



Please complete this form in block letters and send back via-email to bookings@semhire.com.au

I/we hereby apply to establish an account with Sydney Earthmoving & Machinery Hire PTY LTD (SEM Hire) and submit the following confidential information for this purpose. I/we will strictly adhere to your trading terms and conditions at all times.

ACCOUNT TERMS

30 days COD Other

Estimated Monthly Purchases:

Credit Limit Required:

Insurances provided?

Yes No

(Insurances need to be provided for 30 day trading accounts)

CUSTOMER DETAILS

Registered Company Name

Trading Name ABN

Business Type Private Company Individual/Sole Trader Other _____
 Partnership Trust

*If your business is a trust, please supply copies of the first & last two pages of your Trust Deed

REGISTERED BUSINESS ADDRESS

City/Town Phone

State Post Code Fax

DIRECTOR'S DETAILS

Full Name Date of Birth

Address Post Code Driver's Licence No

City/Town State Banking Details

Bank & Branch Terms & Conditions

Full Name Date of Birth

Address Post Code Driver's Licence No

City/Town State Banking Details

Bank & Branch Terms & Conditions





MAIN ACCOUNT CONTACT

Full Name Phone

Email Fax

Address

City/Town State Post Code

TRADE REFERENCES

Company Name

Contact Name Phone

Company Name

Contact Name Phone

Company Name

Contact Name Phone

ACCOUNT DETAILS

Accounts Payable Contact Phone

Email Fax

Billing Address (if different from registered)

City/Town State Post Code

BANKING DETAILS

Business Type EFT Cash Credit Card

Credit Card Number Expiry Date CVV

Name On The Card

By signing this account form you agree to be bound by the Terms & Conditions which can be found at semhire.com.au

Authorised Signature





1. I acknowledge and agree that Sydney Earthmoving & Machinery Hire PTY LTD (SEM Hire) has advised me that it may give certain personal information about me to a credit reporting agency.
2. I acknowledge and agree that Sydney Earthmoving & Machinery Hire PTY LTD (SEM Hire) may conduct a search to identify all property, rights, and undertakings, owned by me, wherever situated, including without limitation all real and personal property, choses in action, goodwill and capital.
3. I acknowledge and agree that Sydney Earthmoving & Machinery Hire PTY LTD (SEM Hire) may obtain information me from a business, which provides information about the credit worthiness of persons for the purpose of assessing my application for consumer credit.
4. I acknowledge and agree that Sydney Earthmoving & Machinery Hire PTY LTD (SEM Hire) may obtain a consumer credit report containing information about me from a credit reporting agency for the purpose of assessing my application for commercial credit.
5. I acknowledge and agree that Sydney Earthmoving & Machinery Hire PTY LTD (SEM Hire) may exchange information with the credit providers named in a consumer credit report issued by a credit reporting agency to assess an application for credit, to assess creditworthiness, to notify if there has been a default, or to exchange information with other credit providers as to the status of my credit or if there has been a default.
6. I acknowledge and agree that Sydney Earthmoving & Machinery Hire PTY LTD (SEM Hire) may obtain from a credit-reporting agency a consumer credit report containing information about me for the purpose of assessing whether to accept me as a guarantor for credit applied for by or provided to me. I agree that this agreement commences from the date of this agreement and continues until the credit covered by this application ceases.
7. I acknowledge and agree that Sydney Earthmoving & Machinery Hire PTY LTD (SEM Hire) may give to a person who is currently a guarantor, or whom I indicated is considering becoming a guarantor, a credit report containing information about me to allow them to decide if they are to act as a guarantor or to continue being a guarantor.
8. I understand that the information disclosed can include anything about my 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.

.....
Name

.....
Name

.....
Date

.....
Date





DEED OF GUARANTEE AND INDEMNITY AND CHARGE

I / We, _____ (“the Guarantors”) of
 _____ (“the Guarantor’s Address”), agree that in consideration of
 Sydney Earthmoving & Machinery Hire PTY LTD (SEM Hire) continuing to provide Goods, Services to
 _____ (“the Customer”), the Guarantors enter into this Deed and agrees as follows:

1. The Guarantors guarantee the due and punctual payment of all monies which are now or may time to time be owing by the Customer on any account whatsoever.
2. The Guarantors agree that if the Customer does not pay to Sydney Earthmoving & Machinery Hire PTY LTD (SEM Hire) any of the guaranteed money when due, the Guarantors will pay the guaranteed money Sydney Earthmoving & Machinery Hire PTY LTD (SEM Hire) within 7 days of such demand.
3. This Guarantee is irrevocable and will be a continuing Guarantee and will not be released by any neglect or delay by Sydney Earthmoving & Machinery Hire PTY LTD (SEM Hire) in enforcing payment of any of the monies which are now or may from time to time be owing.
4. This Guarantee will not be discharged by any immediate payment or settlement of accounts.
5. This Guarantee is to continue to be binding upon the Guarantors notwithstanding the death or insolvency or liquidation of the Customer.
6. That the Guarantors may not invoke any defence, cross-claim, or set-off available to the Customer and agree to pay the monies due without any deduction.
7. For the purpose of securing payment to Sydney Earthmoving & Machinery Hire PTY LTD (SEM Hire), the Guarantors charge to Sydney Earthmoving & Machinery Hire PTY LTD (SEM Hire) all of their beneficial interest in real property and personal property wherever situated.
8. The Guarantors will pay all costs, fees, charges, and expenses including legal costs incurred by Sydney Earthmoving & Machinery Hire PTY LTD (SEM Hire), arising out of or incidental to this Guarantee or the performance or failure of the Customer to perform all of its obligations under any agreement between the Customer and Sydney Earthmoving & Machinery Hire PTY LTD (SEM Hire).
9. This Guarantee shall be governed by the laws of the State of New South Wales and the parties to this Guarantee irrevocably submit to the jurisdiction of the Courts of New South Wales in respect of all claims proceeding and matters arising out of this Guarantee.

IN WITNESS OF THIS GUARANTEE

the guarantors have signed and/or affixed their seals on this _____ day of _____.

SIGNED SEALED AND DELIVERED

by the Guarantors in the presence of:

.....
 Witness Name

.....
 Guarantor 1

.....
 Witness Address

.....
 Guarantor 2

