Westside Hire Pty Ltd from time to time, the Customer charges all of its legal and equitable interest (both present and future) in any and all property (or whatever nature including land) to Westside Hire Pty Ltd and consents to Westside Hire Pty Ltd registering all documents (including a caveat) to protect its interests pursuant to this charge. Without limiting the generality of this clause the Customer shall, on request by Westside Hire Pty Ltd, execute any documents and do all things reasonably required by Westside Hire Pty Ltd to perfect this charge and indemnify Westside Hire Pty Ltd against all costs and expenses incurred by Westside Hire Pty Ltd in connection with or arising from the preparation and registration of any documents needed to perfect this charge.

### GOVERNING LAW

1. The Contract is governed by the laws of Western Australia and the parties submit to the non-exclusive jurisdiction of the courts of that state, except that if:
  - a. this contract constitutes a payment claim under Building and Construction Industry Law; and
  - b. Westside Hire Pty Ltd takes action against the Customer under a Building and Construction Industry Law; then the parties shall submit to the jurisdiction of the courts of the State in which the action is taken pursuant to the applicable Building and Construction Industry Law.
2. “**Building and Construction Industry Law**” means the Construction Contracts Act 2004 Western Australia.

### AUTHORISATION

By executing this Account Application the Customer and (each of) the Guarantor(s) authorise(s) Westside Hire Pty Ltd and its related bodies corporate (as defined in the Corporations Act 2001) at any time and from time to time (including after the termination of the Customer’s account) to:

- a. make enquiries concerning information with or about credit providers, credit reporting agencies and third parties named in documents (including pdf and digital records of any description);
- b. disclose or exchange any information(including information obtained through those credit providers, credit reporting agencies and third parties) with credit providers, credit reporting agencies and third parties.

In this clause ‘**information**’ includes information about the Customer’s credit, credit history, commercial activities, commercial credit-worthiness and any matters arising from such information.

Name:	Date:	Position Held:
Signed: _____	I warrant that all information provided in connection with this application is true and correct.	
<b>I am authorised to and submit this account application.</b>		



**GUARANTEE AND INDEMNITY**

**IF YOU ARE NOT A PUBLICLY LISTED COMPANY OR A GOVERNMENT CONTROLLED ENTITY EVERY DIRECTOR MUST SIGN THIS GUARANTEE AND INDEMNITY UNLESS YOU CHOOSE TO PAY BY DIRECT PAYMENT OPTION VIA YOUR CREDIT CARD OR BANK ACCOUNT.**

**This guarantee shall remain in full force and effect until the whole of the moneys owing to Westside Hire Pty Ltd by the Customer have been fully paid and all obligations arising from the Contract Terms have been fully performed and satisfied.**

1. The Guarantor(s) request(s) Westside Hire Pty Ltd to enter into the Contract and supply plant and equipment to the Customer from time to time in accordance with the Contract Terms and in consideration of the Guarantor(s) providing the assurances and discharging its obligations arising from this guarantee. The Guarantor(s) acknowledge(s) that the Customer will receive a valuable commercial benefit as a result of the Contract and that the Contract Terms may change from time to time and at any time. It is and shall remain the Guarantor(s) responsibility to inform itself of any changes to the Contract Terms.
2. In consideration of Westside Hire Pty Ltd supplying plant and equipment to the Customer in accordance with the Contract Terms, the Guarantor(s) jointly and severally irrevocably and unconditionally guarantee(s) to Westside Hire Pty Ltd the performance of the Contract and all obligations that the Customer owes or may owe to Westside Hire Pty Ltd from time to time and at any time. This guarantee shall continue until all amounts owed by the Customer to Westside Hire Pty Ltd have been paid in full and the Contract has been lawfully discharged.
3. The Guarantor(s) shall be treated as principal debtor(s) to Westside Hire Pty Ltd and:
  - a. be bound jointly and severally by this guarantee;
  - b. indemnify Westside Hire Pty Ltd for all loss it may suffer due to or arising from any failure for any reason by the Customer to satisfy its obligations and liabilities to Westside Hire Pty Ltd;
  - c. shall not prove in any insolvency of the Customer without Westside Hire Pty Ltd's consent.
4. This guarantee shall not in any way be affected by any amendment of the Contract Terms or:
  - a. Westside Hire Pty Ltd extending or refusing further credit to the Customer or:
    - i. granting time or any indulgence to any one or more of the Customer or the Guarantor(s);
    - ii. accepting any composition from or making any other arrangements with any one or more of the Customer or the Guarantor(s) without releasing or discharging the remaining Guarantors (if any);
  - b. the Customer's insolvency; or
  - c. any other thing that would otherwise discharge or prejudice the Guarantor(s) liability as guarantor(s) pursuant to this guarantee.
5. If the Customer is a partnership or trustee no change in the constitution of the partnership or the terms of the trust shall affect, impair or discharge the liability of the Guarantor(s) under this guarantee.
6. As a separate obligation the Guarantor(s) shall indemnify Westside Hire Pty Ltd against any liability (including but not limited to damages, costs, losses and legal fees incurred by or assessed against Westside Hire Pty Ltd) in connection with or arising from:
  - a. the supply of plant and equipment to the Customer;
  - b. the recovery of moneys owing to Westside Hire Pty Ltd by the Customer including but not limited to collection costs, legal costs any other costs or expenses incurred by Westside Hire Pty Ltd in the enforcement of the Contract Terms or this guarantee;
  - c. any amount paid by Westside Hire Pty Ltd with the Customer's consent in settlement of a dispute between or any one or more of Westside Hire Pty Ltd, the Customer and a third party.
7. If any payment received or recovered by Westside Hire Pty Ltd is avoided by law such payment shall be deemed not to have discharged the liability of the guarantor(s), and the guarantor(s) and Westside Hire Pty Ltd shall each be restored to the position they would have been in had no such payment been made.
8. No failure by any Guarantor(s) to properly execute this guarantee shall impair or limit the liability of any guarantor(s) and this guarantee shall bind and continue to bind each of the signatories notwithstanding that one or more of the persons named as a guarantor may never execute this guarantee.
9. The Guarantor(s) have been advised and given the opportunity to obtain independent legal advice before executing this guarantee and have taken such advice as they consider appropriate.

<b>GUARANTOR:</b> ..... (Signature) .....(Date) <b>EXECUTED AS A DEED</b>	..... (Name) ..... (Date of Birth) ..... .....(Address)
<b>GUARANTOR:</b> ..... (Signature) .....(Date) <b>EXECUTED AS A DEED</b>	..... (Name) ..... (Date of Birth) ..... .....(Address)
<b>GUARANTOR:</b> ..... (Signature) .....(Date) <b>EXECUTED AS A DEED</b>	..... (Name) ..... (Date of Birth) ..... .....(Address)



**DIRECT PAYMENT OPTION**

You authorise Westside Hire Pty Ltd to charge the following credit card or bank account as nominated (*complete at least one*), for all moneys owed to Westside Hire Pty Ltd:

VISA: <input type="checkbox"/>	MASTERCARD: <input type="checkbox"/>	DINERS: <input type="checkbox"/>	AMEX <input type="checkbox"/>	OTHER <input type="checkbox"/>
..... (Card No)	..... (Card No)	..... (Card No)	..... (Card No)	..... (Card No)
..... (Expiry Date)	..... (Expiry Date)	..... (Expiry Date)	..... (Expiry Date)	..... (Expiry Date)
..... (Cardholder Name)	..... (Cardholder Name)	..... (Cardholder Name)	..... (Cardholder Name)	..... (Cardholder Name)

**Or**

Bank:	Account Name:	BSB No.:	Account No.:
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.....  
(Signature)

.....  
(Date)

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