



"Plant hire solutions"

30 Day – Credit Account Application Form

Credit Account Application Form

T & J Litchfield Pty Ltd t/as A-Plant Equipment - ACN 613 289 964 (A-Plant)
5 Leewood Drive, ORANGE NSW 2800 Ph: 0407 238 688

1. Type of Business Entity

Please tick the appropriate box.

☐ Proprietary Limited ☐ Sole Trader ☐ Public Company ☐ Partnership ☐ Incorporated Body ☐ Trustee

2. The Applicant

Registered Company Name (if applicable):		
Business Trading Name:		
ACN:	ABN:	
Postal Address:		
Telephone:	Mobile:	Email:
Accounts Contact Name:		Telephone Number:
Accounts Contact Position:		Accounts Contact Email:

3. Trustee

Complete this section **only** if the Applicant is a trustee or trust.

Name of Trust:	ABN:
Beneficiaries:	

4. Incorporated Entity

Complete this section **only** if the Applicant is a partnership and the partners are incorporated entities. For all other Applicants go straight to Item 5 below.

Name of Incorporated Partner	ABN/ARBN:	ABN:	Address:

5. Details

Details of:

- Sole Traders
- Directors of Propriety Limited Company, Public Company, Incorporated Body or Incorporated Trustee; or
- Individual Partner's details.

Name:	Drivers Licence No:	Date of Birth:	Phone Number:	Address:



"Plant hire solutions"

30 Day – Credit Account Application Form

6. Trade/Business References

Name:	Telephone No:	Email:

7. Applicant's Financial Details

Date business commenced:	
Bank:	Branch:

8. Applicant's Business Premises

☐ Owned ☐ Leased

9. Monthly Credit

Monthly credit applied for \$_____.

Please note that the original of this document must be received by T & J Litchfield Pty Limited t/as A-Plant Equipment before consideration will be given to opening the account.

Applicant Acknowledgment

1. The Applicant makes an application with A-Plant and agrees to pay all amounts due to A-Plant from time to time promptly and in accordance with the Standard Conditions of Hire and all other contractual documents issued by A-Plant (**Hire Contract**) and the schedule to the Hire Contract (**Schedule**).
2. The Applicant warrants to A-Plant the accuracy of the information provided in this form. The Applicant acknowledges that A-Plant will rely on the truth and accuracy of the information provided by the Applicant is considering the Applicant's credit application. In addition to any other remedies that may be available to A-Plant, the Applicant's credit account may be suspended or terminated and all amounts outstanding will become immediately repayable in the event the particulars provided by the Applicant are inaccurate or misleading in any significant respect.
3. The Applicant agrees to immediately notify A-Plant in writing of any change in any of the information or details contained in this application.
4. The Applicant declares that the hire of goods to be provided to the Applicant by A-Plant is to be applied wholly or predominantly for business purposes.
5. The Applicant agrees that the Hire Contract and Schedule including the privacy clauses set out in the Hire Contract will govern all transactions between A-Plant and the Applicant. The terms and conditions referred to on any order forms that may be used by the Applicant will not apply, unless agreed to expressly in writing to the contrary by A-Plant. The Applicant agrees:
 - a. it has been provided with a copy of the Hire Contract and Schedule;
 - b. it has had the opportunity to read the Hire Contract and Schedule; and
 - c. to be bound by the Hire Contract and Schedule.
6. I certify that I am authorised to sign this form for and on behalf of the Applicant and that the information given above is correct.

For or on behalf of the Applicant:

Signature: _____

Name: _____ Position: _____

Date: ____/____/____



"Plant hire solutions"

30 Day – Credit Account Application Form

Signature: _____

Name: _____ Position: _____

Date: ____/____/____

DEED OF GUARANTEE AND INDEMNITY

In consideration of T & J Litchfield Pty Ltd trading as A-Plant Equipment ACN 613 289 964 (**Company**) agreeing to supply goods and services to:

_____ (**Customer**)

(Please print full name of Guarantor)

(Please print full name of Guarantor)

(Please print full name of Guarantor)

(Please print full name of Guarantor)

(collectively and severally '**Guarantor**'),

the Guarantor, jointly and severally agree, as witnessed by the execution of this deed of guarantee and indemnity (**Deed**):

- 1 To guarantee the payment of all debts now due or that become due by the Customer to the Company and indemnify the Company for any losses arising as a result of the Customer failing to pay debts due to the Company.
- 2 That a statement in writing signed by a director, secretary, manager or authorised representative of the Company certifying that a debt is due or that becomes due or that is covered by this Deed is binding and conclusive evidence of the amount so due or owing or covered by this Deed.
- 3 That the guarantee and indemnity contained in this Deed are continuing and irrevocable obligations on our part and are not affected by the giving of any time or other indulgence to the Customer by the Company.
- 4 That each Guarantor is jointly and severally liable as amongst themselves and with the Customer for all amounts owed by the Customer to the Company and the Company is at liberty to act as though any one of the Guarantors was the principal debtor and each Guarantor hereby waives all and any of its rights as surety which may at any time be inconsistent with any of these provisions.
- 5 That otherwise this Deed continues notwithstanding:
 - (a) a change in the constitution of the partnership or company notwithstanding Section 18 of the *Partnership Act 1892* (NSW) or any other enactment;
 - (b) the Customer's business being assigned or in any way transferred to a different party;
 - (c) a summons or application being filed for the winding-up of the Customer or a resolution being passed for the winding-up of the Customer, whether provisionally or otherwise; or
 - (d) a judgment being granted against the Customer and that judgment remains unsatisfied for a period of fourteen (14) days after the date of such judgment.
- 6 That if the Customer is made bankrupt, or is wound up or makes a deed or arrangement, composition or compromise in satisfaction of its debts or dies then the Guarantor agrees not to prove or make a claim over the assets of the Customer until all debts to the Company together with all other amounts owing to the Company by the Customer and the legal costs of the Company on a solicitor and client basis have been paid.
- 7 That in the event of insolvency on the part of the Customer, no disclaimer will operate to relieve the Guarantor of the Guarantor's obligations under the indemnity in this Deed and it is expressly agreed that the indemnity will survive any disclaimer.
- 8 That this Deed is binding on the Guarantor and the Guarantor's executors, administrators and successors.
- 9 That the Company may at any time assign all or any of the benefits set out in this Deed to any person without the consent of the Guarantor.



"Plant hire solutions"

30 Day – Credit Account Application Form

- 10 That this Deed is enforceable against all of the Guarantors who have executed this Deed, notwithstanding that all the named Guarantors may not have executed this Deed.
- 11 The Guarantors have recognised their right to seek independent legal and financial advice on this Deed prior to signing and that the Company is under no obligation to provide the Guarantor with legal and financial advice as to the consequences and effect of this Deed, nor to explain this Deed to the Guarantor.
- 12 This Deed will be construed, enforced and performed in accordance with the laws of New South Wales. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales.

EXECUTED as a deed this

day of

20

SIGNED by: _____ SIGNED by: _____

Full Name: _____ Full Name: _____

Witnessed by: _____ Witnessed by: _____

Full Name: _____ Full Name: _____

SIGNED by: _____ SIGNED by: _____

Full Name: _____ Full Name: _____

Witnessed by: _____ Witnessed by: _____

Full Name: _____ Full Name: _____

Credit Card Authorisation

I, of

hereby irrevocably authorise T & J Litchfield Pty Ltd trading as A-Plant Equipment ACN 613 289 964 (**A-Plant**) to debit my credit card as occasions require for payment of all charges relating to plant and equipment hire from A-Plant. This includes kilometres incurred and sundry charges such as fuel, tyre damage and damage to plant and equipment, relating to goods hired to me or to businesses or companies that I am associated, and I do so on the understanding and agreement that any merchant fees and banking charges incurred by A-Plant will be passed on to me as part of each credit card transaction.

I also agree to provide a copy of my credit card and drivers licence for verification of identity, copies of which are attached to this signed authority (*copies must include front and back of cards*).

A-Plant appreciates the importance of protecting your credit-related information that you provide us. By completing this form and providing us with your credit related information, you agree to the use and disclosure of your credit-related information in the manner described in A-Plant's Privacy Policy, which can be requested from A-Plant.

If for any reason payment via credit card is declined, or not received by A-Plant for any other reason, I authorise you to:

- charge any land that I own or that businesses or companies that I am associated own; or



"Plant hire solutions"

30 Day – Credit Account Application Form

- register a security interest in any of A-Plant's chattels that I possess, or that businesses or companies that I am associated with possess,

until full payment is made.

Name on Card: _____

Credit Card Type: ☐ MasterCard ☐ Visa ☐ Diners ☐ AMEX

Credit Card Number: _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ Expiry: ____/____

Signature: _____

Date: _____

Received with thanks

A-Plant

Please note: Merchant Fees at the date of this authority are:

MasterCard / Visa = ____%

Diners = ____%

AMEX = ____%