



106-108 Herald St  
Cheltenham VIC 3192  
03 9534 8904  
hire@kelmhire.com.au

PLEASE EMAIL COMPLETED FORM TO [accounts@kelmhire.com.au](mailto:accounts@kelmhire.com.au)  
PLEASE COMPLETE ALL SECTIONS OF THIS FORM FOR YOUR CREDIT APPLICATION TO BE APPROVED  
THIS AGREEMENT IS BETWEEN KELM HIRE P/L ("WE, US, OUR") AND THE APPLICANT ("YOU, YOUR")

## APPLICANTS' TRADING

Name: \_\_\_\_\_ ACN: \_\_\_\_\_  
If Applicant is a Company, Company Name: \_\_\_\_\_ ABN: \_\_\_\_\_  
Accounts Contact Name: \_\_\_\_\_  
Street Address: \_\_\_\_\_ Postcode: \_\_\_\_\_  
Postal Address: \_\_\_\_\_ Postcode: \_\_\_\_\_  
Telephone No: \_\_\_\_\_ Accounts Email Address: \_\_\_\_\_  
Credit Limit required: \$ \_\_\_\_\_ If sole trader, please supply date of birth: \_\_\_\_\_

## TRADE REFERENCES

1. Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_  
2. Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_  
3. Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

### THE APPLICANT HEREBY APPLIES TO OPEN/CONTINUE TO OPERATE AN ACCOUNT WITH KELM HIRE AUSTRALIA PTY LIMITED.

The Applicant acknowledges that the Applicant has read and understood the Terms and Conditions of Trading attached hereto. If Kelm Hire Pty Limited agrees to supply the Applicant with equipment and/or labour whether on hire or by sale, then all transactions will be subject to those terms and conditions, unless Kelm Hire Pty Limited agrees otherwise in writing.

The Applicant warrants and represents that all of the information set out in this application is true and correct and that the Applicant has not omitted or withheld any information which would or might be material to Kelm Hire Pty Limited in making a decision to grant credit or supply equipment or labour to an intended customer. The Applicant is not aware of any facts or circumstances which, if made known to Kelm Hire Pty Limited, would result in Kelm Hire Pty Limited not opening an account for the Applicant or granting credit to the Applicant or agreeing to supply the Applicant with equipment and/or labour. The Applicant hereby authorises Kelm Hire Pty Limited to make such enquiries as it considers relevant or necessary to decide whether or not to accept this application.

DECLARATION. The Applicant declares that the credit to be provided to the Applicant by Kelm Hire Pty Limited is to be provided wholly or predominantly for business purposes. Important: you should not sign this declaration unless the credit provided and the Equipment hired is wholly or predominantly for business purpose. By signing this Application you may lose your protection under the Consumer Credit Code. PRIVACY ACT 1988: The Applicant and the Authorised Officer agree to Kelm Hire Pty Limited obtaining from a credit reporting agency a credit report containing personal credit information about the Applicant and the Authorised Officer in relation to commercial credit provided by Kelm Hire Pty Limited and the Applicant and the Authorised Officer agree to Kelm Hire Pty Limited obtaining personal information about the Applicant and the Authorised Officer from other credit providers, whose names the Applicant and the Authorised Officer may have provided to Kelm Hire Pty Limited or that may be named in a credit report, for the purpose of assessing the Applicant's application for commercial credit. The Applicant and the Authorised Officer understand that this information can include any information about the Applicant's and Authorised Officer's credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to give or receive from each other under the Privacy Act.

The Applicant agrees and acknowledges settlement terms of 30 days from date of invoice.

## SIGNED FOR AND ON BEHALF OF THE APPLICANT BY A DULY AUTHORISED OFFICER:

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_ Signature: \_\_\_\_\_

Witness Name: \_\_\_\_\_ Witness Signature: \_\_\_\_\_

## GUARANTEE AND INDEMNITY

The Guarantor unconditionally and irrevocably guarantees payment to Kelm Hire Pty Limited of all monies now or at any time hereinafter due, owing or incurred by the Applicant to Kelm Hire Pty Limited. The Guarantor shall pay to Kelm Hire Pty Limited any monies due under this guarantee on demand.

The Guarantor unconditionally and irrevocably indemnifies Kelm Hire Pty Limited against any loss Kelm Hire Pty Limited may suffer as a result of the failure of the Applicant, for any reason whatsoever, to pay Kelm Hire Pty Limited any monies due to it. The Guarantor agrees as principal debtor/s to pay to Kelm Hire Pty Limited on demand a sum equal to the amount of any such loss. This Guarantee and Indemnity is a continuing security. The Guarantor waives any right the Guarantor may have of first requiring Kelm Hire Pty Limited to proceed against or claim payment from the Applicant. The Guarantee and Indemnity is given by the Guarantor in consideration for Kelm Hire Pty Limited having agreed to supply (or as the case may be having agreed to continue to supply) certain goods to the Applicant and to grant (or as the case may be having agreed to continue to grant) credit facilities to the Applicant. Where more than one person executes this Guarantee and Indemnity their liability shall be joint and several. The Guarantor agrees that Kelm Hire Pty Limited may seek from a credit reporting agency, a credit report containing personal information about the Guarantor to assess whether to accept the Guarantor as the guarantor for credit applied for or provided to, the Applicant. The Guarantor agrees that if Kelm Hire Pty Limited approves the Applicant's application for credit this agreement remains in force until the credit facility covered by the Applicant's application ceases.



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IF YOU DO NOT UNDERSTAND THIS DOCUMENT YOU SHOULD SEEK INDEPENDENT LEGAL ADVICE.

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IN WITNESS WHEREOF THIS GUARANTEE & INDEMNITY WAS SIGNED AT ON THIS DAY OF 20

Signature of Witness: \_\_\_\_\_ Signature of Guarantor: \_\_\_\_\_

1. NAME: \_\_\_\_\_ NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ ADDRESS: \_\_\_\_\_

Signature of Witness: \_\_\_\_\_ Signature of Guarantor: \_\_\_\_\_

2. NAME: \_\_\_\_\_ NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ ADDRESS: \_\_\_\_\_

## EFT DETAILS

Company Trading Name: Kelm Hire Pty Ltd

### Account Contact Details

Phone: (03) 9534 8904

Email: [accounts@kelmhire.com.au](mailto:accounts@kelmhire.com.au)

### Name of Bank: Westpac

Account Name: Kelm Hire Pty Ltd

BSB No: 033-082

Account No: 331-532

Please email remittance advice.

Email: [accounts@kelmhire.com.au](mailto:accounts@kelmhire.com.au)

Kelm Hire Pty Ltd

ABN 38 608 258 555

## KELM HIRE OFF – HIRE POLICY

When you have finished with the hired equipment please call our office and let us know that you have finished with the item and would like it collected.

You will be quoted an off hire number when you call to off hire the equipment. Please record this number as it will record the date of off hire.

Please ensure any electric EWP units have sufficient charge left on them to be driven onto the truck during collection.

Any questions please call (03) 9534 8904