

complete hire

I/we hereby apply to establish an account with Complete Hire Pty Ltd ("CH") and submit the following confidential information for this purpose. I/we will strictly adhere to your trading terms and conditions at all times and agree to pay within 30 days of invoice.

A. CUSTOMER DETAILS (if company or trading name) all other applicants go straight to section B

Business Structure:	<input type="checkbox"/> Public Co.	<input type="checkbox"/> Sole Trader	<input type="checkbox"/> Pty Ltd Co.	<input type="checkbox"/> Partnership	Years in business:
Registered Business /Company Name:					
Trading Name:					
Customer A.C.N.:			Customer A.B.N.:		
Registered Business Address:					
Postal Address:					
Telephone:			Mobile:		
Facsimile:			Email:		

B. DIRECTORS (if company) or PROPRIETORS (if partnership, sole trader or personal)

1. Name:	Drivers Lic:	
Residential Address:		
Phone (H):	Phone (W):	Phone (M):
2. Name:	Drivers Lic:	
Residential Address:		
Phone (H):	Phone (W):	Phone (M):
3. Name:	Drivers Lic:	
Residential Address:		
Phone (H):	Phone (W):	Phone (M):

C. PERSONS AUTHORISED TO USE ACCOUNT

1. Name:	Phone (M):	Drivers Lic:
2. Name:	Phone (M):	Drivers Lic:
Order No. Required:	<input type="checkbox"/> Yes <input type="checkbox"/> No	(customer's responsibility to supply)

ALL APPLICANTS TO COMPLETE

D. ACCOUNT DETAILS

Accounts Payable Contact:	Phone:
Email:	Facsimile:
Type of Business:	
Credit Required: (est. monthly)	

E. BANKING / PAYMENT DETAILS

Method of Payment:	<input type="checkbox"/> Cash	<input type="checkbox"/> Cheque	<input type="checkbox"/> EFT	<input type="checkbox"/> Credit Card
If Credit Card , Card Holder's Name:				
Card No:				Expiry Date:
Card Type:				Plate No:

F. TRADE REFERENCES (including another hire company if possible)

1. Name:	Phone:
2. Name:	Phone:
3. Name:	Phone:
4. Name:	Phone:

INTEREST AND COSTS: Accounts are due and payable within thirty (30) days of the end of the month of invoice. Credit may be cancelled/suspended without notice if accounts are not paid by the due date. A late payment fee of 10% per month calculated daily may be charged for overdue accounts.

The hirer agrees to pay to CH any commissions, legal costs or expenses paid by CH to its Mercantile or Collection Agents and/lawyers in relation to the collection of any moneys owed to CH that are not paid within the terms of credit provided.

Complete Hire P/L reserve the right to withdraw or vary the customer's credit facility and/or limit it at any time without reason or notice.

PRIVACY ACT 1988:

If CH considers it relevant to assessing my/our application for commercial credit, I/we hereby authorise CH to undertake the following:

1. Agree that CH may seek consumer information (Section 18K(1) (b), Privacy Act 1988).
I/we agree to CH obtaining from a credit reporting agency a credit report containing personal credit information about me/us in relation to commercial credit provided by CH.
2. Exchange information with other credit providers (Section 18N (1) (b), Privacy Act 1988).
I/we agree to CH obtaining personal information about me/us from other credit providers, whose names I/we may have provided for CH or that may be named in a credit report, for the purposes of assessing my/our application for commercial credit made to CH.
3. Agree to a credit provider being given a consumer credit report to collect overdue payments on commercial credit (Section 18K 1(h) Privacy Act 1988).
I/we agree that CH may obtain a consumer credit report about me/us from a credit reporting agency for the purpose of collecting overdue payments relating to commercial credit owed by me/us.
CH will comply with the National Privacy Principles in all dealings with customers. A copy of CH's Privacy Statement is available upon request or may be viewed on our website.

1. Name: _____ Signature: _____ Date: _____

2. Name: _____ Signature: _____ Date: _____

PERSONAL GUARANTEE

If the applicant is a public company or a pty limited company, the following guarantee must be completed:

PERSONAL GUARANTEE (if company only)

On the _____ day of _____ 20____ I, _____ (FULL NAME)
from _____ (COMPANY NAME)
A.C.N _____ ("the ENTITY")
of _____ (BUSINESS ADDRESS)
and _____ ("Personal Guarantor") (HOME ADDRESS)

have requested that COMPLETE HIRE PTY LTD ACN 070 489 173 ("CH") agrees to:

Establish an account with CH, and thereafter for CH to supply to the Entity all equipment which the Entity requests, because the establishment of such an account, and subsequent supply of equipment by CH to the Entity, is of benefit to both the Entity and to myself.

In consideration for CH agreeing to my requests, I agree to UNCONDITIONALLY AND IRREVOCABLY PERSONALLY GUARANTEE to pay to CH on demand, all amounts payable by the Entity under any subsequent hire agreement(s) with CH, including all losses, damages, costs and expenses whatsoever suffered by CH in connection with the hire agreement(s).

I also UNCONDITIONALLY AND IRREVOCABLY PERSONALLY GUARANTEE the Entity's due performance of all of its obligations under any such hire agreement(s) with CH.

I UNCONDITIONALLY AND IRREVOCABLY agree to indemnify and keep indemnified CH against all losses, damages, costs and expenses whatsoever suffered by CH in connection with the Entity's default of any of its obligation(s) under the hire agreement(s).

I understand that:

1. My obligations are principal obligations, and CH can demand payment from me under this guarantee, before suing the Entity.
2. This guarantee is continuing, and cannot be revoked until all of the Entity's obligations have been satisfied, including all amounts outstanding to CH have been paid or settled to CH's satisfaction and such satisfaction confirmed in writing by CH.
3. This guarantee is not affected by any time, credit or indulgence which CH may grant to the Entity.
4. This guarantee binds my personal representatives.
5. I have had the opportunity to obtain legal advice on this document and on the terms and conditions of the hire agreement before I voluntarily signed it.

I have read all of the terms and conditions in this Personal Guarantee, as well as the terms and conditions of hire and I agree to be bound by all of them.

GUARANTOR'S SIGNATURE (all nominated guarantors, MUST sign)

1. Name: _____ Signature: _____

2. Name: _____ Signature: _____

3. Name: _____ Signature: _____

Witness Name: _____

Witness Signature: _____

Address: _____

Dated: this _____ day of _____ 20____

OFFICE USE ONLY

Processed by: _____ Date: _____

Credit Limit: _____ Approved by: _____ Rep: _____

TERMS AND CONDITIONS OF HIRE

This agreement is a claim for payment under the Building and Construction Industry Security of payment Act 1999.

1. The words below have the meaning set out opposite them to assist with the interpretation of the

Terms & Conditions of hire:-

Words Meaning

- | | |
|---------------------|--|
| (a) Charges | All of the amounts listed in clause 3.1 and 3.2 |
| (b) Commencement | The time on the Hire Contract when the hirer takes possession of the Equipment. |
| (c) Completion | The earlier of the time shown as "Date and Time of return" on the Hire contract and the time of issue of an off hire number. |
| (d) Hirer | The person, persons, body or corporate entity nominated on the Hire Contract, adjacent to "Hirer's name". |
| (e) Equipment | The equipment, tools, Complete Hire motor vehicles (and the accessories hired there with) listed on the front page of the Hire Contract. |
| (f) Hire Fees | The amounts listed as Hire Rates on the front page of the Hire Contract. |
| (g) Hire Period | The period from the Commencement of Hire until completion. Complete Hire Pty Ltd as referred to on the front page of the Hire Contract. |
| (h) Complete Hire | The amount listed on the front page of the Hire Contract for each kilometre (other than for those kilometres for which the customer is not obliged to pay (the "Free Kilometres) that the xxxxxxxx |
| (i) Kilometre Rate | Equipment (which is a Complete Hire motor vehicle) has (in the reasonable opinion of Complete Hire) travelled during the Hire Period. |
| (j) Off Hire Number | A number issued by Complete Hire to the Hirer when Complete Hire acknowledges the Hirer's request for the Hire period to cease. |

2. Complete Hire will:

- 2.1 Allow the Hirer to take and use the Equipment for the Hire Period;
- 2.2 Provide the Equipment to the Hirer clean and in good working order and condition;
- 2.3 Arrange comprehensive motor vehicle accident damage insurance.
Insurance will not cover the Hirer for the following:
 - (a) If the driver is over 25 years of age - the first \$3000 of the cost of each and every damage claim;
 - (b) If the driver is over 21 & under 25 years of age- the first \$5000 of the cost of each & every damage claim;
 - (c) The loss or theft of the motor vehicle;
 - (d) Excluding all costs of repairing damage; - to a truck above the top of the cabin; or - to or caused by a truck mounted loading device; - to tyres; - caused other than by the normal use of the motor vehicle; - caused while the motor vehicle is being driven on any road that is unsealed or is not a public road; - caused while the Hirer is in breach of any clause of this agreement; -caused whilst not adhering to the rules of the road as set out by the Roads & Traffic Authority.
- 2.4 Subject to clause 3.2 be responsible for repairing any damage to the Equipment (that is not a motor vehicle) caused by the ordinary use of the Equipment by the Hirer.
- 2.5 Re-supply or Repair the Equipment if it fails to operate properly;
- 2.6 Collect the Equipment within 5 days of being requested to do so by the Hirer & issuing to the Hirer an off Hire Number.
NOTE TO HIRER: - The Hirer must return the Equipment when the initial Hire period has expired as noted on the front page of the Hire Contract unless an extension of the Hire period is granted by contacting the office of Complete Hire during trading hours, or an Off Hire Number is obtained.
- 2.7 Terminate this agreement, sue for recovery of the charges and re-possess the Equipment if the Hirer;
 - (a) Fails to pay any charges, including dishonoured cheque(s) or credit cards with insufficient credit available;
 - (b) Loses possession of the Equipment or allows it to be taken out of the state in which it was hired or attempts to assign rights hereunder;
 - (c) Becomes bankrupt, insolvent or ceases business; or
 - (d) Otherwise breaches this agreement.
 - (e) Operates Equipment in a manner that, in the opinion of Complete Hire is dangerous and/or unsafe.

3. Payments by the Hirer to Complete Hire:

- 3.1 On or before Commencement (or as provided in the Hirer's Credit Application with Complete Hire), the Hirer will pay the Hire fees and associated costs and charges.
- 3.2 Immediately on request by Complete Hire, the Hirer will pay;
 - (a) The new list price of any Equipment which is for whatever reason not returned to Complete Hire
OTE TO HIRER: - You are responsible for the loss or theft of the Equipment;
 - (b) All costs incurred in cleaning the Equipment;
 - (c) All costs of repairing any damage caused by the ordinary use of the Equipment (that is not a motor vehicle);
 - (d) The cost of repairing any damage to the Equipment caused by the negligence of the Hirer or the Hirer's agent;
 - (e) The cost of repairing any damage to the Equipment caused by vandalism, or (in Complete Hire's reasonable opinion) in any way whatsoever other than by the ordinary use of the Equipment by the Hirer;
 - (f) The amount not covered by the insurance referred to in clause 2.3;
 - (g) Stamp duties, Goods and Services Tax, any other taxes or duties and all toll fines, penalties, levies or

charges payable in respect of this Agreement and the hiring;

- (h) All costs incurred by Complete Hire in delivering and recovering possession of the Equipment;
- (i) A late payment fee calculated daily at 2% per month on all unpaid charges;
- (j) The Kilometre Charge, and any additional Hire Fees;
- (k) The cost of fuels and consumables provided by Complete Hire and used by the Hirer;
- (l) Any expenses or legal costs (including commission payable to a commercial agent) incurred as a result of the failure of the Hirer to pay any charges when due;
- (m) All costs of repairing or replacing tyres and tracks, including call out fees and service calls.

4. Return of Equipment by the Hirer to Complete Hire:

The Hirer will:

- 4.1 Deliver the Equipment to Complete Hire when it is due back;
- 4.2 Return the Equipment to Complete Hire clean and in good order and repair.
- 4.0 Return of Equipment by the Hirer to Complete Hire;

5. Other Obligations of the Hirer:

The Hirer will;

- 5.1 Satisfy itself at commencement that the Equipment is suitable for its purpose;
- 5.2 Operate the Equipment safely, strictly in accordance with the law, only for its intended use, and in accordance with any manufacturer's instructions whether supplied by Complete Hire or posted on the Equipment;
- 5.3 Indemnify Complete Hire for all damage caused to persons and property in relation to the Equipment and its operation and have insurance to cover any legal liabilities incurred as a result of the use of the equipment;
- 5.4 Ensure that all persons operating or erecting the Equipment are suitably instructed in its safe and proper use and where necessary hold a current certificate of Competency and/or are fully licensed to use it;
- 5.5 Comply with all occupational health and safety laws relating to the Equipment and its operation;
- 5.6 Safely secure all items loaded in or on the Equipment or in or on the Hirer's vehicle;
- 5.7 Operate the Equipment with an adequate motor vehicle and/or power source.

The Hirer will not;

- 5.8 Tamper with, damage or repair the Equipment;
- 5.9 Lose possession of the Equipment;
- 5.10 Rely upon any representation relating to the Equipment or its operation other than those contained in this agreement;
- 5.11 Allow any person to drive a Motor Vehicle if the person;
 - (a) Does not hold an unrestricted licence to drive that class of Motor Vehicle; or
 - (b) Is affected by drugs and/or alcohol.
- 5.12 Exceed the recommended or legal load and capacity limits of the Equipment;
- 5.13 Use or carry any illegal, prohibited or dangerous substance in or on the Equipment;
- 5.14 Travel outside the state where the Equipment is hired unless the Company approves the destination;

6. Hirer not to Claim damages:

The Hirer cannot recover from Complete Hire compensation for any damages (including for consequential loss) arising in respect of this Hire Agreement or the hiring or the use of the Equipment.

7. Hirer not to Claim damages:

If the Hirer breaches any clause whatsoever of this agreement, or becomes bankrupt, insolvent or ceases business, then;

- 7.1 Complete Hire shall be entitled to;
 - (a) Terminate this agreement, and/or;
 - (b) Sue for recovery of the Charges, and/or;
 - (c) Repossess the Equipment (and is authorised to enter the Hirer's premises to do so);
- 7.2 The insurance referred to in clause 2 is immediately invalidated;
- 7.3 The Hirer must pay for any repairs to the Equipment despite clause 2.4.
- 7.4 Breach of Hire Agreement by Hirer;

8. No Warranties:

All warranties and conditions are excluded to the full extent permitted by law and Complete Hire's only obligation resulting from a breach by it of any condition or warranty is limited to the supplying of the Equipment again, or the repair of the Equipment.

9. Disputes:

If a dispute arises relating to this agreement, the hiring or the use of the Equipment (except in regard to the payment of charges), the parties agree to negotiate to settle the dispute with the assistance of the Hire and Rental Association of Australia before litigation commences.