



CIVIL EQUIPMENT SOLUTIONS

**Branches**

Sydney  
Newcastle  
Central West  
Melbourne  
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**Mail**

PO Box 358,  
Blacktown NSW 2148  
hire@orangehire.com.au

**ABN**

97 133 373 154  
Orange Equipment Pty Ltd T/as Orange Hire.

**orangehire.com.au**

**1800 769 121**

**Tel: 02 9631 9653**

Please send completed application forms to: [applications@orangehire.com.au](mailto:applications@orangehire.com.au)

## Application for 30 Day Commercial Credit

Referred by:

Date:

### 1. Customer Details

How did you hear about Orange Hire? |

Account Name / Trading Name |

**Entity Type**

Pty Ltd	<input type="checkbox"/>	Company Name	ACN	ABN
Sole Trader	<input type="checkbox"/>	Name	ABN	
Partnership	<input type="checkbox"/>	Name		ACN
Trust	<input type="checkbox"/>	Trustee Name		ACN
Government	<input type="checkbox"/>	Name	ABN	ACN
Other	<input type="checkbox"/>	Name	ABN	

Trading Name (If different) |

Postal Address | Street Address | Suburb | State | Post Code

Delivery Address | Street Address | Suburb | State | Post Code

Telephone | ( ) | Mob

Invoice email addresses |

Marketing email addresses |

Nature of Business / Industry | Date Business Commenced / / No of employees

Purchase Order Required | Yes  No  Please indicate if you have a preferred Purchase Order format

Credit Limit Required \$ | Average monthly spend \$ |

### 2. Details of directors, partners and sole traders

Has any Director, Proprietor or Partner ever been declared bankrupt | Yes | No | If yes please provide details

Number of Directors or Partners | Please provide details of each Director or Partner

1) Full Name | DOB / /

Residential Address | Street Address | Suburb | State | Post Code

Telephone | ( ) | Mob ( )

Is your property | Owned  Mortgage  Rented  Drivers Lic No

2) Full name | DOB / /

Residential Address | Street Address | Suburb | State | Post Code

Telephone | ( ) | Mob ( )

Is your property | Owned  Mortgage  Rented  Drivers Lic No

Please use a separate sheet if there are more than 2 directors

### 3. Trade References

Referee name 1 | Telephone ( ) | Fax ( )

Referee name 1 | Telephone ( ) | Fax ( )

Referee name 1 | Telephone ( ) | Fax ( )

## 4. Additional Information

Bank:	BSB:	Account:
How long as the current owner?		Building Licence Number:
Do you (or related companies) currently trade with Orange Hire		Yes/ No
Name of Operational contact person:		Phone:
Email:		

Under our General Terms of Hire, you will be charged Reduced Liability Cover (RLC) unless you provide us with a certificate of currency confirming that all Equipment is insured for loss, theft or damage to the Equipment for an amount not less than the new replacement value of the Equipment.

### General Terms of Commercial Credit Application

- 1 By signing this Credit Account Application (Application), you hereby acknowledge and agree that you are applying for a credit account with us on the conditions that you:
- warrant that all information provided to us in relation to this Application is true and complete and acknowledge that we rely on the information in making a decision to grant a credit account;
  - acknowledge that this is an Application and we may accept or refuse this application at our sole discretion;
  - agree that the Orange Hire General Terms of Hire for Equipment (Terms) govern each and every item of Equipment you hire from us unless we have agreed otherwise. The Terms are available at [www.orangehire.com.au](http://www.orangehire.com.au);
  - agree that any capitalised terms in this Application have the same meaning as set out in the Terms;
  - warrant that the company, trust and/or each director, partner, individual, sole trader stated in this Application is solvent and can pay its respective debts as and when due and that no steps have been taken to place any of them into bankruptcy, voluntary administration, liquidation, receivership or management; and
  - warrant that the person who signs this Application is authorised to do so on behalf of you, and hereby binds you.

### Privacy

- 2.1 By signing this Application, you consent to and authorise us:
- to obtain any information about any of your consumer or commercial credit or business history or your commercial activities or commercial credit worthiness from your bank or any trade referee disclosed in this Application and any other credit provider or credit reporting agency for the purposes of assessing the application for credit, or in connection with any guarantee and to disclose information to a credit reporting agency;
  - to give to a person who is currently a guarantor, or whom you have indicated is considering becoming a guarantor, a credit report containing information about you for the purpose of the guarantor deciding whether to act as guarantor, or to keep the guarantor informed about the guarantee. You understand that the information disclosed can include anything about your credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to disclose under the Privacy Act, and includes a credit report.
  - unless otherwise prevented by law to collect from, store, use, disclose to or exchange with any of the parties named in clause 2.1 (a) above or any guarantors or other credit providers named in this Application or named in a consumer credit report issued by a credit reporting agency, third party providers, solicitors, mercantile agents, insolvency administrators, insurers and insurance brokers, persons involved with the collection of trade bills or the factoring of trade debt, information about your personal or commercial credit worthiness or business history in order to assess the Application (including whether to accept as guarantor any person signing), monitor the credit worthiness or withdrawing credit facilities, notification of your default, issue trade bills, insure risk, processing any payment instructions, direct debit facilities and or credit facilities requested by you and or guarantor/s to enable the daily operation of your credit account and collect overdue accounts; and
  - to the extent permitted by law, to disclose the contents of a credit report by a credit reporting agency to Our solicitors or mercantile agents.
- 2.2 Unless otherwise prevented by law, you consent to the use and storing of any personal information provided for the following purposes and any other purposes as shall be agreed between us and you from time to time:
- to fulfil functions associated with the hire of Equipment, including assessing your credit worthiness;
  - to provide services to you and manage our business relationship with you;
  - to enforce our legal rights and prevent theft of our Equipment;
  - to enter into contracts with you or third parties, and
  - to market to and maintain a client relationship with you.
- 2.3 We agree that, in dealing with information disclosed to us by you pursuant to clause 2.1 and 2.2, we will deal with that information in accordance with the Orange Hire privacy policies, which are available at [www.orangehire.com.au](http://www.orangehire.com.au)

## Signed for and on behalf of the Customer:

Name:	<input type="text"/>	Position held:	<input type="checkbox"/> Director <input type="checkbox"/> Proprietor <input type="checkbox"/> Partner <input type="checkbox"/> Authorised Officer
Signature:	<input type="text"/>	Date:	<input type="text"/>
Witness name:	<input type="text"/>	Witness:	<input type="text"/>
Witness address:	<input type="text"/>		
	Suburb	State	Post Code

## GUARANTEE AND INDEMNITY

THIS GUARANTEE AND INDEMNITY is given by the Guarantor/s in favour of Orange Equipment Pty Ltd t/as Orange Hire (ACN 133 373 154), and includes their successors and assigns (**Owner**).

Customer's Legal Name:

Customer's Trading Name:

ACN:

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ABN:

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## PARTIES

This Guarantee and indemnity is made between Orange Equipment Pty Ltd (ACN 133 373 154) t/as Orange Hire of 13-15 Penelope Crescent, Arndell Park NSW and its related bodies corporate (as defined in the Corporations Act 2001);

AND the Guarantor/s stated below (Guarantor/s):

1. Full Name of Guarantor \_\_\_\_\_ 2. Full Name of Guarantor \_\_\_\_\_

3. Full Name of Guarantor \_\_\_\_\_ 4. Full Name of Guarantor \_\_\_\_\_

## TERMS

### INTRODUCTION

- The Guarantor/s have asked the Owner to supply hired equipment (Equipment) to the Customer and to provide (or continue to provide) credit to the Customer.
- The Owner has agreed to the request of the Guarantor/s in consideration of their agreement as follows:

### IT IS AGREED

- The Guarantor/s unconditionally guarantee to the Owner the punctual payment of the monetary liabilities of the Customer (on any account and in any capacity whatsoever and including liabilities in respect of the Equipment) which are now owing, or may from time to time be owing by the Customer to the Owner (Guaranteed Monies). The Guarantor/s acknowledge and agree that the Guaranteed Monies includes interest, and any legal and other costs and expenses incurred or to be incurred by the Owner in seeking payment from the Customer or in enforcing this Guarantee and Indemnity against the Guarantor/s.
- If there is more than one (1) guarantor, the Guarantors are jointly and severally liable to the Owner for the Guaranteed Monies.
- If the Customer defaults in payment of the Guaranteed Monies, the Guarantor/s shall pay those monies on demand, to or as directed by, the Owner in order to discharge the debt owed by the Customer in full.
- For the purpose of securing payment of the Guaranteed Monies, the Guarantor/s hereby charge in favour of the Owner all legal, equitable and beneficial interest in any real property which it, he or she now or might subsequently acquire a legal or beneficial interest in, and authorize and consent for the Owner to lodge a caveat upon the title of the Guarantor/s real property. If the Guarantor/s fail to do this within a reasonable time of being so requested, the Guarantor irrevocably appoints any credit manager or solicitor engaged by the Owner to be its true and lawful attorney to execute and register such caveat or any necessary security instruments. No Guarantor will object to the lodgment by the Owner of a caveat noting the interest given by this Guarantee, or any other security interest on the title of the charged property.
- The obligations of the Guarantor/s under this Guarantee and Indemnity are principal obligations and are not affected by:
  - any variation which may be agreed by the Owner and the Customer in respect of the Terms on which the Equipment is delivered, supplied, hired or paid for;
  - any waiver, extension of time or indulgence given by the Owner to the Customer or a Guarantor;
  - any right or claim which the Customer may assert to resist making payment of any part of the Guaranteed Monies;
  - any increase in the amount of the Guaranteed Monies;
  - any failure or omission by the Owner to give notice to the Guarantor/s of any default by the Customer; or
  - any act, omission, matter or other thing whatsoever.
- This Guarantee and Indemnity is a continuing obligation of each Guarantor/s for the amount of the Guaranteed Monies which may be owing from time to time and, binds the successors and assigns of the Guarantor/s and will not be affected by:
  - the death, incapacity, bankruptcy, of a Guarantor or the Customer; or
  - a Guarantor or the Customer which is a company becoming an externally administered company pursuant to the Corporations Act 2001(Cth).
- The Guarantor/s agree that a certificate issued by the Owner stating any monies owed by the Customer or Guarantor to the Owner, including monies due under this Guarantee, shall be conclusive evidence of such amounts owing by the Customer and each Guarantor.

8. If the obligation of any Guarantor in respect of any part of the Guaranteed Monies is unenforceable, the Guarantor's obligations in respect of the balance of the Guaranteed Monies will not be affected by such unenforceability.
9. If any payment or other transaction relating to or affecting the Guaranteed Monies is:
- a) void, voidable or unenforceable in part or in whole; or
  - b) is claimed to be void, voidable or unenforceable and that claim is upheld, conceded or compromised in whole or in part: the liability of each of the Guarantor/s is the same as if:
    - c) that payment or transaction (or the void, voidable or unenforceable part of it); and
    - d) any release, settlement or discharge made in reliance on anything referred to in paragraph (b) above.
- has not been made and the Guarantor/s must immediately take all action and sign all documents necessary or required by the Owner to pay to or restore to the Owner the Guaranteed Monies in full.
10. If all or any of the Guaranteed Monies is:
- a) not recoverable from the Customer; or
  - b) not recoverable from a Guarantor under this Guarantee and Indemnity;
- each of the Guarantor/s, as a separate and principal obligation, indemnifies the Owner against any loss, liability, expense or outgoing suffered, paid or incurred by the Owner in relation to such amounts and must pay the Owner an amount equal to such amounts.
11. For the avoidance of doubt it is expressly acknowledged by the Guarantor/s that the Guarantor/s' obligations extend to and may include Guaranteed Monies and other obligations of the Customer which have arisen before or after the date of this Guarantee.

**ACKNOWLEDGMENT**

12. Each of the Guarantor/s acknowledge and agree that he/she:
- a) had an opportunity to seek independent legal advice before entering into this Guarantee and Indemnity about the effect and consequences of, and obligations created by, this Guarantee and Indemnity; or
  - b) having had the opportunity to seek such advice, determined such advice was not necessary;

**ASSIGNMENT AND NOVATION**

13. The Owner may at any time assign, novate or otherwise dispose of or deal with its rights and obligations under this Guarantee by notice in writing to the Guarantor/s. The Guarantor/s agree that any order for Equipment submitted by the Customer to the Owner after the date of a notice of assignment will be deemed to be an acceptance of such assignment.
14. This Guarantee and Indemnity shall be governed by, and construed in accordance with, the laws of New South Wales.

**EXECUTED AS AN AGREEMENT**

This Guarantee and indemnity is made between Orange Equipment Pty Ltd (ACN 133 373 154) t/as Orange Hire of 13-15 Penelope Crescent, Arndell Park NSW and its related bodies corporate (as defined in the Corporations Act 2001);

AND the Guarantor/s stated below (Guarantor/s):

<b>1. Full Name of Guarantor</b>	<input type="text"/>	<b>Guarantor Signature</b>	<input type="text"/>
Date of Birth	<input type="text"/>	Drivers Licence No	<input type="text"/>
Address	<input type="text"/>		
Witness Name	<input type="text"/>	Witness Signature	<input type="text"/>
Witnessess Address	<input type="text"/>	Suburb	State Postcode

<b>2. Full Name of Guarantor</b>	<input type="text"/>	<b>Guarantor Signature</b>	<input type="text"/>
Date of Birth	<input type="text"/>	Drivers Licence No	<input type="text"/>
Address	<input type="text"/>		
Witness Name	<input type="text"/>	Witness Signature	<input type="text"/>
Witnessess Address	<input type="text"/>	Suburb	State Postcode

<b>3. Full Name of Guarantor</b>	<input type="text"/>	<b>Guarantor Signature</b>	<input type="text"/>
Date of Birth	<input type="text"/>	Drivers Licence No	<input type="text"/>
Address	<input type="text"/>		
Witness Name	<input type="text"/>	Witness Signature	<input type="text"/>
Witnessess Address	<input type="text"/>	Suburb	State Postcode

<b>4. Full Name of Guarantor</b>	<input type="text"/>	<b>Guarantor Signature</b>	<input type="text"/>
Date of Birth	<input type="text"/>	Drivers Licence No	<input type="text"/>
Address	<input type="text"/>		
Witness Name	<input type="text"/>	Witness Signature	<input type="text"/>
Witnessess Address	<input type="text"/>	Suburb	State Postcode

**\*Please provide photo ID for each Guarantor/Director/Witnesses: Clearly showing photo, DOB, address and signature.**