

APPLICATION FOR CREDIT

Customer Details

Trading Name:
 Legal Entity Name:
 Postal Address:
 Business Address:
 Contacts – Purchasing:Accounts Payable:
 Phone No: Fax No: Mobile:
 Email Address:

Sole Trader/Partnership/Company

Registered Business Name:
 Registered Office Address:
 A.B.N:Nature of Business:Commenced:

Proprietors/Partners/Director Details full names(s), residential address(s) and Phone number(s)

Name:Phone No:
 Address:
 Name:Phone No:
 Address:
 Name:Phone No:
 Address:

Bank: **Branch:**

Estimated amount of credit required in any one month:

Three (3) Trade References:

Company Name:Average Monthly Value :\$.
 Address:
 Phone No: Contact:
 Company Name: Average Monthly Value :\$
 Address:
 Phone No:..... Contact:.....
 Company Name:.....Average Monthly Value:\$.
 Address:
 Phone No: Contact:

I certify that the above information is true and correct and that I am authorised to make this application for credit. I have read and understand the TERMS and CONDITIONS OF TRADE (overleaf or attached of United Cranes & Rigging Pty Ltd which for part of and are to be read in conjunction with the Application for Credit and agree to be bound by these conditions. I authorise the use of my personal information as detailed in the Privacy Clause detailed within.

Application for Credit

The customer applies for and the Guarantors (if applicable) request United Cranes & Rigging to open a Credit Account in the name of the Customer and to supply Services to the Customer.

Authorised signature: Print Name:

Indicate if Sole Trader/Partner/Director/Employee Position:

1. Definitions:

1.1 "Seller" shall mean United Cranes & Rigging Pty Ltd its successors and assigns or any person acting on behalf of or with the authority of United Cranes & Rigging Pty Ltd.

1.2 "Client" shall mean the Client (or any person acting on behalf of and with the authority of the Client), as described on any quotation, work authorisation or any other form as provided by Seller to the Client.

1.3 "Guarantor" means that person (or persons), or entity who agrees to be liable for the debts of the Client on a principle debtor basis.

1.4 "Goods" shall mean goods and or Equipment supplied by the Seller to the Client (and where the context so permits shall include any supply of Services as hereinafter defined) and are as described on the invoices, quotation, work authorisation or any other forms as provided by the Seller to the Client

1.5 "Equipment" means all Equipment (including any accessories, machinery, tools and associated items, manuals, log books and the Seller's vehicles as accompanies such Equipment.

1.6 "Services" shall mean all Services supplied by the Seller to the Client and includes any advice or recommendations (and where context so permits shall include any supply of goods as defined above)

1.7 "Price" shall mean the Price payable for the goods as agreed between the Seller and the Client in accordance with clause 4 of this contract.

1.8 "Hire period" shall mean the term of the goods as specified in the purchase order and which may include weekends and/or public holidays and continues until the supply of Services is completed or the hire contract is terminated in accordance with these terms and conditions or such further period as agreed by the parties in writing.

1.9 "Charges" means the cost of the hire (plus and GST where applicable) of the Equipment and/or goods as agreed with the Seller and the Client subject to clause 4 of this contract.

1.10 "Purchase order" means any order in writing by or on behalf of the Client for the supply of goods and/or Services by the Seller and each schedule or document accompanying such purchase order.

1.11 "Hire" can mean "Dry Hire" where the Equipment supplied by the Seller without an operator, or "Wet Hire" where the Equipment supplied by the Seller with an operator (this includes riggers, dogmen, drivers and any such employee or agent of the Seller), who shall at all times remain an employee or representative of the Seller.

1.12 "Site" means the location of which the Equipment is to be operated.

1.13 "PPSR" means the Personal Property Securities Register established under the Personal Property Securities Act 2009.

1.14 "Charges" means the cost of the hire (plus any GST where applicable) of the goods, Services and /or Equipment as agreed between the Seller and the Client subject to clause 6 of this contract.

2. The Commonwealth Trade Practices Act 1974 ("TPA") and Fair-Trading Acts ("FTA")

2.1 Nothing in this agreement is intended to have the effect of contracting out of any applicable provisions of the TPA or the FTA in each of the state and territories of Australia, except to the extent permitted by those Acts where applicable

3. Acceptance

3.1 Any instruction received by the Seller from the Client for the supply of goods and/or the Client's acceptance of goods supplied by the Seller shall constitute acceptance of the terms and conditions contained herein.

3.2 Where more than one Client has entered into this agreement, the Clients shall be jointly and severally liable for all payments of the Price.

3.3 Upon acceptance of these terms and conditions by the Client, the terms and conditions are binding and can only be amended with the written consent of the Seller.

3.4 The Client shall give the Seller not less than fourteen (14) days prior written notice of any proposed change of ownership of the Client or any change in Client's name and/or any other change in the Client's details

(including but not limited to, changes in the Client's address, phone number, or business practice). The Client shall be liable for any loss incurred by the Seller as a result of the Client's failure to comply with this clause. Goods are supplied by the Seller only on the terms and conditions of trade herein to the exclusion of anything to the contrary in the terms of the Client's order notwithstanding that any such order is placed on terms that purport to override these terms and conditions of trade.

4. Price and Payment

4.1 At the Seller's sole discretion to the Price shall be either:

a) as indicated on invoices provided by the Seller to the Client in respect of goods supplied: or b) the Seller's quoted Price (subject to clause 4.2) which shall be binding upon the Seller provided that the Client shall accept the Seller's quotation in writing within thirty (30) days.

4.2 The Seller reserves the right to change the Price in the event of a variation to the Seller's quotation. Any variation from the plan of scheduled works or specifications (including, but not limited to, any variation as a result of increases to the Seller in the cost of materials, Services and labour) will be charged for on the basis of the Seller's quotation and will be shown as variations on the invoice. Payment for all variations must be made in full at their time of completion.

4.3 The Seller may submit a detailed payment claim at weekly intervals for work performed up to the end of each month. The value of work so performed shall include the reasonable value of authorised variations.

4.4 At the Seller's sole discretion a non-refundable deposit may be required.

4.5 At the Seller's discretion: a) payment for approved Clients shall be fourteen (14) days following the date of the invoice: or b) payment for approved Clients shall be thirty (30) days following the date of the invoice.

4.6 Time for payment for the goods shall be of the essence and will be stated on the invoice or any other forms. If no time is stated, then payment shall be due fourteen (14) days following the date of the invoice.

4.7 Payment will be made by cash, or by bank cheque, or by direct credit, or by any other method as agreed between the Client and the Seller.

4.8 GST and other taxes and duties that may be applicable shall be added to the Price except where expressly included in the Price.

5. Hire period

5.1 The hire period shall commence and Charges shall be paid by the Client to the Seller, from the time the Equipment departs from the Seller's premises and will continue until (whichever last occurs) a) the termination of the hire period b) the return of the Equipment to the Seller's premises in good operating condition, reasonable wear and tear accepted, c) the date which the Equipment is available for recovery by the Seller, as notified by the Client (if such recovery is agreed to by the Seller), provided that the Equipment is recovered in good operating condition, reasonable wear and tear accepted, d) the expiry of the hire period.

5.2 Notwithstanding clause 5.1, the Client shall provide a minimum of one (1) weeks' notice to the Seller of their intention to return the Equipment and the date of expiry or cessation of this contract shall in all cases be treated as a full day's hire.

5.3 The Seller reserves the right to take possession of the Equipment at any time and without notice to the Client when , in the Seller's opinion, the Equipment is endangered or imperilled by any reason or cause whatsoever The Client indemnifies the Seller in respect of any loss arising from any act done under or by virtue of this clause. Any action taken by the Seller or the Client as set forth herein shall be without any prejudice to any other rights that the Seller or Client may have respectively.

6. Hire – "Wet Hire" and "Dry Hire"

6.1 The Client shall be responsible for: a) ensuring the Seller has clear and free access and egress from the Site, b) ensuring the ground and access at the Site is firm and stable with adequate compaction to support the Equipment under it wheels, tracks, or outriggers, including any footpaths, curbs and channels are suitably planked, c) ensuring that the Site (or access thereto) does not have excessive slope, d) ensuring that adequate lighting is provided during the provision of the Services, e) making sure that necessary arrangements are made to provide access through private property. f)

ensuring that a maximum clearance of three and a half metres (3.5m) is allowed in respect of overhead obstacles, trees or powerlines. g) notifying the Seller of any underground Services on Site, h) no other party ever attempts to operate the Equipment without the expressed written consent by the Seller

6.2 the Client shall provide amenities and first aid Services to the Seller's employees in accordance with applicable health and safety regulations in the state where the Services are undertaken.

6.3 should it be necessary for the Equipment to be towed in, or out of the Site, then the Client shall be responsible for all damage and/or salvage costs involving the Equipment and said costs shall be in addition to the Charges.

6.4 the Seller shall be entitled to rely on the declared weight declared by the Client when arranging handling thereof and the Client shall be responsible for all extra costs incurred by the Seller and for all and all damage sustained by the reliance on declared weight if the declared weight is found to be incorrect.

6.5 provide adequate security for any Equipment left at the Site overnight or during periods when the Site is unattended.

6.6 the Seller will be responsible for ensuring their employees, contractors and persons working under its direction shall: a) take active steps to review operating manuals to ensure they are familiar with the safe operation and operating parameters of the Equipment, b) maintain servicing of the Equipment in accordance with the Seller's pre-start checks. The Equipment is to be cleaned, maintained, lubricated to the standard and level specified in the manual or as otherwise specified by the Seller and record such checks in the log book provided. c) be qualified and trained personnel whom will operate the Equipment and that they hold the current licenses to operate the Equipment. d) wear suitable protective and high visibility clothing when working with/ on / or around the Equipment. e) to operate the Equipment to the standard of skill, knowledge and competence of an experienced and professional operator in compliance with the relevant laws required f) be fit for duty and not under the influence of alcohol or drugs.

6.7 The Seller reserves the right not to enter the Site if the Seller believes it unsafe and the Client shall remain liable for the Charges payable until the issues is resolved.

6.8 The operator of the Equipment shall operate in accordance with the instructions of the Client and accordingly, the Client shall be liable for all responsibility and costs incurred as a result of the actions of the operator whilst following the instructions of the Client.

6.9 In the event of the Client requiring an employee of the Seller to undertake a recognised safety course and / or induction and / or medical examination during working hours, the Client shall be liable to pay the hourly Charges for that period, notwithstanding the Equipment is not being operated during such time.

7. Insurance

7.1 The Client accepts full responsibility for the safekeeping of the Equipment and must effect and maintain insurance in the name of the Seller and the Client for their respective rights and interests whilst the Equipment is at the Site or in transit between the Site and the Seller's premises in respect of the following: a) the full replacement value of the Equipment against such risk as the Seller may nominate, or in the absence of such nomination, against loss or damage by theft, fire, accident and other such risks, excluding liability for claims being the subject of compulsory third party injury insurance on vehicles registered by the Seller, b) a policy of employer's indemnity insurance and workers compensation insurance in respect of employees of the Client in respect of damage or loss caused by the use, maintenance, repair and storage of the Equipment, c) public risk liability and product defect liability and any other such insurance in support of the indemnities contained within this contract and must in respect of any policy of insurance, deliver to the Seller a copy of the policy and promptly pay all premiums and stamp duty applicable to the policy, d) both the Seller and the Client are entitled to receive payments of money under that insurance policy affected pursuant to clause 7.1 according to the interest in

the policy. Each party agrees to assist and cooperate with the other in making, pursuing and settling any claim made under the policy.

7.3 The Client will expend all money received by it under the policy in respect to the damage to the Equipment in restoring or replacing the Equipment to its condition prior to the commencement of this contract, subject to reasonable wear and tear and if such money is sufficient, the Client will make good the deficiency at their own cost.

8. Risk

8.1 If the Seller retains ownership of the goods nonetheless, all risk for the goods passes to the Client on delivery.

8.2 If any of the goods are damaged or destroyed following delivery but prior to ownership passing to the Client, the Seller is entitled to receive all insurance proceeds payable for the goods. The production of these terms and conditions by the Seller is sufficient evidence of the Seller's rights to receive the insurance proceeds without the need for any person dealing with the Seller to make further enquiries.

9. Intellectual property

9.1 Where the Seller has designed, drawn or written goods and plans for the Client, then the copyright in those designs and drawings and documents shall remain vested in the Seller and shall only be used by the Client at the Seller's discretion.

9.2 The Client warrants that all designs or instructions to the Seller will not cause the Seller to infringe any patent, registered design or trademark in execution of the Client's order and the Client agrees to indemnify the Seller against any action taken by a third party against the Seller in respect of any such infringement.

9.3 The Client hereby authorises the Seller to utilise images of the goods or plans designed or drawn by the Seller in advertising, marketing or competition material by the Seller.

10. Default and consequences of default

10.1 Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two & a half percent (2.5%) per calendar month (and at the Seller's discretion such interest shall compound monthly at such a rate).

10.2 In the event that the Client's payment is dishonoured for any reason, the Client shall be liable for any dishonour fees incurred by the Seller.

10.3 If the Client defaults in payment of any invoice when due, the Client shall indemnify the Seller from and against all costs and disbursements incurred by the Seller in pursuing the debt including legal costs on a solicitor and own Client basis and the Seller's collection agency costs.

10.4 Without prejudice to any other remedies the Seller may have, if at any time the Client is in breach of any obligation (including those relating to payment), the Seller may suspend or terminate the supply of goods or Services to the Client and any of its other obligations under the terms and conditions. The Seller will not be liable for any loss or damage the Client suffers because the Seller has exercised its rights under this clause.

10.5 Without prejudice to the Seller's other remedies at law, the Seller shall be entitled to cancel all or any part of any order of the Client which remains unfulfilled and all amounts owing to the Seller shall, whether or not due for payment, become immediately payable in the event that: a) any money payable to the Seller becomes overdue, or in the Seller's opinion the Client will be unable to meet its payments as they fall due, b) the Client becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or c) a receiver, manager, liquidator or similar person is appointed in respect of the Client of any asset of the Client.

11. Compliance with Laws

11.1 The Client and the Seller shall comply with the provisions of all statutes, regulations and bylaws of government and other public authorities that may be applicable to the Services including Return to Work. SA laws relating to building/construction Sites and other relevant safety standards or legislation, particularly those in relation to asbestos and / or other hazardous materials (and the safe removal and disposal of the same). The Client agrees to indemnify the Seller against all claims arising from health issues related to exposure to asbestos on Site.

11.2 The Client shall obtain (at the expense of the Client) all licenses and approvals or notices (including local government approvals) that may be required in relation to use or transport of the hire Equipment.

12. Personal Property Securities Act 2009 (PPSA)

12.1 In this clause financing statement, financing charge statement, security agreement and security interest has the meaning given to it by the PPSA

12.2 Upon assenting to these terms and conditions in writing the Client acknowledges and agrees these terms and conditions constitute a security agreement for the purposes of the PPSA and creates a security interest in all Equipment and / or collateral – being a monetary obligation of the Client to the Seller for Services that has previously been supplied and that will be supplied in the future by the Seller to the Client

12.3 The Client undertakes to : a) promptly sign any further documents and/or provide any information which the Seller may reasonably require to 1) register a financing statement or financing charge statement in relation to a security interest on the Personal Property Securities Register 2) register any other document required to be registered to the PPSA or 3) correct a defect in a statement referred to in clause 12.3.a.1 or 12.3.a.2 b) indemnify and upon demand reimburse the Seller for all expenses incurred in registering a financing statement on the Personal Property Securities Register established by the PPSA or releasing any registration made thereby c) not register a financing charge statement in respect of a security interest without the prior written consent of the Seller d) not register, or permit to be registered, a financing statement in relation to the Equipment in favour of a third party without the prior written consent of the Seller.

12.4 The Seller and the Client agree that sections 96, 115 and 125 of the PPSA do not apply to the security agreement created by these terms and conditions

12.5 The Client waives their rights to receive notices under sections 95, 118, 121(4), 130, 132/3(d) and 132(4) of the PPSA

12.6 The Client waives their rights as a grantor and /or a debtor under sections 142 and 143 of the PPSA

12.7 unless otherwise agreed to in writing by the Seller, the Client waives their right to receive a verification statement in accordance with section 157 of the PPSA

12.8 the Client must unconditionally ratify any actions taken by the Seller under clauses 12.3 and 12.5

12.9 Subject to any express provisions to the contrary nothing in these terms and conditions is intended to have the effect of contracting out of any of the provisions of the PPSA.

15.10 Only to the extent that the hire of the Equipment exceeds a two (2) year hire period, shall this clause 12 apply as a security agreement in the form of PPS lease in respect of Section 20 of the PPSA, in all other matter in this clause 12 will generally apply for the purposes of the PPSA

13. Confidentiality

13.1 Each party agrees to treat all information and ideas communicated by the other party confidential and each agrees not to divulge it to a third party.

13.2 the quotation, hire agreement, or any other information provided by the Seller to the Client is done so in a “commercial in confidence” basis thereby, the Client agrees not reproduce or provide said information in any manner to any third party without the prior written consent of the Seller.

14. Force Majeure

14.1 Neither party will be liable for any default due to any act of god, war, terrorism, civil disturbance, riot, government intervention or regulations, council conditions or specifications, strike, lockout, industrial dispute, fire, flood, storm or other event beyond the reasonable control of either party. (“Force Majeure”)

14.2 If a party becomes unable (wholly or partly) by Force Majeure, to carry out its duties or obligations under this contract, a) the party must give the other party prompt written notice of 1) detailed particulars of the force majeure, 2) so far as known, probably extent to which the party will be unable to perform or will be delayed in performing the duty or obligation.

c) the party will use all reasonable efforts to overcome or remove the force majeure as quickly as possible and d) shall be entitled to terminate the contract or extend the time for performance without penalty, if the force majeure event continues for a period in excess of fourteen (14) business days.

15. Building Work Contractors Act 1995

Nothing in this agreement is intended to have the affect of contracting out of any applicable provisions of the Building Work Contractors Act 1995 of South Australia, except to the extent permitted by the Act where applicable.

16. General

16.1 The failure by either party to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect that party’s right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable, the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.

16.2 These terms and conditions and any contract to which they apply shall be governed by the laws of South Australia and the state in which the Seller has its principal place of business.

16.3 The Client agrees to assist and cooperate with the Seller in relation to the Seller exercising any and all of their rights in respect to the Equipment, including without limitation to the Seller instituting, carrying or enforcing, compromising or completing any legal proceedings which the Seller thinks desirable to protect their rights in respect of the Equipment.

16.4 The Seller may license and / or assign all or any part of its rights and / or obligations under this contract without the Client’s consent.

16.5 The Client cannot license or assign without the written approval of the Seller

16.6 The Seller may elect to subcontract out any part of the Services but shall not be relieved from any liability or obligation under this contract by so doing. Furthermore, the Client agrees and understands that they have no authority to give any instruction to any of the Seller’s sub-contractors without the authority of the Seller.

16.7 The Client agrees that the Seller may amend their general terms and conditions for subsequent future contracts with the Client by disclosing such to the Client in writing. These changes shall be deemed to take effect from the date on which the Client accepts such change, or otherwise at such time as the Client makes a further request to the Seller to provide Services or Equipment to the Client.

16.8 Both parties warrant that they have the power to enter into this contract and have obtained all necessary authorisations to allow them to do so, they are not insolvent and that this contract creates binding and valid legal obligations on them.

17. Privacy Policy

All emails, documents, images or other recorded information held or used by the Seller is personal information and therefore considered confidential. The Seller acknowledges its obligation in relation to handling, use, disclosure and processing of personal information pursuant to the Privacy Act 1988 (“the act”) including IIC of the act being Privacy Amendment (Notifiable Data Breaches) act 2017. The Seller acknowledges that in the event it becomes aware of any data breaches and / or disclosure of the Client’s personal information, held by the Seller that may result in serious harm to the Client, the Seller will notify the Client in accordance with the act. Any release of such personal information must be in accordance with the act and must be approved by the Client by written consent unless subject to an operation of the law.

