

Botany Access Pty Ltd

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Brisbane Access Pty Ltd

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Newcastle Access Pty Ltd

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Account Facility Application

Customer Name:	
Trading as:	Since:
Trust name (if applicable):	
ABN:	ACN:
Trust ABN (if applicable):	
Date of Birth (if an individual Customer): <i>Provide a copy of your driver licence with this form</i>	
Address:	
	Postcode:
Telephone:	Fax:
Mobile:	Email:
Mailing Address:	
	Postcode:
Type of Business:	
Estimated Monthly Expenditure:	<input type="checkbox"/> Purchase Order required
Accounts Payable Contact:	Telephone:
Accounts Payable Email Address:	
Bank Details:	Account Number:
Branch Name:	BSB:

Director's Details

Name:	
Address:	
	Telephone:

Director's Details		
Name		
Address:		
		Telephone:
Director's Details		
Name		
Address:		
		Telephone:
Trade References		
Company Name	Phone Number	Fax Number
1.		
2.		
3.		

Customer's declaration and agreement

The Customer agrees and declares that:

1. It has read and understood the Hire Agreement Terms which form part of its Account Application ("**this Application**").
2. By signing this Application the Customer agrees to be bound by the Hire Agreement Terms in the form attached to this Application (or which have been provided to the Customer and each signatory and of which receipt is acknowledged) without the need for further execution.
3. The Customer agrees that acceptance of the Hire Agreement Terms comprise an agreement which governs all hire arrangements. No terms and conditions submitted by the Customer on any order or other form shall have effect unless the Owner specifically agrees in writing.
4. The Customer and each signatory consent to the matters contained in the Hire Agreement Terms concerning credit reporting.
5. The Customer and each signatory acknowledge that the agreement between the Customer and the Owner may be changed from time to time by the Owner in the manner provided for in it.
6. The Customer and each signatory acknowledge and understand that if this Application is approved, the account facility may be cancelled at any time without prior notice to any of them.
7. The account facility will be used wholly or predominantly for business purposes; and the Customer and each signatory warrant that each signatory is authorised to sign this Application in any relevant capacity.
8. The Customer details will be provided to Botany Access Pty Ltd, Brisbane Access Pty Ltd and Newcastle Access Pty Ltd. Invoices will be generated from the Depot of the machine being hired.

Signed for the Customer by its duly authorised representatives who warrant that they are authorised to sign:

Name (in Block Letters)

Signature (duly authorised)

Date/...../.....

Witness Name (in Block Letters)

Witness Signature

Date/...../.....

Guarantee and Indemnity in favour of Botany

Access Pty Limited as 'Owner' in respect of the 'Customer' named in the Account Facility Application

Each director of the Customer must sign this document. Please insert full names and residential addresses of the Guarantors. Guarantors should seek legal advice on this document. If there are more than three directors, please attach additional details to this form.

I,

Of

Postcode

I,

Postcode

Of

I,

Of

Postcode

hereinafter called (**Guarantors**) which expression includes each Guarantor separately as well as any two or more of them collectively, and includes also any Guarantor's personal representative(s), in consideration of the Owner agreeing to hire or continuing to hire to the Customer equipment, hereby agree with the Owner as follows:

1. The Guarantors hereby jointly and severally guarantee the due payment to the Owner of all money and performance of all obligations now or in the future, actually or contingently, owing by the Customer to the Owner including for all goods and/or services that the Owner may from time to time supply or have already supplied to Customer (**Money Secured**). As a separate covenant the Guarantors jointly and severally indemnify the Owner for all loss in respect of non-payment by the Customer of any Money Secured and non-performance of any obligation owed to the Owner by the Customer.
2. This guarantee and indemnity shall be a continuing guarantee and indemnity for all debts and obligations whatsoever and whensoever incurred by the Customer to the Owner. This Guarantee shall terminate if the Guarantors give the Owner not less than 30 days written notice of their desire to terminate this Guarantee and if at the expiration of such period of notice all liabilities and obligations of the Customer to the Owner have been discharged and there is no Money Secured.

However if the Owner is obliged (or reasonably considers itself obliged) to disgorge any money or property received from the Customer (for example as a preference or voidable transaction in the insolvency of the Customer) then that termination shall be taken never to have taken effect in respect of that money or the value of that property and this guarantee and indemnity shall have continued effect accordingly.

3. The liability of each Guarantor under this guarantee and indemnity is absolute and unconditional and shall not be discharged or affected by anything that may have that effect but for this clause including but not limited to time or indulgence given to the Customer, insolvency of the Customer, variation, substitution or release of the Customer's obligations or those of any other Guarantor, taking or failure to take, register or enforce security from the Customer or anyone else, failure of any person who may have been intended to sign this document to do so or do so validly, and any omission to give notice to the Guarantors or anyone else of anything.
4. The Guarantors must not exercise any right of subrogation or make any other claim they may have against the Customer until the Owner has received the full amount owing by the Customer. Where the Guarantor has the right to prove in any insolvency administration of the Customer, the Guarantor must do so and hold any dividends received on trust for the Owner.
5. To secure the Guarantors' obligations under this guarantee and indemnity and the Money Secured, the Guarantors (and each of them) hereby charge in favour of the Owner all of their estate or interest in any freehold or leasehold land wheresoever situate which the Guarantors now

have or may hereafter acquire hereby acknowledge that the Owner shall have a caveatable interest in such land. Each Guarantor agrees to deliver to the Owner within seven (7) days of written demand a Memorandum of Mortgage in registrable form incorporating the covenants contained in Memorandum No. Q860000 registered at the LPI New South Wales as amended to comply with and reflect any appropriate law in the jurisdiction(s) where the Guarantor has any beneficial interest in real property and as amended appropriately to comply with any formal requirements of registration. Each Guarantor authorises and consents to the Owner taking all actions necessary to give effect to this security including the lodgement of a caveat upon title of the Guarantor's real property. The Guarantor hereby irrevocably appoints the Owner and any person nominated by the Owner severally the attorney of the Guarantor with power to execute, sign, seal and deliver (which delivery may be subject to such terms and conditions as the attorney thinks fit) such mortgage or other document to give effect to this security;

6. A certificate signed by a director, secretary, financial controller or credit manager of the Owner shall be prima facie evidence of the amount of the Money Secured owed by the Customer or Guarantor to the Owner at that time.
7. Each Guarantor acknowledges that the Owner has afforded him, her or it full and unrestricted opportunity of seeking independent legal advice before signing this guarantee and indemnity.
8. Notices to be served on a Guarantor concerning any matter relating to this guarantee and indemnity shall be deemed served if posted to the Guarantor by mail at the personal address shown above. However this does not limit any other way in which service may be effected.
9. This document shall be governed by the law of New South Wales. Words importing the plural number or the singular number in this guarantee and indemnity include the singular number and the plural number respectively.

Dated this ____ day of _____ 20____

Signed by the Guarantors:

Name of Guarantor _____ Signature of Guarantor _____ In the presence of: _____ (Full name of Witness)	Name of Guarantor _____ Signature of Guarantor _____ In the presence of: _____ (Full name of Witness)
Name of Guarantor _____ Signature of Guarantor _____ in the presence of: _____ (Full name of Witness)	

