



ABN: 81 164 759 880
 Unit 1 18-24 Glastonbury Ave Unanderra NSW 2526
 PO BOX 1530 Unanderra NSW 2526
 P: (02) 4271 2200
 F: (02) 4272 8688
 E: operations@prohiregroup.biz
 www.prohiregroup.biz

APPLICATION FOR 14 DAY TRADE ACCOUNT

Sole Trader
 Partnership
 Company
 Other: (Please specify)

TRADING NAME:			
COMPANY NAME:			
ACN / ABN:			
BUSINESS ADDRESS:			
POSTAL ADDRESS:			
PHONE:		FAX:	
EMAIL:			

CONTACT DETAILS

	ACCOUNTS PAYABLE	PURCHASING
CONTACT NAME:		
PHONE:		
MOBILE:		
EMAIL:		

FULL DETAILS OF EACH DIRECTOR, PARTNER OR SOLE TRADER (as applicable):

	Director / Partner / Sole Trader	Director / Partner / Sole Trader
FULL NAME:		
TITLE/POSITION:		
DATE OF BIRTH:		
RESIDENTIAL ADDRESS:		
PHONE:		
DRIVERS LICENCE NO:		

TRADE REFERENCES

	Trade Reference 1	Trade Reference 2	Trade Reference 3
BUSINESS NAME:			
PHONE:			
FAX:			
ACCOUNT NUMBER:			
EMAIL:			
ADDRESS:			

Requested Credit Limit required:	\$	(PHG) Approved Credit Limit:	
Email address for invoices/statements:			



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TERMS: 14 DAYS FROM INVOICE DATE

*** THIS SECTION BELOW MUST BE SIGNED AND DATED BY THE HIRER
 IN CASE OF A COMPANY (INCLUDING A TRUST WHERE THE TRUSTEE IS A COMPANY), ALL DIRECTORS MUST
 SIGN AND HAVE WITNESSED THE PERSONAL GUARANTEE AND INDEMNITY**

In consideration of the approval of this application for credit it is agreed that:

1. **Pro Hire Group Pty Ltd may seek consumer credit information (Section 18K (1) (b), Privacy Act 1988)** is **Pro Hire Group Pty LTD (PHG)** considers it relevant to assessing the Hirer's application for commercial credit, I/we agree to PHG obtaining from a credit reporting agency, a credit report containing information about the Hirer or me/us in relation to commercial credit provided by PHG.
2. **Exchanging information with other credit providers (Section 18N (1) (b), Privacy Act 1988)** PHG may obtain personal information about the Hirer or me/us from other credit providers, whose names I/we may have provided for PHG or that may be named in a credit report, for the purpose of assessing the Hirer's application for commercial credit made to PHG.
3. **A credit provider may be given a consumer credit report to collect overdue payments on a commercial credit (Section 18K1(h), Privacy Act 1988)** PHG may obtain a consumer credit report about the Hirer or me/us from a credit reporting agency for the purpose of collecting overdue payments relating to commercial credit owed by the Hirer or by me/us.
4. PHR has the right to stop supply and cancel credit arrangements if the terms or payment are not observed or if information in the application is not correct.
5. PHG agrees to hire Plant to the Hirer on terms set out in the attached Hire Terms & Conditions. By signing below, the Hirer agrees to be bound by the terms of the Hire Terms & Conditions. If the Hirer wishes to hire Plant the Hirer must complete and sign a Equipment Hire Form and Booking Form and such other documents as PHG may require, in each case in the form required by PHG. Each Equipment Hire and Booking Form is not a separate contract but forms a part of the Hire Agreement between PHG and the Hirer. PHG may terminate this agreement or decline to hire Plant to the Hirer at any time. The Hirer and any guarantors agree and acknowledge that PHG has the right to amend this agreement from time to time.
6. I/We are duly authorised to execute this application on behalf on the Hirer.
7. The terms of payment are 14 days from date of invoicing unless otherwise agreed in writing by PHG.
8. Any change of my/own ownership, legal entity or address will be notified immediately in writing to PHG.
9. That I/we have received, read and understood PHG's Account Terms and Conditions along with the Hire Contract Terms and Conditions which form part of this contract.
10. To accept PHG's Account Terms and Conditions and Hire Contract Terms and Conditions which form a part of this contract.

1. Name: (Please print) _____
 Title/Position: _____
 Signature: _____
 Date: _____

2. Name: (Please print) _____
 Title/Position: _____
 Signature: _____
 Date: _____



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GUARANTEE AND INDEMNITY

To: Pro Hire Group Pty Ltd (CAN 164 759 880)
 PO BOX 1530 Unanderra NSW 2526

IN CONSIDERATION of you ("Pro Hire Group Pty Ltd") supplying or continuing to hire equipment, goods or services ("Plant") at our/my request to

_____ Pty Ltd
 Of _____ ("Hirer")

 (Please print full name of Guarantor)

 (please print full name of Guarantor)

 (Please print full address of Guarantor)

 (Please print full address of Guarantor)

1. The Guarantors:
 - a) Guarantee punctual payment to Pro Hire Group of all amounts which the Applicant does now or may at any time in the future owe to Pro hire Group;
 - b) Guarantee punctual and correct compliance with all obligations (including payment obligations) which the Applicant owes now or may in the future owe to Pro Hire Group;
 - c) Indemnify Pro Hire Group against any loss it may suffer if the Applicant does not meet any of its obligations.
2. This Guarantee and Indemnity creates a principle obligation from the guarantor to Pro Hire Group and it is in addition to any security which Pro Hire Group holds from the Applicant.
 This Guarantee and Indemnity may be enforced without Pro Hire Group having to take any steps against the Applicant or its Security.
3. This Guarantee and Indemnity is not affected and is still enforceable;
 - a) If any amount owing to Pro Hire Group by the Applicant is not recoverable by Pro Hire Group for any reason at all
 - b) If Pro Hire Group does not comply with any law or any agreement with the Applicant;
 - c) If Pro Hire Group grants any time, release or other concession to the Applicant or the Guarantors or any one or more of the Guarantors;
 - d) If one or more of the Guarantors or any other party does not execute this Guarantee and Indemnity;
 - e) In the event of death, incapacity, administration, bankruptcy or insolvency of the Applicant or of any of the Guarantors;
 - f) If a payment by the Applicant or by any Guarantor to Pro Hire Group is set aside in bankruptcy, litigation or official management of the Applicant or any;
 - g) If a Guarantor ceases to be director of or be involved with Pro Hire Group or the status or structure of the Applicant or any Guarantor changes at all;
 - h) If Pro Hire Group agrees to extend or increase, at any time any credit limit imposed on the Applicant;
 - i) If any other thing occurs which could otherwise limit the effect of the Guarantee and Indemnity.
4. This Guarantee and Indemnity is a continuing guarantee and indemnity and is not wholly or partially discharged until all credit arrangements between Pro hire group and the Applicant are ended, all amounts owing to Pro Hire Group by the Applicant are paid, and all obligations of the Applicant to Pro Hire Group are complied with in full.
5. Where there are two or more Guarantors their obligations are joint and several and none of them shall be discharged from their obligations under this Guarantee and Indemnity if:
 - a) This Guarantee and Indemnity is not enforceable against one of them or the liability of one of them ceases;
 - b) Any Guarantor dies or becomes insolvent; or
 - c) If one of them is unable to perform his or her other obligations under this Guarantee and Indemnity.
 - d) The Guarantors agree to waive all rights inconsistent with the terms of this Guarantee and Indemnity.
7. Each Guarantor hereby charges with payment of the moneys and the compliance with all obligations secured by this Guarantee and Indemnity all beneficial interests (freehold and leasehold) in real and personal property held now or in the future by a Guarantor. Each Guarantor agrees that if demand is made upon him or her or it by Pro Hire Group, that Guarantor will immediately execute a mortgage or other instrument of security, or consent to a caveat, as required by Pro Hire Group and against the event that he, she or it fails to do so within reasonable time from being requested to do so, that Guarantor hereby irrevocably and by way of security appoints any credit manager or solicitor engaged by Pro Hire Group to be his or her true and lawfully attorney to execute and register such instrument. The Guarantor, authorises the attorney appointed pursuant to this clause to enter into conflict transactions within the meaning of the Powers of Attorney Act 1998 (QLD) or other applicable legislative requirements. The Guarantors will pay all costs associated with securing this charge.



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8. I/We acknowledge and agree that Pro Hire Group Pty Ltd may seek from a credit reporting agency a credit report containing personal information about me/us to access whether to accept me/us for credit applied for or provided by Pro Hire Group.
9. If the Applicant is a trustee of a trust, the Guarantors warrant that the Applicant has full authority as trustee to enter into agreements for the supply to it of goods or services, or both, on credit.
10. If a notice or demand is given to one of the Guarantors it will mean it has been given to all of them.
11. "Pro Hire" means Pro Hire Group Pty Ltd ABN 81 164 759 880 and any related bodies corporate as defined in the Corporations Act 2001, and both "Pro Hire" and "Applicant" includes their respective successors and assigns.
12. "Guarantors" includes the successors and assigns or heirs, executors, administrators and assignees of each Guarantor.
13. This Guarantee and Indemnity is governed by the laws of New South Wales.

IN WITNESS this Deed has been signed, sealed and delivered on the date set out below.

EXECUTED as a deed this _____ day of _____ 20 _____

SIGNED by: _____ SIGNED by: _____
 (Print Name) (Print Name)

 (Signature) (Signature)

In the presence of:

 (Signature) (Signature)

 (Print Name) (Print Name)

ACCOUNT TERMS AND CONDITIONS

DEFINITIONS

1.1. **Definitions** In these Conditions, unless the context or subject matter otherwise requires:

(1) **Account Facility** means the billing arrangement between Pro Hire Group and the Customer which subject to approval of the Application by Pro Hire Group, will be administered in accordance with these Account Terms and Conditions;

(2) **Application** means the application for an Account Facility of which these Account Terms and Conditions form part;

(3) **Conditions** means these Account terms and conditions imposed by Pro Hire Group in relation to the supply of goods or services to the Customer;

(4) **Customer** means the party or parties described as the applicant in the Application;

(5) **Personal Information** has the same meaning as under the Privacy Act 1988;

(6) **Privacy Policy** means the privacy policy published on the Pro Hire Group website; and

(7) **Pro Hire** means Pro Hire Group Pty Ltd ABN 81 164 759 880 and where the context permits, their servants, agents, employees and contractors.

1.2. **Interpretation** In the interpretation of these Conditions, unless the context or subject matter otherwise requires:

(1) words and expressions defined in any other applicable terms and conditions imposed by Pro Hire have the same meanings in these Conditions unless otherwise defined;

(2) a reference to a party includes that party's executors, administrators, substitutes, successors and permitted assigns;

(3) each covenant by two or more persons as a party is made jointly by all and severally by each;

(4) the singular includes plural and vice versa; and

(5) time is of the essence of all the Customer's obligations to Pro Hire, particularly payment of amounts owing.

2. CUSTOMER'S ACKNOWLEDGEMENT

2.1. The Customer acknowledges and agrees that:

(1) the Account Facility is a trader's facility and the Customer is a trader requiring the Account Facility predominately for the purposes of carrying on or in connection with the carrying on or establishing of a trade, business or profession;

(2) the Customer has read and agrees to be bound by the Conditions;

(3) the Customer consents for Pro Hire to have access to, collect, store and view their Personal Information pursuant to Pro Hire's Privacy Policy;

(4) all charges are payable by the Customer at the rate notified by Pro Hire but any agreement to reduced charges must be in writing and signed by an authorised office of Pro Hire;

(5) Pro Hire may terminate the Account facility at any time without prior notice; Customer.

(6) the full amount of all charges payable by the Customer to Pro Hire will become immediately due and owing by the end of the month following the month in which the charges were first invoiced. Except where in default – all amounts will be immediately due and payable. The Account Facility is not a credit facility;

(7) **Set-Off** If an amount is payable by the Customer to Pro Hire under these conditions, contract or agreement between the Customer and Pro Hire, Pro Hire is entitled to set off that amount against any amount payable by Pro Hire to the Customer

(8) the Customer must pay an accounting fee equivalent to the higher of 1.5% per month.

(9) the Account Facility is personal to the Customer and cannot be assigned or transferred to any other party without the prior written consent of Pro Hire;

(10) if the Customer is a company (other than a listed public company) the Customer must notify Pro Hire of any action having the effect of altering its control whether by transfer or shares, replacement of its directors or otherwise; and

(11) the Customer will be responsible for all costs (including legal costs calculated on a solicitor and own client basis) incurred by Pro Hire relating to any default by the Customer.

3. CREDIT REPORTING

3.1. The Customer consents to Pro Hire:

(1) disclosing to a credit reporting agency certain personal information about the Customer including identity particulars, the Account Facility limit, payments which may become more than thirty to forty-five days overdue, any serious infringement of the Conditions which Pro Hire believes has been committed by the Customer and advice that payments are no longer overdue;

(2) obtaining from a credit reporting agency a report containing personal credit information about the Customer and a report containing information about the Customer's commercial activities or commercial creditworthiness to enable Pro Hire to assess the Application; and

(3) giving to any guarantor under the Account Facility information including a copy of the Application and any demands for payment of overdue amounts and statements of the Account Facility.

4. PROCEDURE FOR SUBMISSION OF APPLICATION

4.1. Pro Hire acknowledges that an Application submitted to and received by Pro Hire by means of facsimile machine or any other electronic means is an original complete Application by the Customer.

5. GOVERNING LAW

5.1. the laws of New South Wales govern these Conditions. The parties agree to submit to the non-exclusive jurisdiction of the Courts of New South Wales or the Federal Court of Australia.