



Liftrite Hire & Sales  
 ABN 52 009 063 003  
 PO Box 1362, Canning Vale DC WA 6970  
 Ph : (08) 9246 6200  
 Email : accounts@liftrite.com.au - Web : www.liftrite.com.au

## CREDIT ACCOUNT APPLICATION

To Be Completed By Applicants - Please complete and return all sections and read the Terms and Conditions of Trade overleaf or attached.

<b>Client's Details:</b> <input type="checkbox"/> Individual <input type="checkbox"/> Sole Trader <input type="checkbox"/> Trust <input type="checkbox"/> Partnership <input type="checkbox"/> Company <input type="checkbox"/> Other:			
Entity Name:			
Trading Name (if different from above):			
Physical Address:		State:	Postcode:
Billing Address:		State:	Postcode:
Email Address:			
Phone No:	Fax No:	Mobile No:	
<b>Personal Details:</b> <i>(please complete if you are an Individual)</i>			
D.O.B.:		Driver's Licence No:	
<b>Business Details:</b> <i>(please complete if you are a Sole Trader, Trust, Partnership, Company or Other – as specified)</i>			
ABN:	ACN:	Date Established <i>(current owners)</i> :	
Nature of Business:			
Paid Up Capital: \$	Estimated Monthly Purchases: \$	Credit Limit Requested: \$	
Principal Place of Business is: <input type="checkbox"/> Rented <input type="checkbox"/> Owned <input type="checkbox"/> Mortgaged <i>(to whom)</i> :			
Directors / Owners / Trustee <i>(if more than two, please attach a separate sheet)</i>			
(1) Full Name:		D.O.B.:	
Private Address:		State:	Postcode:
Driver's Licence No:	Phone No:	Mobile No:	
(2) Full Name:		D.O.B.:	
Private Address:		State:	Postcode:
Driver's Licence No:	Phone No:	Mobile No:	
<b>Account Terms:</b> 30 Days from end of month			
Purchase Order Required? <input type="checkbox"/> YES <input type="checkbox"/> NO			
Accounts Email Address:			
Accounts Contact:		Phone No:	
<b>Trade References:</b> <i>(please provide companies that are willing to do trade references)</i>			
Name:	Address:	Phone / Fax / Email:	
1.			
2.			
3.			

I certify that the above information is true and correct and that I am authorised to make this application for credit. I have read and understand the TERMS AND CONDITIONS OF TRADE (overleaf or attached) of Marpoll Pty Ltd T/A Liftrite Hire & Sales which form part of, and are intended to be read in conjunction with this Credit Account Application and agree to be bound by these conditions. I authorise the use of my personal information as detailed in the Privacy Act clause therein. **I agree that if I am a director/shareholder (owning at least 15% of the shares) of the Client I shall be personally liable for the performance of the Client's obligations under this contract.**

**SIGNED (CLIENT):** \_\_\_\_\_      **SIGNED (SUPPLIER):** \_\_\_\_\_  
 Name: \_\_\_\_\_      Name: \_\_\_\_\_  
 Position: \_\_\_\_\_      Position: \_\_\_\_\_

**WITNESS TO CLIENTS'S SIGNATURE**

Signed: \_\_\_\_\_      Name & Date: \_\_\_\_\_

OFFICE USE ONLY				
Account / Ref. No.	CREDIT LIMIT	APPROVED BY	DATA INPUTTED	DATE
	\$	.		/ /

# Personal / Directors Guarantee and Indemnity

IN CONSIDERATION of Marpoll Pty Ltd T/A LiftRite Hire & Sales and its successors and assigns ("the Owner") at the request of the Guarantor (as is now acknowledged) supplying and continuing to supply goods and/or services to

\_\_\_\_\_ ("the Client")

## **I/WE (also referred to as the "Guarantor/s") UNCONDITIONALLY AND IRREVOCABLY:**

- GUARANTEE** the due and punctual payment to the Owner of all moneys which are now owing to the Owner by the Client and all further sums of money from time to time owing to the Owner by the Client in respect of goods and services supplied or to be supplied by the Owner to the Client or any other liability of the Client to the Owner, and the due observance and performance by the Client of all its obligations contained or implied in any contract with the Owner. If for any reason the Client does not pay any amount owing to the Owner the Guarantor will immediately on demand pay the relevant amount to the Owner.
- HOLD HARMLESS AND INDEMNIFY** the Owner on demand as a separate obligation against any liability (including but not limited to damages costs losses and legal fees (as defined hereunder in paragraph (b) hereof)) incurred by or assessed against the Owner in connection with:
  - the supply of goods and/or services to the Client; or
  - the recovery of moneys owing to the Owner by the Client including the enforcement of this Guarantee and Indemnity, and including but not limited to the Owner's nominees costs of collection and legal costs calculated on a solicitor and own client basis; or
  - moneys paid by the Owner with the Client's consent in settlement of a dispute that arises or results from a dispute between, the Owner, the Client, and a third party or any combination thereof, over the supply of goods and/or services by the Owner to the Client.

## **I/WE FURTHER ACKNOWLEDGE AND AGREE THAT**

- This Guarantee and Indemnity shall constitute an unconditional and continuing Guarantee and Indemnity and accordingly shall be irrevocable and remain in full force and effect until the whole of moneys owing to the Owner by the Client and all obligations herein have been fully paid satisfied and performed.
- No granting of credit, extension of further credit, or granting of time and no waiver, indulgence or neglect to sue on the Owner's part (whether in respect of the Client or any one or more of any other Guarantor(s) or otherwise) and no failure by any named Guarantor to properly execute this Guarantee and Indemnity shall impair or limit the liability under this Guarantee and Indemnity of any Guarantor. Without affecting the Client's obligations to the Owner, each Guarantor shall be a principal debtor and liable to the Owner accordingly.
- If any payment received or recovered by the Owner is avoided by law such payment shall be deemed not to have discharged the liability of the Guarantor, and the Guarantor and the Owner shall each be restored to the position in which they would have been had no such payment been made.
- This Guarantee and Indemnity shall bind each of the signatories notwithstanding that one or more of the persons named as a "Guarantor" may never execute this Guarantee and Indemnity.
- The term "Guarantor" whenever used in this Guarantee and Indemnity shall, if there is more than one person named as Guarantor, mean and refer to each of them individually and all of them together unless the context otherwise requires, and the obligations and agreements on the part of the Guarantor contained in this Guarantee and Indemnity shall bind them jointly and severally.
- I/We have been advised to obtain independent legal advice before executing this Guarantee and Indemnity. I/we understand that I/we am/are liable for all amounts owing (both now and in the future) by the Client to the Owner.**
- I/we irrevocably authorise the Owner to obtain from any person or company any information which the Owner may require for credit reference purposes. I/We further irrevocably authorise the Owner to provide to any third party, in response to credit references and enquiries about me/us or by way of information exchange with credit reference agencies, details of this Guarantee and Indemnity and any subsequent dealings that I/we may have with the Owner as a result of this Guarantee and Indemnity being actioned by the Owner.
- The above information is to be used by the Owner for all purposes in connection with the Owner considering this Guarantee and Indemnity and the subsequent enforcement of the same.

<b>GUARANTOR-1</b>	
SIGNED: _____	
FULL NAME: _____	
PRESENT ADDRESS: _____	
SIGNATURE OF WITNESS: _____	
NAME OF WITNESS: _____	OCCUPATION: _____
PRESENT ADDRESS: _____	

EXECUTED as a Deed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

<b>GUARANTOR-2</b>	
SIGNED: _____	
FULL NAME: _____	
PRESENT ADDRESS: _____	
SIGNATURE OF WITNESS: _____	
NAME OF WITNESS: _____	OCCUPATION: _____
PRESENT ADDRESS: _____	

EXECUTED as a Deed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

- Note:
- If the Client is a sole trader or partnership the Guarantor(s) should be some other suitable person(s).
  - If the Client is a club or incorporated society the Guarantor(s) should be the president and secretary or other committee member.

**WARNING: THIS IS AN IMPORTANT DOCUMENT. YOU SHOULD SEE YOUR OWN LAWYER OR ADVISOR BEFORE SIGNING IT**

Liftrite Hire & Sales – Terms & Conditions of Trade

Table with 4 columns: Clause Number, Description, Reference, and Notes. The table contains detailed terms and conditions for hire and sales, covering definitions, payment terms, liability, and dispute resolution.