



CREDIT APPLICATION FORM

Company Name ("the Applicant") _____

Trading Name (if applicable) _____

ABN _____ email _____

Postal Address _____

Business Address _____

Ph _____ Fax _____ Mobile _____

Banking details: BSB No: _____ Acc No: _____

DIRECTORS:

Name _____ D.O.B _____ A/H Ph _____

Name _____ D.O.B _____ A/H Ph _____

TRADE REFERENCES:

Name _____ Ph _____

Name _____ Ph _____

Name _____ Ph _____

Name _____ Ph _____

Amount of Credit sought _____

I have read and am in possession of the Hire Agreement of Independent Portable Buildings Pty Limited ACN 064 198 072 and agree in full with all the requirements stated. I am authorised to enter into this agreement on behalf of the Applicant.

Signature of Authorised Officer _____

Print Name of Authorised Officer _____

Capacity of Authorised Officer (e.g. director) _____

Signature of Witness _____

Print Name of Witness _____ Date _____

"Credit authorised pursuant to this Credit Application is subject to the provisions of the Building and Construction Industry Security of Payment Act 1999 NSW."

"Any invoice issued pursuant to credit authorised under this Credit Application shall be subject to the Building and Construction Industry Security of Payment Act 1999 NSW."



QM.12– Credit Application - Deed of Guarantee

DEED OF GUARANTEE dated:

PARTIES: Independent Portable Buildings Pty Limited (ACN 064 198 072), of 322 Manns Road, West Gosford in the State of New South Wales (“IPB”);

AND Company Name:
of: Company Address:

INTRODUCTION:

- A. IPB manufactures and supplies portable or modular buildings to its customers.
- B. The Customer wishes to enter into an agreement, referred to as the Independent Portable Buildings – Hire Agreement (“the Agreement”), with IPB for the hire of Equipment by IPB to the Customer.
- C. The terms of the Agreement include (but are not limited to) the requirement that IPB be paid for hiring Equipment to the Customer.
- D. As a condition of entering into the Agreement, IPB requires the Guarantor(s), who is/are director(s)/shareholder(s) of the Customer, to provide a personal guarantee/personal guarantees of the Customer’s performance of its obligations under the Agreement.

THE PARTIES AGREE:

1. If the Customer fails to comply with its obligations under the Agreement:
 - (a) the Guarantors will be jointly and severally liable for any debt due and owing by the Customer to IPB pursuant to the Agreement; and
 - (b) IPB is entitled to take action against the Guarantors directly without first proceeding against the Customer.
2. The Guarantors jointly and severally indemnify IPB for any consequential loss or damage incurred by IPB resulting from the acts or omissions of the Guarantors or the Customer in their respective capacities as Guarantors and Customer. This indemnity includes (but is not limited to) any requirement by law for IPB to surrender to a third party any payments made to IPB by the Customer.
3. If a Guarantor named as a party to this Deed does not execute this Deed (for whatever reason), the terms will bind the other Guarantors who have executed this Deed regardless of the first-mentioned Guarantor’s failure to execute this Deed.
4. The provisions of this Deed remain in force after the completion of the Customer’s and IPB’s obligations under the Agreement.



EXECUTED AS A DEED

EXECUTED for and on behalf of **INDEPENDENT PORTABLE BUILDINGS PTY LIMITED (ACN 064 198 072)** in accordance with Section 127(1) of the *Corporations Act 2001* by authority of the Directors:

Signature of Director

Mark Nalder

Name of Director

EXECUTED for and on behalf of
Company Name:

(**ACN/ABN:**) in accordance with Section 127(1) of the Corporations Act 2001 by authority of the Directors:

.....
Signature of Director

.....
Signature of Director/Secretary

.....
Name of Director

.....
Name of Director/Secretary

SIGNED SEALED & DELIVERED by

.....
Name of Guarantor

in the presence of:

.....
Signature of Witness

.....
Signature of Guarantor

.....
Name of Witness