



Head office Shed 2 No 31 Premier Cct. Warana Qld 4575 Ph.(07)54378111 Fax.(07)54378511 ABN: 33 958 035 062	600 Bli Bli Rd. Nambour Qld 4560 Ph.(07)54411211 Fax.(07)54413691 ABN: 67 010 861 702	100 Sugar Rd. Maroochydore Qld 4558 Ph.(07)54435900 Fax.(07)54439541 ABN: 20 469 916 825
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CREDIT APPLICATION

Full Trading Business Name:		
Telephone:	Fax:	Drivers license Number:
Email:		
Registered Office Address: (not a P.O. box)		
City:	State:	Post Code:
Business Address:		
City:	State:	Post Code:
Postal Address:		
City:	State:	Post Code:
We are a: Sole Trader / Trustee / Proprietary / Company / Partnership / Nominee / Other Entity		
Nature of Business:		
Australian Business Number:		
Date Incorporated Established:		Monthly Credit Request:

DETAILS OF OWNERS, PARTNERS, DIRECTORS

<u>Full Name</u>	<u>Private Address</u>	<u>Telephone</u>	<u>Mobile</u>
1.			
2.			
3.			

Manager:	Company Secretary:
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CREDIT REFERENCE

1.
2.

In consideration of you having agreed to supply goods, wares and merchandise and of credit and accommodation given to the above named account customer the Guarantor hereby jointly and severally guarantee to you payment on demand of all monies which are or shall become due to you by the account customer. This guarantee shall be a continuing guarantee and shall not be effected by your giving time or any other indulgence to the customer nor shall any of your rights to sue the customer be effected hereby. The Guarantors reserve the right to notice in writing to you to revoke this guarantee at any time.

Such revocation shall be effective only upon its written acknowledgment by the credit provider and shall hereafter operate to discharge the Guarantors from liability as to future dealings only by the account customer after the date of such written acknowledgment. Hire agreements in force at the time of revocation of the guarantee shall continue to be subject of the original guarantee arrangements until their termination by return of the subject equipment or by specific release of the guarantors of their guarantee obligations by credit provider.

ALL GUARENTORS LISTED ABOVE MUST SIGN

1.
2.
3.

Dated this	Day of	20
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HIRE CONTRACT AND RENTAL AGREEMENT

These are the Terms and Conditions of the Agreement made on the "Hire Comm" date shown on the face hereof between JC HIRE SERVICE hereafter called "the Owner" and the Hirer whose name appears on the face hereof in respect to the Hire or Rental of the goods, plant or equipment described hereon and hereafter called "the plant".

THE OWNER AGREES TO:

1. Provide the plant described on the face hereof to the Hirer.
2. Be responsible for all repairs and replacements required to the plant due to all wear and tear.
3. Suspend hiring charges on a pro rata basis if the Hirer notifies the Owner or returns the plant immediately a malfunction or breakdown occurs unless this condition is due to any act of negligence or misuse by the Hirer or the Hirer's servants, agents or subcontractors.
4. Deliver or collect the equipment to the kerbside on a designated Main or Council road provided that the Hirer shall make the plant or equipment available for pickup at the kerbside of the pickup point, otherwise the Hirer charges shall continue until such availability has been provided by the Hirer.
5. Notwithstanding any period of hire mentioned on the face hereof, the Owner may terminate this agreement without notice and without assigning any reason thereto.

THE HIRER AGREES TO:

6. Pay the Owner Hire charges at the Rates shown hereon and for the periods of time shown hereon from the time the plant leaves the Owner's premises until returned thereto and as further set out hereunder. Such hire charges shall be calculated on the following basis.
 - (a) For the 4 hour rate to apply the plant must be returned within 4 hours or the 8 hours rate shall apply. For the 8 hours rate to apply the plant must be returned within 8 hours or the 24 hours rate shall apply. For plant retained over 24 hours the daily rate shall apply to the nearest half day upwards.
 - (b) For pickup after 4 p.m. and return by 8 a.m. 8 hour rates will apply, otherwise the 24 hour charge shall apply.
 - (c) The minimum Hire charge is as set out in the Owner's "Hireshop Book" from time to time for each item except that on all delivered items a minimum 24 hour rate shall apply.
 - (d) To pay the charge shown on every day of the year unless the Hirer advises the owner prior to any nonuse period that the plant will not be used and has obtained an "Off Hire" number.
 - (e) Hire Rates do not include the cost of fuels, detergent, abrasives, cutting and grinding wheels, cartridges, nails and the like. These items may be purchased at the time of hire.
 - (f) To pay the hire charges on a continuing basis in the event of the Owner's plant being impounded due to any strikes, lockouts, blackbans or the like until such time as the plant is released.
7. To pay the quoted rates for delivery and pick up service if required, damage waiver at the rate of 8% and GST of 10% on this agreement.
8. To pay any additional charges for rigging, assembling, installing, erecting or dismantling the plant.
9. To contact the Owner if return freight is required and obtain an "Off Hire" number which serves to confirm the off hire request.
10. To contact the Owner immediately any breakdown or malfunction occurs.
11. To use and operate the plant in a safe and skilful manner strictly in accordance with any Council, State or Federal Government Laws and Ordinances and to provide the operator at his own expense to clean, service and maintain the plant in good and substantial repair and condition and to supply all fuel, oil and grease necessary.
12. To return the plant clean at the completion of the hire period or to pay such cleaning charges as the Owner may determine.
13. To accept full responsibility for safe keeping of the plant and to hold the owner indemnified against any ideas of or damage to the plant and any tools, accessories and equipment supplied with the plant howsoever caused.
14. That any deposit or monies held by the Owner shall be offset against any hire, delivery, repair or other charges under this agreement.
15. Not remove the plant from the site address shown on the face hereof without the Owner's written consent.
16. Irrecoverably license the Owner in the event of termination of this Agreement by the Owner that the Owner or agents of the Owner may enter any land or premises of the Hirer or under the Hirer's control as aforesaid and take possession of the Owner's plant or equipment whereupon this Agreement shall be at an end except that each party shall be liable for any prior breach hereof.

THE HIRER FURTHER AGREES THAT:

17. There are no warranties made by the Owner express or implied which extend beyond the description of the plant on the face hereof.
18. He has inspected the plant before acceptance and confirms to the Owner that it is in good order and condition and further that he has satisfied himself as to its suitability for his purpose.
19. He indemnifies and will hold indemnified and harmless the Owner and the Owner's servants and agents from all damages, suits, actions, claims and demands of every description whatsoever and howsoever arising either directly or indirectly from the use, maintenance, transport or operation of the plant or any part thereof or otherwise and whether arising from the negligence of the Owner, its servants or agents or otherwise.
20. 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 howsoever arising either directly or indirectly from representations, warranties, terms and conditions express or implied (except in so far as Statutory conditions and warranties cannot be excluded under Par. 5 Division 2A of the Trade Practices Act (1974) or relevant State Legislation) use, maintenance, transport, operation of the goods or otherwise and whether resulting from the negligence of the Owner, its servants, agents or otherwise.

OPERATION OF CLAUSES 19 & 20:

Clauses 19 and 20 hereof to the extent that are inconsistent with other clauses, terms or conditions of this Agreement are to override such clauses and be of paramount force.

Company Director/s Signatures

1. _____

2. _____

Company Director/s Names

1. _____

2. _____