

CREDIT APPLICATION – 30 DAY TRADING A/C

(Strictly Confidential)

FULL COMPANY NAME

TRADING AS PHONE NO.

ADDRESS FAX NO.

SUBURB.....P/CODE..... MBL NO.

POSTAL ADDRESS

EMAIL ADDRESS

ENTITY OF BUSINESS (Sole Trader, Partnership, Pty Ltd, etc)

REGISTERED OFFICE

DATE REGISTERED TYPE OF BUSINESS

DIRECTORS (or Proprietors) FULL NAMES, ADDRESSES & PHONE NO.'s

1.

2.

3.

4.

BANKERS BRANCH

TRADE REFERENCES (FULL NAME, ADDRESSES & PHONE NO.'s)

1.

2.

3.

4.

I/We understand that should a Credit Trading A/C be granted, the settlement terms, unless otherwise stated, are 30 Days Net Cash and you have my/our permission to contact any of the referees in connection with this application. In addition, I/we agree that all expenses, costs or disbursements incurred by CIVIL HIRINGS PTY LTD, in recovering any outstanding monies including debt collection, agency fees and solicitors costs shall be recoverable from the applicant.

DATED THIS DAY OF 20.....

SIGNED SIGNED

POSITION HELD

POSITION HELD

ARE ORDER NUMBERS REQUIRED? YES NO If so, the supply of such is the clients responsibility.

MONTHLY ESTIMATED REQUIREMENTS \$ (Note: This is not a credit limit)

ACCOUNTS ARE DUE AND PAYABLE WITHIN (30) THIRTY DAYS OF THE END OF THE MONTH OF INVOICE.

CREDIT MAY BE CANCELLED / SUSPENDED WITHOUT NOTICE IF ACCOUNT NOT PAID BY DUE DATE.

OFFICE USE ONLY

1. DATE RECEIVED INTO CREDIT DEPT

2. CREDIT REFERENCES CHECKED

3. ACCOUNT NO.

4. CUSTOMER NOTIFIED

5. APPROVAL DATE APPROVED BY

GUARANTEE AND INDEMNITY

In consideration of **CIVIL HIRINGS PTY LTD (ABN 21 008 836 155) (Civil Hirings)** provide services or give credit to the company named hereon (**the Customer**), each person named as guarantor in the Schedule has agreed to enter into this Guarantee and Indemnity in favour of Civil Hirings in their own capacity.

Customer Name: **ABN:**

Registered Address:

1. **Guarantee** The Guarantors unconditionally and irrevocably guarantee to Civil Hirings the due and punctual payment of the Guaranteed Moneys and agree:
 - a) on demand from time to time to pay an amount equal to the Guaranteed Moneys then due and payable;
 - b) any statement signed by a secretary, director or authorised representative of Civil Hirings showing the amount of Guaranteed Moneys or the money owing by the Guarantor under this Guarantee shall, in the absence of manifest fraud or error, be binding and conclusive on and against the Guarantor;
 - c) this Guarantee is a continuing Guarantee and shall remain in full force and effect until all the Guaranteed Moneys are paid or satisfied in full;
 - d) the liabilities of the Guarantors and the rights of Civil Hirings under this Guarantee are not affected by anything which might otherwise affect them at law or in equity; and
 - e) if any payment by a Guarantor under this Guarantee or the Customer is avoided, set aside, ordered to be refunded or reduced or rendered unenforceable by any laws relating to bankruptcy, insolvency or liquidation, that payment will be taken not to have been made and Civil Hirings shall be entitled to recover from the Guarantors the value of that payment as if that payment had never been made. This clause continues after the Guarantee is discharged.
2. **Indemnity** If the obligation of the Customer to pay the Guaranteed Moneys to Civil Hirings is unenforceable for any reason, the Guarantors as a separate undertaking unconditionally and irrevocably indemnify Civil Hirings against any loss that Civil Hirings suffers as a result. Civil Hirings need not incur any expense or make any payment before enforcing this right of indemnity.
3. **Waiver** No failure or delay by Civil Hirings to exercise any power, right or remedy under this Guarantee shall operate as a waiver, nor shall any single or partial exercise of any power, right or remedy preclude any other or further exercise of that power, right or remedy. The rights and remedies under this Guarantee are cumulative to any rights and remedies arising at law.
4. **Claim in Administration** Until this Guarantee is released by Civil Hirings, the Guarantors will not without Civil Hirings' consent, prove in competition with Civil Hirings if the Customer goes into Administration.
5. **Application of moneys received** If Civil Hirings receives or recovers money in respect of debts of the Customer or anyone else, that Civil Hirings may use it to pay off whichever part of those debts it chooses. Civil Hirings does not have to apply it for the Guarantor's benefit.
6. **Security for payment** The Guarantor agrees, on the request of Civil Hirings, to charge in favour of Civil Hirings the payment of moneys Guaranteed (and where this document is executed by more than one person **jointly and severally charge**) as beneficial owner all freehold and leasehold interests in land which I now have or may acquire.
7. **Effect of law** All laws which limit Civil Hirings' power or require notices to be given are excluded as far as possible. If any part of this Guarantee is prohibited or unenforceable, it will not affect the remaining parts.
8. **Trustee** This document will bind the relevant Guarantor both personally and as trustee of any trust of which the Guarantor is a trustee if the Guarantor signs as trustee of that trust.
9. **Expenses** The Guarantors shall pay to Civil Hirings all costs, charges and expenses incurred by Civil Hirings in connection with the exercise or attempted exercise of any power, right or remedy under this Guarantee or the failure of the Guarantor to comply with its obligations under this Guarantee (including legal fees, stamp duty, and other government duties and charges).
10. **Acknowledgement** Each Guarantor acknowledges that he or she has entered into this Guarantee voluntarily and understands the nature and consequences of entering into this Guarantee.
11. **Definitions**

Administration includes any administration or liquidation of a corporation, arrangement, receivership or anything similar.

Guaranteed Monies means all moneys which are, will or may be at any time in the future, owing or payable to Civil Hirings by the Customer for any reason whatever. It includes, without limitation, money by way of principal, interest, fees, costs, indemnities, charges, duties or expenses or payment of liquidated damages. Where the Customer would have been liable but for its Administration, it will still be taken to be liable.

Related Body Corporate has the meaning given in the Corporations Laws.
12. **Interpretation** All references in this Guarantee to a party shall, unless the context requires otherwise, include the party's successors and permitted assigns. Where there is more than one Guarantor, the obligations of the Guarantors under this Guarantee are joint and several.

