



ABN 23 314 401 207

## **APPLICATION FOR CREDIT ACCOUNT**

### **Trading Terms 30 days**

- Registered Business Name: \_\_\_\_\_
- Trading As: \_\_\_\_\_
- Australian Company Number: \_\_\_\_\_
- Abn: \_\_\_\_\_
- Postal Address: \_\_\_\_\_
- Street Address: \_\_\_\_\_
- Registered Office Address: \_\_\_\_\_
- Telephone – Business: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-Mail: \_\_\_\_\_
- Name And Address Of Sole Trader, Partners Or Directors  
(Full Christian Names And Residential Address)  
\_\_\_\_\_  
\_\_\_\_\_

- Please State If Trading Name Has Any Involvement With A Trust: Yes ☐ No ☐

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- Name Of Bank: \_\_\_\_\_
- Branch: \_\_\_\_\_
- Estimated Monthly Credit Requirements: \$ \_\_\_\_\_
- Please Tick If You Would Like To Apply 9% Damage Waiver    Yes ☐    No ☐

(If You Do Not Wish To Pay 9% Damage Waiver You Will Need To Supply Aplant Hire With Your Current Certificate Of Currency)(If you do not tick Yes or No damage waiver will be applied)

- Are Purchase Order Number Required    Yes ☐    No ☐
- Two Trade References (Major Suppliers Please)

**1.**    Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Average Monthly Spend: \$ \_\_\_\_\_

**2.**    Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Average Monthly Spend: \$ \_\_\_\_\_

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**Please Print And Sign This Page As Well As Last Page Of Terms And Conditions**

\_\_\_\_\_  
Name of Authorised Representative      (Please print)

\_\_\_\_\_  
Signature of Applicant or Authorised Representative

\_\_\_\_\_  
Date

**Please return to: [admin@aplant.com.au](mailto:admin@aplant.com.au)**

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## Hire Contract Standard and Special Terms and Conditions

### STANDARD TERMS AND CONDITIONS

#### 1. Definitions:

Company: APlant Hire Pty Ltd (ACN 613 360 071)

Customer: the person/entity hiring the Equipment as named in the Hire Contract.

Equipment: the items for hire listed in the Hire Contract.

Hire Contract: The Hire Contract Specifications, the Standard Terms and Conditions, any applicable Special Terms and Conditions and the invoice.

PPS Law: means the Personal Property Securities Act 2009

Off-Hire Date: means the date when:

a. the Hire Period has ended and the Equipment has been returned to our branch from which the Equipment was supplied; or

b. that branch issues an official off-hire number to you after you correctly confirm that the Equipment is no longer required and is available for collection

Weekly Rate: means the Daily Rate multiplied by seven

Termination: the action of terminating something or the fact of being terminated, to end

Hire Charges: means the amount payable to us by you for the use of the Equipment determined in accordance with these Terms.

Hire Period: means the period (including any weekends or public holidays) commencing on the Commencement Date and ending on the Off Hire Date.

Miscellaneous: consisting of members or elements of different kinds; of mixed character

#### 2. Hire Period:

2.1 The Customer is entitled to use the Equipment for the period of time specified in the Hire Contract.

Any variation to this period must be agreed by the Company.

2.2 The hire period commences when the Customer takes possession of the Equipment or when the Company delivers the Equipment in accordance with the Customer's instructions.

2.3 The hire period ends when the Customer returns the Equipment to the Company or when the Company issues the Customer with an off-hire number.

2.4 The Customer must return the Equipment to the Company on the Expected Off-Hire date specified in the Hire Contract, unless the Customer has agreed with the Company that the Company will collect the Equipment from the Customer and has notified the Company that the Equipment is ready for collection. When notifying the Company that the Equipment is ready for collection, the Customer must obtain an 'off-hire' number, failing which the Customer will be deemed not to have notified the Company that the Equipment was ready for collection. Any change to the Off-Hire date must be agreed by the Company.

#### 3. Title to Equipment:

3.1 The Customer acknowledges that in all circumstances the Company retains title to the Equipment and the rights of the Customer to use the Equipment are as a bailee only.

3.2 The Customer will not be entitled to offer, sell, assign, sub-let, mortgage, pledge or otherwise deal with the Equipment in any way which is inconsistent with the rights of the Company as owner of the Equipment.

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#### 4. Hire and Other Charges:

4.1 Discounts Agreed in Writing: The only discounts available to the Customer shall be those agreed in writing by the Company. If the Customer breaches any of these terms and conditions then any discount on any unpaid invoice is automatically revoked and the non-discounted price is payable for all Hire Charges from that time onwards

4.2 Hire: The Customer will pay the Company the hire charges set out in the Hire Contract. The Customer is not entitled to any discount or rebate if the Equipment is not used by the Customer for the entire hire period.

4.3 Consumables: The Customer shall be liable for the reasonable cost of consumables provided by the Company and used by the Customer during the hire period.

4.4 Tax and Government Charges: The Customer shall be liable for stamp duty (Where applicable), GST and all other applicable taxes, duties, levies, penalties and any other government charges imposed on the Hire Contract or in respect of the hire period.

4.5 Credit Card Payments: The Customer acknowledges that the Company may impose a charge for accepting payments by credit card.

4.6 Delivery: If the Customer requires the Company to deliver, collect or install the Equipment, the Customer shall be liable for the cost of delivery, collection or installation.

4.7 Late Return of Equipment: If the Customer does not return the Equipment to the Company premises until after 8.00 a.m. on the day following the Expected Off-Hire date specified in the Hire Contract, the Customer will be charged a minimum of an additional half day hire if the Equipment is returned before 12 noon, or an additional full day hire if the Equipment is returned after 12 noon.

4.8 Payment Due Date: The Customer is required to pay all fees, charges and costs that may become due and payable under the Hire Contract within 30 days of the invoice date.

4.9 Late Payment: If a Customer does not pay the amount of the Hire Contract invoice by the payment due date, a late payment fee of 10% per month may be imposed. In addition, the Customer will be liable to indemnify the Company for all expenses and legal costs incurred by the Company as a result of the Customer's failure to pay the amount of the Hire Contract invoice by the payment due date.

#### 5. Customer's Obligations:

5.1 Possession and Use by Customer: The Hire Contract is personal to the Customer and the Customer will not allow any other person or entity to use or have possession of the Equipment at any time during the hire period.

5.2 Operation of Equipment: The Customer warrants that at all times it will:

- (a) operate the Equipment safely, strictly in accordance with all laws, only for its intended use and in accordance with the manufacturer's instructions
- (b) ensure persons operating or erecting the Equipment are suitably instructed in its safe and proper use and where necessary hold a current Certificate of Competency and/or are licensed to use it
- (c) display, maintain and draw attention to safety signs and instructions (as required by law), ensure that instructions are observed and signs are not removed or defaced
- (d) ensure all persons operating the equipment wear suitable clothing and protective equipment as required or recommended by the manufacturer or by the Company
- (e) ensure that no persons operating the Equipment are under the influence of drugs or alcohol; and
- (f) conduct a site hazard assessment prior to using the Equipment at a site

5.3 Cleaning and Maintenance: The Customer must:

- (a) clean, fuel, lubricate and maintain the Equipment in good condition and in accordance with the manufacturer's and the Company's instructions; and
- (b) not in any way alter, modify, tamper with, damage or repair the Equipment without the Company's written consent

5.4 Safekeeping: The Customer must ensure that during the Hire Period (and until the Equipment is collected by the Company after the issue of an off-hire number) the Equipment is stored safely and securely and is protected from theft and seizure.

5.5 Alteration and Identifying Marks: The Customer must not alter, deface or erase any identifying mark, plate or number on the Equipment.

5.6 Suitability: The Customer is deemed to be satisfied as to the suitability, condition and fitness for purpose of the Equipment unless the Company is otherwise notified within 24 hours of the commencement of the hire period.

5.7 Inspections: The Customer consents to the Company inspecting the Equipment from time to time during the hire period. In addition, the Customer may arrange a joint inspection with the Company at the end of the hire period.

5.8 Safe Loading: The Customer will safely secure all Equipment (or items loaded in or on the Equipment) loaded in or on the Customer's vehicle.

5.9 Location: The Customer must not remove the Equipment from the State in which it was hired without the Company's written consent.

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#### 6. Lost, Stolen or Damaged Equipment:

If the Equipment is lost, stolen or damaged during the hire period (and until the Equipment is collected by the Company after the issue of an off-hire number), the Customer shall be liable:

- (a) for any costs incurred by the Company in repairing or replacing the Equipment; and
- (b) for any other costs whatsoever incurred by the Company as a result of the loss, theft or damage to the Equipment

#### 7. Termination:

7.1 The Company may terminate the Hire Contract immediately by notice to the Customer, if:

- (a) the Customer breaches any term of the Hire Contract; or
- (b) the Customer becomes bankrupt or insolvent, executes a personal insolvency agreement, enters into liquidation, administration, receivership or ceases to carry on business.

7.2 The Company may terminate the Hire Contract for any other reason by 24 hours notice.

#### 8. Recovery of Equipment:

If the Customer is in breach of the Hire Contract or if the Company has terminated the Hire Contract with the Customer pursuant to clause 8 above, the Company may take all steps necessary (including legal action) to recover the Equipment, including entering the Customer's premises to do so.

#### 9. Indemnities and Exclusion of Liabilities:

9.1 Subject to clause 9.2 and except as expressly provided to the contrary in the Hire Contract all terms, conditions, warranties, undertakings, inducements or representation whether express or implied, statutory or otherwise, relating to the Company's obligations under the Hire Contract are excluded.

9.2 Where any Act of Parliament implies a term, condition or warranty in this Hire Contract and that Act prohibits provisions in a contract excluding or modifying the application, exercise or liability under that term, condition or warranty, such term, condition or warranty shall be deemed to be included in this Agreement provided that the liability of the Company for breach of the term, condition or warranty is limited to the repair or replacement of the Equipment or the supply of substitute Equipment (or the cost of doing so).

9.3 Subject to clause 9.2, the Company shall not be under any liability to the Customer for consequential loss or damage (including loss of actual or anticipated profits or revenue, economic loss of any kind or any loss suffered as a result of any claim or claims by third parties) in contract, tort (including negligence) under statute or otherwise from or in relation to the Equipment or this Hire Contract.

9.4 The Customer is liable for and indemnifies the Company against all liability, loss, costs and expenses (including legal fees, costs and disbursements on the higher of a full indemnity basis and a solicitor/ client basis, determined without taxation, assessment or similar process and whether incurred or awarded against the Company) arising from or incurred in connection with Customer's hire and use of the Equipment or its breach of the Hire Contract.

9.5 Each indemnity in this Hire Contract is a continuing obligation, separate and independent from the other obligations of the parties and survives termination, completion and expiration of this Hire

Contract. It is not necessary for a party to incur expense or make any payment before enforcing a right of indemnity conferred by this Hire Contract. The Customer must pay on demand any amount it must pay under an indemnity in this Hire Contract.

9.6 For the purposes of clauses 9.3 to 9.5, use of Equipment operated by an Operator supplied by the Company will be use of the Equipment by the Customer.

#### 10. PPS Law

10.1 This clause applies to the extent that our interest in respect of a hire or sale of Equipment provided for in this document is purposes of the PPS Law.

10.2 We may register any actual impending or likely security interest. You may not make any Claim against us in respect of any registration even if it is determined that we should not have registered a security interest. You must do anything (such as obtaining consents and signing documents) which we require for the purposes of ensuring that our security interest is enforceable, perfected, first in priority and otherwise effective under the PPS Law

10.3 Our rights under this document are in addition to and not in substitution for our rights under other law (including the PPS Law) and we may choose whether to exercise rights under this document, and/or under such other law, as we see fit.

10.4 To the extent that Chapter 4 of PPS Law applies to any security interest under this document, you agree to waive any period of or right to notice that would otherwise apply under Chapter 4 in your favour in respect of enforcement by us.

10.5 In addition to any rights under Chapter 4 in respect of seizure, possession or sale or retention of the Equipment you agree that in addition to those rights, we shall, if there is default by you, have the right to seize, purchase, take possession or apparent possession, retain, deal with or dispose of any goods, not only under Chapter 4 but also, as additional and independent rights, under this document and you agree that we may do so in any manner we see fit including (in respect of dealing and disposal) by private or public sale, lease or licence.

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10.6 You waive your rights to receive a verification statement in relation to registration events in respect of commercial property under section 157 of the PPS Law. This waiver also extends to any verification statement in respect of security interests arising or provided for under security documents prior to the date of this document.

10.7 We and you agree not to disclose information of the kind that can be requested under section 275(1) of the PPS Law. You must do everything necessary on your part to ensure that section 275(6)(a) of the PPS Law continues to apply. This sub-clause is made solely for the purpose of allowing to us the benefit of section 275(6)(a) and we shall not be liable to pay damages or any other compensation for breach of this sub-clause.

10.8 You must not dispose or purport to dispose of, or create or purport to create or permit to be created any Law) in the Equipment other than with the express written consent of us. You must not lease, hire, bail or give -Equipment to anyone else unless we (in our absolute discretion) first permission in writing. If we do consent any such sub-hire must be in writing in a form acceptable to us and must be communicated to be subject to our rights under this document. You may not vary a sub-hire without our prior written consent (which may be withheld in our absolute discretion).

10.9 You must ensure that we are provided at all times with up-to-date information about the sub-hire including the identity of the sub-hirer, the terms of and state of accounts and payment under the sub-hire and the location and condition of the Equipment.

10.10 You must take all steps including registration under PPS Law as may be required: (a) to ensure that any security interest arising under or in respect of the sub-hire is enforceable, perfected and otherwise effective under the PPS Law; (b) enabling you to gain (subject always to our rights) first priority (or any other priority agreed to by us in writing) for the security interest; and (c) enabling us and you to exercise our respective rights in connection with the security interest.

10.11 To assure performance of your obligations under this clause 8 , you hereby give us an irrevocable power of attorney to do anything we consider necessary to protect our interest in the Equipment. We may recover from you the cost of doing anything under this clause 8, including registration fees.

#### **11. Severability:**

If any part of this agreement becomes void or unenforceable for any reason then that part will be severed with the intent that all remaining parts will continue to be in full force and effect and be unaffected by the severance of any other parts.

#### **12. Damage Waiver:**

12.1 The customer may choose to apply the 9% damage waiver.

12.2 This damage waiver will cover the customer for minor damages up to the cost of \$1500 in repairs for accidental damage to the equipment anything over the \$1500 will need to be paid in full.

12.3 Any major damage or destruction to equipment on hire which is caused by fire, storm, earthquake, collision, accident, Theft, negligence, abuse or misuse will not be covered by damage waiver.

12.4 The damage waiver will be applied at 9% to all hire equipment prior to GST being applied.

#### **13. Governing Law:**

The Hire Contract is governed by the laws of the State or Territory of Australia where the Hire Contract is entered into by the parties and each party submits to the exclusive jurisdiction of the courts of that State or Territory.

#### **14. Entire Agreement:**

The Hire Contract issued to the Customer comprises the entire agreement of the parties.

#### **15. No Reliance:**

acting on the Company's behalf) has not made any representation or other inducement to it to enter into this Hire Contract and that it has not entered into this Hire Contract in reliance on any representations or inducements (including in relation to the use of the Equipment) except for those representations or inducements contained herein.

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**16. Miscellaneous:**

16.1 No variation of these terms and conditions shall bind either party unless confirmed by the Company in writing.

16.2 Any document which by these terms and conditions may be given by the Company may be served or rendered by leaving it at or posting it to the address of the Customer as stated in the Hire Contract or last notified by the Customer in writing to the owner and shall be deemed to have been served or rendered at the time of leaving or, if posted, on the business day following the day of postage and any notice may be signed by a manager, director or solicitor of the Company on behalf of the Customer.

16.3 Time is to be of the essence of all obligations of the Customer in these terms and conditions.

16.4 No delay or omission to exercise any right, power or remedy accruing to the Company upon any continuing breach or default under this agreement shall impair any such right, power or remedy, nor shall it be construed to be a waiver of any right of the owner to take action or make a claim in respect of a continuing breach or default or to be acquiescence to it.

16.5 A statement in writing made up from the books of the Company and signed by any director, secretary or credit manager of the Company of the amount due or owing by the Customer to the Customer as at the date mentioned in such statement shall be prima facie evidence that such amount is due and owing without it being necessary to produce any books or vouchers to verify the same.

16.6 Any credit accommodation granted by the Company to the Customer may be withdrawn at any time and for any reason without notice and a statement may be issued at that time requiring payment within 7 days of any amount due and owing.

Company: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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