

PLEASE RETURN COMPLETED FORM TO FAX NO. 02 8832 7991 OR EMAIL TO: accountsreceivable@instantaccess.com.au

ALL SECTIONS MUST BE COMPLETED FOR AN ACCOUNT TO BE APPROVED FOR CREDIT

THIS AGREEMENT IS BETWEEN INSTANT ACCESS (All of which are referred to "WE, US, OUR" and is inclusive of Instant Access Australia and Instant Access NZ) AND THE APPLICANT (All of which are referred to "YOU, YOUR")

Registered Name of Incorporated Entity: _____

Trading Name / Business Name (if applicable): _____

ABN: _____ ACN: _____

Business Number (NZ only): _____

Does the Applicant trade as a Trading Trust? YES NO Type of Trust: Discretionary Unit

(If yes, please sign guarantee)

Trustee Name: _____ ABN: _____ ACN: _____

Street Address: _____ Postcode: _____

Postal Address: _____ Postcode: _____

Telephone No: _____ Facsimile No: _____ Email Address: _____

Credit Limit required: \$ _____ Bank: _____ BSB: _____ A/C No: _____

Damage Waiver required: Yes: No: (if no, attached certificate of Currency)

Has applicant or any associated company or person or any guarantor traded with us now or in the past? Yes: No:

If yes, please advise account name(s) and number(s)

Please provide full name and residential address of all Directors, Company Secretary, Partners or Proprietor (as applicable)

Sole Traders MUST include photocopy of Driver's Licence

1. _____ Position /Occupation: _____ D.O.B: _____

Residential address: _____ Driver's Licence No. _____

2. _____ Position /Occupation: _____ D.O.B: _____

Residential address: _____ Driver's Licence No. _____

3. _____ Position /Occupation: _____ D.O.B: _____

Residential address: _____ Driver's Licence No. _____

DECLARATION:

- The Applicant hereby applies to open/continue to operate an account with Instant Access
- The Applicant acknowledges that the Applicant has read and understood the Standard Terms and Conditions of Business attached hereto. If Instant Access agrees to supply the Applicant with equipment and/or labour whether on hire or by sale, then all transactions will be subject to those terms and conditions, unless Instant agrees otherwise in writing.
- The Applicant warrants and represents that all of the information set out in this application is true and correct and that the Applicant has not omitted or withheld any information which would or might be material to Instant Access in making a decision to grant credit or supply equipment or labour to an intended customer.
- The Applicant is not aware of any facts or circumstances which, if made known to Instant Access, would result in Instant Access not opening an account for the Applicant or granting credit to the Applicant or agreeing to supply the Applicant with equipment and/or labour.
- The Applicant hereby authorises Instant Access to make such enquiries as it considers relevant or necessary to decide whether to accept this application, or not.
- The Applicant declares that the credit to be provided to the Applicant by Instant Access is to be provided wholly or predominantly for business purposes. **Important:** you should not sign this declaration unless the credit provided and the Equipment hired is wholly or predominantly for business purpose. By signing this Application, you may **lose** your protection under the Consumer Credit Code.

PLEASE NOTE, ACCOUNTS **INACTIVE FOR 12 MONTHS OR MORE** WILL NEED TO REAPPLY FOR CREDIT INSTANT MAY AT ANYTIME, INCREASE, DECREASE OR VARY ANY OF THE CREDIT FACILITY

PRIVACY ACT 1988: The Applicant and the Authorised Officer agree to Instant Access obtaining from a credit reporting agency a credit report containing personal credit information about the Applicant and the Authorised Officer in relation to commercial credit provided by Instant Access and the Applicant and the Authorised Officer agree to Instant Access obtaining personal information about the Applicant and the Authorised Officer from other credit providers, whose names the Applicant and the Authorised Officer may have provided to Instant Access or that may be named in a credit report, for the purpose of assessing the Applicant's application for commercial credit. The Applicant and the Authorised Officer understand that this information can include any information about the Applicant's and Authorised Officer's credit worthiness, credit standing, credit history or credit capacity that credit providers may give or receive from each other under the Privacy Act.

- *The Applicant agrees and acknowledges credit is provided strictly **30 days from end of month.***

Signed for and on behalf of the Applicant by Shareholders, Partners, Sole Trader, Director, Authorised Officer:

Signature: _____ Print Name and Title: _____

Signature: _____ Print Name and Title: _____

GUARANTEE AND INDEMNITY

- The Guarantors' guarantee to Instant Access the due and punctual payment and performance by the Applicant/s of all Guaranteed Monies and Guaranteed Obligations
- Instant Access may exercise its right against the Guarantors under this deed at any time irrespective of the default of the Applicant/s to pay and without notice to the Applicant/s, as if the primary liability for any Guaranteed Money owing was the Guarantors own. The Guarantor (s) shall immediately pay to Instant Access the amount of Guaranteed Money owing, or immediately comply with the relevant Guaranteed Obligation, upon receiving written notice from Instant Access requiring the Guarantor(s) to so pay or comply. Instant Access shall have the right to proceed against Guarantor(s) despite the fact that Instant Access has not exercised or exhausted its legal rights against the Applicant/s in relation to the recovery or enforceability of the Guaranteed Monies or Obligations
- Where this Deed has been executed by two or more persons, the terms of this Deed are jointly and severally binding on each and every Guarantor. Instant Access shall be entitled to seek payment in full from one or more of the Guarantors without seeking payment from the other Guarantor
- The Guarantor(s) unconditionally indemnify Instant Access against and must pay Instant Access on demand the amount of, any losses or expenses whatsoever directly or indirectly suffered by Instant Access arising from, or by virtue of and in respect of, any default whatsoever on the part of the Applicant/s with respect to Guaranteed Obligations and Monies
- The Guarantors agree that if Instant Access approves the Applicant/s application for commercial credit, this Deed remains in force until the commercial credit facility covered by the Applicant/s application ceases
- The Guarantor(s) agree that any statement of indebtedness to Instant Access, of the Applicant/s or the Guarantor(s) is binding and conclusive, except in the event of manifest error.
- All dividends and payments received from the Applicant/s or from a receiver, administrator, liquidator or trustee in Bankruptcy of the Applicant/s or otherwise shall be applied as payments in gross and the Guarantor(s) shall not be entitled to prove in the receivership or liquidation until Instant Access has received the full amount of its claim against the Applicant/s and/or the Guarantors and this deed shall be security for the payment of any ultimate balance that may remain due to Instant Access
- Instant Access is at liberty to charge the Applicant/s and/or Guarantor(s) with the costs , charges , expenses , legal or any other incurred by Instant Access in connection with recovery of the monies owing by the Applicant/s to Instant Access
- The Guarantor(s) agree and acknowledge that this Deed shall be governed by the law of the State of New South Wales in the Commonwealth of Australia
- The parties to this deed submit to the nonexclusive jurisdiction of the courts of NSW and the relevant federal courts and courts competent to hear appeals from those courts and waive any rights they may have to claim that those courts are an inconvenient forum

In witness, whereof this Guarantee & Indemnity was signed at _____ on this _____ day of _____ 20_____

Signature of Witness: _____

Signature of Guarantor: _____

1. NAME: _____

NAME: _____

ADDRESS: _____

ADDRESS: _____

Signature of Witness: _____

Signature of Guarantor: _____

2. NAME: _____

NAME: _____

ADDRESS: _____

ADDRESS: _____

IF YOU DO NOT UNDERSTAND THIS DOCUMENT YOU SHOULD SEEK INDEPENDENT LEGAL ADVICE.

CUSTOMER CHECK LIST

- Signed Application
- Signed Terms & Conditions (please retain original for your records)
- Copy of signed Guarantees (Mandatory for all Trust Accounts)
- Copy of Drivers licence (Sole Traders Only)
- Copy of your insurance policy if applying for Damage Waiver Exemption. (Please note that policy must include "Hired in Plant "inclusion)

TO BE COMPLETED BY INSTANT ACCESS STAFF

SALES:

SELLING BRANCH/ACCOUNT MANAGER: _____

SENT BY: _____

CUSTOMER CLASIFICATION: _____

CREDIT DEPT:

CREDIT CHECKS DONE: _____

ACCT #: _____

DATE ENTERED IN EVOLUTION: _____

WELCOME PACK SENT: _____

CREDIT OFFICER SIGNATURE: _____