



CREDIT APPLICATION – Plantcom Pty Ltd

(ABN 67 602 983 960)

Please complete all fields and return the original application for assessment.

BUSINESS CONTACT INFORMATION			
Registered Company Name: ("the Customer")		Telephone:	
Trading Name:		Facsimile:	
ACN/ABN Number:		Mobile:	
Registered Business Address:			
Postal Address:			
E-mail for Invoice Delivery:		Years in Business	
Account Contact Name:		Purchasing Contact Name:	
Purchaser Order Number Required:	YES/NO	<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Company <input type="checkbox"/> Trustee Company**	
Bank Name:			
Branch:			
BSB:			
Account No.:		Type of account	<input type="checkbox"/> Savings <input type="checkbox"/> Checking <input type="checkbox"/> Other

**** Special note: If the Company acts as, or is part of, a Trust/Nominee Company, then the provision of personal guarantee/s from the Trust Beneficiary/Beneficiaries is required to process this application. Further, a copy of the Trust Deed will need to be provided**



NATURE OF BUSINESS (tick the appropriate box)

Civil Construction <input type="checkbox"/>	Manufacturer <input type="checkbox"/>	Service <input type="checkbox"/>	Subcontractor <input type="checkbox"/>
Mining <input type="checkbox"/>	Construction <input type="checkbox"/>	Other (Please Specify Industry) <input type="checkbox"/>	

Please indicate where your business operates or has a presence by ticking the appropriate box and the number of sites in each if known

National <input type="checkbox"/>	QLD <input type="checkbox"/>	NSW <input type="checkbox"/>	TAS <input type="checkbox"/>	SA <input type="checkbox"/>	WA <input type="checkbox"/>	NT <input type="checkbox"/>	ACT <input type="checkbox"/>
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Full name and residential addresses of all the Directors/Partners/Proprietors:

(Please attach a separate page if insufficient space)

Name 1:			
Address:			
Home Telephone Number:		D.O.B.	
Mobile Telephone Number:		Driver License #	
Name 2:			
Address:			
Home Telephone Number:		D.O.B.	
Mobile Telephone Number:		Driver License #	

Please provide three trade references:

Company Name	Facsimile Number	Telephone Number
1.		
2.		
3.		



1. General Terms

1.1 By signing this Credit application, the Customer (including but not limited to the directors, partners, trustees and sole traders, collectively known as the “Customer”) acknowledges and agrees that the Customer is applying for a Credit Account with PLANTCOM on the condition the Customer:

- (a) warrant that all information provided to PLANTCOM is true and complete and acknowledge that PLANTCOM is relying upon information in making a decision to grant a Credit Account
- (b) accepts that PLANTCOM may accept or refuse this application at its sole discretion or stop providing further credit at any time or give the Customer credit for a different amount than the amount that the Customer has asked for in this Commercial Credit Application
- (c) accepts that PLANTCOM may withdraw the credit facilities and take subsequent legal actions against me/us due to our failure to comply with the Standard Terms and Conditions of Hire or any Hire Agreement (as that term is defined in the Standard Terms and Conditions of Hire);
- (d) expressly acknowledge that the Customer has received, read and understood PLANTCOM’s Terms and Conditions of Hire ATTACHED and any relevant special conditions (available at PLANTCOM’s website at www.PLANTCOM.com) and as varied in accordance with its terms;
- (e) agree that the Terms and Conditions of Hire, (and as varied in accordance), forms part of the Hire Agreement with PLANTCOM and governs each and every item of Equipment hired from PLANTCOM;
- (f) agree and acknowledge that if a Credit Account is approved by PLANTCOM, the provisions of clause 19.8 of the Terms and Conditions of Hire apply (the ability of PLANTCOM to charge all its legal and equitable interests and rights against all property of the Customer as security for the performance of the Customer’s obligations under the Terms and Conditions of Hire and this Credit Account)
- (g) warrants that it (and each director, partner, individual, sole trader as stated in this Credit Application) is solvent and can pay its respective debts as and when due and that no steps have been taken to place any of them into bankruptcy, voluntary administration, liquidation, receivership or management;
- (h) warrants that the person who signs this Credit Application is authorized to do so on behalf of the Customer and binds the Customer.



2. Privacy

2.1 By signing this Credit Application, the Customer consents to and authorizes PLANTCOM to:

- (a) Obtain any information about the Customer's commercial activities and credit history from the Customer's bank or other credit provider/s and trade referees disclosed in this Credit Application for the purposes of assessing this Credit Application;
- (b) Investigate the guarantor/s credit worthiness in support of credit application as provided. PLANTCOM will obtain a credit report containing information about the Customer and guarantor/s for the purpose of credit assessment. The Customer and guarantor/s understand PLANTCOM may disclose any information about its credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to disclose under the Privacy Act.
- (c) (unless otherwise prevented by law) collect from, store, use, disclose to or exchange with any of the parties named in this Credit Application or any Guarantors with credit reporting agency, third party providers, solicitors, mercantile agents, insolvency administrators, insurers and insurance brokers, persons involved with the collection of trade bills or the factoring of trade debt, information about the Customer's personal or commercial credit worthiness or business history in order to assess the Credit Application (including whether to accept as Guarantor any person signing), monitor the credit worthiness or withdraw credit facilities, notify of the Customer's default, issue trade bills, insure risk, process any payment instructions, direct debit facilities and or credit facilities requested by the Customer and or Guarantor/s to enable the daily operation of the Customer's Credit Account and collect overdue accounts; and
- (d) to the extent permitted by law, to disclose the contents of a credit report by a credit reporting agency to PLANTCOM's solicitors or mercantile agents.

2.2 Unless otherwise prevented by law, the Customer consents to the use and storing of any personal information provided for the following purposes and any other purposes as shall be agreed between PLANTCOM and the Customer from time to time:

- (a) the hire and sale of Equipment and associated services by PLANTCOM; and
- (b) the marketing of hire and sale services by PLANTCOM or associated entities, or contractors.
- (c) PLANTCOM will deal with the information disclosed to it in accordance with Terms and Conditions of hire and sales and the Australian Privacy Principles, the National Privacy Principles, and with the Privacy Act 1988 (Cth).

Signed on behalf of the Applicant by (Please tick) _

Sole Proprietorship <input type="checkbox"/>	Partnership <input type="checkbox"/>	Company <input type="checkbox"/>	**Trustee Company <input type="checkbox"/>
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SIGNATURE OF CUSTOMER:

- 1. Signature _____ Date: _____
Print Name _____ Position: _____
- 2. Signature _____ Date: _____
Print Name _____ Position: _____

GUARANTEE AND INDEMNITY

In consideration of PLANTCOM Pty Ltd (or its Related Bodies Corporate) (jointly and severally referred to as “PLANTCOM”) granting an ongoing trade credit facility and refraining from asking for immediate payment of all amounts owing to PLANTCOM by the Customer:

Print name of Customer

- 1. THE GUARANTOR/S UNCONDITIONALLY AND IRREVOCABLY GUARANTEES and INDEMNIFIES to PLANTCOM:
 - (a) the payment of all monies and the performance of all obligations, including any past, present and future indebtedness or obligation, of and by the Customer (including monies owing under the Hire Agreement, costs, interests and charges) and
 - (b) against all Claims arising directly or indirectly from the GUARANTOR’s failure or a failure by the Customer to pay any monies owing to PLANTCOM or to comply with or perform any of their respective obligations or purported obligations arising from any past, present or future dealing with the Customer or the GUARANTOR/s; and
 - (c) any representation or warranty made by the GUARANTOR/s or the Customer under or as part of any past, present or future dealing with the Customer or the GUARANTOR/s being or becoming untrue or misleading.
- 2. THE GUARANTOR/S ACKNOWLEDGES AND AGREES that:
 - (a) this is a continuing Guarantee and Indemnity which survives termination of any and all agreements with PLANTCOM that the Customer or the GUARANTOR/s is bound by, and continues in full force and effect until all of the obligations imposed on the Customer and the GUARANTOR/s have been irrevocably performed in full (regardless of any intermediate payment or discharge in whole or in part);
 - (b) the GUARANTOR’s liability under this Guarantee and Indemnity is joint and several and is not affected, waived or discharged by the reason of any time or indulgences granted by PLANTCOM



or any grant to any of the GUARANTORS of a release whether in whole or in part from any obligation contained in or implied by this Guarantee and Indemnity;

- (c) the GUARANTOR's liability under this Guarantee and Indemnity is not affected, waived or discharged by the Customer entering into a Deed of Company Arrangement (DOCA) or by PLANTCOM voting in favour of or against, or abstaining from voting, in relation to any proposal by the Customer to enter a DOCA;
- (d) this Guarantee and Indemnity becomes binding on any person that sign this Guarantee and Indemnity irrespective of whether or not all intended signatories execute this Guarantee and Indemnity;
- (e) the GUARANTOR shall pay monies owing on demand to discharge the debt owed by the Customer in full and PLANTCOM is entitled to recover against any GUARANTOR/s without having first:
 - a. taken steps to recover against the Customer or any other GUARANTOR/s under this Guarantee and Indemnity;
 - b. incurred any expense or made any payment;
- (f) this Guarantee and Indemnity may only be revoked as to future trading with the Customer and any notice of revocation may only be given by pre-paid registered mail delivered to PO Box 5905 Manly, QLD 4179 and shall not become effective until the expiration of 14 days from the date of posting;
- (g) any payment which is subsequently avoided by any law relating to insolvency is deemed not to have been paid;
- (h) the GUARANTOR/s signs in both its personal capacity and as Trustee of every Trust of which the GUARANTOR/s is a Trustee; and/or Trust Beneficiary.
- (i) the GUARANTOR/s will notify PLANTCOM of any change in the Customer's structure or management including any sale or disposition of any part of the business of the Customer, any change in directorships, shareholders or management or change in partnership or trusteeship within 7 days of the date of any such change, by registered mail.
- (j) The GUARANTOR/s will notify PLANTCOM of any change in address of the Customer or the GUARANTOR

THE GUARANTOR/S CHARGES in PLANTCOM's favour all the GUARANTOR's estate and interest in any land and in any other assets, whether tangible or intangible, in which the GUARANTOR/s now has any legal or beneficial interest or in which the GUARANTOR/s later acquires any such interest, to secure the payment of all monies owed by the Customer or the GUARANTOR/s and:

- a) consents to the lodging by PLANTCOM of a caveat or caveats which note PLANTCOM's interest in or over any such land or other caveatable property;
- b) agrees to execute such further documents and take any steps required by PLANTCOM to register a financing statement or financing change statement in relation to all of the GUARANTOR's assets other than the GUARANTOR's estate and interest in any land on the PPS Register and the



GUARANTOR/s also agrees to do all things required by PLANTCOM to otherwise perfect the PLANTCOM's interest in those assets; and

- c) agrees to pay any stamp duty, registration fees or charges levied in respect of any security created under this Guarantee and Indemnity.

THE GUARANTOR/S FURTHER AGREES that this Guarantee and Indemnity and any claim or dispute between PLANTCOM, the Customer or any GUARANTOR/s will be governed by the law applicable in the State of Queensland, Australia and submits to the non-exclusive jurisdiction of the Courts of Queensland, Australia.

THE GUARANTOR/S ACKNOWLEDGES AND AGREES that in this Guarantee and Indemnity:

"**Related Body Corporate**" has the meaning given to that term in the Corporations Act 2001 (Cth);

"**Guarantee and Indemnity**" means this full document entitled "Guarantee and Indemnity"; and

words referencing the singular shall include the plural and vice versa.

THE GUARANTOR/S has read and understood this Guarantee and Indemnity and have been advised, and given opportunity, to seek independent legal advice.

GUARANTOR:

WITNESS:

Name (print)	Name (print)
Signature	Signature
Date	Date

GUARANTOR:

WITNESS:

Name (print)	Name (print)
Signature	Signature
Date	Date

OFFICE USE ONLY:

Estimated amount of credit facility required (monthly):	\$_____	
_____	_____	_____
PLANTCOM Account Manager Name	Account Manager Signature	Date