
CREDIT APPLICATION

Company (Applicant) _____ ABN _____

Full Registered Trading Name _____

Trading Address _____

Postal Address _____

Phone _____ Email _____

How Long in Business (Years) _____

Type of Business Entity Sole Trader Partnership Company Trust

Estimated Monthly Credit \$ _____

Directors / Owner / Partners

1. _____ Address _____

2. _____ Address _____

3. _____ Address _____

Accounts Dept Contact

Name _____ Phone _____

PAYMENT TERMS 30 DAYS FROM END OF MONTH

Trade References (Currently Trading With)

1. _____ Contact _____ Phone _____

2. _____ Contact _____ Phone _____

3. _____ Contact _____ Phone _____

NOTE: THE ACCOUNT WILL BE CLOSED IF NOT USED FOR MORE THAN 6 MONTHS

CONDITIONS OF HIRE

1. Terms

In these conditions:-

- 1.1 The "Owner" is Skylift Hire & Rentals Pty Ltd trading as Skylift Hire & Rentals;
- 1.2 The "Hirer" is the person, firm or corporation hiring plant from the Owner;
- 1.3 The "Plant" means all equipment including tools, accessories and parts supplied to the Hirer;
- 1.4 "Major Plant" includes "plant" (in 1.3 above) and having petrol/diesel engines with horsepower rating in excess of 7h.p.

2. Hiring Charges

- 2.1 Hiring charges shall commence from the time the Plant is collected from the Owner's premises and continues until returned to the Owner's premises;
- 2.2 In the event of the Hirer requesting the Owner to make delivery and collection hire will commence from the time the Plant leaves the Owner's premises until the Owner is notified that the Plant is available for collection or until the Plant is returned to the Owner's premises;
- 2.3 Daily rates are based on an eight (8) hour working period;
- 2.4 Minimum hire period is one (1) day of eight (8) hours. Extra time will be charged at half normal daily rate;
- 2.5 Plant not returned by 8:30am following the day of hire will be charged as an extra half day;
- 2.6 Plant not returned by 12noon will be charged an extra day;
- 2.7 The onus rests with the Hirer to ensure the Plant is returned to the Owner or by arrangement collected by the Owner.
- 2.8 Hire rates do not include:
 - 2.8.1 pick up and delivery charges;
 - 2.8.2 installation;
 - 2.8.3 assembly or erection of Plant on job sites;
 - 2.8.4 dismantle of Plant on job site;
 - 2.8.5 fuel used in Major Plant;
 - 2.8.6 State Government stamp duty;All such items are charged as an extra cost.

3. Obligations of the Hirer

The Hirer shall:-

- 3.1 Determine the condition and suitability of the Plant for the purpose required;
- 3.2 Use the Plant in a skillful and workmanlike manner and only for its intended purpose and within the capacity for which it is designed and strictly in accordance with the Law;
- 3.3 Ensure that the Plant is operated by a suitably qualified operator;
- 3.4 At its own expense, service, clean, fuel, lubricate and maintain the Plant in a good working order;
- 3.5 Accept responsibility for theft and all damage occasioned to the Plant during the period of hire;
- 3.6 The Hirer acknowledges that the Owner grants no warranty as to the capacity of the Plant;
- 3.7 Conduct a thorough hazard risk assessment before hiring the Plant and comply with all Occupational Health and Safety Laws relating to the Plant;
- 3.8 Report full details of any accident or damage to the Plant within two (2) business days of the incident occurring;
- 3.9 Return the Plant in a clean and good working condition, fuel and water filled and waste tanks emptied;
- 3.10 Replace the Plant if it is lost, stolen or damaged beyond repair;

The Hirer shall NOT:-

- 3.11 Tamper with, damage or repair the Plant;
- 3.12 Lose or part possession with the Plant;
- 3.13 Exceed the recommended or legal load or capacity limits of the Plant;
- 3.14 Exceed the recommended or legal speed limit of the Plant.

4. Termination

- 4.1 Notwithstanding any period of hire specified, this Agreement may be terminated by the Owner by giving notice to the Hirer of the termination;
- 4.2 If the Hirer commits any act of bankruptcy or being a company having a winding up petition presented against it or is wound up or is put into voluntary liquidation or administration or commits any breach of this Agreement, the Owner shall thereupon be entitled to terminate this Agreement without notice and take possession of the Plant;
- 4.3 The Hirer hereby irrevocably licences the Owner and its agent to enter land or premises of the Hirer or under the Hirer’s control where the Plant is located.

5. Indemnity

The Hirer does hereby indemnify and keep indemnified the Owner and the Owner’s servants and agents from all claims for damages, suit actions, claims and demands of every description whatsoever and however arising directly or indirectly from the use, maintenance, transport or operation of the Plant or otherwise and whether resulting from the negligence by the Owner, its servants or agent’s theft of the Plant or otherwise.

6. Exclusion of Liability

The Owner shall not be liable to the Hirer or the Hirer’s servants or agents for any damages, suits, actions, claims and demands of every description whatsoever and however arising directly or indirectly from representations, warranties, terms and conditions, express or implied (save and except any statutory conditions or warranties under State legislation or arising from the use, maintenance, transport or operation of the Plant and whether resulting from negligence of the Owner, its servants or agents or otherwise

8. Interest

Interest will be charged on any Invoice not paid in full within our trading terms at 15% per annum calculated daily.

9. Claim

No claim for adjustment will be recognised after fourteen (14) days from the date of this Agreement.

THE HIRER HEREBY ACKNOWLEDGES RECEIVING THE PLANT IN GOOD AND SAFE ORDER AND CONDITION

THE HIRER HEREBY AKNCOWLEDGES HAVING READ THE ABOVE CONDITIONS AND AGREES TO ABIDE BY THE TERMS.

This Hire Agreement is a claim for payment under the *Building and Construction Industry Security of Payment Act 1999* (NSW) and the *Building and Construction Industry Security of Payment Act 2002* (VIC).

Signed:

Name:

Position/Authority (where Hirer is a company):