



**APPLICATION FOR COMMERCIAL CREDIT**

**CUSTOMER'S BUSINESS IS OPERATED AS FOLLOWS (tick which is applicable):**

- Company**
- Association (whether incorporation or not)**
- Government body**
- Sole Trader**
- Partnership**
- Trustee of a Trust (if you tick this box, please state the trust name..... and provide a copy of the trust deed.)**

**CUSTOMER'S DETAILS (hereinafter referred to as the "Customer"):**

Customers Trading Name:		
Registered Business Name No:		
(if company) Full Company Name:		ABN: and A.C.N:
(if subsidiary of company , name of ultimate holding company and its details) Company Name:		ABN: and A.C.N:
Business Address:		Postcode:
Telephone:		Fax:
Postal Address:		Postcode:
Accounts Email:		Accounts Contact:

Are the Trading Premises Owned?:  Yes  No

Are the Trading Premises leased?:  Yes  No

(Fill in names of directors, owner, partners or members, whichever applies):

Name:	Driver's Licence No:
Private Address:	
Telephone:	Fax:
Date of Birth:	Name of spouse:

Name:	Driver's Licence No:
Private Address:	
Telephone:	Fax:
Date of Birth:	Name of spouse:

Name:	Driver's Licence No:
Private Address:	
Telephone:	Fax:
Date of Birth:	Name of spouse:

If more than three owners, partners, directors or members, please write further details overleaf or write on a separate page and attach)

**Bank Details:**

Bank:	
Branch location:	BSB No: Account No:
Account name:	

**Monthly Credit Limit Requested:**

Up to \$5,000.00       Up to \$10,000.00       Over  \$10,000.00

# FRONTLINE RENTALS HIRE TERMS AND CONDITIONS

Frontline Rentals Pty Ltd ("Frontline") agrees to hire Equipment to the Hirer on the terms and conditions set out in this document. The Hirer must complete and sign the Hire Agreement and such other documents as Frontline may require.

Frontline may change these Hire Terms and Conditions from time to time by giving notice of the change to the Hirer. Notice is deemed to be given (whether or not actually received) when Frontline:

- 1 sends notice of the amendment to the Hirer at any address (including an email address) supplied by the Hirer;
- 2 publishes the amended terms and conditions on its website; or
- 3 displays the amended terms and conditions at its premises.

## 1. Definitions

<b>Agreement</b>	means the agreement between Frontline and the Hirer to hire the Equipment and includes these terms and conditions, the Hire Agreement and any other document or form Frontline may require the Hirer to sign.
<b>Commencement</b>	means the date when the Hirer takes possession of the Equipment.
<b>Equipment</b>	means the equipment hired under this Agreement and includes tools, parts, accessories, keys, fire extinguishers and Operating Manual.
<b>Hire Agreement</b>	means a document Frontline may require the Hirer to sign which includes particulars of the Equipment, the Hire Period and such other information as Frontline may require.
<b>Hire Fees</b>	means the amounts payable by the Hirer to hire the Equipment.
<b>Hire Period</b>	means the period from Commencement until the end of the period shown in the Hire Agreement.
<b>Operating Manual</b>	means any manufacturer's instructions or manual in respect of the Equipment supplied by Frontline.
<b>PPS Act</b>	means Personal Property Securities Act 2009 (Cth) and includes amended, replacement and successor legislation.

- (f) all costs of repairing or replacing tyres (including road service) due to blowouts, bruises, cuts or other cause not due to fair wear and tear;
- (g) all costs incurred by Frontline in delivering or recovering possession of the Equipment;
- (h) a late payment fee calculated at 5% per month on all amounts owing by the Hirer not paid on time;
- (i) any expenses and legal costs incurred by Frontline in enforcing this Agreement.

4.3 Without limiting the liability of Frontline to recover all amounts owing to it, the Hirer authorises Frontline to charge any amounts owing by the Hirer to any credit card provided to Frontline.

## 5. PPS Act

5.1 This clause applies to the extent that this Agreement provides for a 'security interest' for the purposes of the PPS Act.

5.2 If Frontline does not have at Commencement a PPS Act registration ensuring a perfected first priority security interest in the Equipment, the Hire Period, (including any extension or the aggregate of consecutive Hire Periods) may not despite anything else in this document or in any Hire Agreement be longer than:

- (a) 90 days in the case of Equipment which may or must be described by serial number in a PPS Act registration; or
- (b) 1 year in any other case.

5.3 Frontline may register its security interest and the Hirer must do anything (such as obtaining consents and signing documents) which Frontline requires for this purpose.

5.4 The rights of Frontline under this document are in addition to and not in substitution for Frontline's rights under other law (including the PPS Act) and Frontline may choose whether to exercise rights under this document, and/or under such other law, as it sees fit.

5.5 To the extent that Chapter 4 of PPSA applies to any security interest under this Agreement, the following provisions of the PPS Act do not apply and, for the purposes of section 115 of the PPS Act are "contracted out" of this Agreement in respect of all goods to which that section can be applied: section 95 (to the extent it requires Frontline to give a notice to the Hirer); section 96; section 121(4); section 125; section 130; section 129(2) and 129(3); section 132(3)(d); section 132(4); section 135; section 142 and section 143.

5.6 The Hirer agrees that in addition to any rights conferred by the PPS Act, Frontline shall, 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 goods, not only under those sections but also, as additional and independent rights, under this document and the Hirer agrees that Frontline may do so in any manner it sees fit including (in respect of dealing and disposal) by private or public sale, lease or licence.

5.7 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 Act.

5.8 Frontline and the Hirer agree not to disclose information of the kind that can be requested under section 275(1) of the PPS Act. The Hirer must do everything necessary on its part to ensure that section 275(6)(a) of the PPS Act continues to apply. The agreement in this sub-clause is made solely for the purpose of allowing to Frontline the benefit of section 275(6)(a) and Frontline shall not be liable to pay damages or any other compensation or be subject to injunction in respect of any actual or threatened breach of this sub-clause.

## 6. Warranties, Damages and Indemnity

6.1 All warranties and conditions are excluded to the full extent permitted by law.

6.2 To the maximum extent permitted by law, Frontline accepts no responsibility or liability to the Hirer for any loss, damages (including for consequential loss), costs, expenses or any other liability arising in respect of this Agreement or the hiring or the use of the Equipment.

6.3 The Hirer indemnifies Frontline for all injury and/or damage caused to persons and property in relation to the Equipment and its operation including any injury and/or damage caused by items falling from the Equipment or from any vehicle or trailer operated by or on behalf of the Hirer.

## 7. Power of Attorney

To assure performance of its obligations under this Agreement, the Hirer hereby gives Frontline an irrevocable power of attorney to do anything Frontline considers the Hirer should do under this Agreement.

## 8. Breach of this Agreement

8.1 If the Hirer breaches any clause of this Agreement or becomes bankrupt, insolvent or ceases business then Frontline will be entitled to:

- (a) terminate this Agreement; and/or
- (b) sue for recovery of all monies owing by the Hirer; and/or
- (c) repossess the Equipment (and the Hirer authorises Frontline to enter any premises where the Equipment is located to do so).

8.2 The Hirer indemnifies Frontline in respect of any breach by the Hirer of any clause of this Agreement.

## 9. General

9.1 No provision of this Agreement merges after completion or termination of this Agreement.

9.2 This Agreement is governed by the laws of Queensland and the parties submit to the non-exclusive jurisdiction of the courts and tribunals of Queensland and the Federal Court of Australia.

## 2. Hirer's Acknowledgments

2.1 The Hirer acknowledges that:

- (a) the Equipment is clean and in good condition and repair (unless otherwise acknowledged by the parties in writing);
- (b) the Equipment is supplied full of fuel and lubricants;
- (c) the Hirer has no right, property or interest in the Equipment other than as a bailee;
- (d) the Hirer does not have any right, obligation or option to purchase the Equipment;
- (e) the Hirer is responsible for any loss or damage to the Equipment.

## 3. Hirer's Obligations

3.1 The Hirer must:

- (a) satisfy itself that the Equipment is suitable for its purpose at Commencement;
- (b) return the Equipment when it is due back;
- (c) return the equipment clean and in good repair (fair wear and tear excepted);
- (d) operate the Equipment safely and in accordance with the Operating Manual;
- (e) ensure that all persons operating the Equipment are suitably qualified, hold any necessary certificates or licenses and are not affected by drugs or alcohol;
- (f) maintain oil and grease levels in the Equipment in accordance with the Operating Manual;
- (g) arrange regular servicing of the Equipment in accordance with the Operating Manual;
- (h) safely secure all items loaded in or on the Equipment or in or on the Hirer's vehicle;
- (i) take out and maintain all insurances reasonably required by Frontline;
- (j) notify and provide full details to Frontline of any accident or damage to the Equipment within 2 business days of the accident or damage occurring;
- (k) provide Frontline with 24 hours' notice if it requires Frontline to collect the Equipment and ensure that the Equipment is stored in a safe and secure location.

3.2 The Hirer must not:

- (a) tamper with, damage or repair the Equipment;
- (b) alter any identifying number or mark on the Equipment;
- (c) lose or part with possession of the Equipment;
- (d) assign or purport to assign this Agreement;
- (e) sell, dispose of or encumber or purport to sell, dispose of or encumber the Equipment;
- (f) lease, hire, bail or give possession of the Equipment to anyone else;
- (g) exceed the recommended or legal load and capacity limits of the Equipment;
- (h) use, carry or store any illegal, prohibited or dangerous goods in or on the Equipment.

## 4. Payments by the Hirer

4.1 The Hirer must pay the Hire Fees as and when due.

4.2 Immediately on request by Frontline, the Hirer must pay:

- (a) all costs incurred in cleaning the Equipment;
- (b) Frontline considers 40 hours to be a working week and any usage above and beyond this without prior arrangement may incur an extra cost;
- (c) all re-fuelling and re-lubricating costs;
- (d) the full cost of repairing any damage to the Equipment including replacement of the Equipment if the damage cannot reasonably be repaired;
- (e) any stamp duty and GST in respect of or arising out of this Agreement;