

# COMMERCIAL CREDIT APPLICATION



Centenary Hire Pty Ltd trading as  
**CENTENARY HIRE**  
PO Box 3373  
Darra Qld 4076  
ACN: 121 250 780 ABN: 32 121 250 780

**Accounts**  
p. 07 3715 9755  
e. accounts@centenaryhire.com.au

1. Is the application for an individual person or a company?

☐ **Individual / Sole Trader** Go to point 2.

☐ **Company** Go to point 6.

## INDIVIDUAL

2. Full Name: \_\_\_\_\_ ☐ Nominate your full name (2.) or the

3. Business Name: \_\_\_\_\_ ☐ business name (3.) as your  
preferred account name. ☒

4. Driver Licence No.: \_\_\_\_\_ 5. D.O.B.: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
(attach photocopy of Driver Licence.)

Go to point 10.

## COMPANY

6. Company Name: \_\_\_\_\_ ☐ Nominate the company name (6.)

7. Trading Name: \_\_\_\_\_ ☐ or the trading name (7.) as your  
preferred account name. ☒

8. Director/s: \_\_\_\_\_

9. D.O.B.: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

## REGISTRATIONS

10. ACN: \_\_\_\_\_ 11. ABN: \_\_\_\_\_

## CONTACT DETAILS

12. Street Address: \_\_\_\_\_

Post Code: \_\_\_\_\_

13. Postal Address: \_\_\_\_\_

(if different from above.)

Post Code: \_\_\_\_\_

14. Phone: \_\_\_\_\_ 15. Fax: \_\_\_\_\_

16. Web Address: \_\_\_\_\_

17. Contact Name: \_\_\_\_\_ 18. Mobile: \_\_\_\_\_  
(For Accounts Payable.)

19. Email Address: \_\_\_\_\_  
(For Accounts Payable.)

20. Contact Name: \_\_\_\_\_ 21. Mobile: \_\_\_\_\_  
(For Account Administration, if different from above.)

22. Email Address: \_\_\_\_\_  
(For Account Administration, if different from above.)

## FURTHER DETAILS

23. Nature of Business: \_\_\_\_\_

24. Time in Business: \_\_\_\_\_

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25. Trade References: a. \_\_\_\_\_ p. \_\_\_\_\_  
f. \_\_\_\_\_  
b. \_\_\_\_\_ p. \_\_\_\_\_  
f. \_\_\_\_\_  
c. \_\_\_\_\_ p. \_\_\_\_\_  
f. \_\_\_\_\_

26. Currently or in the past, are / have any persons listed been declared bankrupt? \_\_\_\_\_

27. Currently or in the past, has the company had external administration appointed? \_\_\_\_\_

28. Is an order number required to obtain hire equipment?

No ☐

Yes. Verbal is sufficient. ☐

Yes. Must be written. ☐

29. Are people in your employ authorised to use this account?

No ☐

Yes, all. ☐

Yes. Only the following people. ☐

Mobile: \_\_\_\_\_

Mobile: \_\_\_\_\_

Mobile: \_\_\_\_\_

30. How did you become aware of Centenary Hire?

Word of mouth ☐

Yellow Pages ☐

Internet search ☐

Flyer / Advertisement ☐

Centenary Hire Rep ☐

Other: \_\_\_\_\_

### TO COMPLETE THE APPLICATION PLEASE READ & SIGN THE:

1. COMMERCIAL CREDIT AGREEMENT CENTENARY HIRE

2. CENTENARY HIRE TERMS & CONDITIONS

3. PRIVACY ACT DECLARATION CENTENARY HIRE

## COMMERCIAL CREDIT APPLICATION

### COMMERCIAL CREDIT AGREEMENT CENTENARY HIRE

The Hirer and Centenary Hire Pty Ltd (ACN 121 250 780) trading as Centenary Hire ("Centenary") agree that any credit provided by Centenary to the Hirer will be provided on the following terms.

1. The maximum amount of credit that will be provided is as specified in the Schedule below.
2. The Hirer promises that all the information given by the Hirer to Centenary is true and correct and that the directors named in the credit application are all the directors of the Hirer.
3. The Hirer will hire the Equipment from Centenary on the Centenary Hire Terms and Conditions which are part of this document ("**Terms and Conditions**"), and upon any terms that may appear on Centenary's delivery documentation, invoices and/or account documentation from time to time (**Account Documentation**) which are incorporated in and form part of this Commercial Credit Agreement.
4. If there is any inconsistency between the Terms and Conditions and the Account Documentation, the Terms and Conditions will apply.
5. If the Hirer does not pay any amount payable to Centenary by the due date Centenary can exercise all of its rights in this Commercial Credit Agreement including cancelling further credit and taking legal action.
6. The Hirer will notify Centenary in writing of any changes of ownership of the Hirer with seven days from the date of the change and indemnifies Centenary against any loss or damage incurred by it as a result of the Hirers failure to notify it of any change.
7. In addition to its rights under the Terms and Conditions, Centenary may cancel further credit at any time.

Credit Limit applied for:

\$

(Total account balance ie: this may include two billing cycles.)

#### SCHEDULE

Maximum credit that will be provided by Centenary	\$20,000.00
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## **CENTENARY HIRE TERMS & CONDITIONS**

### **1. DEFINITIONS**

In this agreement:

- 1.1 "Centenary" means Centenary Hire Pty Ltd (ACN: 121 250 780) trading as Centenary Hire.
- 1.2 "Hirer" means the person, business or corporation specified overleaf hiring the Equipment from Centenary;
- 1.3 "Equipment" means all equipment, plant, tools, accessories, parts and motor vehicles supplied to the Hirer and specified overleaf.

### **2. INSPECTION**

The Hirer has inspected the Equipment prior to taking possession of the Equipment and is:

- 2.1 satisfied that the Equipment is clean, in good repair and in safe working order;
- 2.2 aware of the proper use for which the Equipment is designed and is satisfied that it is suitable for the purpose required;
- 2.3 satisfied with the instructions given in the proper and safe manner of using the Equipment and is familiar with its proper and safe use.

### **3. USE OF EQUIPMENT**

The Hirer agrees that the Equipment is to be used:

- 3.1 in a skilful and proper manner and for the purpose and within the capacity for which it was designed;
- 3.2 for legal purposes and in a legal manner and the Hirer will comply at its own expense with requirements of all government authorities and relevant legislation;
- 3.3 at the address provided by the Hirer, and the Equipment is only to be removed from this address for the purpose of returning it to Centenary;
- 3.4 by the Hirer or suitably competent employees or, with the approval of Centenary, by a suitably competent, certified or licensed operator in accordance with any manuals, operating instructions or safety advices provided with the Equipment, and the Hirer must ensure that such matters are brought to the attention of anyone operating the Equipment.

### **4. PERIOD OF HIRE**

The period of Hire will commence from either:

- 4.1 the commencement date and time as shown overleaf; or
  - 4.2 the time when the Equipment is delivered to the Hirer at the address specified overleaf whichever is the earlier; and will terminate;
  - 4.3 the time when the Equipment is returned to Centenary; or
- the time the Hirer notifies Centenary that the Equipment is ready for collection. Such notification will be deemed to have been properly given only when the Hirer has received an off hire number from a member of the Hire Desk of Centenary.

The period of hire will terminate on the event of 4.3 or 4.4, whichever is the later. Notification by the Hirer that the Equipment is ready for collection and the receipt by the Hirer of an off hire number, will not relieve the Hirer for liability for the Equipment until it is collected by Centenary. Centenary will collect the Equipment within 48 hours of being requested to do so by the Hirer and issuing an off hire number to the Hirer.

### **5. RETURN OF EQUIPMENT AND TERMINATION**

- 5.1 The Hirer must return the Equipment to Centenary during regular business hours.
- 5.2 All equipment returns are subject to a final inspection by the Centenary workshop for loss or damage.
- 5.3 Centenary may terminate this agreement at its sole discretion and the Hirer authorises Centenary and representatives to enter without notice upon such land as may be necessary to recover the Equipment.

### **6. HIRING CHARGES**

The Hirer must pay the hire charges at the rate and in the manner specified during the hire period. The Hirer schedule of rates may be subject to alteration by mutual agreement between the Hirer and Owner if the agreed period of hire is altered in any way by the Hirer.

### **7. LATE RETURN**

If the Equipment is not returned at the end of the hire period, the Hirer will be charged an additional rate for each extra hour or part thereof.

### **8. DELIVERY, INSTALLATION AND COLLECTION**

If the Hirer requests Centenary to deliver, install or collect the Equipment, the Hirer agrees to pay to Centenary all of Centenary's reasonable expenses occurred in complying with this request in

addition to the hire charges. These expenses may include costs due to any delay incurred, or additional labour performed due to the Hirer's failure to prepare the site.

**9. UNLOADING AND LOADING EQUIPMENT**

9.1 The Hirer is responsible for dismantling Equipment before it is collected by Centenary.  
If an employee of Centenary assists in the loading, unloading or dismantling of the Equipment the Hirer agrees to indemnify Centenary for any property damage or personal injuries in relation to this assistance whether or not due to negligence. If Centenary is required to dismantle the Equipment before collecting it, the Hirer must pay Centenary's reasonable expenses of doing this.

9.2 The Equipment will be delivered to a place with vehicle access, and the hirer must make it available for collection at the same place with vehicle access.

**10. EQUIPMENT MAINTENANCE AND TYRE DAMAGE**

11. The Hirer agrees to:  
10.1 keep and maintain the Equipment in a clean condition and good repair and working order;  
10.2 service the Equipment in a skilful and proper manner and to supply all oil and grease necessary for operation of the Equipment at its own expense or, if the Hirer cannot service the Equipment, contact Centenary to service the Equipment, in which case Centenary may charge reasonable expenses for this service;  
10.3 supply all fuel necessary for the operation of the Equipment at its own expense;  
10.4 repair or replace damaged tyres; and  
10.5 give Centenary access to the Equipment for inspection at any reasonable time without Centenary giving prior notice.

**11. EQUIPMENT FAILURE**

If Equipment becomes unsafe or in a state of disrepair, the Hirer agrees to immediately discontinue use of the Equipment and to notify Centenary immediately. The Hirer must not attempt to repair the Equipment without the consent of Centenary and will immediately return the Equipment to Centenary's premises if required to do so by Centenary. If the failure is caused by reasonable wear and tear and for no other reason

including the Hirer's negligence or misuse, Centenary agrees, in its discretion, to:

11.1 repair the Equipment within a reasonable time;  
11.2 make similar Equipment available, or  
11.3 adjust the rental charge.

Centenary will in no circumstances be liable for any loss sustained by the Hirer.

**12. ACCIDENT**

The Hirer must immediately notify Centenary of any accident involving the Equipment.

**13. DAMAGE AND LOSS**

13.1 If the Equipment is not returned in good repair and working order (fair wear and tear excepted), Centenary may at its absolute discretion charge the Hirer for all reasonable costs of restoring the Equipment to good repair and working order, or replacement cost for Equipment which cannot reasonably be repaired.

13.2 The Hirer will be liable for the cost of replacement of Equipment lost or stolen while in its possession. The Hirer agrees to advise Centenary immediately of loss, theft or damage.

**14. CLEANING**

If the Equipment is not returned in a clean condition, Centenary may at its absolute discretion charge the Hirer for all reasonable costs of cleaning the Equipment.

**15. NO INSURANCE**

The Hirer acknowledges that the Equipment is not insured by Centenary while it is on hire.

**16. PAYMENT**

Payment is due and payable at the end of the hire period or at the end of a calendar month, whichever occurs first. Hire, delivery, collection or other charges where applicable are payable on strictly cash terms. Payments must be finalised immediately upon return of the Equipment. Any deposit paid, or credit or debit card provided by the Hirer, may be used by Centenary in payment of any hire or other charges payable under this agreement. Where credit is extended terms are cash 30 days from date of statement.

**17. FINANCIAL COLLECTION COSTS**

The Hirer must pay all costs of collection or legal proceedings brought to recover any amounts outstanding after the end of the hire period on an indemnity basis.

**18. PURCHASE ORDER**

The use of Hirer's purchase order number on this contract is for the Hirer's convenience and identification only. Absence of a purchase order number will not be grounds for non payment of rental charges when the Hirer has had possession, or the right to possession, of the Equipment.

**19. HIRER MUST NOT DEAL WITH EQUIPMENT**

Centenary may assign its rights under the contract without the Hirer's permission but will remain bound by its terms. The Hirer must not allow any lien to be created over the Equipment nor sell, transfer, sublease, mortgage or charge the Equipment and will indemnify Centenary against any losses or expenses incurred as a result of its loss of possession of the Equipment for any of these reasons.

**20. STAND DOWN**

If the Hirer wishes to stand down an item of Equipment the Hirer must phone Centenary each day on the day stand down is required and seek a stand down number from Centenary who will have the discretion to refuse the stand down and require the Equipment to be returned forthwith or made available for collection. Any stand down will commence from the time permission is granted to the Hirer by Centenary. A reduced rate of 50% of the normal daily rate may apply at the sole discretion of Centenary.

**21. EXCLUSION OF WARRANTIES**

This contract contains no express or implied warranties other than those which appear in this agreement. No warranty is given that the Equipment is suited for its intended use. The Hirer warrants that it has made its own independent inspection and has not relied on any representations by Centenary.

**22. INDEMNITY**

The Hirer agrees to accept full responsibility for all claims in respect of any injury to persons, loss of productivity or loss or damage to property, arising out of the delivery, servicing, storage, possession, use or failure of the Equipment during the hire period whether or not due to the negligence of Centenary, its employee or agent or any other person and agrees to indemnify Centenary with respect to these claims.

**23. CALCULATION OF CHARGES**

23.1 Charges are based on time out not time used.

23.2 One day's hire is for eight hours work in twenty four.

23.3 One week is seven consecutive days including weekends and holidays.

23.4 Extra days are charged at 1/5th of the weekly rate.

23.5 Payments to be made under this agreement have been calculated exclusive of any GST or duty, and the Hirer agrees to pay Centenary any GST or duty payable in relation to the hire of the Equipment.

**24. GENERAL**

24.1 The provisions of this contract are severable, so that the invalidity, unenforceability, or waiver of any of the provisions will not affect the remaining provisions.

24.2 The law relating to this agreement will be the law of the State of Queensland and the parties submit to the non-exclusive jurisdiction of the Queensland courts.

24.3 All payments to Centenary will be made without set-off, deduction or counterclaim.

## COMMERCIAL CREDIT APPLICATION

### PRIVACY ACT DECLARATION CENTENARY HIRE

The Hirer ("**the Applicant**") has made an application for credit from Centenary Hire Pty Ltd (ACN 121 250 780) trading as Centenary Hire ("**Centenary**").

Centenary may use personal information provided by the Applicant for the purpose of providing credit and direct marketing of products and services offered by Centenary or an organization Centenary is affiliated with or represents.

The Applicant agrees that Centenary (or any other person who provides or has any interest in the credit) can do any of the following at any time:

Seek and use commercial and consumer credit information about the Applicant to assess an application for consumer credit or commercial credit.

Seek and use a credit report about the Applicant from a credit reporting agency to collect overdue payments.

Seek from and use or give to another credit provider any information about the Applicants' credit worthiness, credit standing, credit history or credit capacity.

Give to a credit reporting agency personal or commercial information about the Applicant including (but not limited to) information such as identity particulars, details of the credit applied for and given, overdue payments or any other credit infringements, payment history, details of the action taken by Centenary to recover amounts outstanding, details of any dishonoured cheques, and/or confirmation that the amount outstanding has been paid or otherwise discharged.

Provide information to any person who proposes to guarantee or has guaranteed repayment of any credit provided to the Applicant.

Disclose personal information about the Applicant to organisations involved in providing credit to the Applicant, or any other associate, or contractor, including for example, stationery printing houses, mail houses, lawyers, accountants etc.

The Applicant authorises Centenary or its agents to make such enquiries and take up such references, as it considers necessary in relation to the Applicants credit application.

The Hirer confirms having read and understood this Commercial Credit Agreement which encompasses "Commercial Credit Agreement Centenary Hire", the Terms and Conditons of hire outlined in the "Centenary Hire Terms & Conditons" and the Privacy Act Declaration contained in "Privacy Act Declaration Centenary Hire".

The Hirer confirms its agreement to this Commercial Credit Agreement with Centenary by signing below.

Full Name / Director (as per Commercial Credit Application)	Signature	Date
		/ /
Full Name / Director (as per Commercial Credit Application)	Signature	Date
		/ /
Full Name / Director (as per Commercial Credit Application)	Signature	Date
		/ /