

## SITE SAFE CREDIT APPLICATION

- Site Safe (Vic) Pty. Ltd. ACN 004 874 015 ABN 97 421 317 464  
 Site Safe (Qld) Pty. Ltd. ACN 150 602 645 ABN 94 150 602 645

This application for a commercial credit account is made to the following companies (each of which is referred to in the application as "Site Safe") [please tick (v) below the relevant company with which trading is sought]

Applicant's Full Name("the Applicant")

ABN: ACN:

Phone: Fax:

Registered Office Address:

City: State: Postcode:

Postal Address:

City: State: Postcode:

Type of Entity (tick)  Company  Sole Trader  Partnership  Trustee

### Account Receivable Details

Account Contact:

Phone: Fax:

Address:

City: State: Postcode:

Email:

### Staff Authorized to order SITE SAFE products

Name:

Email: Position: Phone:

Name:

Email: Position: Phone:

Name:

Email: Position: Phone:

### CREDIT REFERENCES

Company Name: Phone:

Company Name: Phone:

Company Name: Phone:

## TERMS AND CONDITIONS OF CREDIT APPLICATION

### Application

1. The Applicant hereby applies to establish a credit facility with Site Safe and agrees to be bound by Site Safe's terms and conditions of hire in use at the time an order is placed. The Applicant acknowledges by its execution of this application that it is familiar with Site Safe's current terms and conditions of hire.
2. The information provided by the Applicant in this credit application is confidential and is supplied for the purpose of establishing and maintaining a credit account with Site Safe.
3. In the case of an Applicant:
  - (a) which is a company, all directors of the Applicant; or
  - (b) which is a partnership, all partners comprising the partnership;agree that the terms of clauses 4, 5, 6, 7 and 8 apply to each director and partner (as the case may be) of the Applicant.

### Privacy Act

4. The Applicant acknowledges that Site Safe by this clause informs the Applicant that, under section 18E(8)(c) of the *Privacy Act* ("the Act") Site Safe is allowed to give a credit reporting agency personal information about this credit application. The information which may be given to an agency is covered by section 18E(1) of the Act and includes:
  - Identity particulars as permitted by the Privacy Commissioner's determination issued under section 18E(3);
  - The fact that the Applicant has applied for credit and the amount of credit applied for;
  - The fact that Site Safe is a current credit provider to the Applicant;
  - Details of payments which become more than 60 days overdue and for which collection action has commenced;
  - Advice that payments are no longer overdue;
  - In specified circumstances, advice that, in the opinion of Site Safe, the Applicant has committed a serious credit infringement;
  - Advice that credit provided to the Applicant by Site Safe has been paid or otherwise discharged.
5. The Applicant acknowledges and agrees that if Site Safe considers it relevant to assessing its application for commercial credit, Site Safe may obtain from a credit reporting agency, a credit report containing personal credit information about the Applicant in relation to commercial credit provided by Site Safe.
6. The Applicant acknowledges and agrees that Site Safe may at any time receive from a credit reporting agency a credit report containing personal information about the Applicant in relation to overdue payments.
7. The Applicant agrees that Site Safe may give information about the Applicant's credit arrangements to and seek information about the Applicant's credit arrangements from any credit provider named in the credit application, any credit provider named in a credit report issued by a credit reporting agency and any existing, previous or future supplier of goods to the Applicant or any related entity of the Applicant (as defined in the Corporations Act). The Applicant understands that this information can include details concerning the Applicant's credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to give or receive from each other under the Act.
8. The Applicant authorises its bank, accountant and trade references to release information to assist Site Safe in considering this application.

### Cancellation

9. The Applicant acknowledges that Site Safe in its absolute discretion may cancel without notice or suspend all credit trading facilities granted to the Applicant.

### Declaration of Solvency and Warranty

- 10.1 The Applicant declares that as at the date of this credit application the Applicant is solvent and able to pay its accounts according to normal trading terms.
- 10.2 The Applicant warrants that the information contained in this application is true and correct.
- 10.3 The Applicant must advise Site Safe in writing if his business address changes or (if the Applicant

is a corporation) if any of its directors resign or if any new directors are appointed within 7 days of such change occurring.

- 10.4 Subject to clause 10.5, if the Applicant sells its business it will remain liable for all orders made on its account until it notifies Site Safe in writing of the sale of its business.
- 10.5 If the Applicant enters a fixed term contract with Site Safe it will remain liable for the payments due under the contract until the end of the term. If the new owner of its business enters an agreement with SITE SAFE to make those payments then it will be jointly and severally liable with the new owner for those payments.

## Payments

- 11 Payment terms are strictly as advised to the Applicant at the time the credit account is opened unless otherwise agreed. Each invoice provided to the Applicant by Site Safe for goods or services supplied must be paid within 14 days after the date of the invoice.
- 12 Unless otherwise stated all of Site Safe prices are exclusive of GST. Site Safe will issue a tax invoice to the Applicant and the Applicant must reimburse Site Safe for any GST payable by it on each taxable supply it makes to the Applicant.
- 13 If the Applicant fails to pay any amount it owes to SITE SAFE by the due date then, in addition to any other rights SITE SAFE may have, it may charge daily interest on the outstanding amount at the rate 2% higher than the rate from time to time fixed by the *Penalty Interest Rates Act 1983* (Vic).

## Charge over real estate and over personal property

- 14.1 In consideration of SITE SAFE considering the Applicant's application for credit the Applicant charges the interest the Applicant has now or in the future either solely or jointly or as tenant in common in any real estate and in all present and after acquired personal property to secure the repayment of any amount the Applicant owes to SITE SAFE from time to time.
- 14.2 The Applicant acknowledges SITE SAFE's right pursuant to the security hereby given to lodge a caveat on any real estate in which the Applicant has such an interest and the Applicant further acknowledges that the security interest granted to SITE SAFE in respect of personal property is capable of registration pursuant to the *Personal Property Securities Act 2009* ("PPSA"). The Applicant further acknowledges that the security interest will continue until SITE SAFE gives a final release in relation to the secured goods.
- 14.3 The Applicant acknowledges that SITE SAFE will take all necessary steps to register its security interest under the PPSA, and hereby consents to SITE SAFE doing so. The Applicant further undertakes to promptly provide any information and do all things as required by SITE SAFE to enable SITE SAFE to perfect its security interest in the goods.
- 14.4 The Applicant further agrees to pay SITE SAFE's legal costs (calculated on an indemnity basis) of and incidental to the security hereby given and its subsequent discharge.

## Guarantee, Indemnity & Charge

16. This Application incorporates the attached Guarantee, Indemnity & Charge.

**Interpretation**

- 17.1 A statement by SITE SAFE or signed by any person duly authorised from time to time by SITE SAFE shall be conclusive evidence that the amount stated therein is owing by the Applicant to SITE SAFE except to the extent of any demonstrable error.
- 17.2 This application for credit shall be read and construed in accordance with the laws of the State of Victoria and both SITE SAFE and the Applicant agree to submit to the jurisdiction of the courts and tribunals of that State.

The Applicant agrees that it is bound by the above terms.

DATED this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

**Signed for the Applicant by:**

Surname \_\_\_\_\_

Full Given Names \_\_\_\_\_

Residential address \_\_\_\_\_

D.O.B \_\_\_\_\_

Driving Licence No \_\_\_\_\_

Title: \_\_\_\_\_

TelNo: ( ) \_\_\_\_\_

X \_\_\_\_\_

Signature

.....  
Name

.....  
Position

X \_\_\_\_\_

Witness Signature

.....  
Witness Name (in block letters)

.....  
Date

By signing, I confirm that I am authorized to sign on behalf of the applicant

**FAX BACK ALL PAGES ON 03 8363 1901 OR EMAIL [SALES@SITESAFE.COM.AU](mailto:SALES@SITESAFE.COM.AU)**

**OFFICE USE ONLY**

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.....APPROVED/REJECTED ..... ACCOUNT NO .....

DATE ..... CREDIT LIMIT .....