



MILTOM Pty Ltd T/A Classic Hire
 ABN: 64 659 011 140 ACN: 659 011 140
 PO Box 386 Hamilton Hill WA 6963
 P: (08) 9433 3175
invoices@classichire.net.au

CUSTOMER ACCOUNT APPLICATION FORM

COMPANY INFORMATION:

Company or Business Name:			
Trading Name:			
Is Your Business a Trading Trust?	NO <input type="checkbox"/>	YES <input type="checkbox"/>	If YES, "Trusts" information below must be completed
ABN:		ACN:	
Address:			
Postal Address:			
Phone:		Fax:	
Type of Business:	<input type="checkbox"/> PUBLIC CO.	<input type="checkbox"/> PTY LTD CO.	<input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> SOLE TRADER
What does your company do?:			
Registered Office:			
Date Established:		Website:	
Monthly Estimated Spend: (note: this is not a credit limit)			

TRUSTS:

Trustee Name:	ABN (if applicable):
Discretionary/Family Trust Name:	ABN (if applicable):
Is your Business entitled to reimbursement for debts out of the Trust Assets? YES <input type="checkbox"/> NO <input type="checkbox"/>	

DIRECTORS (OR PROPRIETORS) DETAILS:

	Full Name:	Address:	Phone:	D.O.B
1				
2				
3				
4				

BANKING & TRADE REFERENCES: (at least 3 within the last 12 months)

Bank:	Branch:	Phone:	Fax:
Company Name:		Phone:	Email:
1			
2			
3			



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SALES/SITE CONTACT: (If more than one address, please attach details)

Contact Name:	
Address:	
Phone:	Fax:
Email:	
Mobile:	

ACCOUNTS PAYABLE INFORMATION:

Contact Name:	
Address:	
Phone:	Fax:
Email:	
Please select how you would like your invoices and statements sent:	
Invoices: Post <input type="checkbox"/> Email <input type="checkbox"/> Email Address:	
Statements: Post <input type="checkbox"/> Email <input type="checkbox"/> Email Address:	
Are Purchase Order Numbers Used? <small>(supply of such numbers are the client's responsibility)</small> YES <input type="checkbox"/> NO <input type="checkbox"/>	
When is your Month End Close Off? <small>(the working day by which we must supply invoices to be processed in time)</small>	

PLEASE NOTE:

If Certificates of Currency confirming adequate insurance coverage as set out in Clause 13.7 of the Term's & Condition's are not provided with this application or prior to invoicing, Classic Hire will assume you elect not to insure the Plant & Equipment and the LTD Waiver will be charged automatically on each invoice as a percentage of the total hire charge.

Retrospective credits will not be processed where proof of insurance is provided to Classic Hire subsequent to the commencement of the hire.

Please refer to Clause 13 - **Loss, Theft, Damage Waiver (LTD Waiver)** for further information including limitations.

Certificates of Currency supplied: YES NO



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GUARANTEE:

I/We being Director(s) and or Guarantor(s) of the above Company, request Classic Hire ('the Owner') to enter into rental agreements from time to time with the Company, and in consideration of the Owner so doing I/We (jointly and severally) unconditionally guarantee to the Owner the due payment by the Company of all moneys payable to the Owner by the Company and the due performance by the Company of all its obligations under such rental or sale agreements to the intent that should the Company default I/We shall pay such moneys and all losses or damages to the Owner on demand. I/We (jointly and severally) unconditionally and irrevocably agree to indemnify and keep indemnified the Owner against loss, damage, cost and expenses whatsoever which the Owner may suffer or incur as a result of any default on the part of the Company in relation to its obligations under any rental agreements. This guarantee is continuing and irrevocable until the whole of the Company's obligations have been paid or satisfied, and shall not be affected in any way by the Owner granting time, credit or any indulgence to the Company. This guarantee and indemnity shall bind My/Our personal representatives.

Dated this	Day of	20
Guarantor(s) Signature:	Name (print):	
Guarantor(s) Signature:	Name (print):	
Witness Signature:	Name (print):	

ACCEPTANCE OF TRADING TERMS AND CONDITIONS:

The information provided above is true and correct in every respect. I/We are authorised to execute the application and agree to all Classic Hire Standard Trading Terms and Conditions as provided with the application and available on the Classic Hire website, and consent to Classic Hire seeking information from another credit provider or credit reporting agency about my consumer credit worthiness in relation to an application for commercial or consumer credit.

Dated this	Day of	20
Authorised Signatory:	Name (print):	
Authorised Signatory:	Name (print):	

OFFICE USE ONLY:

Date Received:	References Checked	<input type="checkbox"/>
Finance Manager Signature:	Date:	
Certificates of Currency supplied:	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Certificates of Currency approved:	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Approved Credit Limit: \$	Trading Terms:	
Customer Set up in Point Of Rental:	<input type="checkbox"/>	
Customer Set up on PPSR:	<input type="checkbox"/>	
Letter of Approval Sent to Customer:	<input type="checkbox"/>	
Accounts Manager Notified:	<input type="checkbox"/>	

CLASSIC HIRE Terms and Conditions of Hire

1. Definitions and Interpretation

1.1. Definitions

In these terms and conditions, unless the context otherwise appears:

- (a) **Business Day** means a day (other than a Saturday, Sunday or public holiday) on which banks are generally open for business in Perth, Western Australia;
- (b) **Classic Hire** MILTOM Pty Ltd trading as Classic Hire ABN: 64 659 011 140, who is the owner of the Equipment described in the Hire Contract;
- (c) **Commencement Date** means the commencement date of the Hire Period as set out in the Hire Contract;
- (d) **Equipment** means the equipment and goods, and any part thereof, described in the Hire Contract, together with any attachment, accessory and instruction/maintenance manual or record relating to the equipment;
- (e) **Goods** means "goods", including "inventory" that is "goods", within the meaning of section 10 of the PPSA;
- (f) **Hire Contract** means the Hire Contract executed between the Hirer and Classic Hire and includes these terms and conditions and any applicable Classic Hire customer account application (credit form);
- (g) **Hire Fee** means the payments and charges referred to in Clause 4 for an amount as set out in the Hire Contract;
- (h) **Hire Period** means the period of hire specified in the Hire Contract;
- (i) **Hirer** means the party or parties expressed in the Hire Contract and described as the customer (and where more than one, each and all of them) and, in the case of individual, his executor and administrators and, in the case of the company, its successors;
- (j) **Obligation** means any obligation or obligations of the Hirer to Classic Hire, whether unsecured, secured but not by PMSI, or secured by a PMSI;
- (k) **PMSI** means a purchase money security interest within the meaning of section 14 of the PPSA;
- (l) **PPS Register** means the Personal Property Securities Register established under Chapter 5 of the PPSA;
- (m) **PPS Regulations** means the Personal Property Securities Regulations 2010 (Cth).
- (n) **PPSA** means the Personal Property Securities Act 2009 (Cth);
- (o) **Special Conditions** means any conditions agreed to by the Hirer and Classic Hire, as specified or noted on the Hire Contract.
- (p) **LTD Waiver** means Loss, Theft and Damage Waiver and is charged as part of the Hire agreement as set out in Clause 13.

Initials: _____

1.2. Interpretation

In these terms and conditions:

- (a) the singular includes the plural and the plural includes the singular;
- (b) All terms which appear in quotation marks and which are defined in the PPSA have the same meaning in that clause as they do in the PPSA;
- (c) anything required to be done on a day that is not a Business Day, may be done on the next Business Day;
- (d) a reference to a person includes a natural person, corporation, partnership, association or other legal entity;
- (e) a reference to legislation includes that legislation as amended or modified or reenacted;
- (f) examples and use of the word including and similar expressions do not limit what else may be included; and
- (g) a reference to a provision or clause means a provision or clause in these terms and conditions.

2. Formation of Agreement

Classic Hire agrees to hire the Equipment to the Hirer in accordance with the Hire Contract and these terms and conditions. These terms and conditions shall not bind Classic Hire unless and until the Hire Contract has been accepted and signed by the Hirer.

3. Agreement to Hire

3.1 The hiring of the Equipment will commence from the Commencement Date specified in the Hire Contract and continue for the Hire Period.

3.2 The Hirer is entitled to use the Equipment for the Hire Period. Classic Hire must agree to any Extension of the Hire Period in writing.

4. Payment for Rental

4.1 The Hirer agrees to pay Classic Hire the Hire Fee specified in the Hire Contract for the Equipment for the Hire Period including any applicable GST, stamp duties, tolls, fines, penalties, levies or freight and other charges relevant to the Hire Contract.

4.2 The Hire Fee must be paid to Classic Hire prior to or on the Commencement Date. Equipment not returned on time and in accordance with the Hire Contract will be subject to a continuance of the agreed Hire Fee until return is complete.

4.3 A cancellation fee may be charged by Classic Hire where Equipment has been reserved by booking and the Hirer cancels the booking without reasonable notice or fails to take delivery of the Equipment.

4.4 Classic Hire may charge the Hirer a fee for accepting payment by credit card.

4.5 Any expenses or legal costs (including commission payable to a commercial agent) incurred as a result of the failure of the Hirer to pay any charges when due, will be borne by the Hirer.

4.6 The Hirer agrees to the above apportionment of costs by authorizing to have the credit card debited by Classic Hire.

Initials: _____

5. Use, operation and maintenance

5.1 The Hirer agrees that the use of the Equipment carries with it dangers and risks of injury and the Hirer agrees to accept all dangers and risks.

5.2 The Equipment shall not be used by anyone other than the Hirer without the express permission of Classic Hire.

5.3 The Hirer will ensure that all persons operating or erecting the Equipment are instructed in its safe and proper use and where required hold a valid Certificate of Competency or are fully licensed to use it.

5.4 The Hirer agrees to operate, maintain, store and transport the Equipment strictly in accordance with any instruction provided by Classic Hire and with due care and diligence.

5.5 The Hirer agrees that the Equipment will only be used for its intended purpose and in accordance with any manufacturer's instructions and recommendations whether supplied by Classic Hire or posted on the Equipment in regard to its operation, maintenance and storage.

5.6 The Hirer agrees to comply with all occupational health and safety laws and regulations relating to the use of the Equipment and associated operations.

5.7 The reasonable costs of fuel or other consumables provided by Classic Hire and used by the Hirer are to be paid to Classic Hire at the completion date.

5.8 The Hirer may not modify the Equipment without Classic Hire's prior written consent. If the Hirer modifies any of the Equipment without Classic Hire's prior written consent, then the Hirer must pay to Classic Hire all costs incurred by Classic Hire in restoring the Equipment to the condition it was in before the unauthorised modification.

6. Hirer's Warranties and Covenants

6.1 (Warranties) The Hirer warrants that:

- (a) the Equipment will be used in accordance with the conditions outlined in the Hire Contract;
- (b) the particulars in the Hire Contract are correct in every respect and are not misleading in any way including, without limitation, by omission;
- (c) the Hirer holds a valid current driver's licence, operating licence or permit valid for the type of Equipment hired;
- (d) the Equipment will not be used for any illegal purpose;
- (e) the Hirer's vehicle is suitable for towing the Equipment if required;
- (f) the Hirer will not, without prior written consent of the Classic Hire, tamper with, repair or modify the Equipment in any way, or permit another to do so.

6.2 (Covenants) The Hirer agrees that the Equipment:

- (a) complies with its description, is in merchantable condition upon delivery to the Hirer and is fit for the Hirer's purpose; and
- (b) has been received by the Hirer in clean and good working order.

Initials: _____

7. Indemnity

7.1 To the full extent permitted by law the Hirer releases, discharges and indemnifies Classic Hire from all claims and demands on Classic Hire arising out of or consequent on the use or misuse of the Equipment during the Hire Period.

7.2 Without limiting clause 6.1 of these terms and conditions, the Hirer agrees that to the full extent permitted by law, no warranties are given by Classic Hire in respect of the Equipment.

7.3 Any liability of Classic Hire pursuant to any warranty which cannot be excluded by law will not exceed either the cost of repairing the Equipment or the cost of resupplying the Equipment, at the discretion of the Classic Hire.

8. Personal Property Security

8.1 (Charge) Classic Hire may register and maintain a "security interest" on the PPS Register in the Equipment and the proceeds arising in respect of any dealing in the Equipment.

8.2 (Registration) The Hirer must do all things (including provide Classic Hire with all details and information) that are necessary or desirable to enable Classic Hire to register a "financing statement" or "financing change statement" under the PPSA with respect to any "security interest" which the Hire Contract creates, give rise to, or provides for.

8.3 (Possession) Notwithstanding any other provision of the Hire Contract, the Hirer is not entitled to possession of the Equipment until any Security Interest (including a PMSI) is (to Classic Hire's satisfaction) "perfected" by "registration" on the PPS Register. Until such time, Classic Hire may retain possession of any or all of the Equipment.

8.4 (Application of payments) Classic Hire may apply amounts received in connection with the Hire Contract to satisfy obligations secured by a "security interest" contemplated or constituted by the Hire Contract in any way Classic Hire determines in its absolute discretion.

8.5 (Exclusions and waivers) The following apply with respect to each and every Security Interest:

(a) PPSA ss 95, 121(4), 125, 129(2) and (3), 130, 132(3)(d), 132(4) and 135 are excluded to the full extent permitted by law;

(b) the Hirer waives all rights under the PPSA to receive any notice (including the right to notice of a "verification statement" provided by PPSA s 157); and

(c) to the full extent permitted by law, Classic Hire need not give to the Hirer any notice required under the PPSA.

8.6 (Disclosure) To the extent permitted by the PPSA (including, without limitation, PPSA s275), Classic Hire and the Hirer agree that neither party will disclose any information of a kind mentioned in PPSA s 275(1), or respond to any request made under PPSA s 275(1), without the prior written consent of the other party.

Initials: _____

9. Security for Performance

9.1 (Default) If the Hirer defaults in making any payment, or performing any Obligation, owed under the Hire Contract or if Classic Hire's interest in the Equipment may be at risk, then (to the full extent permitted by law) the Hirer irrevocably authorises Classic Hire to (at any time and on its own behalf or as the Hirer's agent and attorney);

(a) do all things reasonably necessary to re-take possession or control of any or all of the Equipment until the default or risk is remedied. Without limiting this authority, the authority includes the authority to enter upon any property at which Classic Hire reasonably believes any or all of the Equipment to be located; and/or

(b) to terminate the Hire Contract and/or sue for recovery of any damages or charges or loss suffered by Classic Hire; and/or

(c) to cancel any insurances effective in respect of the Equipment.

9.2 The Hirer irrevocably indemnifies Classic Hire against all loss or liability whatsoever incurred by Classic Hire in the reasonable exercise of its rights under this clause 9 (including, without limitation, any liability to any third party for trespass or for damage to property occasioned).

9.3 For the purposes of PPSA s 109(1)(c), the parties acknowledge and agree that the payment and performance of the Hirer's Obligations under the Hire Contract are (without limitation) secured by this clause 10.

10. Sub-Hire

10.1 The Hirer must not lease, hire, bail or otherwise transfer possession of any of the Equipment to any third party ("Sub-Hire") unless all of the following are satisfied:

(a) the Hirer obtains Classic Hire's prior written consent (which may be withheld in Classic Hire's absolute discretion and subject to any terms and conditions Classic Hire thinks fit);

(b) every "security interest" arising under or in respect of the Sub-hire is enforceable, "perfected" by "registration" and is otherwise effective under the PPSA;

(c) the Hirer provides, to Classic Hire's satisfaction, evidence of the preceding paragraph

(d) being fully satisfied (including, without limitation, a copy of any "verification statement" confirming the registration of any security interest referred to in the preceding paragraph (c)).

10.2 The hirer irrevocably indemnifies Classic Hire for any loss whatsoever that Classic Hire suffers as a result of the Hirer breaching this clause 10.

10.3 To secure the due, punctual and complete payment of all amounts, and the performance of all obligations, owed by the Hirer to Classic Hire under the Hire Contract, the Hirer grants to Classic Hire a charge over all of the Hirer's right, interest, benefit and entitlement under the following:

(a) any current or future "chattel paper" respecting any of the Equipment (other than the Hire Contract); and

(b) any current or future agreement or dealing by which the Hirer leases, hires, bails or otherwise transfers possession of any of the Equipment, or assigns its rights in respect thereof, to any third party (whether or not in accordance with this clause 10).

Initials: _____

11. Loss, damage or breakdown of Equipment

11.1 The Hirer will be responsible for any loss or damage to the Equipment irrespective of how the loss or damage occurred, except for fair wear and tear, during the Hire Period.

11.2 The Hirer is liable for the payment of the new list price of any Equipment not returned to the Classic Hire.

11.3 If there is a breakdown or failure of the Equipment the Hirer shall notify the Classic Hire immediately for the appropriate action to be taken.

12. Insurance

12.1 Classic Hire will maintain current insurance policies in respect of the Equipment to its full insurable value.

12.2 The Hirer during the Hire Period will effect and maintain at its expense;

(a) a policy of insurance providing indemnity for physical loss, including theft and/or damage to the Equipment for the full new replacement value of each item of Equipment, including whilst in transit; and

(b) a public liability policy and workers compensation policy in the usual terms which provides indemnity with respect to the operation of the Equipment and injury or death of the operator to a limit of indemnity of at least \$20,000,000.

13. Loss, Theft, Damage Waiver (LTD Waiver)

13.1 The LTD Waiver is not an insurance cover, but is an agreement between the Owner and the Hirer to limit the Hirer's liability (in certain circumstances) for loss, theft or damage to the Plant & Equipment including its tools, accessories and/or any attachments set out in the Hire contract.

13.2 The Hirer is responsible for theft, loss and damage to all Plant & Equipment including its attached tools and accessories while on hire.

13.3 The Hirer is responsible for the costs of new replacement or repairs to such Plant & Equipment of which will be charged to the Hirer

13.4 Where the LTD Waiver has been paid by the Hirer, the Owner will waive the right to claim against the Hirer for loss, theft or damage of the Plant & Equipment (including attached tools and accessories) if:

(a) The Hirer promptly reports the incident to the Police and provides the Owner with a written police report;

(b) The Hirer has paid the LTD Waiver;

(c) The loss or damage was not incurred due to negligence by the Hirer;

(d) The loss or damage was not caused by fire, storm, collision, accident, theft or burglary and providing adequate precautions have been taken by the Hirer to safely secure the Plant & Equipment.

13.5 Upon payment of the LTD Waiver fee, the Hirer will pay in addition to, for any loss, theft or damage to Plant & Equipment:

(a) \$500.00 or the full new replacement cost of the Plant & Equipment (if the replacement cost is less than \$500.00); or

(b) 10% of the full new replacement value (if the Plant & Equipment is lost, stolen or damaged beyond repair) or repair costs (if the Plant & Equipment can be repaired), whichever is greater.

Initials: _____

13. Loss, Theft, Damage Waiver (LTD Waiver) cont..

13.6 In addition to the LTD Waiver fee, the Owner will not waive the right to claim against the Hirer for loss, theft or damage to the Plant & Equipment if the loss, theft or damage:

- (a) has arisen due to the Hirer's negligent use of the Plant & Equipment;
- (b) is caused due to the Plant & Equipment being used to violate any laws, regulations or by-laws;
- (c) is caused to tyres or tubes;
- (d) is caused to glass, mirror or windscreen breakage;
- (e) is caused by overloading the Plant & Equipment or its components, including exceeding rated capacity, misuse and failure to maintain;
- (f) is caused by exposure to any corrosive substances including caustic substances, salt water, acid, etc;
- (g) is to accessories, tools, hoses or similar;
- (h) is due to lack of lubrication or other normally required servicing procedures of the Plant & Equipment;
- (i) is to the Plant & Equipment whilst it is located, loaded, used, unloaded, transported on or over water, wharves, bridges or vessels of any kind;
- (j) is during transport, except where transported by the Owner;
- (k) is to motors or other electrical appliances or devices caused by electrical overload, including use of under rated or excessive lengths of extension leads on electrical equipment;
- (l) has been caused by collision with bridges, trees or any other overhead structures or objects due to insufficient clearance;
- (m) is caused by vandalism;
- (n) is caused due to wrongful conversion of Plant & Equipment and/or any of its components including any tools and accessories;
- (o) is due to contravening the conditions of this hire agreement;
- (p) is due to unexplained disappearances of the Plant & Equipment and/or any of its components including tools and accessories.

13.7 The Hirer can decline to pay the LTD Waiver if the Hirer produces a Certificate of Currency for an appropriate policy of insurance that covers loss, theft or damage to the Plant & Equipment for the duration of the hire for an amount agreed to by the Owner and is not less than the full replacement cost of the Plant & Equipment. The Hirer will still be responsible for any and all excess and any other costs associated with the Hirer's insurance. The Hirer is also responsible for any and all shortfalls to repairs and replacement costs under the Hirer's insurance along with any loss or Hire income as a result of not being able to hire the Plant & Equipment.

14. Liability

The Hirer will assume all risks and liabilities for, and in respect of, the Equipment and for all injuries to or deaths of persons and any damage to property howsoever arising from the Hirer's possession, use, maintenance, repair, storage or transport of the Equipment.

Initials: _____

15. Disclaimer

To the full extent permitted by law Classic Hire disclaims all liability for and does not give any warranties to the Hirer as to the condition of the Equipment. Where any legislation implies a term, condition or warranty in the Hire Contract that may not be contracted out of, such term, condition or warranty will be included in the Hire Contract to the minimum extent possible.

16. Title to Equipment

Classic Hire shall at all times remain the owner of the Equipment. The Hirer may not acquire any right, title or interest whatsoever in the Equipment whether by virtue of the Hire Contract, payment of any amount in respect of the Equipment, or anything else whatsoever. The Hirer may use the Equipment as bailee only.

17. Expiry of Term

17.1 The Term of hire shall expire on the earlier of the following:

- (a) The date the Equipment is returned to Classic Hire's premises;
- (b) The date on which the Hire Contract is terminated in accordance with clause 17; or
- (c) The date agreed for collection by Classic Hire.

17.2 The Hirer agrees to return the Equipment to the address of Classic Hire as outlined in the Hire Contract, on or before the end of the Hire Period.

17.3 The Equipment must be returned to Classic Hire in the same condition as when it was hired on the Commencement Date and shall ensure the Equipment is returned to the Classic Hire clean of all foreign matter or agrees to a reasonable cleaning fee being charged by the Classic Hire.

17.4 Where collection is agreed, Classic Hire will arrange to collect the Equipment within a reasonable period after a request to do so and will issue the Hirer with a collection number.

17.5 The Hirer agrees to maintain and accepts responsibility for the Equipment whilst the Equipment is awaiting collection.

18. Termination

18.1 The Hire Contract will terminate immediately upon;

- (a) Classic Hire notifying the Hirer of a breach of any term of the Hire Contract;
- (b) Classic Hire notifying the Hirer of default in accordance with clause 9.1(b);
- (c) The Hirer becomes bankrupt or insolvent, executes a personal insolvency agreement, enters into liquidation, comes under external administration, goes into receivership or ceases to carry on business.

18.2 Classic Hire may terminate the Hire Contract for any other reason by 48 hours notice.

Initials: _____

19. Severance

If any provision of the Hire Contract including these terms and conditions becomes void or unenforceable for any reason, then that part will be severed and all remaining parts will continue in full force.

20. Governing Law

The laws of the State of Western Australia govern the Hire Contract and each party submits to the exclusive jurisdiction of the Court of that State.

21. Privacy Policy

Classic Hire will comply with the National Privacy Principles in all dealings with the Hirer's Information and Classic Hire's privacy policy is available on request.

22. Disputes

Both Classic Hire and the Hirer agree that any disputes arising from the Hire and use of the Equipment (except in regard to payment of fees or charges) shall be negotiated with a view to settlement with the assistance of the Hire and Rental Industry Association Limited (Tel 02 9997 5166) before litigation is pursued.



Classic Hire

SUPPORTING CUSTOMERS BY HIRING RELIABLE EQUIPMENT TO SUIT THEIR NEEDS

www.classichire.net.au

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