

# Credit Application Form

## CUSTOMER'S DETAILS

Full Name of Individual/Partnership/Business/Company		ABN	ACN
Trading as Name			
Trading Address			
Postal Address (if different to above)			
If the Applicant is trustee of a trust, full name of trust			
Date of Incorporation/Registration of Business		Place	
If an Individual, Date of Birth		Drivers Licence Number	
Contact Person	Telephone	Facsimile	Email Address

## OTHER DETAILS

Credit Limit Requested (\$)
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## BUSINESS REFERENCES

1 Full Name and Address	Telephone
2 Full Name and Address	Telephone
3 Full Name and Address	Telephone

I/We (in this document "the **Customer**") hereby apply for credit facilities from College Investments Pty Ltd (ACN 008 977 759) as trustee for the Neil Staines Family Investment Trust and Woody Island Pty Ltd (ACN 165 377 499) together trading as Staines Esperance (ABN 81 437 131 820) (**Staines**) in accordance with Staines Credit Account Agreement, a copy of which is attached to this Credit Application Form. In support of this application, I/We submit the information set out above. I/We agree to be bound by the Credit Account Agreement.

### Execution by Customer if it is a company or corporate trustee

**EXECUTED** by the Customer in accordance with Section 127 of the Corporations Act 2001 by authority of its directors:

If executed in capacity as a corporate trustee:

\_\_\_\_\_  
Signature of Director of company/corporate trustee

\_\_\_\_\_  
Name of trustee and trust

\_\_\_\_\_  
Name of Director (block letters)

\_\_\_\_\_  
Signature of Director/Secretary of company/corporate trustee

\_\_\_\_\_  
Name of Director/Secretary (block letters)

### Execution by Customer if it is an individual, partnership, individual trustee

SIGNED by the Customer in the presence of:

\_\_\_\_\_  
Witness signature

\_\_\_\_\_  
Signature of Hirer (individual, partner or individual trustee)

\_\_\_\_\_  
Witness name

\_\_\_\_\_  
Witness address

\_\_\_\_\_  
Witness occupation

## CREDIT ACCOUNT AGREEMENT

### 1. Definitions

In this Credit Account Agreement and the attached Guarantee and Indemnity, **Staines Terms** means either of both (as applicable) of:

- (a) if the Customer will hire equipment from Staines, the Staines Hire Agreement; and
- (b) if the Customer will purchase goods from Staines, the Staines Terms and Conditions.

### 2. Credit Terms

By signing or executing this credit account agreement (**Credit Account Agreement**) the Customer and each Guarantor named in the attached Guarantee and Indemnity agrees and warrants that:

- (a) all information provided in the Credit Application Form is true and correct and not incomplete in any material way;
- (b) it has read and understands the Staines Terms a copy having been provided to it (and receipt of which is acknowledged);
- (c) by signing this Credit Account Agreement the Customer and the Guarantor irrevocably agree to be bound by this Credit Account Agreement and the Staines Terms without the need for further execution;
- (d) the Staines Hire Agreement applies each time Staines hires equipment to the Customer;
- (e) the Staines Terms and Conditions apply each time Staines supplies goods to the Customer;
- (f) the agreement between Customer and Staines or between Guarantor and Staines does not include any terms or conditions of Customer or a Guarantor (including on any purchase order);
- (g) the Staines Terms may be varied from time to time by Staines via the procedure set out in the Staines Terms.
- (h) the Customer may only order goods and services on credit from Staines up to the credit limit granted by Staines from time to time in writing;
- (i) without prejudice to any of Staines rights or any other remedies available to Staines, when the balance of the Customer's account with Staines equals or exceeds the credit limit granted by Staines or if the Customer is in default, Staines reserves the right to not to hire or supply any further goods or services to the Customer, without notice to the Customer, until a satisfactory payment is made to reduce the balance of the Customer's account;
- (j) without prejudice to any of Staines rights or any other remedies available to Staines, Staines is entitled at its sole discretion to:
  - (i) immediately withdraw the credit facility granted to the Customer at any time without prior notice to the Customer or a Guarantor; and
  - (ii) if the Customer is in default and such default is not corrected within 7 days after notice of such default is given to the Customer, do either or both of the following by notice to the Customer:
    - A. terminate this Credit Account Agreement;
    - B. require immediate payment of all fees and moneys owed by the Customer to Staines
- (k) the company, trust and/or each director, partner, individual, sole trader named in this credit account application is solvent and can pay its respective debts as and when due and that no steps have been taken to place any of them into bankruptcy, voluntary administration, liquidation, receivership or management;
- (l) the person who signs this Credit Account Application is authorised to do so on behalf of the Customer and hereby binds Customer;
- (m) any omission by Staines to enforce any of the provisions of this Credit Account Agreement shall not operate as a waiver by Staines and will not prejudice the rights of Staines to enforce any of its provisions;
- (n) neither the Customer or Guarantor may assign any obligation under this Credit Account Agreement without the written consent of Staines;
- (o) if any provision or part provision of this Credit Account Agreement is invalid, unenforceable or illegal then it shall be deemed to not operate until it is valid, enforceable and legal; and
- (p) this Credit Account Agreement is governed by the law in force in Western Australia.

### 3. Charge

As security for payment of all moneys payable to Staines by the Customer as and when due and performance of all obligations now or in the future, actually or contingently, imposed on the Customer by the Credit Account Agreement or the Staines Terms, the Customer hereby charges in favour of Staines all of the Customer's estate or interest in any real property which the Customer now has or may hereafter have an interest and in all present and after acquired personal property and the proceeds arising in respect of any dealing in such property, and the Customer agrees and consents to:

- (a) Staines lodging and maintaining a caveat or mortgage over such real property; and
- (b) Staines effecting and maintaining a registration on the PPSR over that personal property in any manner Staines considers appropriate pursuant to this Credit Account Agreement and the Customer waives the right to receive notice of a verification statement in relation to such registration (which waiver includes the Customer's right to receive a notice pursuant to section 157 of the PPSA); and
- (c) agrees to do all things required by Staines to register a caveat or mortgage over that real property or a PPSR registration in respect of that personal property and irrevocably appoints any director of Staines to be Customer's true and lawful attorney to execute and register such instruments;

### 4. Privacy Policy

- (a) The Customer acknowledges that when it applies for credit with Staines, Staines may collect credit-related personal information from the Customer ("credit related information"). Credit related information may include personal particulars (name, sex, address, previous addresses, date of birth, name of employer and driver's licence number), details of services provided by the Staines to the Customer, overdue amounts and recovery action taken.
- (b) The Customer authorises Staines to obtain:
  - (i) from a credit reporting agency a credit report containing credit related information about the Customer in relation to credit provided by Staines; and
  - (ii) a report containing information about the Customer's commercial activities or commercial credit worthiness from a business which provides information about the commercial creditworthiness of a person or an entity in relation to credit provided by Staines.
- (c) The Customer agrees that Staines may exchange information about the Customer with those credit providers either named as trade referees by the Customer or named in a consumer credit report issued by a credit reporting agency to assess an application for credit by the Customer, to notify other credit providers of a default by the Customer, to exchange information with other credit providers as to the status of this credit account, where the Customer are in default with other credit providers and/or to assess the creditworthiness of the Customer.
- (d) The Customer understands that the information exchanged can include anything about the Customer's creditworthiness, credit standing, credit history or credit capacity that credit providers are allowed to exchange under the Privacy Act 1988 (Cth) and the Privacy (Credit Reporting) Code 2014 (Version 1.2).
- (e) Staines may give information about the Customer to a credit reporting agency to obtain a consumer credit report about the Customer and/or allow the credit-reporting agency to create or maintain a credit information file containing information about the Customer.
- (f) The Customer agrees that credit related information provided may be used and retained by Staines for the following purposes (and for other purposes as shall be agreed between the Customer and Staines or required by law from time to time):
  - (i) analysing, verifying and/or checking the Customer's credit, payment and/or status in relation to the provision of Goods and Services;
  - (ii) processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Customer; and/or
  - (iii) enabling the daily operation of Customer's account and/or the collection of amounts outstanding in the Customer's account in relation to the Goods and Services.
- (g) The information given to the credit-reporting agency may include personal particulars (name, sex, address, previous addresses, date of birth, name of employer and driver's license number), details concerning the Customer's application for consumer or commercial credit and the amount requested, advice that Staines is a current credit provider to the Customer, advice of any overdue accounts, loan repayments, and/or any outstanding monies owing which are overdue by more than sixty days (60), and for which debt collection action has been taken, advice that the Customer's overdue accounts and/or any outstanding monies are no longer overdue in respect of any default that has been listed, information that, in the opinion of Staines, the Customer has committed a serious credit infringement (that is, fraudulently or showing an intention not to comply with the Customer's credit obligations) and advice that any credit facility provided to the Customer by Staines has been paid or otherwise discharged.
- (h) The Customer may request credit related information about themselves from Staines. If the Customer believes any credit related information is incorrect or incomplete, the Customer may request Staines to correct the information.
- (i) If the Customer has any complaint about Staines credit related information policy or the handling of credit related information by Staines, the Customer may make a complaint to Staines.
- (j) The Customer may request credit reporting bodies to whom Staines provides the Customer's credit related information not to use credit reporting information for the purpose of pre-screening or direct marketing by credit providers or disclose credit reporting information if the Customer believes on reasonable grounds that he or she has been, or is likely to be a victim of fraud.
- (k) Staines is not likely to disclose information about the Customer to overseas recipients.
- (l) Further information on how the Customer may request Staines to correct information, or make a complaint to the Staines, and how the Staines will deal with these matters is set out in the Staines privacy policy. The Customer may obtain a copy of Staines privacy policy by request to Staines.

**GUARANTEE AND INDEMNITY***Must be Completed in Full*

It is Staines policy that personal guarantees and indemnities must be provided for all credit facilities provided by Staines.

**FAILURE TO SIGN THE GUARANTEE AND INDEMNITY WILL RESULT IN NO CREDIT FACILITIES BEING GRANTED.** Staines recommends that you take independent legal advice as necessary. Guarantees and indemnities are required from:

- (a) each director of the Customer, if the Customer is a company;
- (b) each partner of the partnership, if the Customer is a partnership and
- (c) any other person or persons requested by Staines as a condition of the credit facility being offered by Staines.

Each signatory must sign in the presence of an independent, adult witness. A term that is capitalised but not defined in this guarantee and indemnity has the meaning given to that term by the Credit Account Agreement.

By signing this guarantee and indemnity each signatory (each a **Guarantor**) jointly and severally:

1. acknowledges that it has received a copy of the Credit Account Agreement;
2. agrees to the terms of the Credit Account Agreement;
3. unconditionally and irrevocably guarantees to Staines as a principal debtor the:
  - (a) payment of all moneys payable to Staines by the Customer (the **Guaranteed Moneys**) as and when due; and
  - (b) performance of all obligations now or in the future, actually or contingently, imposed on the Customer, under the Credit Account Agreement;
4. unconditionally and irrevocably agrees as a principal debtor that, if for any reason the Customer does not pay the Guaranteed Moneys to Staines as and when due, in whole or in part, the Guarantor will pay that amount to Staines on demand by Staines;
5. as a separate and additional principal liability, undertakes and agrees to indemnify and keep indemnified Staines from and against any loss, damage, cost, charge or expense whatsoever (including legal costs on a full indemnity solicitor client basis and all debt collection costs) that Staines may suffer as a consequence of:
  - (a) the non-payment of any of the Guaranteed Moneys by the Customer, in whole or in part;
  - (b) the non-performance of any obligation owed to Staines by the Customer;
  - (c) enforcing this guarantee and indemnity, including preparing and registering any caveat or mortgage; and/or
  - (d) the liability of the Customer to pay the Guaranteed Moneys to Staines being voidable or unenforceable in whole or in part, as a result of any lack of capacity, power or authority or any improper exercise of power or authority affecting the Customer;
6. agrees that this guarantee and indemnity is a continuing guarantee and indemnity for all debts and obligations whatsoever and whensoever incurred by the Customer to Staines;
7. agrees that 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, an Insolvency Event occurring in respect 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 required to sign this document to do so or do so validly, and any omission to give notice to a Guarantors or anyone else;
8. agrees that it must not without Staines written permission exercise any right of subrogation or make any other claim it may have against or enforce any security against the Customer until Staines has received payment in full of all Guaranteed Moneys;
9. agrees to not prove in any insolvency, receivership or administration of the Customer until Staines has received payment in full of all Guaranteed Moneys;
10. agrees to notify Staines in writing of the occurrence of any Insolvency Event;
11. hereby charges in favour of Staines (as security for payment of the Guaranteed Moneys) all of the Guarantor's estate or interest in any real property which the Guarantor now has or may hereafter have an interest and in all present and after acquired personal property and the proceeds arising in respect of any dealing in such property, and the Guarantor agrees and consents to:
  - (a) Staines lodging and maintaining a caveat or mortgage over such real property; and
  - (b) Staines effecting and maintaining a registration on the PPSR over that personal property in any manner Staines considers appropriate pursuant to this guarantee and indemnity and the Guarantor waives the right to receive notice of a verification statement in relation to such registration (which waiver includes the Guarantors right to receive a notice pursuant to section 157 of the PPSA);
12. agrees to do all things required by Staines to register a caveat or mortgage over that real property or a PPSR registration in respect of that personal property and irrevocably appoints any director of Staines to be Guarantor's true and lawful attorney to execute and register such instruments;
13. agrees to the terms of the privacy policy set out at clause 2 of the Credit Account Agreement as if the Guarantor were named in the place of the Customer and authorises Staines to do each of the things listed at clause 3 of the Credit Account Agreement in relation to its personal credit matters;
14. agrees that a certificate signed by a director of Staines shall be prima facie evidence of the amount of the Guaranteed Moneys owed by the Customer to Staines at the date of the certificate;
15. acknowledges that this guarantee and indemnity binds the Guarantor personally as a principal debtor and puts the personal assets of the Guarantor at risk;
16. agrees that if any provision or part provision of this guarantee and indemnity is invalid, unenforceable or illegal then it shall be deemed to not operate until it is valid, enforceable and legal;
17. agrees that this guarantee and indemnity is governed by the law in force in Western Australia; and
18. agrees that this guarantee and indemnity is intended to take effect as a deed.

**Acknowledgment**

By signing below as Guarantor(s), I/we certify that I/we understand the terms of this guarantee and indemnity. In particular, I/we understand that if the Customer fails to make any required payments to Staines, Staines may recover the amount of these payments from me/us personally. I/we certify that I/we have had the opportunity of taking independent legal advice in relation to the meaning and effect of this guarantee and indemnity and that I/we understand this guarantee and indemnity and that I/we have freely signed this guarantee and indemnity.

1 Director / Sole Trader's / Partner's Full Name	Date of Birth
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Residential Address	Suburb	Postcode
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Years at Address	Drivers Licence No.	Telephone
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Signature	Date
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2 Director / Partner's Full Name	Date of Birth
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Residential Address	Suburb	Postcode
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Years at Address	Drivers Licence No.	Telephone
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Signature	Date
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**In the Presence of:**

Witness Name	Signature
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Residential Address	Suburb	Postcode
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