LONGREACH ACCESS RENTALS PTY LTD

ATF Longreach Access Rentals Trust ABN: 37 946 047 877 ("Owner")

COMMERCIAL CREDIT APPLICATION

Registered Company Name:									
Trading Name:									
ABN:									
Address:									
Postal Address:									
Please Indicate:	Company ☐	Partnership ☐	Sole Prop ☐	Trustee Co ☐					
Telephone:			**Facsimile:**						
Email:									
Accounts Contact:			**Purchasing Contact:**						
Purchase Order Number Required	**YES NO**	**Annual Turnover**		**Years in Business**					
Builders License No.:									
Nature of Business	Wholesale ☐	Manufacturer ☐	Service ☐	Mining ☐	Subcontractor ☐				
	Construction ☐	Other ☐ *(please specify)*							

Full name and residential addresses of all the Directors/Partners/Proprietors:*(Please attach a separate page if insufficient space)*

Name	Residential Address	Home Telephone

Please provide three trade references:

Company Name	Telephone No	Fax No
1.		
2.		
3.		

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

**** 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.**

Credit Application

I/We Declare that the information in this application is correct
I/We agree that the Owner may stop providing or suspend credit at any time
I/We acknowledge that failure to comply with the Owner's Terms and Conditions of Trade will cause the withdrawal of credit facilities and lead to subsequent legal action
I/We agree the Owner is not required to inform me/us of the amount of credit you decides to give me/us.
I/We understand that the Owner may give credit for a different amount than is asked for in this application.
I/We agree that I/we have received, read and understood this Commercial Credit Application and the Owner's Terms and Conditions of Trade and agree to be bound by same and understand that the Owner's Terms and Conditions shall apply to every hire of Equipment that I/we place with the Owner.

Signature of Applicant

Signature:..... ....

Name : ....

Position: ....

Date: ....

Witness: ....

GUARANTEE AND INDEMNITY

In Consideration of Longreach Access Rentals Pty Ltd ATF Longreach Access Rentals Trust ABN: 37 946 047 877 **(hereinafter jointly and severally referred to as "the Company") granting ……..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 (as named in the "Commercial Credit Application" and which forms a part of this document) 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 or supplied by or on behalf of the Company to the Customer, or (iii) 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 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 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 and Conditions 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 under clause 10 of the Terms and Conditions of Trade) 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 defined below.

(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, and (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;

(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.

(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.

Guarantor
Name (print) _____ **Signature** _____ **Date** _____

Witness
Name (print) _____ **Signature** _____ **Date** _____

Guarantor
Name (print) _____ **Signature** _____ **Date** _____

Witness
Name (print) _____ **Signature** _____ **Date** _____

Guarantor
Name (print) _____ **Signature** _____ **Date** _____

Witness
Name (print) _____ **Signature** _____ **Date** _____

Guarantor
Name (print) _____ **Signature** _____ **Date** _____

Witness
Name (print) _____ **Signature** _____ **Date** _____