

**MARSON HIRE
APPLICATION FOR COMMERCIAL CREDIT ACCOUNT**

Name/ Registered Company Name: _____

Trading Name (if applicable): _____

Business Address: _____ Postcode _____

ABN: _____ ACN: _____

Address for correspondence: _____

Telephone: _____ Mobile: _____ Fax: _____

Application: **The Customer applies for a Credit Account and agrees that the Terms and Conditions of Trade attached will govern all dealings between the Customer and Marson Hire.**

Credit Limit Requested \$ _____

Means & Ability to pay: The Customer warrants that it is solvent and has the future ability to pay all of its debts as & when they fall due

Acceptance: Marson Hire will be deemed to have accepted this Application if it allows the Customer to trade with it on credit

Other divisions: The Customer agrees that this Application relates to all dealings with Marson Hire

Persons completing this application:

Position: _____

Name: _____

Address (private): _____

Postcode: _____ Tel: _____

Signature: _____ Date: _____ / _____ / _____
(Signed for & on behalf of the Customer)

The person completing this application on behalf of the Customer HEREBY REPRESENTS & WARRANTS that the information set out hereon is true & correct & they are duly authorised to sign this Application on behalf of the Customer & ACKNOWLEDGES that Marson Hire will rely upon & be induced thereby to grant credit &/or to deal with the Customer.

Accounts Payable Contact: _____ Tel: _____

GUARANTEE

I/We, being Director/s and/or Guarantor(s) of the above Company, request Marson Hire (the "Owner") to enter into hire agreements from time to time with the Company and in consideration of the owner so doing I/We (jointly and severally) unconditionally guarantee to the owner the due payment by the Company of all moneys payable to the Owner by the Company of all its obligations under any such hire agreements to the intent that should the Company default I/We shall pay such moneys and all loss or damage to the Owner on demand. I/We (jointly and severally) unconditionally and irrevocably agree to indemnify and keep indemnified the Owner against all loss, damage, costs and expenses whatsoever which the Owner may suffer or incur as a result of any default on the part of the Company in relation to its obligations under any hire agreements. My/Our obligations are principal obligations and the Owner shall not be required first to proceed against the Company. This guarantee is continuing and irrevocable until the whole of the Company's obligations have been paid or satisfied, and shall not be affected in any way by the Owner granting time, credit or any indulgence to the Company. This guarantee and indemnity shall bind My/Our personal representatives. I/We by the execution of this application agree to all terms and conditions as shown on the following page of this application and consent to Marson Hire seeking information from another credit provider or credit reporting agency about my consumer credit worthiness in relation to an application for commercial or consumer credit.

Dated This: _____ Day of: _____ 20 _____

Guarantor(s) Signature: _____ Name: _____

Guarantor(s) Signature: _____ Name: _____

Witness Signature: _____ Name: _____

Are Order Numbers Required (If so, the supply of such is the client's responsibility)

(Circle) Yes No

Please tick if Damage Waiver is NOT Required - see conditions of hire

How many Days worked per Week? 5 6 7

How many Hours worked per Day? 12hrs 24hrs

A HIRE ACCOUNT, IF GRANTED, DOES NOT OBLIGE MARSON HIRE TO SUPPLY ANY GOODS.

ACCOUNTS ARE DUE AND PAYABLE WITHIN THIRTY (30) DAYS OF THE DATE OF INVOICE. THIS HIRE ACCOUNT MAY BE CANCELLED/SUSPENDED/VARIED WITHOUT NOTICE IF ACCOUNTS ARE NOT PAID BY THE DUE DATE.

Signed for and on behalf of: _____ Pty Ltd in agreeance of terms and conditions of hire and pursuant to Section 127(1) of the Corporations Law by:

Director

Director

Dated: _____

Dated: _____

**IMPORTANT NOTICE:
If you sign this Agreement to Guarantee and Indemnify you may be required to pay**

Marson Hire ("we") agree to hire the equipment (the Equipment) to you on these Terms from the commencement date until the termination date (the Hire Period) at the agreed fee. These details are shown overleaf. Irrespective of whether you sign a copy of these Terms, any Equipment we agree to hire to you will be subject to these Terms:

1. YOUR OBLIGATIONS 1.1 You acknowledge that you have inspected the Equipment and as a result of that inspection you were satisfied as to the condition, quality and safety of the Equipment, the fitness of the Equipment for your purpose and the compliance of the Equipment with our description. 1.2 You must: (a) only operate the Equipment strictly in accordance with any law and government regulation, only for its intended use, and in accordance with any manufacturer's instructions that are supplied by us or posted on the Equipment; (b) ensure that all persons operating the Equipment are suitably instructed in its safe and proper use and where necessary are fully licensed; (c) comply with all Occupational Health and Safety laws relating to the Equipment and its operation; (d) at your own expense, service, clean and maintain the Equipment in good and substantial repair and condition (reasonable wear and tear only excepted); (e) grant us the right at all reasonable times to inspect the state of repair of the Equipment and do any other act, matter or thing which may be required to be done to protect our rights in the Equipment.

2. DURATION OF HIRE 2.1 If you request an extension to the Hire Period we may, at our sole discretion, grant an extension to the Hire Period, in which event these Terms will continue to apply to the hire arrangement. 2.2 We may terminate the hire arrangement prior to the expiry of the Hire Period if you fail to pay the agreed hire fee or if you commit a breach of any of these Terms (each a "Termination Event"). 2.3 Upon the expiry or earlier termination (by a Termination Event) of the Hire Period, you shall immediately surrender and yield up the Equipment to us at your expense and in the same condition as it was at the commencement date (reasonable wear and tear only excepted). If the Equipment is not surrendered and yielded up to us, we may retake possession of the Equipment at your cost and the Hire Period will be deemed to be extended until such time as we gain possession. For that purpose, we and our employees and agents, may, without notice, liability or legal process, enter upon or into the location of the Equipment and may break open any gate, door or fastening.

3. RISK AND LIABILITY 3.1 As and from the time you take delivery of the Equipment, all risk of and associated with the Equipment will pass to you and you must indemnify us and keep us indemnified against all losses, costs and expenses associated with or arising from the use or possession of the Equipment (including damage to the Equipment caused directly or indirectly by a third party) until the Equipment is returned to us. 3.2 To the full extent permitted by law, you release and discharge us and our agents and employees from all claims and demands on us and any loss or damage whatsoever and whenever caused to you or your agents or employees whether by way of death of, or injury to, any person, accident or damage to property, delay, financial loss or otherwise arising directly or indirectly from or incidental to a breakdown of, or defect in, the Equipment or any accident to or involving the Equipment or its use or operation (whether occasioned by our negligence or otherwise) or our breach of these Terms or which may otherwise be suffered or sustained in, upon or near the Equipment.

4. BREAK DOWN OR LOSS 4.1 You must report and provide full details to us of any breakdown, accident or failure to the Equipment within 2 business days of such occurrence and subsequently return the Equipment at your own expense if we require you to do so. 4.2 You must not repair or attempt to repair the Equipment in the event of an accident, breakdown or failure. 4.3 The Hire Period will be deemed to be extended: (a) If you are responsible for any accident, breakdown or failure to the Equipment, then until the Equipment has been repaired and you have paid for the cost of the repair; and (b) If the Equipment is lost or damaged beyond repair, then until you have paid us the value of the Equipment.

5. DAMAGE WAIVER 5.1 Without prejudice to clause 3 and to avoid any doubt you acknowledge that your responsibility under clause 3 extends to loss of or damage to the Equipment arising from fire, storm, earthquake, collision, accident, theft or burglary (these events are collectively referred to as "the Events"). However if you have elected to pay the Events Waiver stipulated overleaf (which is calculated at 12% of the GST exclusive hire charges otherwise applicable) then we agree to waive the rights we would otherwise have in respect of the loss or damage to the Equipment if:- (a) the loss or damage arises wholly from one or more of the Events; and (b) you have promptly reported to us and the police in writing the circumstances of the Event; and (c) you promptly pay to us, where an item of Equipment has been damaged and can be repaired, for each such item of Equipment an amount equal to the lesser of:- (i) the cost of repairs, or (ii) \$1,000.00; and (d) you have not either misappropriated or wrongfully converted the item of Equipment; and (e) the Equipment has not disappeared in circumstances where it is not likely that there has been either theft or burglary; and (f) the loss or damage has not resulted from or been contributed to by overloading or exceeding rated capacity, improper servicing or any repairs carried out by you, exposure to any corrosive, toxic, or otherwise hazardous substances or any other misuse or abuse of the Equipment; and (g) the loss or damage is not to tyres or to accessories forming part of the Equipment; and (h) the loss or damage has not occurred whilst the Equipment is being carried over water (special insurance needs to be taken out for these occasions), and (i) the loss or damage has not occurred whilst the Equipment is in transit or being loaded or unloaded except where transit loading or unloading is carried out by us or our agent, and (j) the loss or damage has not been caused or contributed to by:- (i) negligence of you or your agents, employees or persons to whom you have given possession of the Equipment concerned; or (ii) use of the Equipment concerned in breach of any law, regulation, by law or any provision of these Terms and further we do not under any circumstances waive our right to be indemnified under clause 3.1 against the claim of any third party.

6. APPLICABLE LAW AND JURISDICTION 6.1 These Terms will be governed by and construed in accordance with the laws of South Australia and parties irrevocably submit to the non exclusive jurisdiction of the Courts of South Australia in respect of any claim or dispute arising out of or in connection with these Terms.

7. COMPETITION AND CONSUMER ACT 2010 These Terms shall be read subject to the Competition and Consumer Act 2010 (Cth) and to any implied terms, conditions or warranties imposed by that Act or any other Commonwealth, Territory or State legislation insofar as such legislation may be applicable and prevents either expressly or impliedly the exclusion or modification of any such term, condition or warranty, and our liability shall be limited to the maximum extent permitted by law.

8. PAYMENTS AND INTEREST CHARGES 8.1 Time is of the essence in respect of your payments due to us. 8.2 You will pay interest on amounts due to us that are the payment terms at the rate of 5% (five per cent) per month accrued daily and compounded monthly from the date payment is due to the date on which payment is received by us. 8.3 You will be liable to us for all costs and expenses (including legal costs) incurred by us in the collection of any overdue account, or incurred by us due to any breach or default of these terms, and shall pay the same to us immediately upon notice or demand.

9. PPSA FURTHER ASSURANCES 9.1 This clause applies to the extent that these Terms provide for a 'security interest' for the purposes of the Personal Property Securities Act 2009 (Cth) ("the PPSA"). 9.2 References to the PPSA in these Terms include references to amended, replacement and successor provisions or legislation. 9.3 If we do not have a PPSA registration ensuring a perfected first priority security interest in the Equipment, at the commencement date, then the Hire Period, (including any extension of the Hire Period or the aggregate of consecutive Hire Periods during which you have substantially uninterrupted possession) may not despite anything else in these Terms be longer than: (a) 89 days in the case of Equipment which may or must be described by serial number in a PPSA registration; or (b) a year in any other case. 9.4 We may register our security interest. You must do anything (such as obtaining consents and signing documents) which we require for the purposes of: (a) ensuring that our security interest is enforceable, perfected and otherwise effective under the PPSA; (b) enabling us to gain first priority for our security interest; and (c) enabling us to exercise rights in connection with the security interest. 9.5 Our rights under these Terms are in addition to and not in substitution for our rights under any law and we may choose whether to exercise. 9.6 Anything that is required to be done under this Clause 9 shall be done by you at your own expense. You agree to reimburse our costs in connection with any action we take under or in connection with this Clause 9. 9.7 You acknowledge and agree: a) the Owner may charge, mortgage or grant a security interest ("Security") in these Terms and/or the Equipment in favour to a third party (Security Holder) without your consent; and b) the exercise of any rights by the Security Holder under a Security will not constitute a breach or default under these Terms or otherwise entitle you to terminate, rescind or revoke these Terms; and c) your rights in respect of the Equipment are expressly subject and subordinated to the rights of the Security Holder (whether arising under the Security, at law or otherwise). Nothing in these Terms will in any way limit, reduce, vary or otherwise qualify the rights of a Security Holder under or in connection with any Security, any other document connected with any Security or any Equipment and the Security Holder will be entitled to exercise all of its rights under or in respect of the Security to the same extent as if these Terms had not been entered into; and d) If a Security becomes enforceable: (i) the Owner may by notice to you terminate these Terms and upon such notice your right to possess and use the Equipment automatically ceases and you must surrender possession and control of the Equipment to the Security Holder or the Owner, notwithstanding that you may not be in breach or default of your obligations under these Terms; and (ii) the Security Holder may enter any premises where any Equipment is located to exercise any rights of the Owner or the Security Holder under any Security, these Terms or at law including, if the need arises, the right to remove the Equipment from the relevant premises. You agree to obtain all necessary consents from the owner, occupier and other interested persons (such as any mortgagee) of the relevant premises where the Equipment is located to enable the Security Holder and Owner to do this. You acknowledge, including for the benefit of the Security Holder that by entering into these Terms, the Owner will be in breach of the Security unless you agree to the terms set out in paragraphs (a) to (c) in this clause. 9.8 Assignment You may not assign these Terms, your rights under them or the Equipment or permit another person to hold an interest in or any form of security over these Terms or the Equipment without the Owner's prior written consent. You may not lease, licence, hire or rent the Equipment to any person or give possession of the Equipment to any person other than the Owner or the Security Holder without the Owner's prior written consent.

10. AUTHORITY The person signing the document for and on behalf of the entity hiring the Equipment hereby covenants with us that he or she has the authority to enter into these Terms on behalf of the entity hiring the Equipment and is empowered to bind that entity to these Terms and hereby indemnifies us against all losses and costs we incur arising out of the person so signing these Terms failing to have such power and/ or authority.

END OF GENERAL TERMS

1405 Main North Rd, Para Hills West, SA, 5096

www.marsonhire.com.au