

Application for a Monthly Credit Account

with: **ROSNOW PTY LTD** (ACN 010 282 532 ABN 52 949 214 327)
ROSNOW MANAGEMENT P/L (ACN 106 906 978 ABN 23 106 906 978)

Trading names: **DIRECT HIRE (Services)**
and **INSTANT HOARDING SYSTEMS**

HEAD OFFICE

33 West Wyberba Street
 TUGUN 4224
Tel: 07 5598 1212
 Fax: 07 5598 2770

TUGUN BRANCH

33 West Wyberba Street
 TUGUN 4224
Tel: 07 5598 1212
 Fax: 075598 2770

TINGALPA BRANCH

1290 Wynnum Road
 TINGALPA 4173
Tel: 07 3348 9391
 Fax: 07 3348 9371

BRENDALE BRANCH

324 South Pine Road
 BRENDALE 4500
 Tel: 07 3889 8144
 Fax: 07 3889 8599

accounts@directhire.net.au

(PLEASE USE BLOCK LETTERS)

Company Name: _____

Trading Name: _____

(THE APPLICANT)

ARE YOU: PTY. LTD. CORPORATION ☐ OWNER BUILDER ☐ SOLE TRADER ☐ PARTNERSHIP ☐

Postal Address: _____

Business Address: _____

_____ Phone Business: _____

Email _____ Fax No: _____

If less than 12 months – previous address: _____

Nature of Business: _____

Capital (Nominal): _____ (Fully paid up) _____

Full names and addresses of Applicant(s), Partner(s) or Director(s)	Phone No.	Date of Birth	Drivers Lic. No.
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

General Information (all Applicants)

Residential Address	A.C.N. (Number): _____	Business Commenced: _____
<input type="checkbox"/> Owned <input type="checkbox"/> Rented	Builder's Registration No: _____	
✓ Indicate as applicable	Owner Builder's Registration No: _____	
	A.B.N. (Number): _____	

Name and Address of Residential Property: _____

Nearest relative residing elsewhere (name): _____

Address: _____

Nearest relative residing elsewhere (name): _____

Address: _____

Official Orders to be used YES/NO

Assets (realty): _____

If mortgaged, the name of the mortgagee and the amount of the mortgage: _____

Names of Bankers: _____ Address of Branch: _____

Monthly credit required: _____

Trade References (Major suppliers please)

1. Name: _____ Suburb: _____
 Phone No: _____ Fax No: _____
 Email: _____ Web: _____
2. Name: _____ Suburb: _____
 Phone No: _____ Fax No: _____
 Email: _____ Web: _____
3. Name: _____ Suburb: _____
 Phone No: _____ Fax No: _____
 Email: _____ Web: _____

PLEASE READ CAREFULLY

PRIVACY ACT 1988

1. The Applicant (and Directors if the applicant is a Company) is informed that personal information (including an opinion) relating to the Applicant might be disclosed by Rosnow Management Pty. Ltd. and Rosnow Pty. Ltd. to a credit reporting agency.
2. The Applicant agrees
 - (a) to Rosnow Management Pty. Ltd. and Rosnow Pty. Ltd. obtaining from a business which provides information about the commercial credit worthiness of persons information concerning my commercial activities or commercial credit worthiness and using that information for the purposes of assessing this application.
 - (b) to any credit reporting agency giving to Rosnow Management Pty. Ltd. and Rosnow Pty. Ltd. a credit report requested by if for the purpose of assessing this application and which contains personal information about me.
 - (c) to Rosnow Management Pty. Ltd. and Rosnow Pty. Ltd. disclosing to or receiving from any other credit provider any credit report or record of information that has any bearing on my credit worthiness, credit standing, credit history or credit capacity for any of the following purposes:
 - (i) to assess an application by me for credit.
 - (ii) to notify other credit providers of a default by me.
 - (iii) to exchange information with other credit providers as to the status of my account where I am in default with another credit provider.
 - (iv) to assess my credit worthiness at any time.

The Applicant (and Directors if the applicant is a Company) hereby agrees to the above and to be bound by all the Company's terms and conditions as set out on Page 4 herein and it is expressly agreed and acknowledged that such terms and conditions have been read and fully understood.

SIGNATURE: _____ DATE: _____

PRINT NAME: _____

**(PAGE 3) MUST BE COMPLETED BY ALL APPLICANTS , (INDIVIDUAL OR COMPANY)
BEFORE THE APPLICATION CAN BE PROCESSED.**

GUARANTEE**TO:** Rosnow Management Pty Ltd and Rosnow Pty Ltd

In consideration of you agreeing at my request (hereby confirmed) to supply (either now or at some future time) or to continue to supply or to cause to be supplied at your cost to the person identified below as your Customer (hereinafter referred to as "the Customer" goods and services on credit the person identified below as Guarantor (hereinafter referred to as "The Guarantor" HEREBY GUARANTEES the due payment by the customer of all monies now due and owing or hereafter becoming due and owing by the Customer on any account whatever (including on account of goods sold and services supplied and work done) to you AND the Guarantor agrees

- (a) That this Guarantee is a continuing guarantee and if the Guarantor is a person shall bind the estate of the Guarantor.
- (b) That if the Customer is a corporation the Guarantor will not while any monies are owing to you by the Customer claim or receive the benefit of any dividend or payment in a winding up of the Customer and will not prove or claim in a winding up of the Customer nor in any scheme of arrangement relating to the Customer in competition with you so as to diminish any dividend or payment which but for such proof or claim you would be entitled to receive and that the receipt of any payment by you out of a winding up of the Customer or any scheme or arrangement relating to the Customer shall not affect your right to recover from the Guarantor under this Guarantee.
- (c) That if the Customer is a natural person the Guarantor will not while any monies are owing to you by the Customer claim or receive the benefit of any dividend or payment under a bankruptcy of the Customer nor in any arrangement with creditors relating to the Customer in competition with you so as to diminish any dividend or payment which but for such or claim you would be entitled to receive and that the receipt of any payment by you under a bankruptcy of the Customer or under any arrangement with creditors relating to the Customer shall not affect your right to recover from the Guarantor under this Guarantee.
- (d) That if the Customer is a corporation this Guarantee shall not be affected, revoked or discharged by the winding up of the Customer.
- (e) That no security or payment which may be voided under law relating to bankruptcy or to the liquidation of companies and no release settlement or discharge which may have been given or made on the faith of any such security or payment shall prejudice or affect your right to recover under this guarantee from the Guarantor and to enforce this Guarantee and in the event of any such security or payment behind voided you shall be restored to the rights which but for any such voidance you would otherwise have had.
- (f) That any sum of money which may not be recoverable by you from the Guarantor on the footing of this Guarantee whether by reason of any legal limitation disability or incapacity on or of the Customer or any other circumstance shall nevertheless be recoverable from the Guarantor as principal debtor in respect thereof and shall be paid to you by the Guarantor on demand.
- (g) That the liability of the Guarantor under the Guarantee shall not be impaired or discharged by reason of any time or other indulgence granted by you to the Customer or by any arrangement entered into whereby your rights are in any way modified or abrogated and that no notice of the granting of any time or indulgence or of the entering into of any arrangement need be given to the Guarantor.
- (h) That any notice or demand to be made by you upon the Guarantor shall be deemed to be duly made and given if the same is in writing, signed by the Secretary or any authorised person of your Company, and is left in an envelope addressed to the Guarantor as the address of the Guarantor shown below or posted to the Guarantor at that address.
- (i) A certificate signed by any Director Secretary Administration Manager or Credit Manager of your Company stating the balance of the monies due to the Company by the Customer shall be conclusive evidence of the indebtedness of the Customer to the Company at the date of the Certificate.
- (j) If more than one person is the Guarantor then the liability of those persons under this guarantee is a joint and several liability and every reference to the Guarantor shall apply to and bind each of those persons.
- (k) If this Guarantee unless a contrary intention appears from the context a reference to a person includes a reference to a corporation and the singular number includes the plural.
- (l) The Guarantor(s) agrees to any credit reporting agency giving to you a credit report requested by you for the purpose of assessing whether to accept the Guarantor(s) as guarantor(s) in respect of credit applied for or provided to the Customer.
- (m) To secure payment of all monies which may become payable by the Guarantor the Company under this guarantee the Guarantor hereby charges with the due payment of those monies all of the Guarantor's interest in real property both present and future and the Guarantor consents to the Company lodging a caveat or caveats noting its interests hereunder.
- (n) The Applicant (and Directors if the applicant is a Company) authorises Rosnow Pty. Ltd. or Rosnow Management Pty. Ltd. to deduct funds via electronic transfer.

DATED THIS _____ day of _____

Name of Customer: _____

Name & Address of Guarantor(s) (1) _____

Name & Address of Guarantor(s) (2) _____

Name & Address of Guarantor(s) (3) _____

Signature of Guarantor to be witnessed by an adult person.

(1) SIGNED by the Guarantor

In the Presence of: _____

Name of Witness (print): _____

(2) SIGNED by the Guarantor

In the Presence of: _____

Name of Witness (print): _____

(3) SIGNED by the Guarantor

In the Presence of: _____

Name of Witness (print): _____

FIELD	FOR STORE/OFFICE USE ONLY	
13 _____	STORE CODE	DATE /
17 _____	ACCOUNT No.	
18 _____	APPROVED BY	

CREDIT LIMIT \$ _____

MONTHLY CREDIT ACCOUNT TERMS AND CONDITIONS

The Customer acknowledges that it has received the Master Agreement for the Hire of Plant and Equipment (attached to this Monthly Credit Account Term and Conditions) and has read and agreed to the terms and conditions contained therein (the Master Agreement for Hire of Plant and Equipment is also available online).

The Customer acknowledges and agrees that the Master Agreement for the Hire of Plant and Equipment and these Monthly Credit Account Terms and Conditions will apply to all contracts between itself and Rosnow Management Pty Ltd (ACN 106 906 978) and/or Rosnow Pty Ltd (ACN 010 282 532) unless otherwise agreed by the parties in writing prior to the supply of any Equipment by Rosnow Pty Ltd to the Customer.

The Customer acknowledges and agrees that submitting an order to the Company shall form a contract consisting of:

1. The details of the order, including any associated correspondence and communication that contains the terms of the hire;
2. These Monthly Credit Account Terms and Conditions; and
3. The Master Agreement for the Hire of Plant and Equipment.

The monthly credit account is provided on the following terms and conditions.

1. All goods and services supplied by the Company to the Customer during any calendar month must be paid for in full by the Customer on or before the Company's last trading day in the following month (the Due date).
2. A monthly billing cycle will apply. During each month the Company will render to the Customer a statement of account in respect of the preceding month.
3. If the Customer has provided credit card or bank account details to the Company, the Customer directs and authorises the Company to debit such credit card or bank account in order to satisfy any amount due and owing to the Company from time to time pursuant to these Terms and Conditions.
4. If the amount shown to be payable on such a statement of account is not paid by the Customer to the Company on or before the Company's last trading day in the month following the month for which that statement of account is rendered then a credit charge will immediately become payable.
5. The credit charge will be at the annual percentage rate of 21.0 per centum. It will be applied at the rate of 1.75 per centum for each billing cycle and the chargeable amount on which it will be calculated is the amount remaining unpaid under the statement of account referred to in the preceding paragraph and will be computed from the last day of the billing cycle following the billing cycle to which that statement of account relates.
6. All Financial Institutions duty stamp duty and other government charges relating to the establishment or operation of the Customer's account will be debited to that account.
7. If an account card is issued then the Customer to whom it is issued is responsible for payment for all goods and services supplied against any use of that card notwithstanding that such use was unauthorised.

8. In the case of a monthly credit account opened in the names of two or more persons these persons are jointly and severally liable to pay that account.
9. To secure payment of all monies which may become payable to the Applicant to the Company the Applicant (and Directors if the applicant is a Company) hereby charges with the due payment of those monies all of the Applicant's (and Directors if the applicant is a Company) interest in real property both present and future and the Applicant (and Directors if the applicant is a Company) consents to the Company lodging a caveat or caveats noting its interests hereunder.
10. Is conditional upon acceptance of the Master Agreement for Hire of Plant and Equipment for any and all hire on the credit account

If the Hirer is a Company:

We hereby accept the terms of the Monthly Credit Account and the Master Agreement for the Hire of Plant and Equipment. We also acknowledge that the company and or its director(s) have downloaded and read the Master Agreement for the Hire of Plant and Equipment.

Executed by _____ Pty Ltd)
 _____)
 (ACN _____) Director/Sole Director (print and sign here)
 (as Hirer) in accordance with Section 127 of the)
 Corporations Act 2001) Director/Secretary (print and sign here)

Dated this _____ day of
 _____, 20

If the Hirer is an individual:

We hereby accept the terms of the Monthly Credit Account and the Master Agreement for the Hire of Plant and Equipment. We also acknowledge that the individual or company and or its director(s) have downloaded and read the Master Agreement for the Hire of Plant and Equipment.

Executed by _____)
 Individual (print here) (as Hirer) this)
 _____ day of _____, 20) Individual (sign here)
 Before me)
 _____)

 Witness (print and sign here)

Executed by _____)
 Individual (print here) (as Hirer) this)
 _____ day of _____, 20) Individual (sign here)
 Before me)
 _____)

 Witness (print and sign here)

The Guarantor acknowledges that the guarantee and indemnity signed by the Guarantor as part of the Credit Application shall apply to each and every contract between the Customer and Rosnow Management or Rosnow Pty Ltd and the Guarantor agrees to provide a guarantee pursuant to the terms and conditions of the Master Agreement for the Hire of Plant and Equipment for each and every hire made by the Customer

Signed by the Guarantor this _____ day of _____ 20____

Guarantor (Print and Sign here)

In the presence of _____

Witness (Print and Sign here)

Signed by the Guarantor this _____ day of _____ 20____

Guarantor (Print and Sign here)

In the presence of _____

Witness (Print and Sign here)

OFFICE USE ONLY

Rosnow Pty Ltd and Rosnow Management Pty Ltd hereby accept the terms of the Monthly Credit Account and the Master Agreement for the Hire of Plant and Equipment.

Executed by Rosnow Pty Ltd (ACN 010 282 532) (as Hirer) in accordance with Section 127 of the Corporations Act 2001)
) _____
) Director/Sole Director
)
 Dated this _____ day of _____)
 _____, 20 _____)
) Director/Secretary

Executed by Rosnow Management Pty Ltd (ACN 106 906 978) (as Hirer) in accordance with Section 127 of the Corporations Act 2001)
) _____
) Director/Sole Director
)
 Dated this _____ day of _____)
 _____, 20 _____)
) Director/Secretary

OFFICE USE ONLY - Please Print	Cards or Orders:
Account Name:	Rep: No.:
	Phone No.:
Address:	Classification: Acc Type:
	Contact:
Postcode:	
On Quote:	Store