

APPLICATION FOR COMMERCIAL CREDIT

FORCE CORP PTY LTD ABN 12 109 630 079 ("Force")



All account enquiries to:

10 Carter Street, Homebush, NSW, 2140
Po Box 7097, Silverwater, NSW, 2128
Phone: (02) 9735 7696 Fax: (02) 9735 7699
Email: accountsrec@forceaccess.com.au
www.forceaccess.com.au

ALL APPLICANTS TO COMPLETE

(SECTION A)

TRADING NAME (In Full)	<div></div> <div></div>	(“Customer”)
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BUSINESS STRUCTURE 1. ☐ Company 2. ☐ Sole Trader 3. ☐ Partnership 4. ☐ Trust

ACCOUNTS PAYABLE CONTACT

NAME:	<div></div>		
TELEPHONE:	<div></div>	Email:	<div></div>

Are order Numbers Required? ☐ YES ☐ NO

(N.B. The supply of order numbers is the customers responsibility)

Type of Business:	<div></div>		
Office Address:	<div></div>		
Postal Address:	<div></div>		
Phone:	<div></div>	Fax:	<div></div>
ACN:	<div></div>	Email:	<div></div>
ABN	<div></div>	No. Of Employees:	<div></div>
Years Established:	<div></div>		<div></div>

COMPANIES TO COMPLETE (SECTION B)

Company Name:	<div></div>		
Director 1 Surname:	<div></div>	First Name:	<div></div>
Residential Address:	<div></div>		
Suburb & Post Code:	<div></div>	D.O.B.	<div></div>
Mobile Phone:	<div></div>	Email:	<div></div>
Director 2 Surname:	<div></div>	First Name:	<div></div>
Residential Address:	<div></div>		
Suburb & Post Code:	<div></div>	D.O.B.	<div></div>
Mobile Phone:	<div></div>	Email:	<div></div>

SOLE TRADER TO COMPLETE (SECTION C)

Surname:			
First Name:		Middle Name(s):	
Street No. & Name:			
Suburb & Post Code:			
Mobile Phone:		Date of Birth:	
Phone:		Drivers Licence Number:	
ABN:		Email:	

PARTNERSHIP TO COMPLETE (SECTION D)

Partner 1 Surname:			
First Name:		Middle Names:	
Street No. & Name::			
Suburb & Post Code:			
Mobile Phone:		Date of Birth:	
Phone:		Drivers Licence Number:	
ABN		Email:	
Partner 2 Surname:			
First Name		Middle Name(s):	
Suburb & Post Code:			
Mobile Phone:		Date of Birth:	
Phone:		Drivers Licence Number:	
ABN		Email:	

TRUSTS TO COMPLETE (SECTION E)

Trustee Name:			
Does the Applicant trade as a Trading Trust?: (If yes, provide a copy of the Trust Deed)	Yes No	Type of Trust:	Discretionary Unit
ABN			

TRADE REFERENCES (SECTION F)

Name:	Suburb / City:	Phone:	Fax:

CUSTOMER'S DECLARATION

The Customer agrees and declares that:

1. It has read and understood the Equipment Hire Terms which form part of its Account Facility Application ("this Application").
2. By signing this Application the Customer agrees to be bound by the Equipment Hire Terms in the form attached to this Application (or which have been provided to the Customer and each signatory and of which receipt is acknowledged) without the need for further execution.
3. The Customer agrees that acceptance of the Equipment Hire Terms comprise an agreement which governs all hire arrangements. No terms and conditions submitted by the Customer on any order or other form shall have effect unless Force specifically agrees in writing.
4. The Customer and each signatory consent to the matters contained in the Equipment Hire Terms concerning credit reporting.
5. The Customer and each signatory acknowledge that the agreement between the Customer and Force may be changed from time to time by Force in the manner provided for in it.
6. The Customer and each signatory acknowledge understand that if this Application is approved, the account facility may be cancelled at any time without prior notice to any of them.
7. The account facility will be used wholly or predominantly for business purposes; and the Customer and each signatory warrant that each signatory is authorised to sign this Application in any relevant capacity.

Signed for the Customer by its duly authorised representatives who warrant that they are authorised to sign:

Name (in Block Letters)

Signature (duly authorised)

Date/...../.....

Name (in Block Letters)

Signature (duly authorised)

Date/...../.....

Guarantee and indemnity

Each director of the Customer must sign this document. Please insert full names and residential addresses of the Guarantors. Guarantors should seek legal advice on this document. If there are more than three directors, please attach additional details to this form.

I,	
Of	Postcode
I,	
	Postcode
Of	
I,	
Of	Postcode

hereinafter called (**Guarantors**) which expression includes each Guarantor separately as well as any two or more of them collectively, and includes also any Guarantor's personal representative(s), in consideration of Force agreeing to hire or continuing to hire to the Customer equipment, hereby agree with Force as follows:

1. The Guarantors hereby jointly and severally guarantee the due payment to Force of all money and performance of all obligations now or in the future, actually or contingently, owing by the Customer to Force including for all goods and/or services that Force may from time to time supply or have already supplied to Customer (**Money Secured**).

As a separate covenant the Guarantors jointly and severally indemnify Force for all loss in respect of non-payment by the Customer of any Money Secured and non-performance of any obligation owed to Force by the Customer.

2. This guarantee and indemnity shall be a continuing guarantee and indemnity for all debts and obligations whatsoever and whensoever incurred by the Customer to Force.

This Guarantee shall terminate if the Guarantors give Force not less than 30 days written notice of their desire to terminate this Guarantee and if at the expiration of such period of notice all liabilities and obligations of the Customer to Force have been discharged and there is no Money Secured.

However if Force is obliged (or reasonably considers itself obliged) to disgorge any money or property received from the Customer (for example as a preference or voidable transaction in the insolvency of the Customer) then that termination shall be taken never to have taken effect in respect of that money or the value of that property and this guarantee and indemnity shall have continued effect accordingly.

3. The liability of each Guarantor under this guarantee and indemnity is absolute and unconditional and shall not be discharged or affected by any thing that may have that effect but for this clause including but not limited to time or indulgence given to the Customer, insolvency of the Customer, variation, substitution or release of the Customer's obligations or those of any other Guarantor, taking or failure to take, register or enforce security from the Customer or anyone else, failure of any person who may have been intended to sign this document to do so or do so validly, and any omission to give notice to the Guarantors or anyone else of anything.
4. The Guarantors must not exercise any right of subrogation or make any other claim they may have against the Customer until Force has received the full amount owing by the Customer. Where the Guarantor has the right to prove in any insolvency administration of the Customer, the Guarantor must do so and hold any dividends received on trust for Force.
5. To secure the Guarantors' obligations under this guarantee and indemnity and the Money Secured, the Guarantors (and each of them) hereby charge in favour of Force all of their estate or interest in any freehold or leasehold land wheresoever situate which the Guarantors now have or may hereafter acquire hereby acknowledge that Force shall have a caveatable interest in such land.
6. Each Guarantor:
 - a. agrees to deliver to Force within seven (7) days of written demand a Memorandum of Mortgage in registrable form incorporating the covenants contained in Memorandum No. Q860000 registered at the LPI New South Wales as amended to comply with and reflect any appropriate law in the jurisdiction(s)

where the Guarantor has any beneficial interest in real property and as amended appropriately to comply with any formal requirements of registration;

- b. authorises and consents to Force taking all actions necessary to give effect to this security including the lodgement of a caveat upon title of the Guarantor's real property. The Guarantor hereby irrevocably appoints Force and any person nominated by Force severally the attorney of the Guarantor with power to execute, sign, seal and deliver (which delivery may be subject to such terms and conditions as the attorney thinks fit) such mortgage or other document to give effect to this security;
 - c. if the charge created by clause 5 is or becomes void or unenforceable, it may be severed from this guarantee and indemnity without any effect on its validity and the Guarantor shall not be exonerated in whole or in part, nor shall Force's rights, remedies or recourse against the Guarantor be in any way prejudiced or adversely affected by such severance.
7. A certificate signed by a director, secretary, financial controller or credit manager of Force shall be prima facie evidence of the amount of the Money Secured owed by the Customer or Guarantor to Force at that time.
 8. Each Guarantor acknowledges that Force has afforded him, her or it full and unrestricted opportunity of seeking independent legal advice before signing this guarantee and indemnity.
 9. Notices to be served on a Guarantor concerning any matter relating to this guarantee and indemnity shall be deemed served if posted to the Guarantor by mail at their aforesaid personal addresses. However this does not limit any other way in which service may be effected.
 10. This document shall be governed by the law of New South Wales. Words importing the plural number or the singular number in this guarantee and indemnity include the singular number and the plural number respectively.

Dated this ____ day of _____ 20____

Signed by the Guarantors:

(Name of Guarantor 1)

(Signature of Guarantor 1)

In the presence of:

(Full name of Witness)

(Signature of Witness)

(Name of Guarantor 2)

(Signature of Guarantor 2)

In the presence of:

(Full name of Witness)

(Signature of Witness)

(Name of Guarantor 3)

(Signature of Guarantor 3)

in the presence of:

(Full name of Witness)

(Signature of Witness)

