

Active Hire Service Pty Ltd
PO Box 167 Archerfield Qld 4108
Email: accounts@activehire.com.au
Website: www.activehire.com.au
ABN 44 596 154 439
ACN 010 160 862



Rocklea
1808 Ipswich Rd, Qld 4106
Ph: 07 3277 8566 Fax: 07 3274 1489
Hendra
360 Nudgee Rd, Qld 4011
Ph: 07 3630 1300 Fax: 07 3630 1299
Hemmant
1289 Lytton Rd, Qld 4174
Ph: 07 3890 2866 Fax: 07 3890 2899
Beenleigh
1 Logan River Road, Qld 4207
Ph: 07 3287 3222 Fax: 07 3287 3266

APPLICATION FOR 30 DAY CREDIT ACCOUNT

Applicant's Trading Name:
(If a company, state whether limited, or trading as)

Business Address: Telephone:

Postal Address: Post Code: Fax:

Parent Company (if any): Mobile:

Year Business Commenced: Email:

Nature of Business: Contact:

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

Name of Proprietors, Partners or Directors and home address. (If partnership or firm, place in full name of all partners)

(1) Name: Birth Date:

Address: Post Code: Drivers Licence:

(2) Name: Birth Date:

Address: Post Code: Drivers Licence:

(3) Name: Birth Date:

Address: Post Code: Drivers Licence:

1. Agreement that Active Hire Service P/L may seek consumer credit information (Section 18K(1)(b) Privacy Act 1988).

If Active Hire Service P/L considers it relevant to assessing my/our application for commercial credit, I/we agree to Active Hire Service P/L obtaining from a credit reporting agency a credit report containing personal credit information about me/us in relation to commercial credit provided by Active Hire Service P/L.

2. Exchanging information with other credit providers (Section 18N(1)(b) Privacy Act 1988).

I/We agree to Active Hire Service P/L obtaining personal information about me/us from other credit providers, whose names I/we may have provided for Active Hire Service P/L or that may be named in a credit report, for the purpose of assessing my/our application for commercial credit, made to the Company.

3. In consideration of Active Hire Service Pty Ltd. At my/our request agreeing to supply to the company goods and services from time to time I/we do jointly and severally agree to be bound by the terms of the guarantee set out on the reverse side of this Application and marked "A".

DATED this day of 20.....

(Proprietors, Partners or Directors to sign below)

(Name and Address of Witness MUST be completed)

(1) Signed Witness:

(2) Signed Witness:

(3) Signed Witness:

IMPORTANT NOTE:

IF DAMAGE WAIVER IS NOT REQUIRED YOU **MUST COMPLETE** PAGE 4.

IF PAGE 4 IS BLANK OR INCOMPLETE DAMAGE WAIVER WILL BE CHARGED ON ALL CONTRACTS.

Active Hire Service Pty Ltd
PO Box 167 Archerfield Qld 4108
Email: accounts@activehire.com.au
Website: www.activehire.com.au
ABN 44 596 154 439
ACN 010 160 862



Rocklea
1808 Ipswich Rd, Qld 4106
Ph: 07 3277 8566 Fax: 07 3274 1489
Hendra
360 Nudgee Rd, Qld 4011
Ph: 07 3630 1300 Fax: 07 3630 1299
Hemmant
1289 Lytton Rd, Qld 4174
Ph: 07 3890 2866 Fax: 07 3890 2899
Beenleigh
1 Logan River Road, Qld 4207
Ph: 07 3287 3222 Fax: 07 3287 3266

GENERAL INFORMATION:

Name of Bank: Branch:

Estimated Monthly requirements \$

Business References - (12 months): *Fax # or email address a must for processing*****

Name: Address:

..... Fax:..... Email.....

Name: Address:

..... Fax:..... Email.....

Name: Address:

..... Fax:..... Email.....

Name: Address:

..... Fax:..... Email.....

“A” GUARANTEE

I/We hereby guarantee to you the payment by the company referred to in this application for credit account for all goods and/or services as you may have supplied or as you may in the future supply from time to time at the company's or its servants or agents request together with interest and notwithstanding that I or we shall not have notice of any neglect or omission on the Company's part to pay for such goods, services, and interest according to the terms agreed on between you and the Company.

This agreement shall be a continuing guarantee by me/us to you for the whole of the Company's indebtedness or liability to you in respect of goods and/or services or to be supplied to the Company as aforesaid or upon any other account however or whensoever or whenever arising, including legal fees incurred by you to recover a debt from the Company.

You are at liberty without discharging me or us from any liability hereunder to grant time or other indulgence to the Company in respect of the payment for goods and/or services supplied by you to the Company as aforesaid and to accept payment from the Company in cash or by means of negotiable instruments and to treat the Company in all respects as though I or we were jointly liable with it as debtors to you instead of being merely sureties for the Company. In order to give full effect to the provisions of the Guarantee, I/we HEREBY WAIVE and each of us HEREBY WAIVES all rights inconsistent with provisions which I/we might otherwise as sureties be entitled to claim and enforce.

You may at any time at your discretion and without giving any notice whatsoever to me/us refuse further credit to supplies of goods and/or services to the Company, and grant to the Company or to any drawers, acceptors or endorsers of Bills of Exchange, promissory notes or other indulgence and you may compound with the Company all debts and liabilities of the Company to you without discharging or impairing my/our liability under this guarantee.

This guarantee shall be enforced against me or us jointly and each of us severally notwithstanding that any negotiable or other security referred to herein or to which it shall relate or be applicable shall at the time of the proceedings being taken against us by this guarantee be outstanding or in circulation and it is expressly declared that notwithstanding the fact that this instrument of guarantee may be intended or expressed to be executed and given by more than one person the same shall, in fact, be a valid and effectual instrument of guarantee binding against such person or persons as shall execute the same forthwith upon their execution and shall continue to be binding as against such person or persons notwithstanding the fact that any proposed or contemplated party shall not in fact subsequently execute the same.

This guarantee is given for valuable consideration and shall be a continuing guarantee and shall be binding on my or our personal representatives and be for the benefit of the successors and assigns of you. No change(s) in the constitution of Active Hire Service Pty Ltd. or the Company shall effect, impair or discharge my or our liability under this guarantee whether past or present or future notwithstanding the provisions of the Partnership Act or any other similar enactment, modification or re-enactment thereof.

DAMAGE WAIVER – unless the Hirer directs in writing to the contrary, the Company will charge a premium for insurance for accidental damage to the equipment and the Company thereby agrees to waive its rights to claim from the Hirer for any loss of or damage to the Equipment in excess of the sum equal to 10% of the list price of the Equipment or \$600 (whichever is the greater). The Waiver shall only apply to damage which was caused by fire, storm, earthquake, collision or accident and in the case of theft will not apply. The Hirer is to ensure that their full understanding of these Damage Waiver conditions.

Active Hire Service's full Terms and Conditions are available upon request.

HIRE TERMS & CONDITIONS

1. INSPECTION

The Hirer has inspected the equipment prior to taking possession of the equipment and:-
1.1 is satisfied that the equipment is clean, in good repair and in safe working order;
1.2 is aware of the proper use for which the equipment is designed and is satisfied that it is suitable for the purpose required;
1.3 is satisfied with the instructions given in the proper and safe manner of using the equipment and is familiar with its proper and safe use.

2. USE OF EQUIPMENT

The Hirer agrees that the equipment is to be used:-
2.1 in a skilful and proper manner;
2.2 for the purpose and within the capacity for which it was designed;
2.3 for legal purposes or in a legal manner and the Hirer will comply at its own expense with requirements of all Government Authorities in relation to the equipment;
2.4 At the address provided by the Hirer and the equipment is only to be removed from this address for the purpose of returning it to the Owner;
2.5 By the Hirer or suitably competent employees or, with the approval of the owner by a suitably competent, certified or licensed operator.

3. PERIOD OF HIRE

The period of Hire shall commence from either:-
3.1 The commencement date and time as shown overleaf; or
3.2 The time when the equipment is delivered to the Hirer at the address contained overleaf, whichever is the earlier; and shall terminate
3.3 At the time when the equipment is returned to the Owner; or
3.4 At the time the Hirer notifies the Owner that the equipment is ready for collection by the Owner. Such notification will be deemed to have been properly given only when the Hirer has received from a member of the office hire control staff of the Owner, an off hire number.
3.5 This period of hire shall terminate on whichever is the later event of 3.3 or 3.4. Notification by the Hirer that the equipment is ready for collection and the receipt by the Hirer of an off hire number shall not relieve the Hirer for liability for the equipment until it is collected by the Owner.

4. RETURN OF EQUIPMENT AND TERMINATION

The Hirer agrees to return this equipment to the Owner during regular business hours. The Owner may terminate this agreement at its sole discretion and the Hirer authorises the Owner and servants to enter upon such land as may be necessary to recover the equipment.

5. HIRING CHARGES

The Hirer will pay the hire charges at the rate and in the manner specified during the hire period. The Hire schedule of rates may be subject to alteration by mutual agreement between the Hirer and Owner if the agreed period of hire is altered in any way by the Hirer.

6. LATE RETURN

If the equipment is not returned at the end of the hire period, the Hirer will be charged an additional rate for extra hour or part thereof.

7. DELIVERY, INSTALLATION AND COLLECTION

If the Hirer requests the Owner to deliver, install or collect the equipment, the Hirer agrees to pay to the Owner all of the Owner's reasonable expenses incurred in complying with this request in addition to the hire charges. These expenses may include costs due to any delay incurred, or additional labour performed due to the Hirer's failure to prepare the site.

8. LOADING AND UNLOADING EQUIPMENT

The Hirer is responsible for loading and unloading equipment. If an employee of the Owner assists in the loading or unloading of the equipment the Hirer agrees to indemnify the Owner for any property damage or personal injuries in relation to this assistance whether or not due to negligence.

9. EQUIPMENT MAINTENANCE

The Hirer agrees to:-
9.1 Keep and maintain the equipment in a clean condition and good repair and working order.
9.2 Service the equipment in a skilful and proper manner and to supply all oil and grease necessary for operation of the equipment at its own expense.
9.3 Supply all fuel necessary for the operation of the equipment at its own expense.
9.4 Repair or replace damaged tyres.
9.5 Give the Owner access to the equipment for inspection at any reasonable time without the Owner giving prior notice.

10. EQUIPMENT FAILURE

If equipment becomes unsafe or in a state of disrepair, the Hirer agrees to immediately discontinue use of equipment and to notify the Owner immediately. The Hirer will on no account attempt to repair the equipment without the consent of the Owner and will immediately return the equipment to the Owner's premises if required to do so by the Owner. If the failure is caused by reasonable wear and tear and for no other reason including the Hirer's negligence or misuse, the Owner agrees, in its discretion, to:-

- 10.1 Repair the equipment within a reasonable time;
- 10.2 Make similar equipment available; or
- 10.3 Adjust the rental charge.

The Owner shall in no circumstances be liable for any loss sustained by the Hirer.

11. ACCIDENT

The Hirer will immediately notify the Owner of any accident involving its equipment.

12. CLEANING AND REPAIR

If the equipment is not returned in a clean condition or in good repair and working order (fair wear and tear excepted) the Owner may at its absolute discretion charge the Hirer for all reasonable costs of cleaning the equipment, restoring it to good repair and working order, or replacement of equipment which cannot reasonably be repaired.

13. LOSS

The Hirer will be liable for the cost of replacement of equipment lost or stolen while in its possession. The Hirer agrees to advise the Owner immediately of the loss, theft or damage, waiver does not apply to loss or theft.

14. DAMAGE WAIVER

Unless the Hirer directs in writing to the contrary, the Company will charge a premium for insurance for accidental damage to the equipment and the Company hereby agrees to waive its rights to claim from the Hirer for any loss or damage to the Equipment in excess of the sum equal to 10% of the list price of the Equipment or \$600 (whichever is the greater). The waiver shall only apply to damage which was caused by fire, storm, earthquake, collision or accident and in the case of theft will not apply. The Hirer is to ensure their full understanding of these Damage Waiver conditions.

- (a) Upon payment by the Hirer of the Damage Waiver Fee the Company shall be responsible for the cost of repairs or the cost of replacement of the hired goods caused by damage to the hired goods during the hire period, subject to the exclusions listed
- (b) This clause in no way entitles the Hirer to, or implies the availability of compensation from the Company for any liability incurred by the Hirer in relation to the use of the Hired Goods -
- (c) This clause will not continue to operate after the expiration of the Hire Agreement unless an extension by the Company is granted in writing and an additional fee is paid

- (d) This clause will not apply to loss or damage which in any way relates to or arises out of:
 1. Burglary or theft;
 2. Breach of any statutory laws or regulations in connection with the use of the Hired Goods by the Hirer;
 3. Misuse, abuse, willful and/or malicious acts, negligent and/or reckless use and/or overloading of the Hired Goods;
 4. Theft, loss or damage by whatever cause to tools and/or accessories supplied with the Hired Goods including but not limited to, hoses, points, drills bits, grease guns, electric leads, tyres and tubes;
 5. Lack of lubrication or non-adherence to other normal maintenance regimes that could reasonably be expected of the Hirer under the Hire Agreement;
 6. Disregard for instructions given to the Hirer by the Company in respect of the proper use of the Hired Goods or in contradiction of the Manufacturers instructions if supplied with the Hired Goods at the time of hiring;
 7. Unexplained disappearance of the Hired Goods;
 8. Theft of the Hired Goods in circumstances where on site security is available including, but not limited to, locked yards, building and sheds, where this security is not used by the Hirer to secure the Hired Goods whilst they are left unattended;
 9. Loading or off loading of Hired Goods from maritime vessels, transportation of Hired Goods on maritime vessels or use of Hired Goods on any wharf or bridge or over any body of water;
 10. Loading or off loading of Hired Goods using any lifting device causing the Hired Goods to leave the earth's surface of any soil for any reason;
 11. NO Damage Waiver is available to Aluminium Scaffolds, Traffic Control Equipment, Rubbish Chutes, Hydraulic Lifting Equipment including Porta Power equipment, Test Pugs and Air Bag Jacks.

- (e) Where the equipment is a Motor Vehicle, Active Hire Service will arrange motor vehicle accident damage insurance. That insurance will NOT cover the customer for the following:
 - (a) if the driver is over 25 the first \$2000 of the cost of any damage
 - (b) if the driver is under 25 the first \$2500 of the cost of any damage
 - (c) The loss or theft of the Motor Vehicle
 - (d) Costs of repairing damage:
 - to a truck above the top of the cabin
 - to or caused by a truck mounted loading device
 - caused other than by the normal use of the Motor Vehicle
 - caused while the Motor Vehicle is being driven on any Road that is unsealed or is not a public road
 - caused while the Customer is in breach of any clause of the Agreement

15. PAYMENT

Accounts are due and payable at the end of the Hire period. Hire, delivery, installation and collection charges or other charges where applicable are payable on strictly net cash terms unless otherwise specified. Where credit is extended terms are cash thirty (30) days from end of month of invoice.

16. LATE PAYMENT

Interest is payable on any amounts outstanding at the end of the Hire period at the rate of 15% per annum.

17. COLLECTION COSTS

The Hirer agrees to pay all reasonable costs of collection or legal proceedings brought to recover any amounts outstanding after the end of the hire period.

18. PURCHASE ORDER

The use of your purchase order number on this contract is for your convenience and identification only. Absence of a purchase order number shall not constitute grounds for non payment of rental charges when you have had possession, or the right to possession of the hired equipment.

19. SUBLEASE, LOANS OF EQUIPMENT AND ASSIGNMENTS

The Owner may assign its rights under the contract without the Hirer's permission but will remain bound by its terms. The Hirer may not sublease or loan the equipment without the Owner's written permission and any purported assignment shall be void.

20. STAND DOWN

Should the Hirer wish to stand down an item of equipment he must phone the Owner each day on the day stand down is required and seek a stand down number from the Owner who will have the discretion to refuse the stand down and require the equipment to be returned forthwith or made available for collection. Any stand down will commence from the time permission is granted to the Hirer by the Owner. A reduced rate of 50% of the normal daily rate may apply at the sole discretion of the Owner.

21. EXCLUSION OF WARRANTIES

This contract contains no express or implied warranties other than those which appear in this agreement. No warranty is given that the equipment is suited for its intended use. The Hirer warrants that it has made its own independent inspection and has not relied on any representations by the Owner.

22. INDEMNITY

The Hirer agrees to accept full 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 during the hire period whether or not due to the negligence of the Owner, its employee or agent or any other person and agrees to indemnify the Owner with respect to these claims. The Hirer will not allow any lien to be created over the equipment nor sell, transfer, mortgage or charge the equipment and will indemnify the Owner against any losses or expenses incurred as a result of its loss of possession of the equipment for any of these reasons.

23. SEVERABILITY

The provisions of this contract shall be severable, so that the invalidity, unenforceability, or waiver of any of the provisions shall not affect the remaining provisions.

24. JURISDICTION

The law relating to this agreement shall be the law of the State of Queensland.

25. DEFINITIONS

In this agreement the following expressions shall have the following meanings:-
25.1 The "Owner" and the "Company" is Active Hire Service Pty Ltd (ACN 010 160 862);
25.2 The "Hirer" is the person, business or corporation hiring equipment from the Owner;
25.3 The "Equipment" and the "Hired Goods" means all equipment, plant, tools, accessories, parts and motor vehicles supplied to the Hirer.

26. CALCULATION OF CHARGES

- 26.1 Charges are based on time out not time used;
- 26.2 One day's hire is for eight (8) hours work in twenty four (24) hours and extra shifts are chargeable.
- 26.3 One week is seven (7) consecutive days including weekends and holidays;
- 26.4 Extra days are charged at 1/5th of the weekly rate.

Active Hire Service Pty Ltd
 PO Box 167 Archerfield Qld 4108
 Email: accounts@activehire.com.au
 Website: www.activehire.com.au
 ABN 44 596 154 439
 ACN 010 160 862



Rocklea
 1808 Ipswich Rd, Qld 4106
 Ph: 07 3277 8566 Fax: 07 3274 1489
Hendra
 360 Nudgee Rd, Qld 4011
 Ph: 07 3630 1300 Fax: 07 3630 1299
Hemmant
 1289 Lytton Rd, Qld 4174
 Ph: 07 3890 2866 Fax: 07 3890 2899
 Beenleigh
 1 Logan River Road, Qld 4207
 Ph: 07 3287 3222 Fax: 07 3287 3266

ACTIVE HIRE - DAMAGE WAIVER COVER			
DAMAGE WAIVER COVER REQUIRED			
DAMAGE WAIVER COVER REQUIRED	YES	NO	IF NO PLEASE COMPLETE FORM.
COMPANY DETAILS			
ACTIVE HIRE ACCOUNT NUMBER			
COMPANY / BUSINESS NAME			
STREET ADDRESS			
SUBURB			
STATE			
POST CODE			
ACCOUNTS PAYABLE CONTACT DETAILS			
NAME			
TELEPHONE NUMBER ()			
FAX NUMBER ()			
EMAIL			
<i>If you have answered no please complete the following section</i>			
INSURANCE DETAILS			
INSURANCE COMPANY			
POLICY NUMBER			
DATE OF EXPIRY/...../.....		
AMOUNT OF COVER FOR HIRED PLANT AND EQUIPMENT	\$.....		
AUTHORIZATION			
(Company Name).....elect to cover all equipment hired from Active Hire under the policy as above			
NAME		
SIGNATURE		
DATE/...../.....		

On completion please **RETURN FAX TO** our Accounts Department on **(07) 32778106**

or by post to:

Accounts Department
Active Hire Services Pty Ltd.
PO Box 167
Archerfield, Qld 4106

<u>HEAD OFFICE USE ONLY</u>
ACCOUNT DETAILS ADJUSTED...../...../..... INT.....