



CREDIT APPLICATION FOR A BUSINESS ACCOUNT

New Customer Existing Customer

BUSINESS CONTACT INFORMATION

Name of Applicant/Company		Trading Name	
Postal Address City, State, Postcode		Business Address City, State, Postcode	
Mobile Phone		E-mail	
Sales Contact Person		Sales Mobile Phone	
Accounts Contact Person		Accounts Mobile Phone	
Nature of business		Date business commenced	
How long at current business address		Number of employees	

BUSINESS AND CREDIT INFORMATION

<input type="checkbox"/> Sole proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Corporation	<input type="checkbox"/> Other
ABN		ACN	
Bank name		Bank account name	
BSB & Account Number		Type of account	<input type="checkbox"/> Savings <input type="checkbox"/> Checking <input type="checkbox"/> Other
Credit requested	\$	Are purchase orders used?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Name proprietor, partners, directors, other (if more attach a list)	1.	2.	3.
Address City, State, Postcode			
Mobile Phone			
Date of birth			
Driver's license number			

BUSINESS/TRADE REFERENCES

Name	1.	2.	3.
Mobile Phone			
E-mail			
Type of business			
Type of account			

AGREEMENT

1. All invoices are to be paid 30 days from the end of the invoice month.
2. Claims arising from invoices must be made within seven working days.
3. By submitting this application, you authorize HARRINGTON BOBCAT HIRE PTY LTD to conduct a credit search using a Credit Reference Agency and to make inquiries into the banking and business/trade references that you have supplied.
4. By submitting the application, you accept that credit facilities may be withdrawn at any time without notice should the account remain unpaid beyond the due date or if the amount of credit taken exceeds the agreed credit amount.
5. By submitting the application, you acknowledge the terms and conditions shown in the overleaf and that failure to abide by the terms and conditions shown may result in interest and/or late fees being imposed to Applicant's account.
6. HBH warrants that the person signing this Agreement is properly authorized to bind the Client to this Agreement.

AUTHORISED SIGNATURES

Signature		Signature	
Name and Title		Name and Title	
Date		Date	

TERMS AND CONDITIONS

(Application cannot be approved unless "the Guarantee" is also signed & witnessed)

1. Definitions

1.1 "Contractor" or "Owner" shall mean Harrington Bobcat Hire Pty Ltd T/A Harrington Bobcat & Excavator Hire & Redcliffe Skips, and assigns or any person acting on behalf of and with the authority of Harrington Bobcat Hire Pty Ltd. HBH shall mean Harrington Bobcat & Excavator Hire & Redcliffe Skips.

1.2 "Client" shall mean the Client (or any person acting on behalf of and with the authority of the Client) as described on any quotation, work authorisation or other form as provided by the Contractor to the Client.

1.3 "Guarantor" means that person (or persons), or entity, who agrees to be liable for the debts of the Client on a principal debtor basis.

1.4 "Goods" shall mean Goods supplied by the Contractor to the Client (and where the context so permits shall include any supply of Services as hereinafter defined) and are as described on the invoices, quotation, work authorisation or any other forms as provided by the Contractor to the Client.

1.5 "Services" shall mean all Services supplied by the Contractor to the Client and includes any advice or recommendations (and where the context so permits shall include any supply of Goods as defined above).

1.6 "Price" shall mean the price payable for the Goods as agreed between the Contractor and the Client in accordance with clause 4 of this contract.

2. The Australian Consumer Law; The Competition and Consumer Act 2010 replaced the Fair Trading Act 1989 & Trade Practices Act 1974.

2.1 Nothing in this agreement is intended to have the effect of contracting out of any applicable provisions of the ACL in each of the States and Territories of Australia, except to the extent permitted by those Acts where applicable.

3. Acceptance

3.1 Any instructions received by the Contractor from the Client for the supply of Goods and/or the Client's acceptance of Goods supplied by the Contractor shall constitute acceptance of the terms and conditions contained herein.

3.2 Where more than one Client has entered into this agreement, the Clients shall be jointly and severally liable for all payments of the Price.

3.3 Upon acceptance of these terms and conditions by the Client the terms and conditions are binding and can only be amended with the written consent of the Contractor.

3.4 The Client shall give the Contractor not less than fourteen (14) days prior written notice of any proposed change of ownership of the Client or any change in the Client's name and/or any other change in the Client's details (including but not limited to, changes in the Client's address, phone number, or business practice). The Client shall be liable for any loss incurred by the Contractor as a result of the Client's failure to comply with this clause.

3.5 Goods are supplied by the Contractor only on the terms and conditions of trade herein to the exclusion of anything to the contrary in the terms of the Client's order notwithstanding that any such order is placed on terms that purport to override these terms and conditions of trade.

4. Price and Payment

4.1 At the Contractor's sole discretion the Price shall be either:

(a) as indicated on invoices provided by the Contractor to the Client in respect of Goods supplied; or

(b) the Contractor's quoted Price (subject to clause 4.2) which shall be binding upon the Contractor provided that the Client shall accept the Contractor's quotation in writing within ninety (90) days.

4.2 The Contractor reserves the right to change the Price in the event of a variation to the Contractor's quotation. Any variation from the plan of scheduled works or specifications (including, but not limited to, any variation as a result of additional works required due to hidden or unidentifiable difficulties beyond the reasonable control of the Contractor such as hard rock barriers below the surface or iron reinforcing rods in concrete) will be detailed in writing and charged for on the basis of the Contractor's quotation and will be shown as variations on the invoice. Payment for all variations must be made in full at their time of completion.

4.3 All fees and charges will be as specified in HBH's price list and are subject to change at any time at the discretion of HBH.

4.4 At the Contractor's sole discretion a deposit may be required.

4.5 The Contractor may submit a detailed payment claim at intervals not less than one month for work performed up to the end of each month. The value of work so performed shall include the reasonable value of authorised variations and the value of materials delivered to the site but not yet installed.

4.6 At the Contractor's sole discretion:

(a) payment shall be due on delivery of the Goods; or

(b) payment shall be due before delivery of the Goods; or

(c) payment for approved Clients shall be made by instalments in accordance with the Contractor's payment schedule.

4.7 Time for payment for the Goods shall be of the essence and will be stated on the invoice or any other forms. If no time is stated then payment shall be due COD or seven (7) days following the date of the invoice.

4.8 Payment will be made by cash, or by cheque, or by bank cheque, or by credit card (which may incur a surcharge of up to two and a half percent (2.5%) of the Price), or by direct credit, or by any other method as agreed to between the Client and the Contractor.

4.9 The Client may request HBH to bear the cost of any tip fees, or may elect to pay any tip fees themselves. In the event that HBH is responsible for any tip fees, then these may attract a surcharge.

4.10 The Client will bear the costs of all Toll Fees.

4.11 GST and other taxes and duties that may be applicable shall be added to the Price except when they are expressly included in the Price.

5. Delivery Of Goods

5.1 At the Contractor's sole discretion delivery of the Goods shall take place when:

(a) the Client takes possession of the Goods at the Contractor's address; or

(b) the Client takes possession of the Goods at the Client's nominated address (in the event that the Goods are delivered by the Contractor or the Contractor's nominated carrier); or

(c) the Client's nominated carrier takes possession of the Goods in which event the carrier shall be deemed to be the Client's agent.

5.2 At the Contractor's sole discretion the costs of delivery are:

(a) included in the Price; or

(b) in addition to the Price; or

(c) for the Client's account.

5.3 The Client shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery. In the event that the Client is unable to take delivery of the Goods as arranged then the Contractor shall be entitled to charge a reasonable fee for redelivery.

5.4 Delivery of the Goods to a third party nominated by the Client is deemed to be delivery to the Client for the purposes of this agreement.

5.5 The Contractor may deliver the Goods by separate instalments. Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions.

5.6 The Client shall take delivery of the Goods tendered notwithstanding that the quantity so delivered shall be either greater or lesser than the quantity purchased provided that:

(a) such discrepancy in quantity shall not exceed five percent (5%); and

(b) the Price shall be adjusted pro rata to the discrepancy.

5.7 The failure of the Contractor to deliver shall not entitle either party to treat this contract as repudiated.

5.8 The Contractor shall not be liable for any loss or damage whatever due to failure by the Contractor to deliver the Goods (or any of them) promptly or at all, where due to circumstances beyond the control of the Contractor.

6. Risk

6.1 If the Contractor retains ownership of the Goods nonetheless, all risk for the Goods passes to the Client on delivery.

6.2 If any of the Goods are damaged or destroyed following delivery but prior to ownership passing to the Client, the Contractor is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by the Contractor is sufficient evidence of the Contractor's rights to receive the insurance proceeds without the need for any person dealing with the Contractor to make further enquiries.

7. Damages and Indemnity

7.1 The Contractor is not liable for any loss or damage (including any indirect or consequential loss) however caused in accessing the work site beyond reasonable control of the Contractor (including, without limitation, damage to pathways, driveways and concreted or paved or grassed areas).

7.2 The Client is liable for, and indemnifies the Contractor (including its employees, servants, agents, contractors and consultants) from and against, all and any liability claims, actions, demands, loss, damage, fines, charges, expenses and costs (including, without limitation, any insurance costs and excess fees, and legal costs on a solicitor and own client basis) incurred, suffered by or claimed against, the Contractor in relation to, or in connection with or arising from:

- (a) this agreement;
- (b) any breach of these terms and conditions by the Client;
- (c) the Contractor pursuing payment of any outstanding amounts owed by the Client;
- (d) any demand or claim against the Contractor by an underground services owner or infrastructure asset owner or any government or public authority or private organisation or body;
- (e) any demand or claim by a third party in connection with Goods and/or Services;
- (f) any demand or claim by any person for death, personal injury or damage to any property;
- (g) any demand or claim for loss of profit, loss of revenue, loss of opportunity, indirect or consequential losses; and
- (h) any unlawful or negligent act or omission of the Client or any person acting or purporting to act on behalf of the Client.

8. Underground services and hazards

8.1 Prior to the Contractor commencing any work, the Client must at its own cost:

- (a) take all reasonable steps and consult with underground services or infrastructure asset owners to identify all hazards and obtain all current underground services information (including, without limitation, underground services plans, drawings, diagrams, details and any other specific information or documentation), in respect of, or relating to, or associated with, the site, or part of the site, or area adjacent to the site, where Services are to be provided or work is to be carried out by the Contractor;
- (b) promptly provide all information described a clause 8.1(a) to the Contractor and advise the Contractor of all hazards and the precise location of all underground services on the site and clearly mark the same. The underground mains and services the Client must identify include, but are not limited to, electrical services, gas services, sewer services, pumping services, telecommunication services, sewer connections, sewer sludge mains, water mains, irrigation pipes, Telstra cables, fibre optic cables, oil pumping mains, and any other services that may be on site;
- (c) if requested by the Contractor, engage a suitably qualified and certified underground services locator to determine and verify the precise location of all underground services on the site or area adjacent to the site;
- (d) if the Contractor is required to work in a fire ant restricted area, obtain and produce to the Contractor on request all necessary fire ant permits from the local government or other public authorities; and
- (e) obtain all necessary consents, approvals, licences or permits required by any government or public authority, private organisation or body, or third party, for the Services or work to be carried out by the Contractor

8.2 Whilst the Contractor will take all reasonable care to avoid damage to any underground services, the Client is liable for, and indemnifies the Contractor (including its employees, servants, agents, contractors and consultants) from and against, all and any liability claims, actions, demands, loss, damage, fines, charges, expenses and costs (including, without limitation, any insurance costs and excess fees, and legal costs on a solicitor and own client basis) incurred, suffered by or claimed against, the Contractor in relation to, or in connection with or arising from any direct or indirect damage or disruption caused to the underground services, whether arising from (without limitation):

- (a) any incorrect or incomplete hazards or underground services information provided to the Contractor by the Client; or
- (b) the failure by the Client to correctly and precisely locate any and all underground services and hazards, and notify the Contractor in accordance with clause 8.1.

8.3 If any damage or disruption has occurred to any underground services, the Client must immediately notify the affected underground services or infrastructure asset owner.

8.4 The Client must, unless otherwise notified in writing by the Contractor:

- (a) arrange and maintain during the period of any Services or work being carried out by the Contractor for the Client (and for a reasonable period after the Services have been provided) policies of insurance issued by an insurer acceptable to the Contractor, and punctually pay all insurance premiums and excesses on those policies; and
- (b) prior to the Contractor commencing any work and at other times at the request of the Contractor, provide to the Contractor copies of certificates of currency for the policies.

9. Compliance with Laws

9.1 The Client and the Contractor shall comply with the provisions of all statutes, regulations and bylaws of government, local and other public authorities that may be applicable to the works.

9.2 The Client shall obtain (at the expense of the Client) all licenses and approvals that may be required for the works.

9.3 The Client agrees that the site will comply with any occupational health and safety laws relating to building/construction sites and any other relevant safety standards or legislation.

10. Wet Hire

10.1 In the event of "wet" hire of equipment the operator of the equipment remains an employee of the Owner and operates the equipment in accordance with the hirer's instructions. As such the Owner shall not be liable for any actions of the operator in following the hirer's instructions.

11. Title

11.1 The Contractor and Client agree that ownership of the Goods shall not pass until:

- (a) the Client has paid the Contractor all amounts owing for the particular Goods; and
- (b) the Client has met all other obligations due by the Client to the Contractor in respect of all contracts between the Contractor and the Client.

11.2 Receipt by the Contractor of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised and until then the Contractor's ownership or rights in respect of the Goods shall continue.

11.3 It is further agreed that:

- (a) where practicable the Goods shall be kept separate and identifiable until the Contractor shall have received payment and all other obligations of the Client are met; and
- (b) until such time as ownership of the Goods shall pass from the Contractor to the Client the Contractor may give notice in writing to the Client to return the Goods or any of them to the Contractor. Upon such notice the rights of the Client to obtain ownership or any other interest in the Goods shall cease; and
- (c) the Contractor shall have the right of stopping the Goods in transit whether or not delivery has been made; and
- (d) if the Client fails to return the Goods to the Contractor then the Contractor or the Contractor's agent may enter upon and into land and premises owned, occupied or used by the Client, or any premises as the invitee of the Client, where the Goods are situated and take possession of the Goods; and
- (e) the Client is only a Bailee of the Goods and until such time as the Contractor has received payment in full for the Goods then the Client shall hold any proceeds from the sale or disposal of the Goods, up to and including the amount the Client owes to the Contractor for the Goods, on trust for the Contractor; and
- (f) the Client shall not deal with the money of the Contractor in any way which may be adverse to the Contractor; and
- (g) the Client shall not charge the Goods in any way nor grant nor otherwise give any interest in the Goods while they remain the property of the Contractor; and
- (h) the Contractor can issue proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods may not have passed to the Client; and
- (i) until such time that ownership in the Goods passes to the Client, if the Goods are converted into other products, the parties agree that the Contractor will be the owner of the end products.

12. Defects

12.1 The Client shall inspect the Goods on delivery and shall within seven (7) days of delivery (time being of the essence) notify the Contractor of any alleged defect, shortage in quantity, damage or failure to comply with the description or quote. The Client shall afford the Contractor an opportunity to inspect the Goods within a reasonable time following delivery if the Client believes the Goods are defective in any way. If the Client shall fail to comply with these provisions the Goods shall be presumed to be free from any defect or damage. For defective Goods, which the Contractor has agreed in writing that the Client is entitled to reject, the Contractor's liability is limited to either (at the Contractor's discretion) replacing the Goods or repairing the Goods except where the Client has acquired Goods as a consumer within the meaning of the Competition and Consumer Act 2010 of the relevant state or territories of Australia, and is therefore also entitled to, at the consumer's discretion either a refund of the purchase price of the Goods, or repair of the Goods, or replacement of the Goods.

12.2 Goods will not be accepted for return other than in accordance with 12.1 above.

13. Warranty

13.1 For Goods not manufactured by the Contractor, the warranty shall be the current warranty provided by the manufacturer of the Goods. The Contractor shall not be bound by nor be responsible for any term, condition, representation or warranty other than that which is given by the manufacturer of the Goods.

14. Default & Consequences of Default

14.1 Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and one half percent (2.5%) per calendar month (and at the Contractor's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.

14.2 In the event that the Client's payment is dishonored for any reason the Client shall be liable for any dishonor fees incurred by the Contractor.

14.3 If the Client defaults in payment of any invoice when due, the Client shall indemnify the Contractor from and against all costs and disbursements incurred by the Contractor in pursuing the debt including legal costs on a solicitor and own client basis and the Contractor's collection agency costs.

14.4 Without prejudice to any other remedies the Contractor may have, if at any time the Client is in breach of any obligation (including those relating to payment), the Contractor may suspend or terminate the supply of Goods and Services to the Client and any of its other obligations under the terms and conditions. The Contractor will not be liable to the Client for any loss or damage the Client suffers because the Contractor has exercised its rights under this clause.

14.5 If any account remains overdue after thirty (30) days then an amount of the greater of twenty dollars (\$20.00) or ten percent (10%) of the amount overdue (up to a maximum of two hundred dollars (\$200.00)) shall be levied for administration fees which sum shall become immediately due and payable.

14.6 Without prejudice to the Contractor's other remedies at law the Contractor shall be entitled to cancel all or any part of any order of the Client which remains unfulfilled and all amounts owing to the Contractor shall, whether or not due for payment, become immediately payable in the event that:

(a) any money payable to the Contractor becomes overdue, or in the Contractor's opinion the Client will be unable to meet its payments as they fall due; or

(b) the Client becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or

(c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.

15. Security and Charge

15.1 Despite anything to the contrary contained herein or any other rights which the Contractor may have howsoever:

(a) where the Client and/or the Guarantor (if any) is the owner of land, realty or any other asset capable of being charged, both the Client and/or the Guarantor agree to mortgage and/or charge all of their joint and/or several interest in the said land, realty or any other asset to the Contractor or the Contractor's nominee to secure all amounts and other monetary obligations payable under these terms and conditions. The Client and/or the Guarantor acknowledge and agree that the Contractor (or the Contractor's nominee) shall be entitled to lodge where appropriate a caveat, which caveat shall be withdrawn once all payments and other monetary obligations payable hereunder have been met.

(b) should the Contractor elect to proceed in any manner in accordance with this clause and/or its sub-clauses, the Client and/or Guarantor shall indemnify the Contractor from and against all the Contractor's costs and disbursements including legal costs on a solicitor and own client basis.

(c) the Client and/or the Guarantor (if any) agree to irrevocably nominate constitute and appoint the Contractor or the Contractor's nominee as the Client's and/or Guarantor's true and lawful attorney to perform all necessary acts to give effect to the provisions of this clause 15.1.

16. Cancellation

16.1 The Contractor may cancel any contract to which these terms and conditions apply or cancel delivery of Goods at any time before the Goods are delivered by giving written notice to the Client. On giving such notice the Contractor shall repay to the Client any sums paid in respect of the Price. The Contractor shall not be liable for any loss or damage whatever arising from such cancellation.

16.2 In the event that the Client cancels delivery of Goods the Client shall be liable for any loss incurred by the Contractor (including, but not limited to, any loss of profits) up to the time of cancellation.

17. Privacy Act 1988

17.1 The Client and/or the Guarantor/s agree for the Contractor to obtain from a credit reporting agency a credit report containing personal credit information about the Client and Guarantor/s in relation to credit provided by the Contractor.

17.2 The Client and/or the Guarantor/s agree that the Contractor may exchange information about the Client and the Guarantor/s with those credit providers either named as trade referees by the Client or named in a consumer credit report issued by a credit reporting agency for the following purposes:

(a) to assess an application by Client; and/or

(b) to notify other credit providers of a default by the Client; and/or

(c) to exchange information with other credit providers as to the status of this credit account, where the Client is in default with other credit providers; and/or

(d) to assess the credit worthiness of Client and/or Guarantor/s.

17.3 The Client consents to the Contractor being given a consumer credit report to collect overdue payment on commercial credit (Section 18K(1)(h) Privacy Act 1988).

17.4 The Client agrees that personal credit information provided may be used and retained by the Contractor for the following purposes and for other purposes as shall be agreed between the Client and Contractor or required by law from time to time:

(a) provision of Goods; and/or

(b) marketing of Goods by the Contractor, its agents or distributors in relation to the Goods; and/or

(c) analysing, verifying and/or checking the Client's credit, payment and/or status in relation to provision of Goods; and/or

(d) processing of any payment instructions, direct debit facilities and/or credit facilities requested by Client; and/or

(e) enabling the daily operation of Client's account and/or the collection of amounts outstanding in the Client's account in relation to the Goods.

17.5 The Contractor may give information about the Client to a credit reporting agency for the following purposes:

(a) to obtain a consumer credit report about the Client; and/or

(b) allow the credit reporting agency to create or maintain a credit information file containing information about the Client.

18. General

18.1 If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.

18.2 These terms and conditions and any contract to which they apply shall be governed by the laws of Queensland and are subject to the jurisdiction of the courts of Queensland.

18.3 The Contractor shall be under no liability whatever to the Client for any indirect loss and/or expense (including loss of profit) suffered by the Client arising out of a breach by the Contractor of these terms and conditions.

18.4 In the event of any breach of this contract by the Contractor the remedies of the Client shall be limited to damages which under no circumstances shall exceed the Price of the Goods.

18.5 The Client shall not be entitled to set off against or deduct from the Price any sums owed or claimed to be owed to the Client by the Contractor.

18.6 The Contractor may license or sub-contract all or any part of its rights and obligations without the Client's consent.

18.7 The Client agrees that the Contractor may review these terms and conditions at any time. If, following any such review, there is to be any change to these terms and conditions, then that change will take effect from the date on which the Contractor notifies the Client of such change.

18.8 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party.

18.9 The failure by the Contractor to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect the Contractor's right to subsequently enforce that provision.



HBH 0411 746 644
office@harringtonbobcats.com.au
www.harringtonbobcats.com.au

HARRINGTON BOBCAT HIRE PTY LTD

ABN 53 055 988 91
Office/Accounts 07 3889 5166
PO Box 337 Kippa Ring Q 4021, 26 Beach St Kippa Ring Q 4021



Redcliffe Skips 0411 704 978
office@redcliffeskids.com.au
www.redcliffeskids.com.au

GUARANTEE AND INDEMNITY

As part of your application for credit, this Personal Guarantee & Indemnity Agreement must be completed & signed by all Proprietors, Partners, Directors in the presence of independent witnesses.

THIS GUARANTEE AND INDEMNITY is given by the Guarantor/s in favour of Harrington Bobcat Hire Pty Ltd (ABN 53 055 988 915), and includes their successors and assigns (Contractor).

INTRODUCTION

- A. The Guarantor/s have asked the Contractor to supply Goods to the Client and to extend (or continue to extend) credit to the Client.
- B. The Contractor has agreed to the request of the Guarantor/s in consideration of their agreement as follows:

IT IS AGREED:

1. The Guarantor/s guarantee to the Contractor the punctual payment of the monetary liabilities of the Client (on any account and in any capacity whatsoever and including liabilities in respect of the Goods which are now owing, or may from time to time be owing by the Client to the Contractor (Amount Owing). The Guarantor/s acknowledge and agree that the Amount Owing includes any legal and other costs and expenses incurred or to be incurred by the Contractor in seeking payment from the Client or in enforcing this Guarantee and Indemnity against the Guarantor/s.
2. If there is more than one (1) guarantor, the Guarantors are jointly and severally liable to the Contractor for the Amount Owing.
3. For the purpose of securing payment of the Amount Owing, the Guarantor/s hereby charge in favour of the Contractor all legal, equitable and beneficial interest in real property which it, he or she now or might subsequently acquire a legal or beneficial interest in, and authorise and consent the Contractor to lodge a Caveat upon title of the Guarantor/s real property. The Guarantor/s shall not object to the lodgement or upholding of the said caveat or take any steps to have any such caveat removed from the Land Titles Office register.
4. The obligations of the Guarantor/s under this Guarantee and Indemnity are principal obligations and are not affected by:
 - a) any variation which may be agreed by the Contractor and the Client in respect of the Terms on which the Goods are delivered and are provided and paid for;
 - b) any waiver, extension of time or indulgence given by the Contractor to the Client or a Guarantor;
 - c) any right or claim which the Client may assert to resist making payment of any part of the Amount Owing;
 - d) any increase in the amount of the Amount Owing;
 - e) any failure or omission by the Contractor to give notice to the Guarantor/s of any default by the Client; or
 - f) any act, omission, matter or other thing whatsoever.
5. This Guarantee and Indemnity is a continuing obligation of each Guarantor/s for the amount of the Amount Owing which may be owing from time to time and, binds the successors and assigns of the Guarantor/s and will not be affected by:
 - a) the death, incapacity, bankruptcy, of a Guarantor or the Client; or
 - b) a Guarantor or the Client which is a company becoming an externally administered company pursuant to the Corporations Act 2001(Cth).
6. If the obligation of any Guarantor in respect of any part of the Amount Owing is unenforceable, the Guarantor's obligations in respect of the balance of the Amount Owing will not be affected by such unenforceability.
7. If any payment or other transaction relating to or affecting the Amount Owing is:
 - a) void, voidable or unenforceable in part or in whole; or
 - b) is claimed to be void, voidable or unenforceable and that claim is upheld, conceded or compromised in whole or in part; the liability of each of the Guarantor/s is the same as if:
 - c) that payment or transaction (or the void, voidable or unenforceable part of it); and
 - d) any release, settlement or discharge made in reliance on anything referred to in paragraph (b) above has not been made and the Guarantor/s must immediately take all action and sign all documents necessary or required by the Contractor to pay to or restore to the Contractor the Amount Owing in full.
8. If all or any of the Amount Owing is:
 - a) not recoverable from the Client; or
 - b) not recoverable from a Guarantor under this Guarantee and Indemnity; each of the Guarantor/s, as a separate and principal obligation, indemnifies the Contractor against any loss, liability, expense or outgoing suffered, paid or incurred by the Contractor in relation to such amounts and must pay the Contractor an amount equal to such amounts.
9. For the avoidance of doubt it is expressly acknowledged by the Guarantor/s that the Guarantor/s' obligations extend to and may include Amount Owing and other obligations of the Client which have arisen before or after the date of this Guarantee.

ACKNOWLEDGEMENT

10. Each of the Guarantor/s hereby acknowledge, affirm and agree that he/she:
 - a) had an opportunity to and sought independent legal advice before entering into the Guarantee and Indemnity;
 - b) the nature of the Guarantee and Indemnity;
 - c) the liability which the Guarantor would incur by executing the Guarantee and Indemnity; and
 - d) the manner in which such liability could be enforced.

ASSIGNMENT AND NOVATION

11. The Contractor may at any time assign, novate or otherwise dispose of or deal with its rights and obligations under these this Guarantee by notice in writing to the Guarantor/s. The Guarantor/s agrees that any order for Goods submitted by the Client to the Contractor after the date of a notice of assignment will be deemed to be an acceptance of such assignment.

LAWS TO GOVERN PROVISIONS OF THE GUARANTEE AND INDEMNITY

This Guarantee and Indemnity shall be governed by and construed in accordance with the laws of Queensland.

Guarantor

Witness

(Signature) / /20

(Signature) / /20

(Print Name)

(Print Name)

Guarantor

Witness

(Signature) / /20

(Signature) /20

(Print Name)

(Print Name)



HARRINGTON BOBCAT HIRE PTY LTD



HBH 0411 746 644
office@harringtonbobcats.com.au
www.harringtonbobcats.com.au

ABN 53 055 988 91
Accounts 07 3889 5166
PO Box 337 Kippa Ring Q 4021, 26 Beach St Kippa Ring Q 4021

Redcliffe Skips 0411 704 978
office@redcliffeskids.com.au
www.redcliffeskids.com.au

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