

## Account Application

This application will only be considered if all items are completed or marked 'Not Applicable'.

### Customer's Details

*Enter the details of the Customer's business*

<b>Business Type:</b>		<input type="checkbox"/> Company	<input type="checkbox"/> Sole Trader	<input type="checkbox"/> Partnership	<input type="checkbox"/> Trust
<b>Customer Legal Name:</b>					
<b>Business Name:</b>					
<b>Trust Name (if any):</b>					
<b>ACN (if any):</b>			<b>ABN:</b>		
<b>Business Address:</b>					
<b>Postal Address:</b>					
<b>Phone No.:</b>			<b>Fax:</b>		
<b>Email Address:</b>					
<b>Years in Business:</b>			<b>Nature of Business:</b>		
<b>Revenue for last financial year</b>			<b>Expected revenue for this financial year</b>		
<b>Contracting/Building Licence No.:</b>					
<b>Details of Accountant:</b>			<b>Phone No.:</b>		
<b>Name of Bank:</b>					
<b>BSB:</b>			<b>Account No.:</b>		

### Details of Requested Credit & Accounts Information

*Enter the details of the credit the Customer is requesting and the Customer's accounts staff*

<b>Credit Requested:</b>	\$                      per month	
<b><u>Accounts Department Details</u></b>		
Name:	Phone:	Email:
Name:	Phone:	Email:
Name:	Phone:	Email:

**Trade References**

Enter the details of trade references (which must include two major suppliers) for us to contact

Name	Phone	Email	Years Supplying	Annual Spend

**Officer and Principal Details**

Enter the details of the officers and principals of the Customer's business (e.g. directors, partners) and have each person sign, noting these persons are required to guarantee the Customer's obligations in accordance with the attached short-form guarantee and the Terms and Conditions.

<b>Officer/ Principal</b>	<b>Name:</b>
	Residential Address:
	Email:
	DOB: Phone:
	<u>Driver's Licence Details.:</u>
	Licence No.: Date: State:
	Signature:
<b>Officer/ Principal</b>	<b>Name:</b>
	Residential Address:
	Email:
	DOB: Phone:
	<u>Driver's Licence Details.:</u>
	Licence No.: Date: State:
	Signature:
<b>Officer/ Principal</b>	<b>Name:</b>
	Residential Address:
	Email:
	DOB: Phone:
	<u>Driver's Licence Details.:</u>
	Licence No.: Date: State:
	Signature:

**Acknowledgement and execution**

*If the Customer is a company (including as trustee of a trust), this document must be signed by two directors or a director and secretary of the company. If the Customer is a partnership, at least two partners must sign.*

By providing LED Light Rentals and Sales Pty Ltd ABN 31 600 746 503 (**Supplier**) with this Account Application, the Customer named above and any person who signs this Account Application on behalf of the Customer (including any principals and officers listed above) agrees, declares and acknowledges that:

- (a) capitalised expressions used in this Account Application have the meanings given to them in the Supplier's Terms and Conditions (**Terms and Conditions**) in place from time to time, which are currently available at [www.sitelightrentals.com.au](http://www.sitelightrentals.com.au) or otherwise on request;
- (b) this Account Application is a material part of the Agreement (as defined in the Terms and Conditions) and the Customer and each officer and principal named in this Account Application (each a **Principal**) has read, understood and agreed to be bound by the Terms and Conditions in respect of all supplies of Equipment (whether on a hire basis, sale basis or otherwise) by the Supplier from time to time;
- (c) any requested credit terms in this Account Application are not binding on the Supplier and the Supplier will have the discretion to offer credit terms from time to time in accordance with the Terms and Conditions;
- (d) if the Customer is a body corporate, the provision of any credit terms to the Customer is subject to and conditional the Customer's officers and the Principals guaranteeing the performance of all of the Customer's obligations and (on the terms of the attached short-form guarantee and the Agreement) and each such officer and principal will be deemed to be a 'Guarantor' for the purposes of the Agreement;
- (e) we may conduct credit checks of the Customer's and each Principal in accordance with the Supplier's Terms and Conditions and policies;
- (f) each person signing this Account Application has authority to bind the Customer in respect of all dealings with the Supplier from time to time; and
- (g) the information set out in this Account Application is true and correct and the Supplier will be relying upon the information provided in assessing whether to supply Equipment.

Executed by or on behalf of the Customer:

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

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

Witnessed by: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

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

Witnessed by: \_\_\_\_\_

Date: \_\_\_\_\_

Please submit this Account Application along with the following documents to

[chris@ledlightgroup.com.au](mailto:chris@ledlightgroup.com.au) :

☐ Trust Deed (if Customer a trustee)   ☐ Current financials   ☐ Driver's licence for all Principals

**T:** 1300 748 354 **M:** 0412 677 817 **E:** [chris@ledlightgroup.com.au](mailto:chris@ledlightgroup.com.au) **W:** [www.sitelightrentals.com.au](http://www.sitelightrentals.com.au)

"See More, Achieve More"

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## Short-Form Guarantee

### 1. Definitions

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In this document and unless the context otherwise requires, terms defined in the Supplier's Terms and Conditions (as defined in the 'Account Application' provided with this document) and the Long-Form Guarantee have the same meaning when used in this document. Long-Form Guarantee' means the Supplier's long-form deed of guarantee and indemnity available at [www.sitelightrentals.com.au](http://www.sitelightrentals.com.au) or otherwise on request, as amended from time to time. Each Guarantor acknowledges that they have read and understood the Long-Form Guarantee.

### 2. Guarantee and indemnity

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The Guarantor (including any principal and officer of the customer named in any Account Application) unconditionally and irrevocably guarantees to LED Light Rentals and Sales Pty Ltd ABN 31 600 746 503 (**Supplier**), and indemnifies the Supplier in respect of any Liabilities, Costs, expenses and claims in any suffered or incurred in connection with any failure of, the due and punctual performance of the obligations of the Customer (including the Customer's Obligations) owed to the Supplier from time to time, including the due and punctual payment of all monies and discharge of all Liabilities and Costs owed to the Supplier. The Guarantor acknowledges receiving good consideration for this guarantee, including the Supplier providing any Equipment to the Customer pursuant to any Equipment Sale or Equipment Hire (which the Supplier would not have done but for this guarantee).

To the extent permitted by law, no act or thing will reduce, release or discharge the Guarantor's obligations under this document, which are continuing, irrevocable, and unconditional until a final discharge has been given to the Guarantor by an authorised agent of the Supplier.

This guarantee will be enforceable against the Guarantor despite any action which may be taken by the Supplier against the Customer. The Guarantor's obligations are continuing and will not be avoided or affected by any time or indulgence given by the Supplier to the Customer or any other guarantor. Any claim which the Supplier may have against the Customer will take priority over any competing rights of the Guarantor.

### 3. Security

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To secure performance of the Guarantor's obligations and the Customer's Obligations to the Supplier from time to time, the Guarantor grants to the Supplier a first ranking fixed charge and a security interest (within the meaning of that term in the PPSA) over all present and after acquired Personal Property and a fixed charge over present and after acquired Other Property (together the **Collateral**).

The security granted pursuant to the preceding paragraph will extend to any Collateral held by the Guarantor on trust (including the Guarantor's right of indemnity against the trust property and beneficiaries of the trust), continues and attaches to the proceeds notwithstanding any unauthorised disposal or dealing with the Collateral and will not be prejudiced in any way. If any of the Customer's Obligations or the Guarantor's obligations are not satisfied in full, the Guarantor breaches its obligations owed to the Supplier or the security otherwise becomes enforceable, then the Supplier may exercise any powers in respect of the Collateral that the absolute owner would otherwise be capable of doing at law (including any powers granted to the Supplier under the Terms and Conditions or the Long-Form Guarantee).

### 4. General provisions

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All provisions in the Terms and Conditions under the heading 'MISCELLANEOUS' will apply to the guarantee provided for in this document as if they were set out in full herein, with such provisions applying with such changes as are necessary to give effect to these provisions.