

CONFIDENTIAL APPLICATION FOR CREDIT

Registered Name of Applicant:

Trading Name (if different):

Type of Entity: Sole Trader Partnership Company Trust

ACN	ABN	Business Name Registration

Trading Address	Postcode
Mailing Address (if different to Business Address)	Postcode
Registered Address	Postcode

Phone

Fax

Description of business activity and industry sector			
Years in Business	Name of Bankers	Est. value of Purchases (monthly)	Credit Limit Required
Previous Trading Names (if applicable)			

Full details of Directors (if a company), Partners (if a partnership) or Proprietor (if a sole trader):

Full Name	Address

Have any of the Directors/Partners/Applicants ever held the office of Director, Secretary or Public Officer of any company or business which has been subject to liquidation, administration, external management, been insolvent or ceased trading? Yes/No

Are any of the Directors/Partners/Applicants an undischarged bankrupt, or been subject to bankruptcy proceedings in the last five years? Yes/No
 If Yes please provide details by attaching a signed and dated document.

Trade References (please complete all details):

1.	Business Name:		Contact Name	
	Address:		Phone:	
			Fax:	
2.	Business Name		Contact Name	
	Address:		Phone:	
			Fax:	
3.	Business Name		Contact Name	
	Address:		Phone:	
			Fax:	

Account Contact Name	Telephone	Email
Sales Contact Name	Telephone	Email

We are interested in knowing what brought you to The Hydraulic Shop. Please tick the appropriate box:

- Yellow Pages Trade Show Referral Other

Declaration

I/we warrant that the applicant is solvent, and agree to advise The Hydraulic Shop (THS) of any change in the Applicant's financial position or credit worthiness which would have an effect on THS continuing to offer a credit account. I/We hereby certify that the information supplied on this application is true and correct and should it subsequently be discovered that the information is false I/we acknowledge that THS may immediately suspend any credit offered and place the account on a cash basis. I/we also agree that any credit obtained will be immediately paid to THS on demand.

If THS agrees to extend credit the credit account is opened on the basis that the Applicant agrees to be bound by THS Standard Terms and Conditions of Trading which are attached to this document and I/we have read and they will apply to any sale of goods or supply of services by THS.

Name of Applicant	Signature of Applicant	Position	Date
Name of Witness	Signature of Witness	Position	Date

PRIVACY ACT ACKNOWLEDGEMENT AND CONSENT

I/we consent to The Hydraulic Shop or their agent undertaking the following:

- (a) Disclose to a credit reporting agency certain personal information about myself/us including; identify particulars; the amount of credit applied for; payments which may become more than 60 days overdue; any serious credit infringement which the Credit Provider believes has been committed.
- (b) Obtain from a credit reporting agency a report containing personal credit information about myself/us and a report containing information about my/our credit worthiness, to enable the Credit Provider to assess this application for credit.
- (c) Give to and obtain from any Credit Provider(s) that may be named in this application or in a report held by a credit reporting agency information about my/our credit arrangements, including information about my/our credit worthiness, credit standing, credit history, credit capacity, for the purpose of assessing an application for credit, or notifying any default by me/us.
 This consent shall remain in force so long as there is an amount owing to the Credit Provider.

Name of Applicant	Signature of Applicant	Position	Date

**THE HYDRAULIC SHOP PTY LTD
 GUARANTEE AND INDEMNITY**

1. In consideration of The Hydraulic Shop agreeing to supply Goods and Services to the Applicant on credit pursuant to the Credit Application attached to this Guarantee and Indemnity, we the undersigned (collectively know as the "Guarantors") jointly and severally undertake:
 - (a) to pay on demand to The Hydraulic Shop the whole of any debt, overdue invoice, account service fee, any interest that may accrue thereon and any other monies which shall be payable by the Applicant to The Hydraulic Shop whether demand has been made by The Hydraulic Shop on the Applicant or not; and
 - (b) to indemnify The Hydraulic Shop against all losses, costs, charges and expenses whatsoever which The Hydraulic Shop shall suffer or incur as a result, directly or indirectly, of granting credit to the Applicant pursuant to the Credit Application attached to this Guarantee and Indemnity or the Applicant going into liquidation or breaching the terms of the Agreement or otherwise failing to pay any money due and payable to The Hydraulic Shop.

2. The Guarantors:
 - (a) shall not be released from their obligations pursuant to this Guarantee and Indemnity by any indulgence given to the Applicant or the Guarantors;
 - (b) agree that if any payment made by the Applicant is avoided, set aside or otherwise rendered ineffective by statute or otherwise by operation of law such payment shall be deemed not have discharged the obligations of the Guarantors under this Guarantee and Indemnity and the Guarantors' obligation shall remain the same as if such payment had not been made.

3. Where this Guarantee and Indemnity is executed by more than one person a person who so executes this Guarantee and Indemnity is not released from liability hereunder by reason of this Guarantee and Indemnity ceasing to be binding as a continuing security on any other person who so executes this Guarantee and Indemnity and a demand or other notice by The Hydraulic Shop under this Guarantee and Indemnity if given to any one or more of those persons shall be deemed to have been given to all those persons.

4. Where there are two or more Guarantors the agreements and obligations on the part of the Guarantors in this Guarantee and Indemnity have effect as joint and several agreements and obligations so as to bind their respective personal representatives or successors.

Signed sealed and delivered by:

Name of Guarantor (1)	Signature of Guarantor (1)	Address of Guarantor (1)	Date
Name of Witness	Signature of Witness	Address of Witness	Date
Name of Guarantor (2)	Signature of Guarantor (1)	Address of Guarantor (1)	Date
Name of Witness	Signature of Witness	Address of Witness	Date