

**LONGREACH ACCESS RENTALS PTY LTD**  
 ATF Longreach Access Rentals Trust ABN 37 946 047 877 ("Owner")  
**COMMERCIAL CREDIT APPLICATION**

<b>Customer Legal Name:</b>				
<b>Trading Name:</b>				
<b>ABN No.:</b>		<b>ACN No.:</b>		
<b>Trading Address:</b>				
<b>Postal Address:</b>				
<b>Customer Entity:</b>	Company	Partnership <input type="checkbox"/>	Sole Trader <input type="checkbox"/>	Trust
<b>Telephone:</b>			<b>Email:</b>	
<b>Accounts Payable Contact Name:</b>			<b>Phone:</b>	
<b>Accounts Email:</b>				
<b>Annual Turnover</b>		<b>Years in Business</b>		<b>Builders Licence No:</b>
<b>Nature of Business</b>	Wholesale	Manufacturer	Service	Mining
	Construction	Other <i>(please specify)</i>		

**Details of all the Customer's Directors/Partners/Proprietors:** *(Please attach a separate page if insufficient space)*

Name	Residential Address	Contact Telephone

**Please provide three trade references:**

Referee Name	Telephone No	Email Address
1.		
2.		
3.		

**Estimated amount of credit facility required (monthly):** \$.....

**\*\* Special Note: if the Customer is a company, the Owner may require the provision of personal guarantees**

**Acceptance**

The Customer and the person signing on behalf of the Customer each agree and certify that:

- the information contained in this Credit Application is accurate and complete in all respects
- the person signing on behalf of the Customer has full authority to sign for and on behalf of the Customer and to apply for credit facilities on behalf of the Customer
- the Owner may suspend, limit or terminate the provision of credit at anytime
- they have received, read and understood the Credit Application and the Owner's Terms of Trade
- even if some details on this Credit Application are not completed, this does not affect the validity of this document
- the Owner may provide less or more credit than any estimated credit specified in this Credit Application without notice to the Customer

**Signature of Customer**

Name: ..... Signature: .....

Position: ..... Date: .....

Witness Name: ..... Witness Signature.....

Initial Here.....

## GUARANTEE AND INDEMNITY

In consideration of Longreach Access Rentals Pty Ltd ATF Longreach Access Rentals Trust ABN 37 946 047 877 (**Company**) granting  
 ..... (**Customer**) an ongoing trade credit facility, at the request of the Guarantors, the Guarantors agree:

- (a) to guarantee and indemnify the Company in respect of the performance by the Customer of all of the obligations the Customer owes to the Company including all monies that now or in the future may be owed or become owing to the Company by the Customer including under: (i) any credit account the Customer may have now or in the future with the Company, (ii) the terms of trade (including any variation to the terms of trade) on which goods and/or services are hired, sold or supplied by or on behalf of the Company to the Customer, (iii) any orders for goods and/or services placed by the Customer with the Company, or (iv) this deed;
- (b) to guarantee and indemnify the Company against any cost, loss, damage or expense (including legal costs on a full indemnity basis) suffered, paid or incurred by the Company in enforcing or attempting to enforce: (i) the obligations of the Customer to the Company, (ii) payment of monies due to the Company by the Customer, or (iii) the terms of this deed;
- (c) their obligations are not affected by anything which might otherwise provide a release or reduction of the guarantee and indemnity including:
  - (i) death of a Guarantor or the death, winding-up or bankruptcy of the Customer;
  - (ii) any time or other indulgence given by the Company;
  - (iii) non-enforceability of the guarantee and indemnity against a Guarantor;
  - (iv) termination/suspension of the credit account or termination/suspension of any contract, hire, order or supply to the Customer;
  - (v) release, abandonment, waiver, compromise, variation or renewal of rights against the Customer;
  - (vi) any payment by the Customer or Guarantor that is later avoided by law;
  - (vii) any variation of the terms of trade on which the Company hires, sells or supplies goods and/or services to the Customer (whether or not the Guarantor is notified of such variation);
  - (viii) the exercise or non-exercise of any rights the Company may have against the Customer;
- (d) this guarantee and indemnity:
  - (i) is a continuing guarantee and indemnity;
  - (ii) will not be discharged by any partial payment;
  - (iii) remains in force until all monies owed to the Company have been met in full;
  - (iv) if given by two or more persons, is given by them jointly and severally;
  - (v) may be relied upon before seeking recourse against the Customer;
- (e) that whilst between the Guarantors and the Customer, the Guarantors may be a surety only nevertheless as between the Guarantors and the Company the Guarantors are deemed to be a primary debtor jointly and severally with the Customer and to the fullest extent permitted by law the Guarantors waive all rights of surety or indemnifier which may be inconsistent with this;
- (f) any statement given by the Company as to an amount owing is correct unless the contrary is proven;
- (g) they have read and understood prior to signing this deed, the Company's terms of trade and Commercial Credit Application form the Customer has or proposes to sign, and agree that the information shown in that application is accurate and complete in all respects, and agree that the Company may apply for and obtain the same credit reports and make the same disclosures as set out in those documents (including all credit inquiries) in respect of the Guarantors;
- (h) whilst this deed of guarantee and indemnity may be attached to the Commercial Credit Application form signed or to be signed by or on behalf of the Customer, this deed of guarantee and indemnity is itself a separate document and is executed as a deed;
- (i) in this deed, unless the context requires: (i) the singular includes the plural and vice-versa, (ii) a "person" includes a corporation and vice-versa, (iii) the word "including" or "includes" is not a word of limitation, (iii) "Guarantors" includes the person's executors, administrators, successors and assigns, and (vi) "Guarantors" are those persons signing this deed;
- (j) in this deed: (i) it is governed by the laws of New South Wales, (ii) each party submits to the jurisdiction of the courts of that State, (iii) any provision of this deed which is invalid or unenforceable shall be severed to the extent of the invalidity or unenforceability without affecting the remainder of this deed, (iv) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this deed or any part of it, (v) the Guarantors cannot assign their rights or obligations under this deed without the prior consent in writing of the Company, however, the Company may assign its rights or obligations under this deed and if this occurs it shall give written notice to the Guarantors, (vi) the failure to exercise or delay in exercising by any party of any right conferred by this deed shall not operate as a waiver and the single or partial exercise of any right by that party shall not preclude any other or further exercise of that or any other right by that party, (vii) each party shall execute all documents and perform all acts necessary to give full effect to this deed, (viii) this deed represents the whole agreement between the parties in relation to its subject matter and supersedes and excludes any prior or collateral negotiation, understanding, communication, agreement, representation or warranty by or between the parties in relation to that subject matter or any term of that agreement, (ix) subject to the terms of this deed, any amendments, variation or modification to or of, or consent to departure by any party from the terms of this deed shall have no force or effect unless effected by a document executed by the parties, and (x) is executed as a deed poll if not signed by the Company;
- (k) that they hereby charge in the Company's favour all of the Guarantor's estate and interest in any land and in any other assets, whether tangible or intangible, in which the Guarantor's now have any legal or beneficial interest or in which the Guarantor's later acquire any such interest, with payment of all monies owed by the Customer or any of the Guarantors and consent to the lodging by the Company of a caveat or caveats which note the Company's interest in or over any such land or other caveatable property, or such other instrument of security as the company may require, duly executed by the Guarantor. In the event that the Guarantor should neglect or fail to deliver the requested security, the Guarantor hereby appoints the company to be the Guarantor's lawful attorney for the purpose of executing and registering such instruments;
- (l) to notify the Company 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.

**I/WE have read and understood this document and have been advised, and given opportunity, to seek independent legal advice prior to signing this deed.**

<b>Guarantor Name (print)</b> _____	<b>Signature</b> _____	<b>Date</b> _____
<b>Witness Name (print)</b> _____	<b>Signature</b> _____	<b>Date</b> _____
<b>Guarantor Name (print)</b> _____	<b>Signature</b> _____	<b>Date</b> _____
<b>Witness Name (print)</b> _____	<b>Signature</b> _____	<b>Date</b> _____
<b>Guarantor Name (print)</b> _____	<b>Signature</b> _____	<b>Date</b> _____
<b>Witness Name (print)</b> _____	<b>Signature</b> _____	<b>Date</b> _____

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