



SWITCHBOARD DESIGN AND MANUFACTURE - EMF SHIELDING - A-SAFE (HIRE)
 44 Levanswell Road, Moorabbin VIC, 3189 ABN: 85 119 780 139
 Phone: 03 9555 6799 Fax: 03 9555 6776 Email: info@alinegroup.com.au
 Website: www.alinegroup.com.au

CREDIT APPLICATION FORM

1. Application for Credit

- a. The Customer named in Schedule 'A' (the Customer) hereby applies to establish credit facilities with A-Line Group Pty Ltd (A-Line Group) in relation to the provision by A-Line Group of goods and services, and in support thereof, provides in Schedule 'A' relevant details of the Customer.
- b. The Customer warrants the accuracy of the information contained in Schedule 'A'.
- c. If the Customer is a Company, the Customer represents to A-Line Group that the persons named as guarantors (the Guarantors) will guarantee due and punctual payment of the Customer's account in the form set out in Schedule 'B'. By signing this Application the Guarantor(s) bid themselves to A-Line Group' Terms and Conditions of Sale which the Guarantors, by signing this document, acknowledge they have read, considered and understood.

2. Terms of Trade

The Customer and the Guarantors (if any) acknowledge that the terms and conditions of sale have been provided to either or any of them.

3. Privacy Act 1988

- a. The Customer and the Guarantors (if any) named in Schedule 'C' acknowledge:
 - i. that they have read this Application and the Schedules prior to signing this Application and that they have received a copy of the Application and the Schedules as signed;
 - ii. that the Schedule 'B' contains relevant material concerning the operation of the Commonwealth Privacy Act 1988;
 - iii. that by signing this Application they confirm the contents as contained in Schedule 'B';
 - iv. that the Customer and the Guarantors (if any) waive any rights to privacy concerning matters contained in Schedule 'B' and the results of inquiries therefrom.
- b. For the purposes of the Commonwealth Privacy Act 1988, A-Line Group regards the Guarantors as having the same rights as the Customer.

Schedule 'A'

Full Registered Name of Customer	
Trading As	
Postal Address	
Delivery Address	
ABN	
ACN	
Phone	
Commercial Contact Name	
Main Business Activity	
No of Years Traded	
Monthly credit requested	



SWITCHBOARD DESIGN AND MANUFACTURE - EWP - SHIELDING - A SAFE (HIRE)
44 Lonsdale Street, Melbourne VIC 3120 ABN: 55 139 784 139
Phone: 03 9556 5700 Fax: 03 9556 5776 Email: info@alinegroup.com.au
Website: www.alinegroup.com.au

Accounts Contact Name	
Accounts Email	
Accounts Phone	

Schedule 'B'

Banking Details

Banker Name	Phone
Bank Address	
Bank Account Name	

Trade References

Company Name	Phone
Email	
Company Name	Phone
Email	
Company Name	Phone
Email	

Name & Address of Directors, Partners or Proprietor of Customer

Name	Title
Address	Phone
Name	Title
Address	Phone
Name	Title
Address	Phone
Name	Title
Address	Phone

Signature: _____

Date: _____

Print Name: _____

Position: _____

(duly authorised on behalf of the Customer)

OFFICE USE ONLY

Authorised by A-Line Group Management – For and behalf of Aline Group Pty Ltd

Signature: _____ Date: _____

Print Name: _____ Position: _____



SWITCHBOARD DESIGN AND MANUFACTURE - EMP SHIELDING - A SAFE (HRE)
44 Levenswell Road, Moorabbin VIC 3189 ABN: 55 133 781 519
Phone: 83 9358 5798 Fax: 03 8555 5776 Email: info@alinegroup.com.au
Website: www.alinegroup.com.au

Schedule 'C'

To: Aline Group Pty Ltd (A-Line Group)

44 Levenswell Road, Moorabbin, Vic, 3189

If the Application by the Customer for Credit facilities with A-Line Group is approved, I/we the undersigned in consideration of A-Line Group at our/my request approving the Application for Credit hereby for ourselves, our heirs, successors and assigns, legal personal representatives, jointly and each of us severally (if more than one) guarantee the due and punctual payment and performance by the Customer of all its obligations and other liabilities in respect of all contracts entered into with A-Line Group and I/we agree undertake and acknowledge that if the Customer shall not pay moneys to A-Line Group as and when they fall due, go into official management or receivership, or into liquidation or shall make any arrangement with its creditors that any amount then owing to A-Line Group by the Customer shall immediately become due and payable by me/us and shall be paid by me/us upon demand thereafter and I/we further jointly and each of us severally for ourselves and our respective heirs, successors, legal personnel representatives, administrators and assigns covenant acknowledge and agree that this Guarantee is a continuing Guarantee in favour of A-Line Group for payment of all debts, losses, damages and other expenses to which A-Line Group is entitled to be paid by the Customer and my/our liability hereunder shall not be affected by A-Line Group giving time or any other indulgence to the Customer that I/we will at all times indemnify A-Line Group against all losses, damages and expenses suffered by A-Line Group by reason of A-Line Group having traded with the Customer and I/we further covenant and agree that to the extent to which we would but for this provision be entitled pari passu with A-Line Group to be indemnified by or have a right of recourse against the Customer or such entitlement or right of recourse shall be postponed to A-Line Group' rights against the Customer.

The Customer	
Full Registered Name	
Postal Address	

Guarantor 1	Witness
Full Name	Full Name
Address	Address
Signature	Signature
Date	Date

Guarantor 2	Witness
Full Name	Full Name
Address	Address
Signature	Signature
Date	Date



A-Safe, a division of A-Line Group Australia Pty Ltd (ABN 85 119 780 139), of 44 Levanswell Road, Moorabbin (the "Owner") agrees to hire to the party described as the Customer, the equipment described below on the terms and conditions set out below.

AGREED HIRE TERMS

1. DEFINITIONS

"Commencement Date" means the date on and from which the Hirer has the right to use the Equipment being the date specified in the Schedule hereto;

"Damage Waiver Premium" means the amount paid by the Hirer to the Owner as set out in the Schedule hereto and described in clause 10.

"Rent" means the sum or sums of money payable by the Hirer to the Owner in respect of the Hirer's use of the Equipment being the amount specified in the Schedule hereto.

"Term" means the term of this Agreement specified in the Schedule hereto.

2. LETTING

a. The Owner shall let and the Hirer shall hire the Equipment for the Term commencing on the Commencement Date until expiration of the Term or until earlier termination in accordance with the provisions of this Agreement.

b. Upon expiration of the Term in accordance with Clause 2.a, the Equipment must be immediately returned to the Owner's premises at the Hirer's expense.

3. RENT

a. The Hirer shall pay the Rent to the Owner at its address shown in this Agreement or such other person or place nominated by the Owner. Payment of the Rent shall be made monthly

b. If the Hirer returns the Equipment prior to the expiration of the Term, the Hirer will not be entitled to a discount or rebate.

c. The Owner may charge a fee for accepting payments made by credit card.

d. If the Hirer fails to pay Rent by the payment due date, a late payment fee of \$150 per month, compounding monthly, may be charged. In addition, without limiting Clause 11.d, the Hirer will be liable to indemnify the Owner for all expenses incurred by the Owner in recovering any amounts which the Hirer did not pay by the payment due date.

4. VARIATION

a. The Owner may at any time vary this Agreement by giving the Hirer 30 days written notice of its intention to do so. Any variation of these terms and conditions must be agreed in writing by the Owner and the Hirer.

5. TAX AND GOVERNMENT CHARGES

a. The Hirer will be liable for stamp/hire duty, GST and all other applicable taxes, duties, levies and any other government charges imposed on this Agreement. Where the Hirer claims exemption from duty or tax the Hirer must furnish appropriate exemption certificates to the Owner.

6. MAINTENANCE AND RUNNING EXPENSES

a. The Hirer shall properly keep and maintain the Equipment in good and serviceable condition and in accordance with any instructions of use provided by the Owner to the Hirer.

b. The Hirer shall pay all expenses connected with the proper running of the Equipment as well as its housing, washing, and safe custody during the term of this Agreement.

7. INSPECTIONS

a. The Owner shall have the right from time to time during the term of this Agreement to inspect the Equipment at its absolute discretion without giving to the Hirer any reason for doing so.

8. REPOSSESSION

a. On breach or termination of this Agreement for any reason, the Owner shall have the right to repossess the Equipment at its absolute discretion. For such purpose the Hirer permits and authorises the Owner personally or by any of its employees, agents or independent contractors to enter at any time upon any building or premises where the Equipment may for the time being be stored or housed and to break open by force if necessary any such building or premises. The Hirer further agrees to indemnify the Owner or the Owner's employees, agents or independent contractors against any loss or damage suffered by them whilst exercising or attempting to exercise the rights conferred by this clause.

b. Subject to clause 8.c, upon repossession of the Equipment by the Owner or the Owner's employees, agents or independent contractors this Agreement shall be deemed to be terminated.

c. Repossession of the Equipment shall not prejudice any claim or demand the Owner may have against the Hirer in respect of any matter or thing occurring prior to the date of such repossession.

9. RESPONSIBILITY FOR DAMAGE

a. The Hirer is responsible for the Goods whilst on hire. If the Goods are lost, stolen or damaged during the Hire Period the Hirer will be liable for:

i. any costs incurred by Aline Group in repairing or the new replacement cost of the Goods, and

ii. any other costs whatsoever incurred by Aline Group as a result of the loss, theft or damage to the Goods, including the

iii. continuation of hire charges when the damages were caused by the negligence or act or omission of the Hirer; except where the Hirer pays the Damage Waiver fee, in which case its liability is subject to the damage waiver Fee Clause below.

10. DAMAGE WAIVER

a. Where Damage Waiver charges have been charged to the Hirer, Aline Group agrees, upon prompt submission of a written Police Report from the Hirer, to waive its rights to claim for loss or damage to the Goods caused by fire, storm, collision, accident, theft or burglary providing adequate precautions have been taken to safeguard the Goods. Such waiving of rights is subject to payment by the Hirer of an excess for either the loss of the Goods or damage to the Goods, being the greater of \$500.00 per item or 10% of the cost of repairs or the new replacement cost of the Goods (as the case may be).

b. Expressly excluded from the above LOSS AND DAMAGE COVER are loss or damage as defined below:

i. Damage due to misuse or abuse of the Goods, or overloading the components thereof

ii. Mysterious disappearance of the Unit.

iii. Loss or damage in contravention of the conditions of this Hire Agreement.

iv. Loss or damage from use in violation of any statutory laws and regulations.

v. Damage caused by exposure to any corrosive substance.

vi. Theft of the Unit unless reasonably locked and secured

vii. Loss or damage during transport, except where transported by Aline Group

viii. Loss or damage to Goods which the Hirer has elected not to pay Damage waiver premium and thereby the Hirer has accepted liability for the Goods and

ix. Any loss or damage caused by negligence of the hirer.

1. Where the Owner determines in its discretion that one of the exclusions in clause 10b applies, Damage Waiver will not apply unless the Hirer is able to establish to the reasonable satisfaction of

the Owner that the exclusion does not apply. The Hirer will provide the Owner with all the information requested by the Owner for the purpose of establishing whether one of the exclusions in clause 10b applies.

11. INDEMNITIES AND EXCLUSIONS OF LIABILITIES

- a. Subject to clause 10.b and except as expressly provided to the contrary in this Agreement all terms, conditions, warranties, undertakings, inducements or representations whether express or implied, statutory or otherwise, relating to the Owner's obligations under this Agreement are excluded.
- b. Where any Act of Parliament implies a term, condition or warranty in this Agreement and that Act of Parliament prohibits provision in a contract excluding or modifying the application, exercise or liability under that term, conditions or warranty, such term, condition or warranty will be deemed to be included in this Agreement provided that the liability of the Owner for breach of the term, condition or warranty is limited to (at the Owner's election) the repair or replacement of the Equipment or the supply of substitute Equipment (or the cost of doing so) and in no event will any liability for damages be greater than the total of the Rental payable under this Agreement.
- c. Subject to clause 10.b, the Owner will not be under any liability to the Hirer for consequential loss or damage (including loss of actual or anticipated profits or revenue, economic loss of any kind or any loss suffered as a result of any clam or claims by third parties) in contract, tort (including negligence) under statute or otherwise from or in relation to use of the Equipment or arising from any breach of this Agreement.
- d. The Hirer is liable for and indemnifies the Owner against all liability, claims, loss, costs and expenses (including, without limitation, legal fees and disbursements on the higher of a full indemnity basis and a solicitor/client basis, determined without taxation, assessment or similar process and whether incurred or awarded against the Owner) and any environmental loss, cost, damage or expense arising from or incurred in connection with the Hirer's hire and use of the Equipment or its breach of this Agreement.
- e. Each indemnity in this Agreement is a continuing obligation, separate and independent from the other obligations of the parties and survives termination, completion and expiration of this Agreement. It is not necessary for a party to incur expense or make any payment before enforcing a right of indemnity conferred by this Agreement. The Hirer must pay on demand any amount it must pay under an indemnity in this Agreement.
- f. Subject to Clause 10.2, the Hirer agrees, prior to hiring the Equipment that it has satisfied itself as to the suitability, condition and fitness for purpose of the Equipment. The Owner gives no warranty that the Equipment is fit or appropriate for the Hirer's purpose.

12. ACCIDENT OR BREAKDOWN

The Hirer shall not be entitled to recover from the Owner any sum for any delay, inconvenience or loss of any kind due to any accident, breakdown or defect in the Equipment.

13. FAILURE TO RETURN EQUIPMENT

- a. If the Hirer fails to return the Equipment at the expiration of the Term, the Term shall be automatically extended and Rent shall continue to be payable until the Equipment is back in the possession of the Owner.
- b. In addition to Clause 13.a, if the Equipment is not returned to the Owner on the date of expiration or upon earlier termination of this Agreement, the Owner shall, without prejudice to any other rights and remedies the Owner may have at law or in equity, be at liberty to forthwith notify the Police of the circumstances and generally to take such action or proceeding as the Owner may deem necessary for the recovery of possession of the Equipment.

14. NOTIFICATION OF DAMAGE OR ACCIDENT

If any damage occurs to the Equipment or mechanical difficulty manifests itself in the Equipment, or any accident occurs in which the Equipment is involved, the Hirer agrees to immediately notify the Owner by telephone and in writing giving full details in respect thereof and furnish such further information in relation thereto as the Owner may reasonably require. The Hirer shall obey such reasonable instructions of the Owner in respect of the repair, removal or disposal of the Equipment as the Owner may communicate to it. The Hirer has no authority to pledge the Owner's credit for any repairs to the Equipment or to create any lien in respect thereof.

15. DUTIES OF HIRER

- a. The Hirer warrants, covenants and undertakes that it will:
 - i. not authorise, permit or suffer the Equipment to be used or operated by any other person or persons other than licensed, civil and trustworthy operators during the term of this Agreement;
 - ii. not part with possession of the Equipment;
 - iii. not remove or permit or suffer the Equipment to be taken outside of the State of Victoria without the prior written consent of the Owner;
 - iv. comply with all relevant provisions of any statutes (and all rules or regulations made thereunder) in force in relation to the use or operation of the Equipment;
 - v. not sell, offer for sale, assign, mortgage, pledge, under-let or otherwise deal with the Equipment;
 - vi. display on the Equipment in a prominent and visible place the fact that the Equipment is owned by the Owner, the particulars of the Owner and the contact details of the Owner; and
 - vii. return the Equipment to the location from which the Equipment was collected by the Hirer.

16. REMOTE AREA HIRE CONDITIONS

Definitions:

"Remote Area" is a location in excess of 50km from nearest Owner's branch.

- a. The repairs and maintenance for all Equipment operating in a Remote Area will be subject to a per kilometer travel charge, calculated by the Owner, both to and from the site nominated by the Hirer.
- b. Multiple items of Equipment hired by the same Hirer on the one site will only be charged as one call out.
- c. The Hirer otherwise remains responsible for daily maintenance and care of all Equipment in their possession.
- d. If the Equipment breaks down in a Remote Area the Hirer will in addition to the travel costs in clause 16.a also pay the Owner the costs associated with any attendance to the site

17. TERMINATION

- a. This Agreement may be terminated by the Owner immediately if any of the following shall occur:
 - i. any breach or default by the Hirer of any of the provisions of this Agreement;
 - ii. any act of dishonesty or fraud by the Hirer in the conduct of any of its businesses or in relation to any matter pertaining to this Agreement;
 - iii. the Hirer fails to fully comply with and observe all relevant governmental or judicial requirements pertaining to or governing the operation of its businesses or becomes no longer authorised or empowered to carry on the business activities contemplated by this Agreement; or
 - iv. the bankruptcy, insolvency or liquidation of the Hirer;
- b. The Owner may terminate the Hire Agreement for any other reason by giving 3 days written notice to the Hirer.
- c. The termination of this Agreement shall not affect or limit any rights or remedies of a party that accrued prior to the termination of this Agreement.

18. WAIVER

Any failure by either party to enforce any provisions of this Agreement, or any forbearance, delay or indulgence granted by one party to the other party shall not be construed as a waiver of that party's rights under this Agreement, unless such waiver shall be by notice in writing signed by that party.

19. NO ASSIGNMENT

The Hirer shall not assign, sub-license or sub-contract this Agreement or any right, power or obligation under this Agreement without the prior written consent of the Owner.

20. OWNERSHIP AND SECURITY

- a. For the purposes of this clause, "PPSA" means the *Personal Property Securities Act 2009* (Cth) and all regulations made under that Act. All references to sections are to sections of the PPSA.
 - b. The Owner and the Hirer agree that all right, title and interest in the Equipment remains with the Owner notwithstanding:
 - i. the delivery of the Equipment to the Hirer;
 - ii. if the Equipment becomes a fixture; and
 - iii. the possession of the Equipment by the Hirer, subject only to the rights of the Hirer as a mere bailee of the Equipment.
 - c. The Hirer acknowledges and agrees with the Owner that:
 - i. this Agreement constitutes a PPS Lease and thereby creates a security interest for the purposes of PPSA;
 - ii. The Owner may at its discretion register a financing statement in respect of any security interest created by this Agreement.
 - d. The Hirer undertakes to:
 - i. sign any and all further documents and provide any and all further information, such information to be complete, accurate and up to date in all respects, which the Owner may reasonably require to register a financing statement or a financing change statement on the Personal Property Securities Register established under the PPSA;
 - ii. not register a financing change statement or an amendment demand in relation to any security interest created by this Agreement without the prior written consent of the Owner; and
 - iii. give the Owner not less than fourteen (14) days prior written notice of any proposed changes in the Hirer's name or any other change in the Hirer's details.
 - e. The Hirer agrees that nothing in sections 130 or 143 of the PPSA will apply to this Agreement, or the security thereunder.
 - f. The Hirer waives its right to do or have done any of the activities referred to in section 95, 132(2), 129(2), 132, 135(1) and 143 of the PPSA.
21. **FURTHER ASSURANCES**
- a. The parties to this Agreement shall execute all such documents and do all actions, matters or things that may be necessary or desirable to give effect to the provisions of this Agreement.
 - b. The person who signs this Agreement for and on behalf of the Hirer covenants with the Owner that they are authorised by the Hirer to enter into the Agreement on the Hirer's behalf and bind the Hirer to the Agreement.
 - c. The person who signs the Agreement in accordance with Clause 21.2 indemnifies the Owner against all losses, costs and claims incurred by the Owner arising out of the person so signing the Agreement not in fact having such power and or authority.
22. **CREDIT ACCOMMODATION**
- If the Owner has provided the Hirer with credit accommodation, the Owner may review and withdraw the credit accommodation, without notice and at any time, upon breach of this Agreement. If the Owner withdraws the credit accommodation, the Owner will provide the Hirer with a statement requiring payment within 7 days, of any amount due and owing.
23. **TIME**
- Time shall be of the essence.
24. **RIGHT OF REFUSAL TO HIRE**
- The Owner may refuse to Hire Equipment to a Hirer at its absolute discretion.
25. **NOTICES**
- Any notice may be given by either party by prepaid registered post addressed to the other party at its last-known address, or in the case of a company at its registered office, and any such notice shall be deemed to have been received two (2) days after the day on which it was posted. Proof that such notice was properly addressed, prepaid and posted shall be sufficient evidence of service.
26. **ENTIRE AGREEMENT**
- This Agreement constitutes the entire Agreement between the parties and any prior arrangements, agreements, representations or undertakings are hereby superseded.
27. **SEVERABILITY**
- If any provision of this Agreement is held by a court of law having jurisdiction in the matter to be invalid, unenforceable or illegal for any reason, the Agreement shall remain otherwise in full force apart from such provision, which shall be deemed to be deleted.
28. **INTERPRETATION**
- In the interpretation of this Agreement wherever a party comprises two (2) or more persons the obligations and benefits contained in this Agreement shall be joint and several. References to the singular shall include the plural and vice versa. References to one gender shall include all other genders. Headings in this Agreement are for convenience only and have no legal significance.
29. **GOVERNING LAW**
- This Agreement shall be governed by and construed according to the laws in force for the time being in the State of Victoria and the parties hereby submit to the jurisdiction of the courts in the State of Victoria.
30. **COUNTERPARTS**
- This Agreement may be executed in counterparts. All executed counterparts constitute one document.

I hereby agree to the above terms and conditions for A-Safe hire.

Executed as an Agreement on the _____ day of _____ 20_____

Signed for and on behalf of the HIRER:

SIGNED: _____

Name: _____ Position: _____