



APPLICATION FOR COMMERCIAL CREDIT ACCOUNT

"The Supplier":

Break West Pty Ltd (ACN 065 374 361) ATF Break West Unit Trust T/A: Loadex Hire (WA) []

Loadex Hire Pty Ltd (ACN 131 233 835) ATF Loadex Hire (SA) Unit Trust T/A Loadex Hire (SA) []

Applicant Information

COMPANY [] PARTNERSHIP [] SOLE TRADER [] TRUSTEE COMPANY [] OTHER []

Registered Name of Company
Trustee: (must provide ACN below)
Trust:
Trading Name
A.C.N A.B.N.....
Nature of Business: Commencement Date of Business
Business Address Suburb State/Postcode
Postal Address Suburb State/Postcode
Phone Fax
Credit Limit Required

Accounts Information

Accounts Payable Contact Phone Fax
Email
Purchasing Contact Phone Fax
Email
Email for Invoices Email for Statements

Directors/Partners/Owner Information

(Please list all)

NAME PRIVATE ADDRESS PHONE
1
2
3
4

Have Directors/Owners Ever Been Registered Under Any Part Of The Bankruptcy Act? [] NO [] YES

Affiliated OR Parent Companies

Are Business Premises OWNED / LEASED / MORTGAGED?

Identification Check for Partners and Owners

Full Name Date of Birth

Address Phone

Driver's Licence Number Type Expiry



TRADE REFERENCES / CREDIT PROVIDERS

Please complete all details for references & please check if your supplier will give credit references before listing them.

BUSINESS NAME CONTACT PERSON PHONE EMAIL

- 1.
2.
3.
4.

The Applicant hereby applies for the granting of a credit facility with the Supplier nominated above. Each signatory below declares that:

- 1. all the information provided to the Supplier for the purposes of assessing the above Applicant's suitability for credit and hire of plant is true and correct in every particular;
2. the signatory is authorised to apply for credit on behalf of the above Applicant and to execute this agreement on behalf of the Applicant; and
3. the signatory has received a copy of, and has read and understood, the Supplier's Terms and Conditions.

In order for the Supplier to proceed with the dispatch of Equipment the Supplier requires the following:

- i) Returned, signed copy of this agreement
ii) Confirmed written purchase order.

Note to Supplier:

The following persons must sign this credit application on behalf of the Applicant:

For Companies: Where there is only one director for the company then that person must sign, where there are two or more directors for the company then two Directors or a Director and the Company Secretary must sign.

Sole Traders operating under their own name or under a business name: The individual.

Partnerships: All Partners of the Partnership.

Executed by the Applicant:

Please Note: We do not accept digital signatures. Please print & sign.

Signature Name (print) Position Date Signature Witness name (print) Date



DIRECTORS' PERSONAL GUARANTEE

IN CONSIDERATION of the party nominated in the details as the Supplier, and if more than one then both, ("the Supplier") agreeing to grant credit from time to time to the party referred to in the details as the Debtor ("the Debtor") **AND UPON** the Debtor agreeing to pay on demand all monies owed and due by it to the Supplier I/We, the party(ies) referred to in the details as the Guarantor(s) ("the Guarantor(s)") **HEREBY GUARANTEE** (jointly and severally where there is more than one Guarantor) the due performance by the Debtor of the whole of the obligations imposed upon the Debtor by any trade contracts, agreements or other trade arrangements with the Supplier **AND AGREE TO INDEMNIFY** the Supplier against all losses it sustains because of dealings the Supplier has with the Debtor including all legal costs, recovery costs and interest (as permitted by law) **AND AGREE** that this guarantee shall be continuing, unconditional and is enforceable immediately on demand upon default by the Debtor in discharging all or some of the said obligations or in paying all or some of the said monies **AND FURTHER AGREE** in respect of my/our **PERSONAL CREDIT INFORMATION** that the Supplier may give, receive and use such information about me/us according to law (including the provisions of the Privacy Act 1988 (Cth) and any applicable state or Territory laws) and in accordance with the privacy terms set out in clause 14 of the Supplier's terms and conditions, as if a reference in that clause to Hirer was a reference to the Guarantor. The Directors acknowledge receipt of a copy of the Debtor's application for commercial credit and the terms and conditions applying to that application for commercial credit. To secure performance of their obligations under this guarantee, including any obligation to pay the Supplier any amount of money, the Guarantors charge in favour of the Supplier (a) all of their estate and interest in any real property that the Guarantors own at present and in the future; and (b) all of their estate and interest in any personal property that the Guarantors own at present and in the future.

DETAILS

- A. "The Supplier"
 Break West Pty Ltd (ACN 065 374 361) ATF Break West Unit Trust T/A: Loadex Hire (WA)
 Loadex Hire Pty Ltd (ACN 131 233 835) ATF Loadex Hire (SA) Unit Trust T/A Loadex Hire (SA)
- B. "The Debtor"
- C. "The Guarantor(s):"

GUARANTOR 1

Signature		Signature	
Name (print)		Witness name (print)	
Position		Date	
Date			

GUARANTOR 2

Signature		Signature	
Name (print)		Witness name (print)	
Position		Date	
Date			

GUARANTOR 3

Signature		Signature	
Name (print)		Witness name (print)	
Position		Date	
Date			

TERMS AND CONDITIONS

1. DEFINITIONS

agreement means these terms and conditions and includes any Application and Schedule.

Application means the application for commercial credit supplied by the Hirer to the Supplier, if any.

Equipment means Equipment supplied by the Supplier to the Hirer, including all Equipment set out or identified in the Schedule, order, Invoice and any other document provided to the Hirer by the Supplier.

Hire Charges means the charges for the hire of Equipment and/or supply of Services by the Supplier payable by the Hirer pursuant to clause 4a).

Hire Period means the period determined pursuant to clause 3.

Insolvency Event means: (a) the Hirer is insolvent, has a receiver, manager, administrator, liquidator or controller appointed over it or its assets or makes composition with its creditors; (b) commits an act of bankruptcy or insolvency, liquidation, administration or appointment of any of the persons referred to in clause (a); (c) is the subject of an application for winding up, deregistration or administration; (d) calls a meeting of its creditors; (e) passes a resolution for its winding up, deregistration or administration; (f) has judgment entered against it in any cause in an amount in excess of \$20,000; or (g) compromises with its creditors.

Invoice means a tax invoice issued to the Hirer by the Supplier.

Order means a purchase order placed or communicated with or to the Supplier by the Hirer.

Schedule means the document named Hire Schedule provided by the Supplier to the Hirer.

Services means services supplied by the Supplier to the Hirer, as set out in the Schedule or otherwise agreed between the parties.

Site means the premises of the Hirer where the Equipment will be used, as set out in the Schedule.

Supplier means Break West Pty Ltd ATF. Break West Unit Trust trading as Loadex Hire (WA) and Loadex Hire Pty Ltd ATF Loadex Hire (SA) Unit Trust trading as Loadex Hire (SA), as nominated in the Application and Schedule.

2. APPLICATION OF TERMS AND CONDITIONS

- These terms and conditions will apply to the supply of all Equipment and Services by the Supplier to the Hirer, even if a Schedule is not exchanged.
- No documentation, correspondence or statement other than these conditions will form part of the agreement unless otherwise agreed in writing by the Supplier (including any terms or conditions stated on any Order).
- Any offer made by a person to whom Equipment or Services are supplied will not be binding on the Supplier unless accepted by the Supplier in writing.
- The Hirer warrants that the information comprised in the Application and Schedule is true accurate and correct and, in the case of the Application, is supplied for the purpose of obtaining commercial credit.
- The Hirer warrants that the persons' signatures appearing on this agreement are duly authorised by the Hirer to execute this agreement on behalf of the Hirer.
- The Hirer agrees to adhere to the terms and conditions of this agreement.

3. HIRE PERIOD

- The Hire Period commences at the time the Equipment leaves the Supplier's premises (whether on collection by the Supplier or by the Supplier for delivery to the Hirer) to the time that the Equipment is returned to the Supplier's premises.
- The minimum Hire Period is 1 day. If the Hirer returns the Equipment prior to the end of the minimum hire period, the Hirer is required to pay Hire Charges for the entire minimum hire period.

4. HIRE CHARGES

- The Hirer must pay the Supplier:
 - for the hire of the Equipment at the hire charge; and
 - for Services supplied by the Hirer, at the services charge; set out in the Schedule or otherwise as agreed between the parties;
- All prices quoted are ex the Supplier's depot and all transport costs to and from the Supplier's depot are payable by the Hirer.
- Hire Charges are based on 8 hours days working 5 days a week and will be charged accordingly unless otherwise agreed upon by the Supplier at the sole discretion of the Supplier.
- Stand down periods and rates for Equipment are applied at the sole discretion of the Supplier for all applications made by the Hirer.
- The Hire Charges do not include any taxes and charges which may be assessed by any government or any government authority in respect of the hire, possession, use or operation of the Equipment or supply of Services.
- All Equipment with a fuel tank is supplied with a full tank of fuel.

5. OTHER CHARGES

In addition to the Hire Charges, and unless shown as the responsibility of the Supplier in the Schedule, the Hirer must also pay:

- any fuel tank top-up required on return of the Equipment;
- if, at the request of the Hirer, the Supplier agrees to transport the Equipment to or from the Suppliers premises or to position, install, establish or operate the Equipment the Hirer, such fees for the provision of these Services as may be agreed between the Supplier and the Hirer or, failing agreement, a fee being the cost of provision plus a margin of 10%;
- if the Hirer does not return the Equipment to the Suppliers premises thoroughly cleaned, a fee equal to the reasonable cost to the Supplier of cleaning the Equipment plus a margin of 10%, which is estimated (but not guaranteed) to be \$60 per hour plus GST.
- any taxes or duties, including GST, arising out of or in connection with this Agreement;
- any applicable levies, fines, penalties and other government charges arising out of the Hirer's use of the Equipment;
- if the Hirer does not supply an insurance certificate of currency prior to the commencement of the Hire Period to evidence that the Hirer has insurance in respect of the Equipment, an insurance excess reduction fee equal to 12% of the Hire Charges; and
- an additional cleaning fee of \$250 plus GST if smoking is detected in the cabin of any Equipment.

6. PAYMENT

- Unless credit has been approved by the Supplier all Invoices are due and payable on the date the Equipment leaves the Supplier's premises.
- If credit has been approved all Invoices are due and payable within 30 days from the date of Invoice.
- Hire Charges must be paid by cheque, credit card or direct to the Supplier's bank account, as nominated by the Supplier from time to time.
- Where credit has been approved and payment in full is not received by the Supplier within 30 days from the date of Invoice ('the interest date') the Hirer must pay:
 - interest to the Supplier on the moneys outstanding from the interest date to the date payment is received by the Hirer, calculated daily at the rate of 9% per annum; and
 - any reasonable costs and expenses (including any commission payable to any commercial or mercantile agents and all reasonable legal costs on a full indemnity basis) incurred by the Supplier in recovering any unpaid amounts under this agreement.
- Any approval given by the Supplier for credit may be withdrawn by the Supplier at any time.
- If the Hirer fails to comply with any of the terms of this Agreement or suffers an Insolvency Event all liabilities incurred by the Hirer will on demand by the Supplier become immediately due and payable to the Supplier.

7. TITLE, RISK AND ACCESS TO SITE

- If the Supplier has not, at the request of the Hirer, agreed to transport the Equipment to or from the Hirer, the Hirer is responsible for loading of Equipment.
- Property in the Equipment at all times remains with the Supplier. The Hirer is bailee only of the Equipment.
- The Hirer must not without the prior written consent of the Supplier remove the Equipment from the Site.
- If the Supplier has agreed to arrange delivery of the Equipment:
 - to the Site, risk in the Equipment passes to the Hirer when the Equipment has been unloaded at the Site; and
 - from the Site to the Supplier's premises, risk in the Equipment passes to the Supplier when loading of the Equipment commences at the Site.

- If the Supplier has not agreed to arrange delivery of the Equipment:
 - to the Site, risk in the Equipment passes to the Hirer when loading of the Equipment commences at the Supplier's premises; and
 - from the Site, risk in the Equipment passes to the Supplier when the Equipment has been unloaded at the Supplier's premises.
- Equipment in the Hirer's possession must be clearly identifiable as the property of the Supplier.
- If the Hirer fails to pay any amount due to the Supplier by the date for payment, the Supplier may retake possession of Equipment. All costs of such repossession of Equipment by the Supplier will be payable by the Hirer. Such rights will be without prejudice to the Supplier's right to claim damages from the Hirer for breach of contract.
- The Hirer irrevocably authorises the Supplier and its servants and agents to enter upon the Hirer's premises without notice at any reasonable time, for the purposes of examination or recovery of Equipment.

8. CARE AND USE OF THE EQUIPMENT

The Hirer must:

- unless otherwise agreed in writing properly maintain and care for the Equipment at its own expense and keep it in good order and repair;
- properly use and operate the Equipment at not exceeding its rated capacity;
- use and operate the Equipment in a lawful manner;
- immediately report to the Supplier in writing any damage to the Equipment;
- ensure that the Equipment is stored in a manner that is safe and secure and out of the elements;
- ensure that the Equipment is thoroughly cleaned prior to its return to the Suppliers premises;
- comply with any relevant legislation, orders, bylaws or directions applicable to the possession, use or operation of the Equipment by the Hirer;
- not allow the Equipment to be used or operated by any person unless that person holds all the necessary certificates, permits, licences and other lawfully prescribed qualifications in the respect of the use and operation of the Equipment;
- ensure that the operator is fully conversant with the Equipment has the required licenses and is aware of safe operating practices and requirements;
- if the Schedule states that it is the responsibility of the Hirer, effect and maintain insurance cover in respect of the Equipment with a reputable insurer for its full insurable value, which insurance must note the interest of the Supplier as the owner of the Equipment;
- not smoke or permit any person to smoke in the cabin of the Equipment; and
- not sell or offer for sale, assign, charge, mortgage, pledge, sublet, lend, hire or otherwise part with the possession of the Equipment or any part of it or with any interest in it nor create any lien over the Equipment for repairs or otherwise.

9. DAMAGE TO THE EQUIPMENT, REPAIR AND SERVICES

- Any claim for non-delivery, shortage in supply of or damage occurring to the Equipment during the course of delivery or any claim for rejects by the Hirer must be notified to the Supplier (and in writing if requested) within 24 hours of delivery.
- The Hirer is responsible for any loss of or damage to the Equipment during the Hire Period caused by a breach of this agreement by the Hirer or by negligence of the Hirer or anyone the Hirer is responsible for, including its servants, agents or employees, except to the extent the loss or damage was caused or contributed to by the Supplier.
- Repair costs for Equipment arising from accidental damage and damage caused by abuse, or excessive wear and tear will be charged to the Hirer. Ground engaging tool wear is the responsibility of the Hirer.
- Without limiting any other clause of this agreement, if the Hirer is responsible for loss or damage to the Equipment pursuant to clause 9b), the Hirer must continue to pay to the Supplier Hire Charges until the lost or damaged Equipment is repaired or replaced. The Hirer agrees that this represents a fair and genuine estimate of the loss that the Supplier will incur in connection with the lost or damaged Equipment. The Supplier will use reasonable efforts to repair or replace the Equipment in a timely manner.
- If the Supplier makes a claim on its insurance in relation to any damage the Hirer is responsible for, the Hirer must pay to the Supplier any excess payable by the Supplier in connection with its insurance claim. This clause does not apply if the Hirer has paid an insurance excess reduction fee pursuant to clause 5(f).

10. INDEMNITY AND SECURITY

- The Hirer indemnifies the Supplier against any claims, demands, suits, actions, proceedings, costs, expenses, loss or damages arising from or in any way connected with breach by the Hirer of this agreement or any negligent act or omission of the Hirer or anyone the Hirer is responsible for in connection with the use, operation, maintenance, repair, or storage of the Equipment including injury or death of persons, damage to property and economical loss including loss of profit, loss of market and loss of contract. The Hirer's liability under this indemnity reduces proportionately to the extent the claims, demands, suits, actions, proceedings, costs, expenses, loss or damages were caused or contributed to by a breach of this agreement by the Supplier or any negligent act or omission of the Supplier or anyone the Supplier is responsible for. This indemnity survives termination of this agreement.
- The Hirer charges in favour of the Supplier all of its estate and interest in any real property that the Hirer owns at present and in the future and in all present and after acquired personal property of the Hirer with the amount of its indebtedness under this agreement and the performance of its obligations pursuant to this agreement until discharged.

11. BREACH AND TERMINATION

- The Supplier may terminate this agreement without notice:
 - if the Hirer, is in breach of a term of this agreement and fails to remedy the breach within 2 days of receipt of notice in writing by the Supplier specifying the breach and requesting the Hirer to remedy it or
 - to the extent permitted by law, if the Hirer suffers an Insolvency Event.
- The Hirer may terminate this agreement without notice:
 - if the Supplier, is in breach of a term of this agreement and fails to remedy the breach within 2 days of receipt of notice in writing by the Hirer specifying the breach and requesting the Supplier to remedy it or
 - to the extent permitted by law, if the Supplier suffers an Insolvency Event.
- Termination of this agreement pursuant to this clause is without prejudice to the rights of the parties accruing up to the date of termination.
- Notwithstanding any other provision of this agreement if the Hirer breaches this agreement the Supplier will not be bound to perform its obligations under this agreement until the breach is remedied by the Hirer.

12. LIMITATION OF LIABILITY

- Except or as otherwise provided in this agreement, to the extent permitted by law the Supplier excludes all advice, statements, representation, warranties, conditions, promises, undertakings, covenants and other provisions, express or implied (and whether implied by law including Act of Parliament or otherwise) relating to or in any way connected to the hire, possession, use or operation of the Equipment or the supply of the Services, being provisions which might otherwise form part of this agreement or be collateral or form part of any agreement that is collateral to this agreement.
- Without limiting the generality of clause 12(a) the Hirer acknowledges that the Hirer has satisfied itself by examination or otherwise as to the condition of the Equipment and its quality and fitness for the purpose of the hire and that the Hirer does not rely on the skill or judgement of, or any representations or other statements made by the Supplier in respect of the Equipment or its performance.
- Nothing in this agreement will be read or applied so as to purport to exclude, restrict or modify or have the effect of excluding, restricting or modifying the application in relation to the supply of any goods pursuant to this agreement of all or any of the provisions of the *Competition and Consumer Act 2010* or any relevant State or Federal Legislation which by law cannot be excluded, restricted or

TERMS AND CONDITIONS

- modified. The Australian Consumer Law Schedule of the *Competition and Consumer Act 2010* (Cth) provides consumer rights and remedies that may not be contracted out of, in part or wholly. Where consumer rights and remedies provided for by the *Competition and Consumer Act 2010* apply to the provision of goods by the Supplier to the Hirer and cannot be contracted out of, they apply and override any inconsistent provisions in this agreement but only to the extent of the inconsistency.
- d) Subject to the Hirer's rights at law, in relation to:
- the supply of goods, (including the hire of Equipment) the Supplier's liability is limited (as elected by the Supplier) to replacing the goods or supplying similar goods or repairing the goods or providing the cost for replacing the goods or for acquiring equivalent goods or providing the cost for having the goods repaired; and
 - the supply of services, the Supplier's liability is limited (as elected by the Supplier) to supplying the service again or providing for the cost of having the services supplied again.
- e) The Supplier will not be liable for any claim made by the Hirer in respect of any arising out of or in any way connected with this agreement unless the claim is notified to the Supplier within 60 days of the occurrence of the events or circumstances on which the claim is based.
- f) The Supplier is not under any circumstances liable to the Hirer in respect of any indirect, consequential or special losses (including loss of profit, loss of opportunity or payment of liquidated sums or damages under any other agreement).
- 13. PPSA**
- a) This clause applies to the extent that this agreement provides for a 'Security Interest' in the Equipment for the purposes of the Personal Property Securities Act 2009 (Cth) ("PPS Law).
- b) References to PPS Law in this agreement include references to amended, replacement and successor provisions.
- c) The Supplier may register its security interest as a PMSI. The Hirer must do anything (such as obtaining consents and signing documents) which the Supplier requires for the purposes of:
- ensuring that the Supplier's security interest is enforceable, perfected and otherwise effective under the PPS Law;
 - enabling the Supplier to gain first priority (or any other priority agreed to be the Supplier in writing) for its security interest; and
 - enabling the Supplier to exercise rights in connection with the security interest.
- d) The Supplier may recover from the Hirer the cost of doing anything under this clause, including registration fees.
- e) The rights of the Supplier under this agreement are in addition to and not in substitution for the Supplier's rights under other law (including PPS Law) and the Supplier may choose whether to exercise rights under this agreement, and/or under other law, as it sees fit.
- f) To the extent that Chapter 4 of the PPS applies to the security interest under this agreement, the following provisions of the PPS Law do not apply and, for the purposes of section 115 of the PPS Law are "contracted out" of this agreement in respect of all goods to which that section can be applied:
- section 95 (notice of removal of accession to the extent it requires the Supplier to give notice to the Hirer);
 - section 96 (retention of accession); section 121(4) (notice to grantor);
 - section 125 (obligations to dispose of or retain collateral);
 - section 130 (notice of disposal to the extent it requires the Supplier to give notice to the Hirer);
 - section 129(2) and 129(3);
 - section 132(3)(d) (contents of statement of account after disposal);
 - section 132(4) (statement of account if no disposal);
 - section 135 (notice of retention);
 - section 142 (redemption of collateral); and
 - section 143 (reinstatement of security agreement).
- g) The following provisions of the PPS Law confer rights on the Supplier:
- section 123 (seizing collateral);
 - section 126 (apparent possession);
 - section 128 (secured party may dispose of collateral);
 - section 129 (disposal by purchase); and
 - section 134(1) (retention of collateral).
- h) The Hirer agrees that in addition to those rights, the Supplier will, if there is default by the Hirer, have the right to seize, purchase, take possession or apparent possession, retain, deal with or dispose of any Equipment, not only under those sections but also, as additional and independent rights, under this document and the Hirer agrees that the Supplier may do so in any manner it sees fit, including (in respect of dealing and disposal) by private or public sale, lease or licence.
- i) The Hirer waives its rights to receive a verification statement in relation to registration events in respect of commercial property under section 157 of the PPS Law.
- j) The Supplier and the Hirer agree not to disclose information of the kind that can be requested under section 275(1) of the PPS Law. The Hirer must do everything necessary on its part to ensure that section 275(6)(a) of the PPS Law continues to apply. The agreement in this subclause is made solely for the purposes of allowing the Supplier the benefit of section 275(6)(a) and the Supplier will not be liable to pay damages or any other compensation or be subject to injunction if the Supplier breaches this subclause.
- m) The Hirer must not create, purport to create or permit to be created any 'security interest' (as defined in PPS Law) in the Equipment other than with the express written consent of the Supplier.
- ensure that any security interest arising under or in respect of the sub-hire is enforceable, perfected and otherwise effective under the PPS Law;
 - enabling the Hirer to gain (subject always to the rights of the Supplier) first priority (or any other priority agreed to by the Supplier in writing) for the security interest; and
 - enabling the Supplier and Hirer to exercise their respective rights in connection with the security interest.
- n) The Supplier may recover from the Hirer the cost of doing anything under this clause, including registration fees.
- 14. PRIVACY**
- a) The Hirer acknowledges that when they apply for credit, the Supplier may collect credit-related personal information from the Hirer ("personal credit information"). Personal credit 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 Supplier to the Hirer, overdue amounts and recovery action taken.
- b) If the Hirer does not provide the information requested in the Application, the Supplier may be unable to process the Application and/or provide credit to the Hirer.
- c) The Supplier agrees that, in dealing with information disclosed to it by the Hirer, the Supplier will act in accordance with the National Privacy Principles and with the Privacy Act 1988 to the extent they apply to the Supplier.
- d) The Hirer authorises the Supplier to obtain any information about the Hirer's consumer or commercial credit or business history, commercial activities or commercial credit worthiness from the Hirer's bank, any trade referee named in the Application and any other credit reporting agency or business which provides information about the commercial creditworthiness of a person or entity in relation to credit provided by the Supplier.
- e) The Hirer agrees that the Supplier may exchange information about the Hirer with those credit providers either named as trade referees by the Hirer or named in a consumer credit report issued by a credit reporting agency for the following purposes:
- to assess an application by the Hirer; and/or
 - to notify other credit providers of a default by the Hirer; and/or
 - to exchange information with other credit providers as to the status of this credit account, where the Hirer is in default with other credit providers; and/or
 - to assess the creditworthiness of the Hirer.
- f) The Hirer understands that the information exchanged can include anything about the Hirer's creditworthiness, credit standing, credit history or credit capacity that credit providers are allowed to exchange under the *Privacy Act 1988* (Cth).
- g) The Hirer consents to the Supplier being given a consumer credit report to collect overdue payment on commercial credit.
- h) The Hirer agrees that personal credit information provided may be used and retained by the Supplier for the following purposes (and for other purposes as may be agreed between the Hirer and owner or required by law from time to time):
- the provision of goods and/or services; and/or
 - the marketing of goods and/or services by the Supplier, its agents or distributors; and/or
 - analysing, verifying and/or checking the Hirer's credit, payment and/or status in relation to the provision of goods and/or services; and/or
 - processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Hirer; and/or
 - to enable the daily operation of Hirer's account and/or the collection of amounts outstanding in the Hirer's account in relation to the goods and/or services.
- i) The Supplier may give information about the Hirer to a credit reporting agency for the following purposes:
- to obtain a consumer credit report about the Hirer;
 - to allow the credit reporting agency to create or maintain a credit information file containing information about the Hirer.
- j) The information given to the credit reporting agency may include:
- personal particulars (the Hirer's name, sex, address, previous addresses, date of birth, name of employer and driver's licence number);
 - details concerning the Hirer's application for credit or commercial credit and the amount requested;
 - advice that the Supplier is a current credit provider to the Hirer;
 - advice of any overdue accounts, loan repayments, and/or any outstanding monies owing which are overdue by more than sixty (60) days, and for which debt collection action has been started;
 - that the Hirer's overdue accounts, loan repayments and/or any outstanding monies are no longer overdue in respect of any default that has been listed;
 - information that, in the opinion of the Supplier, the Hirer has committed a serious credit infringement (that is, fraudulently or shown an intention not to comply with the Hirer's credit obligations);
 - advice that cheques drawn by the Hirer for one hundred dollars (\$100) or more, have been dishonoured more than once;
 - advice that credit provided to the Hirer by the Supplier has been paid or otherwise discharged.
- k) The Hirer may request personal credit information about themselves from the Supplier.
- l) If the Hirer believes that any personal credit information is incorrect or incomplete, the Applicant may request the Supplier to correct the information.
- m) If the Hirer has any complaint about the Supplier's personal credit information policy, the handling of personal credit information by the Supplier or a breach of the Australian Privacy Principles, the Applicant may make a complaint to the Supplier.
- n) Further information on how the Applicant may request the Supplier to correct information, or make a complaint to the Supplier, and how the Supplier will deal with these matters is set out in the Supplier's privacy policy.
- o) The Hirer may request credit reporting bodies to whom the Supplier provides the Hirer's personal credit 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 Hirer believes on reasonable grounds that he or she has been, or is likely to be a victim of fraud.
- p) The Supplier is not likely to disclose information about the Applicant to overseas recipients.
- q) The Hirer may obtain a copy of the Supplier's policy in relation to the management of personal credit information from the Supplier's website at www.loadex.com.au or by request to the Supplier.
- 15. TRUSTEE CAPACITY**
- If the Hirer is the trustee of a trust (whether disclosed to the Supplier or not), the Hirer warrants to the Supplier that:
- the Hirer enters into this agreement in both its capacity as trustee and in its personal capacity;
 - the Hirer has the right to be indemnified out of the trust assets;
 - the Hirer has the power under the trust deed to sign this agreement; and
 - the Hirer will not retire as trustee of the trust or appoint any new or additional trustee without advising the Supplier; and
 - the Hirer will give the Supplier a copy of the trust deed upon request.
- 16. LAW**
- This agreement is governed by the law of the Australian State or Territory in which the premises from which the Supplier supplies the goods is located and the parties agree to submit to the jurisdiction of the courts of that State or Territory and any courts having appellate jurisdiction from them.
- 17. NOTICE**
- Any notice or Invoice to be sent by a party pursuant to these conditions must be delivered to the other party personally or sent to the address of the Hirer specified in the Schedule by pre-paid post or email.
 - If the notice or Invoice is sent by prepaid ordinary post it will be deemed to have been received by the Hirer on the date that is 3 business days after the day of posting. If the notice is sent by email it will be deemed to have been received on the next business day after it is sent unless the sender receives an automated message generated by the sender's server that the email has not been delivered.
- 18. GENERAL**
- Where a party comprises two or more persons, then unless expressly stated otherwise (a) the covenants and obligations by or on behalf of that party binds those two or more persons jointly and each of them severally; and (b) the benefit of any covenant or obligation in favour of that party accrues to and may be enforced by any one or more of those persons.
 - Any waiver by the Supplier of strict compliance with this agreement will not be deemed a waiver unless it is in writing and signed by an authorised officer of the Supplier.
 - If any term of this agreement is or becomes for any reason wholly or partly invalid that term or condition will to the extent of the invalidity be severed without prejudice to the continuing force and validity of the remaining conditions.
 - If the Hirer is a corporation (with the exception of a public listed company), it must advise the Supplier of any alteration to its corporate structure (for example, by changing directors, shareholders, or its constitution). In the case of a change of directors or shareholders the Supplier may ask for new guarantors to sign a guarantee and indemnity.
 - The Hirer must pay its own costs of entry into this agreement.
 - The Hirer must not assign its interest in this agreement without the Supplier's prior consent. The Supplier may assign its interest in this agreement by notice to the Hirer.
 - The Hirer acknowledges that and agrees that payments by the Hirer will be applied by the Supplier as follows:
 - Firstly, in payment of any and all collection and repossession costs and legal costs in accordance with this agreement.
 - Secondly, in payment of any interest incurred in accordance with clause 6d)
 - Thirdly, in payment of the outstanding Invoice(s).