

Hiredepot Pty Ltd

ACN 118 177 790 ABN 45 118 177 790

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HIRE DEPOT**APPLICATION FOR COMMERCIAL CREDIT**

The Customer described in this document (**Customer, you**) applies to Hiredepot Pty Ltd (ACN 118 177 790) (**Supplier, we, us**) to hire Equipment on credit on the terms set out in this document.

Please ensure you have completed all parts of this document before you submit your application. *A failure to complete any part of this document, or to sign this document, may result in delays in processing your application or its rejection.*

Customer Details						
Operating Structure:	<input type="checkbox"/> Sole Trader	<input type="checkbox"/> Partnership	<input type="checkbox"/> Private Co.	<input type="checkbox"/> Public Co.	<input type="checkbox"/> Trust	<input type="checkbox"/> Other
Name of Entity / Trustee:						
Trading Name (if any):						
Trust Name (if a trust):						
ACN (if applicable):		ABN:				
Previous Business (if any):						
Business Address:						
Postal Address:						
Business Telephone:		Business Email Address:				
Date Business Commenced:		Nature of Business:				
Email Invoice and Statement:	Yes <input type="checkbox"/> No <input type="checkbox"/>	Email Address for Invoices / Statements:				
Accounts Payable Contact:		Email Address for accounts payable contact:				
Telephone No for accounts payable contact		Purchase Order Required?	Yes <input type="checkbox"/> No <input type="checkbox"/>			
Credit Details						
Estimated Monthly Spend:						
Details of Sole Trader / Directors / Partners						
Full Name:						
Mobile No.:						
Email Address:						
Residential Address:						
Full Name:						
Mobile No.:						
Email Address:						
Residential Address:						
<i>Please attach a list if there are additional partners or directors. Please provide a copy of the driver's licence (front and back) for each of the above-named persons.</i>						



Authorised to Hire List

Name	Contact Number	Position

Trade References (Three Required)

Business Name:		Telephone No.:	
Contact Person:		Email Address:	
Business Name:		Telephone No.:	
Contact Person:		Email Address:	
Business Name:		Telephone No.:	
Contact Person:		Email Address:	

Declaration and Execution

Each signatory to this document warrants that they, on behalf of the Customer:

- need only sign this document if they are seeking to trade on credit terms;
- have read, understand, and agree to the [Privacy Statement](#);
- have read, understand, and agree to the [Credit Facility Terms](#);
- have read, understand, and agree to the [Terms and Conditions of Hire](#), which may be found at <https://www.hireddepot.com.au/terms-and-conditions/> or upon request by email to accounts@hireddepot.com.au;
- acknowledge and agree that this document is an agreement incorporating each of the above documents ([Credit Application](#)); and
- have had the opportunity to obtain independent legal advice prior to signing this Credit Application and (if applicable) the Deed of Guarantee and Indemnity and have either obtained that advice or chosen not to obtain it.

Declaration of Purpose for Which Credit is Sought

I/We declare that the credit sought by the Customer from the Supplier is to be applied wholly or predominantly for business purposes or investment purposes other than investment in residential property.

IMPORTANT

You should **only** sign this declaration if this credit is wholly or predominantly for business purposes or investment purposes other than investment in residential property.

By signing this declaration you may **lose** your protection under the National Credit Code

Signature: _____

Signature: _____

Full Name (please print): _____

Full Name (please print): _____

Title / Position: _____

Title / Position: _____

Date: _____

Date: _____

Once completed, please return form to: dan@hireddepot.com.au

**WARNING: THIS IS AN IMPORTANT LEGAL DOCUMENT.
YOU SHOULD OBTAIN INDEPENDENT LEGAL ADVICE BEFORE SIGNING IT.**

OFFICE USE ONLY

The Customer's application is approved. Signed on behalf of the Supplier:

Signature: _____

Title / Position: _____

Full Name (please print): _____

Date: _____

Account No. / Reference: _____

Credit Limit: \$ _____



Privacy Statement

1 Use of Personal Information

- 1.1 We cannot extend credit without acquiring and using personal information.
- 1.2 We may collect and use your personal information for:
 - (a) our primary purposes, which include, but are not limited to, providing goods and services to you, obtaining your credit report, contacting your trade references, assessing your application for commercial credit, reviewing your credit terms, assessing your credit worthiness, assessing credit guarantees (current and prospective), reporting upon overdue payments, and collecting overdue payments due to us, and matters reasonably necessary in complying with your requests (together, **Primary Purposes**); and
 - (b) purposes other than our Primary Purposes.
- 1.3 If you sign and send to us:
 - (a) the Credit Application as a Customer; or
 - (b) the Deed of Guarantee and Indemnity as a Guarantor; then:
 - (c) you will be providing personal information to us; and
 - (d) you are accepting the terms of this Privacy Statement.

2 Application of Privacy Statement

This Privacy Statement encompasses consents, notifications, and disclosures under, or in relation to, the *Privacy Act 1988* (Cth) (**Privacy Act**).

3 Specific consents

- 3.1 You consent to us, to the extent permitted by law, collecting, using, and disclosing your personal information for our Primary Purposes.
- 3.2 You also consent to us undertaking the below enquiries and disclosures pursuant to the following sections and items of the Privacy Act:
 - (a) obtaining a copy of your credit report from a credit reporting body for a commercial credit related purpose (item 2 of section 20F(1));
 - (b) obtaining a copy of your credit report from a credit reporting body for a credit guarantee purpose (item 3 of section 20F(1));
 - (c) obtaining a copy of your credit report from a credit reporting body for a trade insurance purpose (item 8 of section 20F(1));
 - (d) disclosing credit eligibility information about you to other credit providers (section 21J(1) or 21K(1)); and
 - (e) disclosing credit eligibility information about you to another entity and/or its professional legal or financial advisers where the recipient proposes to use that information for the purposes described in section 21N(3) of the Privacy Act (section 21N(2)).
- 3.3 You also consent to us collecting, using, and disclosing your personal information (including sensitive information), for purposes other than our Primary Purposes, including, but not limited to, internal management purposes, marketing (including direct marketing), and sales and business development purposes.

4 Disclosure to credit reporting bodies

- 4.1 You consent to us, to the extent permitted by section 21D of the Privacy Act, disclosing your credit information to any or all of the following credit reporting bodies and their successors and assigns.
 - (a) Equifax Australia: GPO Box 94, North Sydney NSW 2059, www.equifax.com.au, 13 8332.
 - (b) Creditor Watch: GPO Box 276, Sydney NSW 2001, <https://creditorwatch.com.au>, 1300 501 312.
 - (c) NCI: PO Box 3315, Rundle Mall SA 5000, <https://nci.com.au>, 1800 882 820.
 - (d) Illion: PO Box 7405, St Kilda Road, Melbourne VIC 3004, <https://www.illion.com.au>, 13 23 33.
 - (e) Experian: GPO Box 1969, North Sydney NSW 2060, <https://www.experian.com.au>, (02) 8907 7200.
- 4.2 Our credit reporting policy contains a statement of notifiable matters in accordance with section 21C of the Privacy Act and items 4.1 and 4.2 of the *Privacy (Credit Reporting Code) 2014* (Cth) (**Credit Reporting Code**).

5 Disclosure to third parties

You consent to us disclosing your personal information (including your credit information) to our subsidiaries, employees, agents, and related bodies corporate, past, present, the credit reporting bodies noted above, any trade credit bureau of which we are a member, your trade references, and the related bodies corporate of the preceding entities.

6 Our privacy policy and credit reporting policy

- 6.1 A copy of our privacy policy and credit reporting policy can be obtained from our website (www.hiredepot.com.au) or by making a request in writing directed to our privacy officer.
- 6.2 Our privacy policy and credit reporting policy contain information about how to access and seek correction of your personal information, or how to complain about a breach of the Privacy Act, the Credit Reporting Code, or the Australian Privacy Principles, and how we will deal with any such complaint.



Credit Facility Terms ("Credit Terms")

1 The effect of the Credit Application

1.1 We may extend you credit if:

- (a) we receive a completed Credit Application from you on terms which are satisfactory to us; and
- (b) we consider, in our sole discretion, that your application ought to be approved.

1.2 You acknowledge that any credit we may approve under subclause 1.1 will be subject to these Credit Terms which (together with the Privacy Statement and the Terms and Conditions of Hire (incorporated under clause 2)) are incorporated into the Credit Application.

1.3 If you wish to negotiate the terms of the credit facility or otherwise any terms incorporated in the Credit Application, you should respond to us marking up the terms you seek, and drawing those changes to our attention and obtain our agreement in writing.

2 Incorporation of our Terms and Conditions of Hire

2.1 By applying for a credit facility with us, you:

- (a) warrant that you have read and understand our Terms and Conditions of Hire, which may be found at <https://www.hireddepot.com.au/terms-and-conditions/> and are available upon request at any time by email to accounts@hireddepot.com.au;
- (b) acknowledge that our Terms and Conditions of Hire are incorporated into these Credit Terms and continue to apply to trade on your credit facility; and
- (c) agree to be bound by our Terms and Conditions of Hire.

3 Payment terms

3.1 Charges on your approved credit facility must be paid:

- (a) thirty (30) days from the statement date or charge (or such other terms as nominated by us in writing at the time we establish your credit facility); and
- (b) without deduction or setoff.

3.2 Unless otherwise agreed, we will issue invoices:

- (a) at the close of your account on the twenty-fifth (25) day of each month and before the end of the month; or
- (b) at the end of the hire period,

whichever is earlier.

3.3 If you dispute a statement or charge (or part thereof) you must give us notice within seven (7) days of you becoming aware of any disputed issue.

4 Unauthorised use of your credit facility

4.1 You must keep us fully informed of any changes to your list of authorised hirers in a timely manner and you remain solely responsible for ensuring there is no unauthorised use of your credit account. You must keep details of your credit facility with us confidential, including your account number, and treat it like a banking PIN or password.

4.2 If you become aware that your credit facility is, or may be, the subject of unauthorised use, you must:

- (a) notify us in writing as soon as possible via email to accounts@hireddepot.com.au; and
- (b) provide us with any information you have regarding the misuse or potential unauthorised use of your credit account.

4.3 You will be liable for charges that you have not authorised to your credit account unless:

- (a) we ought to have known that they were unauthorised; or
- (b) you have notified us in accordance with clause 4.2.

5 Credit remains at our discretion

5.1 At our sole discretion we may:

- (a) extend, or refuse, credit to you for any reason;

- (b) provide you with credit in excess of your credit limit; and
- (c) cease to provide further credit even if your credit limit has not been, or will not be, exceeded.

6 Variations

6.1 We may increase or decrease your account credit limit by written notice to you effective immediately.

6.2 If:

- (a) we decrease your credit limit by giving notice pursuant to clause 6.1; and
- (b) your credit facility would fall into default as a consequence by reason of that notice,

then we will not treat this as an event of default.

6.3 From time to time, we may otherwise amend our Credit Facility Terms with you, in which case:

- (a) we will give you at least fourteen (14) days' written notice of the change; and
- (b) your credit facility will be subject to those amended terms in respect of any further supplies made after the fourteen (14) day period has expired unless you have issued a written notice to us objecting to the varied terms within the fourteen (14) day period.

7 Default

7.1 Your credit facility will be in default if any of the below events occur:

- (a) You fail to pay any sums to us when they fall due.
- (b) Any corporate entity that is a Customer or Guarantor is the subject of the appointment of administrators, liquidators, receivers, provisional liquidators or enters into an arrangement or compromise with creditors.
- (c) Any individual person that is a Customer or Guarantor commits an act of bankruptcy.
- (d) You have given us information in support of your credit account which is false or misleading.
- (e) You breach an obligation under our Terms and Conditions of Hire.

7.2 If your credit facility is in default, then:

- (a) we may temporarily suspend your credit account;
- (b) we may give you a notice requiring that all charges on your credit facility may, at our election, fall immediately due and payable, notwithstanding clause 3; and
- (c) we may close your credit facility.

8 Waiver

A waiver of any provision of these Credit Terms will only be effective if made by the affected party in writing.

9 Entire agreement

9.1 You warrant that if you have entered into these Credit Terms in reliance upon any oral understanding or representation that you have written such matters on the Credit Application and brought them to our attention in accordance with subclause 1.3.

9.2 Otherwise, these Credit Terms (together with all terms incorporated in the Credit Application):

- (a) constitutes the entire agreement and understanding between the Parties in relation to its subject matter;
- (b) excludes all implied terms; and
- (c) supersedes all previous negotiations, understandings, representations, and warranties.

9.3 Notwithstanding subclauses 9.1 and 9.2, where you have previously entered into a credit agreement with us (**Original Agreement**), these Credit Terms will constitute a variation of the Original Agreement whereby the terms the Original Agreement are deleted and replaced with these Credit Terms, unless the terms of the Original Agreement are otherwise expressly or implicitly preserved by these Credit Terms, in which case they will co-exist with these Credit Terms and, to the extent of any inconsistency, these Credit Terms will prevail.

