



Business Credit Application

Our credit application is also the primary client onboarding mechanism. We kindly ask that a duly authorized representative from your organization complete the attached form. If no credit is required, please indicate as such, but please complete the balance of the document to assist our onboarding processes

Trading name:		ACN:	ABN:
Credit Limit:		Payment Terms (14 days from date of invoice default)	
Authorised person details			
Surname:	First name:	Position/Role	
Address:	City:	State	Postal Code:
Best Telephone:			
Company Information			
Registered Name - If different from Trading name, incl Trust and Trustee name if any)			
If Division/Subsidiary, Name of Parent Company			
Business Structure Public Company <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Sole Trader <input type="checkbox"/> Trust <input type="checkbox"/>			
Sole Trader DOB	Shareholders (where relevant)		
Brief Services and/or Products provided:			
Accounts Payable:	Name:	Title:	
Address (if located at an address different to above):			
Phone:	Email:		
Invoicing Format and Invoicing Process – Please describe			
Trade References			
COMPANY NAME:	COMPANY NAME:	COMPANY NAME:	
Contact Name:	Contact Name:	Contact Name:	
Address:	Address:	Address:	
Phone:	Phone:	Phone:	
Account Opened Since:	Account Opened Since:	Account Opened Since:	
Credit Limit:	Credit Limit:	Credit Limit:	

LAYHER STEEL SCAFFOLD – MOBILE ALUMINIUM – QUICK ALLY-LIGHT SWING STAGE – EDGE PROTECTION-SCISSORLIFTS – BOOMLIFTS – EWP

Current Balance:	Current Balance:	Current Balance:
FINANCIAL INFORMATION		
Company Total Assets:	Company Total Liabilities:	Annual Net Income:
Have you or your officers or affiliates ever filed a petition in bankruptcy? Yes <input type="checkbox"/> No <input type="checkbox"/>		
Is your company subject to any litigation? Yes <input type="checkbox"/> No <input type="checkbox"/> If so, describe:		

DECLARATION

I / We hereby apply to open / continue to operate an account with Elevate Access

I / We acknowledge that I / We have read and understood the Terms and Conditions of Trading attached hereto or provided to us. If Elevate Access agrees to supply me / us with equipment and / or labour whether on hire or by sale, then all transactions will be subject to those terms and conditions unless Elevate Access agrees otherwise in writing. I / We warrant and represent that all the information set out in this application is true and correct and that I / We have not omitted or withheld any information which would or might be materials to Elevate Access in deciding to grant a credit or supply equipment or labour to an intended customer.

I am / we are not aware of any facts or circumstances which, if made known to Elevate Access would result in Elevate Access not opening an account for me / us or granting credit to me / us or agreeing to supply me / us with equipment and / or labour.

I / We hereby authorize Elevate Access to make such enquiries as it considers relevant or necessary to decide whether to accept this application.

PRIVACY ACT 1988: I / We agree to Elevate Access obtaining from a credit reporting agency a credit report containing personal credit information about me / us in relationship to commercial credit provided by Elevate Access and I / We agree to Elevate Access obtaining report form the purpose of assessing my / our application for commercial credit.

I / We, as the undersigned Directors / Owners/Trustees of the Company / Trust, hereby personally (both individually and jointly) guarantee all debts contracted by our Company / Trust, indemnify Elevate Access against all costs, losses and charges (including solicitor and collection costs in full) in any way related to the Customer / Trust's obligations or default and charge absolutely all of our present and future real and personal property as security for payment for all such debts, costs losses and charges. Either party may revoke this Guarantee by giving to the other one month's written Notice provided all amounts due or pending payment to Elevate Access have been paid in full.

I agree and acknowledge **Settlement terms of 14 Days from Date of Invoice. I have read the terms and conditions stated below and agree to all terms and conditions.**

 Name Signature and Date
 Company Director/Owner/Trustee

 Witness Name Signature and Date

 Name Signature and Date
 Company Director/Owner/Trustee

 Witness Occupation

 Witness Address



LAYER STEEL SCAFFOLD – MOBILE ALUMINIUM – QUICK ALLY-LIGHT SWING STAGE – EDGE PROTECTION-SCISSORLIFTS – BOOMLIFTS – EWP

Conditions of Hire

1. DEFINITIONS AND INTERPRETATION

"Agreement" means the agreement formed between the Owner and the Hirer by the Owner's acceptance of the Hirer's offer as set out on the reverse side of these Terms and Conditions and included those terms and conditions as set out on that reverse side and these Terms and Conditions; "Delivery Date" means the date the Equipment is delivered to the Site;

"Equipment" means any items hired out by the Owner from time to time including tools accessories attachments parts manuals instructions packing and transportation materials (if any) substitute and replacement equipment whether owned by the Owner or not and includes any part or parts of it; "Hirer" means the person firm or corporation entering into on this Agreement and includes its successors permitted assigns employees agents or any persons claiming through under or in trust for such a person.

"Hire Period" means the period commencing on the Delivery Date or if the Hirer notifies the Owner that it requires the Owner to erect the Equipment pursuant to clause 2.1 then upon the date the Owner completes the erection of the Equipment and expiring on the date the Hirer notifies the Owner that it no longer requires the Equipment and receives a pick up number from the Owner or the sooner determination of the Hire Period;

"Owner" means **Foundation Industries (ABN 52 677 019 966 t/a Elevate Access)** its successors, assigns, related companies (within the meaning of The Corporation Law) subcontractors employees and agents;

"Site" the site specified overleaf.

2. HIRE AGREEMENT

2.1 The Owner agrees to let the Hirer agrees to take on hire the Equipment for the Hire Period subject to the terms and conditions herein contained

2.2 The Hirer must notify the Owner prior to delivery of the Equipment:

2.2.1 Of the estimated period the Hirer requires the Equipment ("the estimated period"); and

2.2.2 Whether it requires the Owner to erect the Equipment.

3. HIRE CHARGES

3.1 The Hirer must pay hire charges at the weekly rate shown on the reverse side of these terms and conditions "and the Goods and Services Tax if any" during the Hire Period or at a rate agreed by the Owner.

3.2 The Hirer agrees that if the Hirer hires the Equipment for:

3.2.1 One day or any part thereof the Hirer must pay 50% of the weekly hire rate.

3.2.2 2 – 3 days the Hirer must pay 80% of the weekly hire rate; and

3.2.3 4 – 7 days the Hirer must pay 100% of the weekly hire rate.

3.3 The Owner reserves the rights to change the weekly hire rate upon reasonable notice to the Hirer.

3.4 The Hirer must duly and punctually pay the hire charges and any other charges at the times and in the manner specified in this Agreement or if not specified then within 30 days of the date of invoice or as arranged and confirmed in writing by the Owner.

3.5 The Hirer must pay all money payable by the Hirer under this Agreement to the Owner free and clear from any and all deductions set offs or counterclaims.

3.6 The Hirer must pay to the Owner interest at the rate of 2% per annum greater than the rate that would be charged by the Owner's bankers on an overdraft amount not exceeding \$100,000 on all moneys due but unpaid by the Hirer under their Terms and Conditions calculated from the due date of payment to the actual date of payment to the Owner.

3.7 The Hirer must make payments to the Owner under this Agreement notwithstanding the occurrence or discovery of any defect in breakdown of or damage to the Equipment or any part of it.

3.8 The Hirer must pay to the Owner on demand:

3.8.1 The amount of any tax, "GST", duty, levy charge or other expenses paid or payable by the Owner to any government or government authority in respect of the use or hire of the Equipment

including but not limited to any stamp duty payable in respect of this Agreement.

3.8.2 The Owner's standard delivery and/or collection charges from time to time; and

3.8.3 All reasonable costs and expenses incurred by the Owner because of a breach by the Hirer in its obligations under these Terms and Conditions.

4. DELIVERY OF EQUIPMENT

4.1 The Hirer must make any arrangements necessary to enable the Hirer to obtain delivery of the Equipment and must prior to the Delivery Date arrange for all persons who have an interest in the Site to deliver to the Owner an acknowledgement in writing (in a form acceptable to the Owner) that the Owner:

4.1.1 has the absolute unencumbered title to the Equipment (as between the Owner and that person); and

4.1.2 has the right to enter upon or into the Site to inspect and remove the Equipment at any time without any payment to or the consent of any person.

4.2 If the Hirer fails to accept the Equipment the Hirer must pay the Owner as and by way of liquidated damages the sum the hirer would have been charged liable to pay under this Agreement had the Owner hired the Equipment for the estimated period of hire notified to the Owner.

5. HIRER'S OBLIGATION

5.1 The Hirer must:

5.1.1 Keep the Equipment at all times in his possession custody and under his control;

5.1.2 Notify the Owner immediately of any change in the address of the Hirer; part of it from the Site. 5.1.3 Ensure the Equipment remains at all times under the Hirer's control;

5.1.4 Make the Equipment immediately available for inspection examination testing and for any other purpose set out in this agreement whenever required by the Owner;

5.1.5 Permit the Owner to enter any premises where the Owner reasonably believes the Equipment is located or any premises owned occupied or controlled by the Hirer for the purpose of examining and testing the Equipment.

5.1.6 Immediately stop using the Equipment if it breaks down or becomes unsafe and must take all necessary steps to prevent injuries to any person or property as a result of the Equipment condition;

5.1.7 Not do omit to do or permit cause or suffer to be done any act matter or thing that is likely to endanger the safety or condition of the Equipment.

5.1.8 Immediately repair any damage to or defect in the Equipment upon notification of the same by the Owner;

5.1.9 Comply with carry out and perform all requirements of any act statute by-law order regulation or requisition relating to the Equipment or to the possession erection or use of the Equipment or to the premises upon which the Equipment is situated or the occupation and use of those premises;

5.1.10 Pay as if the Hirer were the owner and operator of the Equipment all registration licence insurance and other fees and charges payable in respect of the Equipment or its operation;

5.1.11 Obtain and maintain in full force and effect all necessary licences permits certificates and regulations governing or relating to the Equipment or to its use or erection.

5.1.12 At the expiry or earlier determination of the Hire Period deliver up the Equipment to the Owner in good order and condition and in accordance with this Agreement.

6. ALTERATIONS

6.1 The Hirer must not make or suffer to be made any alterations to the Equipment.

6.2 The Owner may at any time and from time to time affix any plates or marks on the Equipment indicate that it is the Owner's and the Hirer must not alter obliterate deface or cover up those plates or marks.

7. OPERATION AND MAINTENANCE OF GOODS

7.1 The Hirer must at its own expense.

7.1.1 Keep and maintain the Equipment in proper working order and condition and in good and substantial repair;

7.1.2 Employ only properly trained and competent persons to use maintain erect and repair the Equipment; and

7.1.3 Operate and maintain the Equipment with due care and diligence and in compliance with the instructions and recommendations of the supplier and/or manufacturer of the Equipment as to operation and maintenance.

8. LIENS AND ENCUMBRANCES

8.1 The Hirer must not mortgage pledge sell charge sub-hire encumber or otherwise deal with the Equipment or any of its rights under this Agreement nor do omit to do or permit or suffer to be done anything that may prejudice the Owners rights to the Equipment.

9. RISK AND INSURANCE

9.1 The Hirer must:

9.1.1 Assume all risks and liabilities for and in respect of the Equipment and for personal injuries or loss of life and damage to property howsoever arising from the possession use maintenance or repair the Equipment.

9.1.2 Indemnify the Owner against personal injuries loss of life damage to property or loss of or damage to the Equipment whether by fire theft accident seizure confiscation or otherwise and must indemnify the Owner and hold Owner harmless from and against all actions suits claims proceedings demands costs charges expenses damages losses liabilities writs summonses judgments orders and decrees of any nature (including but not limited to legal costs on a solicitor – own client basis) however arising incurred as a result of in connection with the Equipment of the transport possession use maintenance or repair the Equipment or the seizure of taking of possession of the Equipment by the Owner.

9.2 The Hirer must at all times during the Hire Period at its own expense insure and keep the Equipment insured with a reputable insurer for their full insurable value against loss or damage by fire theft and accident.

9.3 The Hirer shall hold any money if receives by virtue of any insurance effected and maintained as herein provided upon trust for the Owner and shall pay that money in full to the Owner upon demand.

10. RELIANCE AND WARRANTIES

10.1 The Hirer hereby acknowledges:

10.1.1 that in deciding to hire the Equipment the Hirer has not relied in any way on the Owner's skill or

judgment;

10.1.2 the Hirer has satisfied itself as to the condition and suitability of the Equipment and its fitness for

the Hirer's purpose; and

10.1.3 that it has prior to hiring the Equipment and will prior to accepting the Equipment examine it and

satisfy itself of its conditions suitability and fitness for the Hirer's purpose.

10.2 All conditions and warranties express or implied, whether arising by statute or otherwise as to the condition suitability quality fitness or any purpose or safety of or title to the Equipment are hereby negative and exclude to the full extent permitted by law and the Owner gives no such warranty or condition and the Hirer acknowledges that the Owner has not given any such warranty or condition.

10.3 The Owner's liability for breach of a condition or warranty implied by Division 2 of Part V of the Trade

Practices Act 1974 or by Part III of the Fair-Trading Act 1988 (other than S.69 of the former act and S.34

of the latter Act) is hereby limited to:

10.3.1.1 the replacement of the Equipment or the supply or equivalent equipment.

10.3.1.2 the repair of the Equipment

10.3.1.3 the payment of the cost of replacing the Equipment or of acquiring equivalent equipment.

10.3.1.4 the payment of the cost of having the Equipment repaired; or

10.3.1.5 in the case of services:

10.3.1.6 the supply of the services again, or

10.3.1.7 the payment of the cost of having the services supplied again

11. TERMINATION

11.1. The Owner may without notice determine this Agreement and retake possession of the Equipment and for that purpose enter or upon any premises where it may be if the Hirer:

11.1.1 Refuses neglects or fails to duly and punctually pay any hire charges or other money required to be paid pursuant to The provision of this Agreement.

11.1.2 Refuses neglects or fails to duly and punctually observe, perform and comply with the terms and conditions of this Agreement.

11.1.3 Does omits to do or causes permits or suffers to be done any act matter or thing whereby the Owner's rights to the Equipment may be prejudiced.

11.1.4 Commits any act of bankruptcy or any order is made against Hirer;

11.1.5 (Being a company) shall go into liquidation or any position is presented against it.

11.2 The Owner may at any time during the Hire Period notify the Hirer to return the Equipment whereupon the Hirer must immediately make it available to the Owner for collection.

11.3 The Hirer may at any time during the Hire Period notify the Owner that the Equipment is available for collection and obtain a "pick-up" number failing which the Hirer shall not be deemed to have notified the Owner that the Equipment is ready for collection.

11.4 The Owner's records shall be conclusive proof as to the time when the Hirer obtained a pci up number and when the Hirer obtained delivery of the Equipment.

11.5 The Owner may at any time after giving or receiving the notices referred to in the preceding clause enter any premises owned occupied or controlled by the Hirer to collect the Equipment and may disconnect

dismantle and remove the Equipment from any part of the premises to which it may be affixed.

11.6 The Owner must collect the Equipment as soon as practicable after receiving a notice from the Hirer requesting this.

11.7 Upon any termination the Hirer shall indemnify and keep indemnified the Owner from and against all actions suits claims proceedings demands costs charges expenses and liabilities that may arise by reason of the Owner retaking possession of the Equipment.

11.8 These terms and conditions shall continue to apply in so far as they are applicable until the Owner has collected the Equipment from the site.

12. LOST OR DAMAGED EQUIPMENT

12.1 The Hirer must pay to the Owner forthwith on demand the cost of:

12.1.1 Repairing any damage to the Equipment (excluding damage arising from fair wear and tear), and; 12.1.2 Replacing any Equipment that is irreparably damaged or lost including replacing any parts with genuine replacement parts at normal retail prices.

That may be caused or contributed to be the misuse of the Equipment or by any act neglect default or omission of the Hirer or its servants agents and employees and notwithstanding anything otherwise contained in this Agreement the Hirer shall continue to pay hire charges until the cost of repairing or replacing the Equipment has been paid to the Owner.

13. MISCELLANEOUS

13.1 These terms and conditions shall be governed by and construed in accordance with the laws of the State of Western Australia.

13.2 The person signing these Terms and Conditions for and on behalf of the Hirer agrees with the Owner that he or she has the authority of the Hirer to hire the Equipment and is empowered by the Hirer to bind the Hirer to this Agreement.

13.3 No time or indulgence or waiver of its rights under these Terms and Conditions granted or purporting to be granted by the Owner shall affect the Owner's position by rights under these Terms and Conditions or in the Equipment or shall constitute a waiver or release of any breach committed by the Hirer