



PREMIER CRANES & RIGGING
PREMIER CRANES & RIGGING PTY LTD. A.B.N 35 162 530 467
CRANE HIRE & RIGGING SPECIALISTS
MELBOURNE: 7-8 OVENS COURT, SUNSHINE WEST, VIC 3020
ACCOUNTS: PO BOX 376, ALTONA NORTH 3025
TELEPHONE: 9311 1499 EMAIL: luke@premiercranes.com.au
WEB: www.premiercranes.com.au

CREDIT APPLICATION

YOUR COMPANY DETAILS

Trading Name: (“Hirer”)

Registered Name (If Different) :

ABN no:

Address:

Postal Address:

Phone: () Fax: ().....

Accounts Contact Name: Email:

Do you issue order numbers and require them on invoices:

If yes, person to contact for order numbers:

Description of business:

Amount of Credit Required: \$.....

In Business Since: No of Employees:

Type of Business (Please Circle): Company Partnership Sole Trader Trust

Bank: Bank Account Num: BSB Number:

TRADE REFERENCES

1. Company Name:

Phone: Contact Name:

2. Company Name:

Phone: Contact Name:

3. Company Name:

Phone: Contact Name:



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For the purposes of this Application, the Owner is Premier Cranes & Rigging Pty Ltd ABN 35 162 530 467 and the Hirer is the company set out in the Trading Names section of this Application.

The Hirer acknowledges and agrees that all equipment is supplied pursuant to the Agreement for Hire of Equipment (attached to this Application) as amended from time to time ("**Hire Agreement**").

The Hirer represents and warrants to the Owner that:

1. the information contained in this Application is true and correct and the Hirer acknowledges and agrees that the Owner is relying on the information contained in this Application; and
2. the person or persons signing this Application is authorised to sign on behalf of the Hirer and to bind the Hirer to the Hire Agreement.

If requested by the Owner, each of the directors of the Hirer are required to personally guarantee all amounts owed by the Hirer to the Owner on the terms of the Guarantee and Indemnity as annexed to this Application.



GUARANTEE, INDEMNITY AND CHARGE ("GUARANTEE")

1. In consideration of the Owner agreeing to supply or continuing to supply the Equipment pursuant to the Credit Application and the Hire Agreement to the Hirer and forbearing to sue the Hirer (except where provided for by any statutory provision) for any payment currently due to the Owner, each guarantor named below ("Guarantor") unconditionally and irrevocably guarantees on demand to the Owner the due and punctual payment of all debts and monetary liabilities, including without limitation costs and expenses which are or which may become payable by the Hirer to the Owner or any related body corporate on any account and in any capacity ("Guaranteed Moneys") and, as a separate and independent obligation, agrees to indemnify and keep the Owner and any related body corporate indemnified from and against any claim, action, loss, damage, liability, cost, expense, outgoing or payment suffered, paid or incurred by the Owner or such related body corporate in relation to the non-payment or non-recovery of the Guaranteed Moneys or as a result of any breach by the Hirer of the Owner's Hire Agreement attached to the Credit Application.
2. The Guarantor hereby agrees with the Owner that this Guarantee shall be a continuing obligation of the Guarantor and that the Guarantor's obligations under this Guarantee are principal obligations and are not released, discharged or otherwise affected by anything which, but for this provision, might have that effect.
3. Until such time that the Owner has received all of the Guaranteed Moneys, the Guarantor agrees:
 - (a) that, in the event of any bankruptcy or other administration of the Hirer's estate or any winding up or scheme of arrangement of the Hirer, that the Guarantor will not, without the prior consent of the Owner, lodge any proof of debt or similar claim in respect of any debt or liability to the Guarantor on any account whatsoever, nor enforce any security held by the Guarantor in respect of the Hirer and shall hold any such debt, liability or security, and any rights or benefits in respect thereof, on trust for the Owner;
 - (b) if requested by the Owner, to lodge a proof of debt or similar claim in any such administration and enforce any such security and to execute all such documents and do all such things as the Owner may require to enable the Owner to have and receive the benefit of or arising from any such proof, claim or security;
 - (c) not to attempt or purport to be subrogated to the Owner; and
 - (d) that the Guarantor's liability under this Guarantee shall be that of principal debtor.
4. The Guarantor further agrees that:
 - (a) the Guarantor has signed this Guarantee voluntarily;



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- (b) before entering this Guarantee, the Guarantor was advised by the Owner to consult and receive advice as to the purpose, effect and consequences of, and obligations created by, this Guarantee from a legal adviser independent of the Owner;
 - (c) the Guarantor understands the nature and effect of this Guarantee, in particular that the Guarantor has agreed to guarantee all amounts presently owed by the Hirer to the Owner and any related body corporate and all amounts that the Hirer may in the future owe to the Owner and any related body corporate and has also agreed, as a separate and independent obligation, to provide an indemnity to the Owner and any related body corporate if any of the Guaranteed Moneys are not paid to, or recovered by, the Owner; and
 - (d) it has not entered into this Guarantee on reliance on any representation, warranty, promise or statement of the Owner or any person on behalf of the Owner or any related body corporate.
5. The Guarantor agrees that a notice issued by the Owner stating any moneys owed by the Hirer or Guarantor to the Owner or any related body corporate or under this Guarantee shall be conclusive evidence of such amounts owing by the Hirer and Guarantor.
 6. No payment shall operate to discharge or reduce a liability of the Guarantor if such payment is or becomes voidable under any law relating to bankruptcy or the winding up of companies, and no discharge or release consequent upon such payment shall discharge the liability of the Guarantor under this Guarantee.
 7. Where any provision or application of any provision of this Guarantee is rendered ineffective by operation of law in any jurisdiction, that shall not affect the validity, legality, enforceability or effectiveness of the remaining provisions or of that provision in any jurisdiction other than the jurisdiction where the provision is rendered ineffective.
 8. The guarantee and indemnity contained in this Guarantee are separate and independent obligations of the Guarantor and neither limits the generality of the other.
 9. All payments which the Guarantor is required to make under this Guarantee must be made without any set off, counterclaim, condition or deduction and are payable on demand by the Owner.
 10. Any demand or notice may be served on the Guarantor by delivering it to the Guarantor personally or by sending it by post to the Guarantor's last address.
 11. The Guarantor must fully indemnify the Owner for all expenses and legal costs that the Owner incurs in enforcing this Guarantee.



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12. This Guarantee is governed by the laws of Victoria and the Guarantor irrevocably submits to the non-exclusive jurisdiction of the courts of Victoria.

SIGNED by: Name of Guarantor Signature of Guarantor Address of Guarantor	SIGNED by: Name of Guarantor Signature of Guarantor Address of Guarantor
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