



CREDIT ACCOUNT APPLICATION

Company Name:

A.B.N.: A.C.N.:

Trading as:

Business Address:

Registered Office:

Postal Address:

Phone No: Fax No: Mobile No:

Email Address: Date Business Commenced:

Bank Name: Address:

This organization is a (please tick): Company Partnership Sole Trader

Monthly Credit Limit Requested: \$.....

TRADE REFERENCES (please supply four current Trade accounts)

Company Name:	Address:	Tel No:	Fax No:
1.
2.
3.
4.

TERMS AND CONDITIONS

1. **Terms**
 - a. Terms of credit are strictly thirty days nett from the end of the month of the date of invoice. (ie: invoices billed in March 2008, are due for payment by 30 April 2008).
 - b. Should any credit facilities provided become overdue or be exceeded, all such facilities may be immediately suspended and trading will revert to C.O.D.
 - c. If the account exceeds the thirty days nett account period, equipment and/or goods may not be dispatched until the account is brought into the agreed thirty days nett period, unless otherwise agreed to by KB Hire & Sales Pty Ltd.
 - d. In the event of any part of the credit account becoming overdue, the whole of all monies outstanding on the account shall become due and payable immediately, irrespective of any arrangements made in respect of individual items within the total account.
 - e. KB Hire & Sales Pty Ltd may, at its discretion, charge interest at a rate of 10% per annum, charged on a monthly basis, on all overdue amounts.
 - f. Any overdue account may be referred to a debt collection agency or solicitor for legal recovery action after failure of negotiation with the respective client. Any and all legal costs incurred by KB Hire & Sales Pty Ltd, including collection agents commissions up to 20%, interest charged and other collection agents' fees generated in the course of recovery of monies owed to KB Hire & Sales Pty Ltd by the Applicant, may be charged against the Applicant/s.
 - g. Credit facilities may be withdrawn or varied by KB Hire & Sales Pty Ltd at any time at its absolute discretion.
2. **Contract of Hire**
The conditions and the particulars set out in this document govern the terms and/or conditions for the hire of the equipment and/or goods to the Applicant.
3. **Applicant's Decision to Hire**
The Applicant has inspected the equipment and/or goods to be hired by the Applicant prior to taking possession of the equipment and/or goods and:
 - a. is satisfied that the equipment and/or goods to be hired by the Applicant are clean, in good repair and in safe condition;
 - b. is satisfied with the instructions given by KB Hire & Sales Pty Ltd and/or its representatives and/or agents in the proper and safe manner of operation and use of the equipment and/or goods to be hired by the Applicant, and is familiar with the safe and proper operation and use of the equipment and/or goods as supplied by KB Hire & Sales Pty Ltd;
 - c. is relying on the Applicant's own judgement in hiring any and all equipment and/or goods from KB Hire & Sales Pty Ltd, and their use, and not on any representation, advice, skill or judgement of KB Hire & Sales Pty Ltd and/or its representatives and/or agents;
 - d. no warranty is given by KB Hire & Sales Pty Ltd and/or its representatives and/or agents that the equipment and/or goods are suitable for their intended purpose by the Applicant;
 - e. This Credit Account Application contains no express or implied warranties by KB Hire & Sales and/or its representatives and/or agents, other than those which appear in this Credit Account Application or are implied by law.
4. **Use of Equipment**
The Applicant agrees that any and all equipment and/or goods hired from KB Hire & Sales Pty Ltd will be used:
 - a. in a safe, skilful and proper manner for the purpose, and within the capacity, for which they were designed;
 - b. by the Applicant or suitably competent and qualified employees of the Applicant or licensed operators contracted by the Applicant;
 - c. at the Applicant's cost in accordance with all relevant legislation including, but not limited to, Occupational Health and Safety Legislation and any other relevant legislations that may cover the use of such equipment and/or goods;
 - d. in accordance with any and/all operating manuals, operating instructions, safety advices and safety signs provided with the equipment and/or goods, and will ensure that such matters are brought to the attention of any person operating the equipment and/or goods by the Applicant.
5. **Period of Hire**
 - a. The period of hire will commence from either:
 - (i) the commencement date and time as shown on the KB Hire & Sales Pty Ltd Contract for Hire document; or,
 - (ii) the time when the equipment and/or goods are delivered to the Applicant at the address contained in the KB Hire & Sales Pty Ltd Contract for Hire document.
 - b. The period of hire will terminate at the time:
 - (i) when the equipment and/or goods are returned to KB Hire & Sales Pty Ltd during normal business hours; or,
 - (ii) when the Applicant notifies KB Hire & Sales Pty Ltd that the equipment and/or goods are ready for collection by KB Hire & Sales Pty Ltd, and the Applicant receives from KB Hire & Sales Pty Ltd an "Off Hire" number, whichever is the later.
6. **Hiring Charges**
 - a. The Applicant will pay the hire charges at the rate and in the manner as specified in KB Hire & Sales Pty Ltd Contract for Hire document.
 - b. The hiring charge is due for payment by the Applicant to KB Hire & Sales Pty Ltd at the commencement of the period of hire, or for account customers within the agreed Trading Terms.
 - c. If the Applicant requests KB Hire & Sales Pty Ltd to deliver, install or collect the equipment and/or goods, the Applicant agrees to pay to KB Hire & Sales all of KB Hire & Sales Pty Ltd's reasonable expenses incurred in complying with the Applicant's request in addition to the hire charges.
7. **Risk**
 - a. The Applicant will be liable for any loss and/or damage to the equipment and/or goods, howsoever arising, until the equipment and/or goods are returned to KB Hire & Sales Pty Ltd, except for damage from fair wear and tear, and the Applicant will pay on demand to KB Hire & Sales Pty Ltd the cost of repairing or replacing such equipment and/or goods.
 - b. The Applicant will maintain adequate insurance cover for loss and/or damage for the equipment and/or goods as detailed in the KB Hire & Sales Pty Ltd Hire document for the duration of the period of hire from KB Hire & Sales Pty Ltd.
 - c. The cost of insurance as detailed in paragraph 7b above will be the responsibility of the Applicant.
 - d. KB Hire & Sales Pty Ltd will not be liable to the Applicant or to any person using the equipment and/or goods, whilst on hire to the Applicant, for any loss, damage or injury (including any consequential damages or loss of profits by the Applicant), howsoever arising from the hiring from KB Hire & Sales Pty Ltd, the use or operation of the equipment and/or goods, including any loading or unloading of the equipment and/or goods.
 - e. The Applicant agrees to accept full and total responsibility for all claims in respect of any injury to persons, loss of productivity or loss or damage to property, arising out of the delivery, servicing, storage, possession, use or failure of the equipment and/or goods during the period of hire, whether or not due to the negligence of KB Hire & Sales Pty Ltd, employees and/or agents of KB Hire & Sales Pty Ltd, or any other person, and the Applicant agrees to fully and totally indemnify KB Hire & Sales Pty Ltd with respect to these claims.
 - f. The Applicant will not allow any lien to be created over the equipment and/or goods, nor sell, transfer, mortgage or charge the equipment and/or goods, and will fully and totally indemnify KB Hire & Sales Pty Ltd against any losses and/or expenses incurred by the Applicant as a result of the Applicant's loss of possession of the equipment and/or goods for any of these reasons.
8. **Pricing**
All prices are charged at applicable price ruling on the date upon which equipment and/or goods leave KB Hire & Sales Pty Ltd premises and are nett of freight and packing charges which shall be the Applicant's responsibility.
9. **Retention of Title**
 - a. The equipment and/or goods shall remain the sole and absolute property of KB Hire & Sales Pty Ltd as legal and equitable owner until such time as all monies due to KB Hire & Sales Pty Ltd by the Applicant for the hire and/or purchase of equipment and/or goods has been paid in full to KB Hire & Sales Pty Ltd.
 - b. Where the Applicant has possession of any of the equipment and/or goods, title in which has not passed to the Applicant, the Applicant shall be Bailee of the of the equipment and/or goods for KB Hire & Sales Pty Ltd until such time as the equipment and/or goods are delivered to a purchaser or returned to KB Hire & Sales Pty Ltd. The Applicant shall have in respect of the equipment and/or goods, a fiduciary duty to KB Hire & Sales Pty Ltd not to deal with the equipment and/or goods contrary to the terms of this Agreement.
 - c. Upon taking possession of the equipment and/or goods, the Applicant shall store them in such a way that they are not mixed with other equipment and/or products and/or goods of the Applicant or any other person, and in such a way that they are recognizable as the property of KB Hire & Sales Pty Ltd.
 - d. The Applicant's right to possession of the equipment and/or goods shall cease and KB Hire & Sales Pty Ltd will be entitled to recover possession of them upon occurrence of any ground for termination of this Agreement.
 - e. The Applicant irrevocably authorizes KB Hire & Sales Pty Ltd and its servants and/or agents and/or officers to enter upon any premises where the equipment and/or goods are stored or are reasonably thought to be stored, for the purpose of examination and/or recovery of the equipment and/or goods.
 - f. The Applicant shall indemnify KB Hire & Sales Pty Ltd and keep KB Hire & Sales Pty Ltd fully and totally indemnified from and against all losses, claims, costs, demands and expenses however arising which KB Hire & Sales may sustain or incur during the course of, or any attempt to, exercise its rights under sub clauses 3d and 3e, or should KB Hire & Sales Pty Ltd be prevented for any reason from exercising these rights.
 - g. The Applicant may sell the equipment and/or goods in accordance with the terms of this Agreement and only in the ordinary course of the Applicant's business at not less than the equipment and/or goods full value.
 - h. Upon default by the Applicant under the terms of this Agreement, KB Hire & Sales Pty Ltd has the right to the equipment and/or goods and a beneficial interest in and conduct of any claims, suits, demands or actions which the Applicant may have against any other person emanating from the sale of the equipment and/or goods. The rights contained in this sub-clause shall not be effected by the part performance by the Applicant of any of its obligations under this Agreement.
 - i. If the Applicant adds any parts or accessories to the equipment and/or goods, KB Hire & Sales Pty Ltd shall become the owner of those added parts and accessories as security for full payment by the Applicant for all monies due to KB Hire & Sales Pty Ltd for the equipment and/or goods, and the term "equipment and/or goods" for the purposes of this sub-clause shall, where appropriate, be read and construed accordingly.
 - j. If the Applicant makes new equipment and/or goods or other equipment and/or goods from or with the equipment and/or goods or if the equipment and/or goods become a constituent part of or are mixed with other goods and/or product, KB Hire & Sales Pty Ltd shall become the owner of those new products and/or goods and/or equipment or other equipment and/or goods and/or product as security for full payment by the Applicant of all monies due to KB Hire & Sales Pty Ltd for the equipment and/or goods, and the term "equipment and/or goods" for the purpose of this sub-clause shall, where appropriate, be read and construed accordingly.
10. **Stock**
 - a. KB Hire & Sales Pty Ltd shall use all reasonable efforts to meet quoted delivery dates, however KB Hire & Sales Pty Ltd shall be under no liability whatsoever to the Applicant if, for any reason beyond KB Hire & Sales Pty Ltd control, delivery is delayed.
11. **Credit Claims**
 - a. Equipment and/or goods and/or services are at the Applicant's risk from the time of delivery and credit claims of any nature may not be accepted, unless made in writing and received by KB Hire & Sales Pty Ltd within thirty days of receipt of the equipment and/or goods.
 - b. Any such claim may be limited in accordance with the provisions of Paragraph 1 herein.
12. **Loss and/or Damage**
 - a. KB Hire & Sales Pty Ltd shall not be liable for any form of loss and/or damage as a result of non-availability of equipment and/or stock and/or services.
 - b. KB Hire & Sales Pty Ltd shall not be liable for any loss and/or damage caused to equipment and/or goods and/or services as a result of negligence on the part of the Applicant and/or the Applicant's staff and/or representatives and/or agents.
13. **Defective Product and/or Goods**
KB Hire & Sales Pty Ltd's liability is limited to:-
 - (i) Replacement of equipment and/or goods; or
 - (ii) Payment of costs of replacing the equipment and/or goods or acquiring equivalent equipment and/or goods.
14. **Liability**
KB Hire & Sales Pty Ltd will not be liable for any costs, claims, damages, or demands arising from personal injury, loss and/or damages, or demands arising from personal injury, loss and/or damage whatsoever occurring to the Applicant and/or the Applicant's employees and/or representatives and/or agents as a result of either the acts and/or omissions of KB Hire & Sales Pty Ltd, its employees and/or representatives and/or agents and in no case shall KB Hire & Sales Pty Ltd be liable for any consequential loss and/or damage on the Applicant's behalf.
15. **Governing Law**
These terms and conditions and the Agreement incorporating them shall be governed by and construed in accordance with the laws of the State of Queensland, held at Brisbane, and the Applicant irrevocably submits itself to those laws and that jurisdiction, unless otherwise specifically agreed to in writing by KB Hire & Sales Pty Ltd.
16. **Termination**
KB Hire & Sales Pty Ltd reserves the right to cancel this Agreement/Contract at anytime in its absolute discretion, or to suspend delivery if compelled to do so by reasons beyond the control of KB Hire & Sales Pty Ltd.
17. **No Assignment**
The benefit of this Agreement/Contract may not be assigned to any third party without prior written consent from KB Hire & Sales Pty Ltd, which may be given or withheld in its absolute discretion.
18. **Insurance**
The Applicant agrees to insure itself and KB Hire & Sales Pty Ltd from liability arising in anyway whatsoever, whether directly or indirectly, under the terms and conditions of the Trade Practices Act, which insurance will note the insured interest of both the Applicant and KB Hire & Sales Pty Ltd.
19. **Legal Entity**
Should any changes take place effecting the legal entity, structure or management control of the Applicant, KB Hire & Sales Pty Ltd must be notified in writing immediately.
14. **Acknowledgement**
By signing this form the Applicant and/or Applicant's acknowledgement that they have read and understood the above Terms and Conditions and acknowledge that they shall be personally liable, both jointly and severally for payment in full of equipment and/or goods bought and/or hired pursuant to the Credit Account Agreement as witnessed by its authorized signatories below.

I/we acknowledge that by submitting this form, I/we have read and understood the Terms and Conditions as set out on page 2 of this form and I/we affirm that the information provided herein is true and correct to the best of our knowledge. I/we agree that KB Hire & Sales Pty Ltd may conduct a commercial credit worthiness investigation by contacting the above references and/or order one or more credit reports from one or more credit reporting services in accordance with the Terms and Conditions of Section 18 of the Privacy Act 1988 (Commonwealth).

I/we agree that should Trade References prove insufficient and/or unavailable, I/we agree to make payment prior to delivery of product and/or goods and/or services until such time that a thirty day credit account is approved.

I/we request that KB Hire & Sales Pty Ltd grant me/us credit account facilities and I/we understand that equipment and/or goods and/or services supplied on this account are payable by me/us within thirty days nett from end of month of trade terms.

I/we agree that KB Hire & Sales Pty Ltd can terminate credit account facilities without prior notice being given to me/us.

PRIVACY ACT 1988 (Commonwealth)

Credit information may be given to credit reporting agency

I/we understand that Section 18E (8) (c) of the Privacy Act (the Act) allows the credit provider, KB Hire & Sales Pty Ltd, to give a credit reporting agency certain personal information about me/us and I/we authorize KB Hire & Sales Pty Ltd to do so. The information may be given is covered by Section 18E (1) of the Act and includes:

- Permitted identification particulars.
- The amount of credit applied for.
- That no amounts are overdue.
- That KB Hire & Sales Pty Ltd is a current credit provider.
- Amounts overdue more than 60 days.
- That in the opinion of KB Hire & Sales Pty Ltd I/we have committed a serious credit infringement.
- That credit provided to me/us by KB Hire & Sales Pty Ltd has been paid and/or discharged.

Credit Information may be obtained

1. To enable KB Hire & Sales Pty Ltd to assess my/our credit application and/or any addition thereto, I/we authorize KB Hire & Sales Pty Ltd:
 - a. to obtain a report about my/our commercial activities and/or credit worthiness from a business which provides commercial credit worthiness information.
 - b. to obtain a report containing personal/consumer credit information about me/us from a credit reporting agency.
2. If it is considered relevant to collecting amounts overdue by me/us in respect of commercial credit provided, I/we authorize KB Hire & Sales Pty Ltd to obtain a credit report containing personal/consumer information on me/us from a credit reporting agency.

Information may be exchanged with our credit providers

I/we authorize KB Hire & Sales Pty Ltd to give to and obtain from credit providers named in the Application to KB Hire & Sales Pty Ltd, or in a credit report, information as permitted by the Act about me/us including my/our credit worthiness, credit standing, credit capacity, or credit history.

Applicable Law: The applicable law shall be the law of the State of Queensland and the parties hereto agree to submit to the jurisdiction of the State of Queensland.

In this application to KB Hire & Sales Pty Ltd for a credit account, IT IS HEREBY AGREED AND/OR DECLARED; that all information given herein is true; that the terms of payment are thirty days from the date of the KB Hire & Sales Pty Ltd's monthly statement; that title to and ownership in the equipment and/or goods shall not pass from KB Hire & Sales Pty Ltd until full payment for the product and/or goods is made; that if our products and/or goods are used in the normal course of business, you are required to hold in trust a proportion of the proceeds of any sale of product and/or goods for KB Hire & Sales Pty Ltd; the Applicant further agrees to pay all legal and/or collection costs, including collection agency commissions and/or charges incurred by KB Hire & Sales Pty Ltd in attempting to obtain monies owing to and/or recovery of equipment and/or goods and/or services sold by KB Hire & Sales to the Applicant; to notify KB Hire & Sales in writing within fourteen days of any change of ownership, proprietorship, legal entity, management control or business address or any insolvency proceedings under bankruptcy and/or companies legislation which have been commenced or proposed; that the signatories hereto are authorized to make this application and give the information requested.

Signed for and on behalf of the Applicant. (Authorized Signatories)

Full Name (please print):

Signature:

Position: Date:

Full Name (please print):

Signature:

Position: Date:

Full Name (please print):

Signature:

Position: Date:

Full Name (please print):

Signature:

Position: Date:

Full Name (please print):

Signature:

Position: Date:

DIRECTORS GUARANTEE

I/We the undersigned Directors of ABN:.....
(the Company) in consideration of KB Hire & Sales Pty Ltd agreeing to grant credit to and to supply equipment and/or goods and/or services to the Company, hereby jointly and severally guarantee the payment of all amounts payable to KB Hire & Sales Pty Ltd by the Company and it is agreed that this guarantee shall be continuing and shall not be in any way waived or affected by any time or indulgence granted by KB Hire & Sales Pty Ltd to the Company. To secure payment of all monies which may become payable by the Applicant/s to KB Hire & Sales Pty Ltd, the Guarantor/s hereby charges with the due payment of those monies all of the Guarantor/s real and personal property of the Guarantor/s with the amount of the Applicant's indebtedness to KB Hire & Sales Pty Ltd.
I/We agree to the terms and provision as set out in the Acknowledgement and Consent section herein.

Full Names & Addresses of Directors

Surname (please print): Given Names:

Signature: Date of Birth:

Residential Address:

..... Post Code:

Date:

Surname (please print): Given Names:

Signature: Date of Birth:

Residential Address:

..... Post Code:

Date:

Surname (please print): Given Names:

Signature: Date of Birth:

Residential Address:

..... Post Code:

Date:

Surname (please print): Given Names:

Signature: Date of Birth:

Residential Address:

..... Post Code:

Date: