



CREDIT APPLICATION

Business Details	<input type="checkbox"/> Sole Trader		<input type="checkbox"/> Partnership		<input type="checkbox"/> Company (Pty Ltd)		<input type="checkbox"/> Publicly Listed			
	Registered Trust? ¹						<input type="checkbox"/> Yes		<input type="checkbox"/> No	
	Business ACN			Business ABN						
	Trust ABN (if applicable)									
	Full Legal Name			("the Applicant")						
	Trading / Business Name									
	Nature of Business									
	Physical Address									
	Registered Office Address									
	Postal Address									
	Business Phone Number			Business Fax Number						
	Contact Mobile Number & Name									
	Business Email Address									
	Accounts Payable Contact Name									
	Accounts Payable Email Address									
Trade/Group Memberships										
Builders/Trade License #										

Owners / Partners / Directors Details	1) Full Name		DOB						
	Private Address		Owned / Rented						
	Mobile Number		Email						
	2) Full Name		DOB						
	Private Address		Owned / Rented						
	Mobile Number		Email						
	3) Full Name		DOB						
	Private Address		Owned / Rented						
	Mobile Number		Email						
	Are there any other directors of the business not listed above?						<input type="checkbox"/> Yes		<input type="checkbox"/> No

Requested Account Terms	<input type="checkbox"/> 7 days (Event Customers Only) ²	<input type="checkbox"/> 30 Days (Excludes Event Customers)	
Payment Method	<input type="checkbox"/> Credit Card	<input type="checkbox"/> EFT	<input type="checkbox"/> Cheque

¹ Sole Trader & Partnership Applicants using a Trust ABN must supply copy of their Trust Deed with evidence the Trust Deed has been executed

² Event Customers must Sign the Guarantee and Indemnity to be granted a 7 Day Account

All 5 Pages must be returned for Processing



Which Branch(es) Will you be Dealing With	<input type="checkbox"/> All Queensland <input type="checkbox"/> Brisbane <input type="checkbox"/> Cairns <input type="checkbox"/> Gold Coast <input type="checkbox"/> Mackay <input type="checkbox"/> Rockhampton <input type="checkbox"/> Sunshine Coast <input type="checkbox"/> Toowoomba <input type="checkbox"/> Townsville <input type="checkbox"/> Wide Bay Region	<input type="checkbox"/> All NSW <input type="checkbox"/> Sydney <input type="checkbox"/> Albury <input type="checkbox"/> Ballina <input type="checkbox"/> Bathurst <input type="checkbox"/> Coffs Harbour <input type="checkbox"/> Far South Coast Region <input type="checkbox"/> Lower North Coast Region <input type="checkbox"/> Newcastle <input type="checkbox"/> Shoalhaven <input type="checkbox"/> Wagga	<input type="checkbox"/> All Eastern States <input type="checkbox"/> Melbourne <input type="checkbox"/> Canberra <input type="checkbox"/> Tasmania <input type="checkbox"/> North West Tasmania Region <input type="checkbox"/> Launceston	<input type="checkbox"/> Australia Wide <input type="checkbox"/> Perth <input type="checkbox"/> Darwin
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CONDITIONS OF ACCOUNT

1. I/we hereby warrant that I/we have authority to sign this Credit Account Application either as the Applicant or alternatively, on behalf of the Applicant. The Applicant shall be deemed to be the 'Hirer' as that term is defined in the Terms and Conditions of Hire published on the Supplier's website www.tfh.com.au or otherwise available on request ('the Hire Agreement'). By signing this Credit Account Application, I/we warrant that the Applicant has read and agreed to be bound by the Hire Agreement as amended from time to time. If that is not the case, then I/we shall indemnify TFH Hire Services Pty Ltd ACN 128 947 759 as trustee for the TFH Hire Trust ABN 30 063 810 679 ('the Supplier') against any losses incurred as a result of a breach of this warranty, and I/we shall be personally liable as if I/we were the Applicant.

2. The Applicant hereby warrants that the Applicant is solvent and that the Applicant is able to pay all debts when they become due and payable. Furthermore, there are no known steps to place me/us or the Applicant into bankruptcy, liquidation or a winding up.

3. The Applicant hereby acknowledges that any order placed for the hire of products from the Supplier, in the name of any of the business names and/or trading names nominated in this Application (or any subsequently registered business and/or trading names) shall be deemed to be placed by the Applicant.

4. Where the Applicant is applying for credit as a Trustee of a Trust, the individual signing on behalf of the Trustee warrants that:

- The Trustee has been appointed in accordance with the Trust Deed;
- The appointment of the Trustee has not been withdrawn or rescinded; and
- In the event of the Trustee's appointment being challenged or invalidated the person representing the Trustee shall personally assume all liability for all outstanding invoices and products on hire.

5. The Applicant agrees that before providing credit to the Applicant and/or at any time whilst credit is being provided, the Supplier may seek details about the Applicant's financial affairs and trading terms from my/our bank or financial institution, from the trade referees referred to in this Application and/or from a credit agency from whom the Supplier may request a credit report containing personal information about the Applicant regarding commercial credit worthiness to assist in deciding whether to approve this Application for Credit. The Applicant authorises and consents to the Supplier being provided with this information. See the Privacy Policy on the Supplier's website (www.tfh.com.au) regarding our dealings with the personal information sought.

6. The Supplier is committed to protecting your privacy and complying with the Privacy Act 1988 (Cth), the Australian Privacy Principles and the Credit Reporting Privacy Code for the handling of personal information.

7. In accordance with those principles, and with the Supplier's Privacy Policy located at www.tfh.com.au, persons will be given access to their personal information upon request. The Company uses the types of personal information collected to enable it to supply Suppliers with its products and services and for assessing Applications for Commercial Credit, managing accounts and, if necessary, assessing its risk in, and collecting debts.

8. This information may be disclosed to the Supplier's associated or related entities, parties related to the Supplier's employment (e.g. referees and others as set out in the Privacy Policy) contractors, other credit providers, whether or not an account is overdue and, if necessary, its risk insurers, debt collectors and credit reporting agencies. If all or part of the information requested is not provided, the Company may not be able to consider any application or to provide credit facilities.

9. The Applicant acknowledges that the Supplier may accept or refuse this Application and may, if credit is approved, stop credit or amend the amount of credit extended to the Applicant at any time at its sole discretion.

10. The Applicant hereby agrees to pay all accounts within the approved trading terms, which will be advised by the Supplier.

11. The Applicant understands that if I/we fail to conduct our account within the approved trading terms then:

- All credit facilities, current and future may be withdrawn at the Supplier's discretion;
- The Supplier may remove all Equipment from all sites;
- All invoices will become immediately due and payable;
- A late payment fee will be charged for each invoice from the date of default to the date of payment at a flat rate of \$16.50 (inclusive of GST) per month;
- Invoices not paid within 7 days thereafter will be referred for collection;

f) An additional fee will be incurred, payable on demand, for all accounts referred for collection and the Applicant will be liable for all legal fees on a solicitor and own client basis;

g) Any dishonoured payments will incur a fee of \$22.00 (inclusive of GST) payable on demand; and

h) Interest may be charged on the overdue amount at the relevant court's prescribed rate of interest as determined by the Rules and Practice Directions until full payment is made.

12. The Applicant, being the prospective Customer nominated on the Credit Application Form ('the Customer') and the Directors / Partners / Proprietors of the Customer, hereby agree and give express consent to the Supplier making enquiries with any authorised credit reporting agency, as to the credit history, creditworthiness and financial situation of the Customer or me/us personally, and further consent to the use of any information obtained as a result of those enquiries, including information disclosed in the Credit Application, as the Supplier reasonably sees fit from time to time, for purposes including but not limited to:

- assessing whether to approve or deny the Customer's Credit Application;
- passing the information on to a credit reporting agency;
- passing the information on to a debt collector;
- obtaining further personal information, including consumer and/or commercial credit information, relating to any of them from another body for any use reasonably connected with provision of credit or the collection of debt subject to the provisions of the Privacy Amendment (Enhancing Privacy Protection) Act 2012;
- further, that the consent hereby given shall remain in force until all monies owing have been paid in full and the Customer no longer has and open account with the Supplier.

13. In the event that the Applicant's account with the Supplier is overdue or the Applicant is otherwise in default of these the Conditions of Account, I/we warrant to sign all necessary documents to secure a registered charge/mortgage or lodge a caveat over property for payment of overdue fees at the demand of the Supplier ('Charge'). The Charge is conditional upon, and shall only be registrable and enforceable by the Supplier if the Hirer is in default. If the Charge becomes registrable and enforceable by the Supplier, the Applicant shall be liable for all costs associated with registering and enforcing the Charge, including but not limited to legal, administration and lodgement fees.

14. If there is any relevant change in the underlying ownership or control of the Applicant, or a substituted change in the person(s) liable under these Conditions of Account, I/we shall inform the Supplier within 5 business days' of such change.

15. The Applicant acknowledges that an incomplete or amended Application Form will not be considered for approval.

16. The Applicant declares that the information provided in this Application is true and correct.

17. The Terms and Conditions of Hire/Hire Agreement' referred to herein shall apply to the exclusion of all other terms and conditions which may purport to be imposed or imported by the Hirer/Customer in any Purchase Order, Order Confirmation or any other documentation provided by the Hirer/Customer, unless such additional terms have expressly been agreed to in writing by the Supplier/Owner.

TFH HIRE SERVICES PTY LTD STANDARD TERMS & CONDITIONS

1.0 HIRING AGREEMENT- GENERAL DEFINITIONS

"Owner" means TFH Hire Services Pty Ltd ACN 128 947 759 as trustee for the TFH Hire Trust ABN 30 063 810 679 the owner of the equipment and referred to as the Supplier in the Credit Application, if any).

"ACL" means Australian Consumer Law.

"Amount Owing" means all amounts owing by the Hirer to the Owner pursuant to the agreement.

"Buildings" means site sheds and other related products hired to the Hirer pursuant to the Hire Agreement.

"Claims" means any claim for loss, damages, personal injuries, death and expenses (including legal fees on a solicitor and own client basis) arising from any breach or liability.

"Consumer" means the definition as defined in section 3 of the Australian Consumer Law (hereafter referred to as "ACL") pursuant to the Competition and Consumer Act 2010.

"Equipment" means the equipment specified in the Hire Contract including, but not limited to, fencing, panels, crowd control barriers, mesh, braces, ground bars, extensions, scrim, gate wheels, shadecloth/weed mats, star pickets, barb wire, dog proofing, corflute, handrails, event flooring, gates, water barriers, portable toilets, site sheds and other accessories hired to the Hirer.

"Fencing" means all fencing including mesh fencing, hoarding, prestige fencing and other fencing accessories hired to the Hirer pursuant to the Hire Agreement.

"Hire Agreement" means the contractual agreement between the Owner and the Hirer in relation to the hire of equipment and includes the Hirer's Credit Application, any Guarantee, any variations and alterations to these Terms and Conditions.

"Hire Period" means the term of hire of the equipment as stipulated in the clause. It includes weekends and Public Holidays.

"Hirer" means the individual, business, company or other legal entity (including any employees or agents) that hires equipment from the Owner pursuant to the Hire Agreement. This person or entity is referred to as the Applicant in their Credit Application (if any). The Hirer may be referred to as he, she or it but all of those references mean the Hirer.

"PPSA" means the Personal Property Securities Act 2009 (Cth) and regulations.

"Site" means the premises provided by the Hirer as the delivery address for the equipment to be installed, delivered or ex works address supplied.

"Toilet" means all portable toilets and related products hired to the Hirer pursuant to the Hire Agreement.

1.1 ACKNOWLEDGEMENT:

The Hirer acknowledges that he is not relying upon the skill or judgement of, or any representation made by, or on behalf of the Owner, in respect to the equipment or its performances. The Hirer acknowledges that he was under no duress or coercion nor offered any inducement to enter into the Hire Agreement.

2.0 TERMS OF TRADE & DEFAULTS

2.1 Payment terms for hire of the equipment are cash on delivery (COD) unless the Hirer has obtained an approved account with the Owner (ABN holders only). If the Hirer is paying COD by cash or cheque, the Hirer MUST provide the Owner with the details of a valid credit/debit card (that the Hirer is authorised to use) including the number, name of holder, expiry and security code or the equipment CANNOT be hired. By accepting the hire of the equipment pursuant to these terms and conditions, the Hirer expressly authorises the Owner to debit from the credit/debit card all monies due and payable but not paid which relate to the hire of the equipment. The authority granted by the Hirer to directly debit the Hirer's credit/debit card pursuant to this clause shall remain in force from the date of this Agreement until the date this Agreement is terminated or the hire of the equipment is complete. If the Hirer's credit/debit card details change throughout the hire period the Hirer must notify the Owner of the new details and continues to authorise the Owner to debit any monies from the new credit/debit card. A 2% credit card surcharge is applicable.

2.2: Payment terms for hire of the equipment for event customers only are by the Hirer obtaining an approved 7 day event account (including the directors guarantee) with the owner OR by paying 50% up-front costs prior to commencing any work on site and the remaining 50% costs plus any further amounts for any additional stock at the completion of the on site event installation.

2.3 Upon receipt of an invoice, the Hirer must object to any incorrect charges within 24 hours or is deemed to accept the amount charged without further recourse.

2.4 If the Hirer fails to pay the account within the terms of trade specified in this hire agreement, the Owner reserves the right to charge a late payment fee for each invoice from the date of default to the date of date of payment at a flat rate of \$16.50 (inc GST) per month. The owner reserves the right to change this fee at any time without further notice. Further, interest on the overdue amount will, at the Owner's discretion, be charged at the relevant court's prescribed rate of interest per month until the full amount is paid. Once a matter is referred to a debt collection service the Hirer will be liable for an additional fee of \$165.00 (inc GST) payable on demand.

3.0 TERM OF EQUIPMENT HIRE



3.1 The full costs of the original hire period will be charged upon commencement of the hire and will be due and payable as per the account terms in clauses 2.1-2.4.

3.2 The Hirer agrees and acknowledges that at all times the equipment is and remains the property of the Owner and in all circumstances the Owner retains title to the Equipment (even if the Hirer goes into liquidation or becomes bankrupt during the Hire Period). At no time will the equipment be deemed to be a fixture. During the period of hire, the Hirer shall not sell, lease, pledge, assign, transfer, part with possession of or deal with the equipment in a manner which may affect, directly or indirectly, the Owner's Ownership of the equipment.

3.3 Once the original hire period on this contract has expired it will be deemed to still be on hire and a new rehire account for a minimum of 1 month will be issued until the Hirer notifies the Owner in writing to terminate the contract. Rehire rates are subject to change without notice. The equipment remains the responsibility of the Hirer until removed from site by the Owner.

4.0 EQUIPMENT HIRE

4.1 The Hirer warrants that at all times it will use the Owner's equipment properly and in a safe, lawful and skilful manner strictly in accordance with all laws, only for its intended use. The Hirer further warrants to obtain all permits required to satisfy all legislation including but not limited to planning, environmental, health and safety laws. Failure to comply with clause 4.1 will result in additional charges. The Hirer indemnifies the Owner against all claims for loss and damage at all times.

4A FENCING & RELATED PRODUCTS

4.A1 It is a condition of the Owner that the Owner's signs shall be placed on a minimum of every third panel for insurance and advertising purposes. These signs are not to be damaged or defaced. The Hirer must not remove or conceal the signs as it must remain evident at all times that the equipment belongs to the Owner. The Hirer shall be responsible for the costs of cleaning, repairing or replacing lost or damaged signs.

4.A2 Damage Waiver Insurance is chargeable at 10% of the fence hire costs. This covers mesh infill damage only. All other damaged/missing/stolen equipment will incur a charge determined by the Owner and payable by the Hirer.

4.A3 Any modification and/or addition to the equipment by the Hirer must be suitably braced and authorised in writing by the Owner, prior to being attached to any of the Owner's products.

4.A4 The Hirer acknowledges that they or their representative have received fencing installation instructions. Upon collection fencing must be in the original installation position and accessible, or appropriate charges will apply.

4.A5 Upon completion of the hire, if the equipment is not returned in good, clean workable order, then the Hirer shall be liable for the costs of cleaning and repairs.

4B TOILETS & RELATED PRODUCTS

4.B1 The Hirer acknowledges that they or their representative have received instructions on the use of the toilet.

4.B2 Toilets will be serviced on a fortnightly basis. The Hirer must ensure the Owner has access to the equipment for servicing and maintenance at all times. Should the toilet not be accessible for service or additional services are requested, an additional charge will be applicable at a rate determined by the Owner.

4.B3 Cleaning of a toilet that has been knocked down or over turned incurs an additional fee.

4.B4 The toilet is to remain in the original installation position at all times. If the toilet is to be repositioned on the site, this shall only be carried out by the Owner at the Hirer's cost. The equipment is not to be moved by any other person.

4.B5 If the toilet is damaged, then the Hirer must notify the Owner immediately and cease usage of the toilet until the Owner has repaired the damage. All toilets must be serviced and emptied prior to being moved, transported or returned.

4.B6 Any graffiti, paint splatter or concrete splatter on the toilet will result in a cleaning fee determined by the Owner.

4.B7 Upon completion of hire, if the equipment is not returned in good, clean workable order, then the Hirer shall be liable for the costs of cleaning and repairs.

4C BUILDINGS & RELATED PRODUCTS

4.C1 The Hirer shall:

- Ensure a level, clear, defined and accessible site.
- Arrange connection of any applicable services the Hirer requires.
- Obtain all necessary approvals and clearances from Councils and other Statutory Authorities.
- Comply with all relevant Building Laws, Standards and Practices.
- Arrange tie downs as required – note that tie downs incur extra cost.
- Ensure the owner has access to the equipment for servicing and maintenance at all times.

4.C2 The Hirer is responsible for all costs associated with the delivery and return of the Equipment.

4.C3 Upon completion of hire, if the equipment is not returned in good, clean workable order, then the Hirer shall be liable for the costs of cleaning and repairs.

5.0 DAMAGE TO EQUIPMENT & MISSING EQUIPMENT

5.1 The Hirer shall at all times keep the equipment in good working order and condition and will not in any way repair or alter the equipment without the prior written consent of the Owner. The Hirer shall be responsible for any loss or damage to the equipment for any reason whatsoever, except damage which is caused by reasonable wear and tear. It is agreed that during the period of hire, the whole or part of the cost or replacement of, or repair to the equipment will be charged to the Hirer at a rate specified by the Owner.

5.2 Any missing or damaged equipment will remain the property of the Owner at all times. Missing equipment will be deemed as stolen property and a police report may be filed by the Owner or Hirer.

5.3 Once it has been established by the Owner that there is missing/damaged/stolen equipment, an invoice will be issued for the cost of that equipment or the damage. The Owner will reserve the right to charge on

going monthly re-hire amounts for the equipment until such time as the missing/damaged equipment invoice has been paid in full. Any subsequent recovery of the missing/stolen equipment will not mitigate any prior invoice charged for this missing/stolen equipment.

5.4 If the hire equipment is, or is at risk of, being exposed to hazardous substances then the Hirer must notify the Owner immediately and shall be liable for the costs of decontaminating the equipment. If the equipment cannot be decontaminated then the Hirer shall be responsible for the costs of replacing the equipment.

5.5 Any person or company found with stolen property will be prosecuted.

6.0 DELIVERY, INSTALLATION AND REMOVAL

6.1 The equipment is hired to the delivery address advised by the Hirer and is not transferable to any other site or Hirer. The equipment must at all times be used in accordance with applicable laws.

6.2 Cancellation of an order will, at the Owner's discretion, be denied if the Owner has taken specific steps to satisfy that specific order.

6.3 Prior to installation, it is the responsibility of the Hirer to inform the Owner about the position of any services or obstacles on the site that may hinder the installation process. However, upon delivery, the Hirer acknowledges that the Owner may need to alter the position of the equipment not in accordance with the Hirer's instructions if there are any obstacles e.g. pipes or services not previously disclosed.

6.4 If the Hirer requests the installation of additional equipment (which will incur additional charges) or the removal of some equipment prior to the expiration of the Hire Period, then there will be a further additional charge for the installation or partial pickup.

6.5 If there is any delay in the delivery or removal of equipment and such a delay is beyond the control of the Owner or at the fault of the Hirer, additional charges may, at the Owners sole discretion be calculated for the duration of the delay.

6.6 If the Hirer wishes to reposition the equipment on the site, they must request this variation in writing providing the Owner with details of the intended location and the Owner shall arrange to attend the premises to move the equipment at an additional cost payable by the Hirer.

6.7 It is a condition of the Owner that all equipment installed, serviced and dismantled from site will be photographed as proof of action. The Hirer should be aware that these photographs may be used at the Owners discretion. If the Hirer has any objection to this clause they must notify the Owner in writing within 24 hours. The Hirer's failure to do so shall constitute an acceptance of this usage.

6.8 Should accessibility to the site be more difficult on dismantle of the equipment as opposed to the installation, a labour charge will be applicable at a rate determined solely by the Owner and a separate invoice will be issued.

6.9 If the Hirer wishes to return the equipment before the end of the Hire Period the Owner will provide the Hirer with an Offhire Code and will arrange for the removal at the earliest opportunity. The Hirer will remain liable for all hire amounts and any other charges payable to the Owner for the entire hire period as per the Hire Agreement. The equipment shall remain the responsibility of the Hirer until it has been removed from the site.

6.10 The Hirer shall have a representative attend upon collection of all equipment, whether at the completion of the Hire Period or by termination of the agreement, to supervise the count of the equipment and sign the same out. When the Hirer does not provide a representative to supervise the collection of the equipment the Hirer must accept all counts taken by the Owner.

6.11 If an Off hire Code is provided but the Owner is unable to gain access to the equipment, the date for the Offhire Code will be extended to the date that the Owner can access the equipment for removal or dismantle. The Hirer will be liable for rehire costs up to that date.

7.0 STATUTORY LIABILITY

7.1 The Hirer shall inspect the equipment within twenty-four (24) hours of installation/delivery and immediately notify the Owner in writing of any objection to or defect in the equipment. The Hirer's failure to do so shall constitute an acceptance of the equipment "as is" and a deemed acknowledgement that the equipment is in good repair and condition, of an acceptable quality, is fit for the purpose of supply, is safe, is durable, is free from defects and the quantity installed is correct. Upon timely receipt of a notice of legitimate objection or defect, the Owner shall be liable to the Hirer if the Hirer is deemed to be a "Consumer" pursuant to section 3 of the ACL in the Competition and Consumer Act 2010 then the equipment is provided with guarantees that cannot be excluded under the Act. The Owner guarantees that the equipment is of an acceptable quality fit for the purpose of supply.

7.2 In no event shall the Owner be responsible for any loss of, or damage to property, or death, or injury to persons caused by the equipment, arising out of the use thereof during the period of hire and the Hirer shall indemnify the Owner from and against all claims which may be made against the Owner for damages or otherwise, in respect of or arising directly or indirectly out of any loss, damage, death or injury whatsoever caused directly or indirectly by or arising directly or indirectly out of the use of any equipment whilst on hire to the Hirer which indemnity shall extend to and include all costs and expenses incurred by the Owner in investigating and / or defending any such claim with all legal fees to be paid on a solicitor and own client basis.

7.3 Unless otherwise agreed, the Owner does not warrant that the equipment will not be affected by extreme weather conditions or other factors beyond their control. In the event of extreme weather conditions or an unforeseen event, which causes the equipment to move, the Hirer will be charged a fee determined by the Owner to relocate or repair the equipment.

8.0 TERMINATION BY THE OWNER

8.1 The Owner may notwithstanding the specified period of hire and notwithstanding any waiver of the same previous default forthwith terminate the agreement and repossess the equipment in any of the following events:

- If the Hirer shall commit or permit any act or thing whereby the Owner's rights in the equipment may be prejudiced.
- If the Hirer should become or be made bankrupt or make arrangement or composition with his creditors, or in the case of a Hirer being a limited company should an order be made or a resolution for the winding up of such company.

(c) If the Hirer commits any breach of this agreement or fails to pay any monies when monies are due.

(d) If a third party makes a claim

8.2 On termination, the Owner reserves the right to enter into, or upon any premises where the equipment may be, without notice and without prejudice to the rights of the Owner:

- to remove all equipment belonging to the Owner regardless of payment status; and/or
- to recover from the Hirer any monies owing under this agreement or for damages for breach.

The Owner is entitled to demand the immediate payment for all outstanding invoices and damages for breach. The Hirer shall indemnify the Owner in respect of all claims, damages or expenses arising from any action taken under this clause. Legal costs will be payable on a solicitor and own client basis.

9.0 PERSONAL PROPERTY SECURITY ACT

9.1 For the avoidance of any doubt, the security interest(s) created by this agreement in favour of the Owner constitutes security interests pursuant to the Personal Property Securities Act 2009.

9.2 Waiver

a. A waiver of any provision or breach of this agreement by the Owner must be made by an authorised officer of the Owner in writing. This consent refers to that breach only and does not cover any future breaches of the same, similar or any nature. A waiver of any provision or breach of this agreement by the Hirer must be made by the Hirer's authorised officer in writing.

b. The Hirer waives its rights it would otherwise have under the PPSA. Under section:

- 95 to receive notice of intention to remove an accession;
- 118 to receive notice that the Owner intends to enforce its interest in accordance with land law;
- 121(4) to receive a notice of enforcement action against liquid assets;
- 130 to receive a notice to dispose of goods;
- 132(2) to receive a statement of account following disposal of goods;
- 132(4) to receive a statement of account if no disposal of goods for each 6 month period;
- 135 to receive notice of any proposal of the Owner to retain goods;
- 137(2) to object to any proposal of the Owner to retain or dispose of goods;
- 142 to redeem the goods;
- x) 143 to reinstate the security agreement; and
- (xi) 157(1) and 157 (3) to receive a notice of any verification statement.

10.0 VARIATIONS OR WAIVERS

Variations or waivers shall only be effective if written consent is obtained by both parties.

10.1 HIRERS WARRANTIES

11.1 Execution: Any person signing any document pertaining to (and including) this Hire Agreement including but not limited to any amendments, variations and additional conditions warrants that they are expressly authorised to sign such an agreement with the Owner on the Hirers behalf thus binding the Hirer, and that if this is not the case, then the person signing agrees to indemnify the Owner against all losses as if the signatory were the Hirer.

11.2 Security: The Hirer warrants to sign all necessary documents to secure a registered charge or mortgage or lodge a caveat over their property for payment of overdue fees on demand by the Owner and, should this occur then the Hirer shall be responsible for all costs and charges associated with those transactions.

12. DISPUTE RESOLUTION

12.1 If there is any dispute between the parties to the Hire Agreement or the Hirer wishes to make a claim, the Hirer must notify the Owner in writing of the dispute in question or details of the claim within 7 days from the date the dispute or claim arose. Once the 7 days has lapsed the Hirer is precluded from bringing an action or making a claim.

12.2 Within 14 days Representatives of the Hirer and the Owner shall meet at the premises of the Owner in an attempt to resolve the dispute.

13.0 SEVERABILITY

If any part of this Agreement becomes null and void then that part shall be severed and the remaining parts of the agreement shall continue to operate and bind the parties.

14.0 LAW AND JURISDICTION

14.1 This Agreement is governed by the law of Queensland and the Parties submit to the exclusive jurisdiction of the courts in Brisbane. A Party will not object to that forum for any reason.

14.2 Nothing in this Hire Agreement is intended to exclude, limit, restrict, alter or modify any terms, conditions, warranties or guarantees that cannot be excluded by law. These terms and conditions are incorporated into any quote, invoice, agreement, statement, variation or other written agreement supplied by the Owner to the Hirer. These terms and conditions supersede any other agreements, arrangements or understandings, including any conditions contained in the Hirer's own purchase order or agreement, terms and conditions, applications or correspondence, whether in writing or oral. Any failure by the Owner to enforce any clause of this Agreement will not be construed as a waiver of the owner's rights under this agreement.

15.0 CHANGES TO TERMS & CONDITIONS

15.1 The Owner may amend these Terms & Conditions at any time by publishing the amendments on the website www.tfh.com.au or otherwise notifying the Hirer.

15.2 The Owner has the right at any time and without notice to modify, alter or add to the Terms and Conditions of this Agreement.

15.3 The amended Terms & Conditions will apply to any hire of equipment from the time the amendment is published. This will not affect the validity or enforceability of the agreement between the Owner and the Hirer.



Signed for and on behalf of the Applicant

Dated this [] Day Of [] 20 []

Signature [] Name []
Title [] Must be an authorised representative of the Business

Signature [] Name []
Title [] Must be an authorised representative of the Business

GUARANTEE AND INDEMNITY

Full Legal Name []
Trading / Business Name []
Guarantor's Full Name(s) []
Guarantor's Address []

CONDITIONS ATTACHING TO CREDIT ACCOUNTS

The terms and conditions set out in this form will apply to credit extended by TFH Hire Services Pty Ltd ACN 128 947 759 as Trustee for the TFH Hire Trust ABN 30 063 810 679 (hereinafter referred to as the 'Supplier').

DEFINITIONS

- (a) "Equipment" means all products hired out by TFH Hire and its associated entities, all accessories and associated products hired to the Applicant and includes any cost of restitution for damaged or lost hire goods and any ancillary services provided by the Supplier.
(b) Supplier means TFH Hire Services Pty Ltd and its assigns and successors or any of its related companies or associated businesses and their assigns and successors from whom goods are hired or purchased on account.
(c) Applicant means the party/parties making the Credit Application.
(d) Singular words include the plural and vice versa and where there is more than one Guarantor they shall be bound jointly and severally.

CONFIDENTIAL PERSONAL GUARANTEE AND INDEMNITY

In consideration of the Supplier hiring equipment to the Applicant at the Applicant's request:

- 1. I/We will indemnify the Supplier against any loss, costs, charges and expenses of any nature which it might incur as a result of any default of the Applicant.
2. I/We will undertake to pay on demand to the Supplier all outstanding monies due and owing or unpaid to the Supplier now or at any time in the future for equipment which has been supplied or may be supplied by it from time to time.
3. Both my/our indemnity and my/our Guarantee are continuing security and will not be affected:
a. If the Supplier:
i. Grants any extension of time or any other indulgence to the Applicant;
ii. Refuses further credit to the customer Applicant;
iii. Varies the terms of the Applicant's account which may include an increase in costs for the equipment or the arrangements between the Supplier and the Applicant are changed in any other way (even if this increases my/our liability under this guarantee and indemnity);
b. By the release of any of the Guarantors or if this guarantee is unenforceable against any one or more guarantors;
c. If any payment by the Applicant is later avoided by law due to insolvency or other factors.
4. I/We agree that my/our liability will not be affected or diminished in any way if my/our position changes including (but not limited to) by death, incapacity or retirement. If by death, liability vests in the estate.
5. I/We agree that each application for credit made by the Applicant to any of you as the Supplier shall be deemed to have been accepted from the date of the first invoice to the Applicant and without further notice to me/us this agreement shall immediately have effect as an agreement under seal between me/us and each of you which becomes a Supplier.
6. This guarantee and indemnity extends to credit given to the Applicant in the future by a company which is not now, but is then a related body corporate of TFH Hire Services Pty Ltd and its assigns and successors and may in such case be enforced by TFH Hire Services Pty Ltd and any of its assigns or successors.
7. This guarantee may only be withdrawn by giving the Supplier fourteen (14) days' notice in writing by Registered Mail, but will continue in force with respect of all debts incurred by the Customer up to the date of receipt of the notice as evidenced by the Australia Post Registered Mail notification.
8. I/We agree that before providing credit to the Applicant, the Supplier may seek from a credit agency a credit report containing personal information about me/us to assist in deciding whether to accept me/us as a guarantor for the customer. I/We authorise and consent to the Supplier being provided with this information.
9. For the purpose of securing the obligation and liabilities entered into under this guarantee, I agree to conditionally charge with the due and punctual payment and the complete performance of securing the obligations and liabilities, all my legal and equitable interest (both present and future) of whatsoever nature held in any and all real property ("the Charge"). The Charge granted herein shall be conditional and contingent on this Guarantee and Indemnity becoming enforceable by the Supplier against the Guarantor. Subject to the Charge becoming unconditional and enforceable, I hereby consent to the Supplier lodging a caveat or caveats noting its proprietary interest as chargee hereunder. I agree to execute any documents and do all such things as may be required by the Supplier to affix such security upon demand by the Supplier.



I /We have read and hereby accept the above conditions of this Guarantee and Indemnity.

Dated this		Day Of		20	
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Guarantor's Signature		Name	
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Witness' Signature		Name	
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Guarantor's Signature		Name	
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Witness' Signature		Name	
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Guarantor's Signature		Name	
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Witness' Signature		Name	
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All Pages must be returned for Processing

Credit Assessment (Office Use Only)

ABN Lookup	<input type="checkbox"/> Attached		Veda Report	<input type="checkbox"/> Attached
Approved By		Signature		Date
Terms Granted	<input type="checkbox"/> 7 days (Event Customers Only)		<input type="checkbox"/> 30 Days From End of Month	
Rejected By		Signature		Date
Entered By / Notified		Signature		Date