

APPLICATION TO OPEN OR CONTINUE AN ACCOUNT

THIS APPLICATION MUST BE EMAILED TO: accountapplications@starscaffolds.com.au

SECTION A – COMPANY INFORMATION			
Company Name: ("Hirer/Buyer")		Company Phone:	
Company ABN:		Company ACN:	
Trust Name:			
Trust ABN/ACN:			
Trading Name:			

Company Type:

Public Company

Pty Ltd

Trust

Partnership

Sole Trader

SECTION A – COMPANY ADDRESS			
Registered Office:	Street:		
	Suburb:		Postal Code: <input type="text"/>
Postal Address:	Street:		
	Suburb:		Postal Code: <input type="text"/>
Principal Place of Business:	Street:		
	Suburb:		Postal Code: <input type="text"/>

SECTION A – COMPANY CONTACTS			
Accounts Contact:	Accounts Contact Name:		
	Email:		Phone: <input type="text"/>

SECTION A – DIRECTORS, PARTNERS & SHAREHOLDER INFORMATION			
# 1 <small>Primary Contact</small>	Full Name:		Position:
	Residential Address:		DOB:
	Email:		Driver's Licence #
# 2	Full Name:		Position:
	Residential Address:		DOB:
	Email:		Driver's Licence #
# 3	Full Name:		Position:
	Residential Address:		DOB:
	Email:		Driver's Licence #

SECTION A – CREDIT & PAYMENT INFORMATION			
Do you require a Purchase Order Account* : <i>(whereby a purchase order number for jobs & extensions are required in advance)</i>			<i>*If 'YES', special conditions apply, refer to: Section C: Purchase Order Accounts</i>
Expected Monthly Expenditure Amount (\$AUD):		Expected Payment Method	

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SECTION B – TRADE REFERENCES			
# 1	Company Name:		Phone:
	Company Address:		
	Contact Name:		Email:
# 2	Company Name:		Phone:
	Company Address:		
	Contact Name:		Email:
# 3	Company Name:		Phone:
	Company Address:		
	Contact Name:		Email:

SECTION C – REPRESENTATIONS & WARRANTIES
<p>I/We hereby apply to open/continue to operate an account with Waco Kwikform Ltd T/A Star Scaffolds (“Star Scaffolds”) or (the “Company”).</p> <p>I/We acknowledge that I/We have read, understood, and agree with the Terms and Conditions as set out on the Star Scaffolds website and as may be varied from time to time. Should Star Scaffolds agree to supply me/us with equipment and/or services, then all such transactions will be subject to the Terms and Conditions unless Star Scaffolds agrees otherwise in writing.</p> <p>I/We warrant and represent that all of the information set out in this application is true and correct and that I/We have not omitted or withheld any information which would or might be material to Star Scaffolds in deciding to grant credit or supply equipment and/or labour to an intended customer.</p> <p>I/We are not aware of any facts or circumstances which, if made known to Star Scaffolds, would result in Star Scaffolds not opening an account, granting credit or agreeing to supply me/us with equipment and/or labour.</p> <p>I/We hereby authorise Star Scaffolds to make such enquiries as it considers relevant or necessary to decide whether or not to accept this application.</p> <p>This application will contain information about individuals and Star Scaffolds is required to handle that information in accordance with the Australian Privacy Act 1988 and other relevant privacy laws.</p> <p>I/We acknowledge and understand that:</p> <ol style="list-style-type: none"> Star Scaffolds collects personal information about me/us that is necessary for Star Scaffolds to provide me/us with its products and services. I/We are not obliged by law to provide this information but if Star Scaffolds does not collect this information, Star Scaffolds may be unable to provide me/us with its products or services. Star Scaffolds may disclose my/our personal information to third parties and organisations that provide services to Star Scaffolds to the extent considered necessary in connection with its business relationship with me/us. I/We have the right to access and correct any personal information supplied, provided it can be readily retrieved, subject to some exceptions under the law. Star Scaffolds’ Privacy Policy is available upon request and sets out its approach to management of personal information, including how I/We can seek access to and correction of my/our personal information, and how to make a complaint about a breach of privacy. Star Scaffolds may use personal information to let me/us know about products and services that Star Scaffolds thinks may be of interest. I/We may opt-out of receiving marketing information at any time by notifying Star Scaffolds using the contact details on this application form. <p>I have brought the information in the above paragraph of Section C to the attention of all individuals named above, who have the same privacy rights as I do in their dealings with Star Scaffolds.</p>

SECTION C - PURCHASE ORDER ACCOUNTS
<p>Should the Hirer/Buyer elect to open and/or maintain a purchase order (“PO”) account, the Hirer/Buyer agrees to provide any required PO numbers to Star Scaffolds within a reasonable time frame. Specifically, if a Hirer/Buyer wishes to extend any job past the initial hire period (“Initial Hire End Date”), the Hirer/Buyer will provide Star Scaffolds with a new PO number within a maximum of 3 business days from the Initial Hire End Date unless otherwise stated in the terms of their quotation. Should the Hirer/Buyer fail to provide a required PO or honour payment within 30 days of presentation of an invoice, the Hirer/Buyer may be deemed to be in breach of Star Scaffolds’ Terms and Conditions, which may result in the job being dismantled at Star’s convenience, the Hirer/Buyer being invoiced for any outstanding amount for the job and/or having a stop credit hold placed on the Hirer/Buyer’s account.</p>

SECTION C – SIGNATURE SECTION			
<i>The signatory below warrants they are duly authorised to accept this agreement and thereby enter into this legally binding contract.</i>			
Authorised Signatory:	Signature:	X	
	Full Name:		Date:
Witness:	Signature:	X	
	Full Name:		Date:

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SECTION D – GUARANTEE AND INDEMNITY

For the purposes of this Guarantee and Indemnity, Debtor (the "Debtor") means the Hirer/Buyer, company, business and/or director/partners/shareholders whose names and details appear in Section A of this form and Waco Kwikform Ltd T/A Star Scaffolds is ("Star Scaffolds or the "Company").

I/We unconditionally and irrevocably, as principal obligations and without the need for any prior demand to me/us:

- a) guarantee to Star Scaffolds the due and punctual payment of all monies now, or at any time in the future, owing by the Debtor to Star Scaffolds; and
 - b) indemnify Star Scaffolds against any loss Star Scaffolds may suffer as a result of the failure of the Debtor, for any reason, to pay Star Scaffolds any money due to it.
- This guarantee and indemnity represent continuing security and will not be affected by the death, incapacity, administration, bankruptcy, or insolvency of the Debtor.

I/We waive any right I/We may have of first requiring Star Scaffolds to proceed against or claim payment from the Debtor.

This guarantee and indemnity is given by the Debtor in consideration for Star Scaffolds having agreed to grant (or as the case may be having agreed to continue to grant) credit facilities to the Debtor or to allow the Debtor to pay off its debt to Star Scaffolds by instalments.

I/We acknowledge that the credit facilities with the Debtor may be varied or replaced from time to time, and I/We confirm that this guarantee and indemnity includes any amount payable under any credit facility as varied or replaced.

Where more than one person executes this guarantee and indemnity, our liability is joint and several.

I/We charge in favour of Star Scaffolds all interest in land and personal property held now or in the future (secured property) to secure payment of the monies, and in compliance with all obligations, provided by this guarantee and indemnity.

I/We consent to Star Scaffolds lodging for registration a mortgage, charge, or security interest (security instrument) and/or caveat over the secured property or any part of it.

I/We will immediately execute a security instrument as required by Star Scaffolds in respect of the secured property or any part of it and, if I/We fail to do so within a reasonable time of being so requested, then I/We irrevocably appoint any director or officer of Star Scaffolds to be my/our true and lawful attorney to execute and register such security instrument.

I/We acknowledge and understand that:

- a) Star Scaffolds collects personal information about me/us that is necessary for Star Scaffolds to provide me/us with its products and services. I/We are not obliged by law to provide this information but if Star Scaffolds does not collect this information, Star Scaffolds may be unable to provide me/us with its products or services.
- b) Star Scaffolds may disclose my/our personal information to third parties and organisations that provide services to Star Scaffolds to the extent considered necessary in connection with its business relationship with me/us. Star Scaffolds may disclose my/our personal information to regulatory bodies where this is required by law.
- c) I/We have the right to access and correct any personal information supplied, provided it can be readily retrieved, subject to some exceptions under the law.
- d) Star Scaffolds' Privacy Policy is available upon request and sets out its approach to management of personal information, including how I/We can seek access to and correction of my/our personal information, and how to make a complaint about a breach of privacy.
- e) Star Scaffolds may use my/our personal information to let me/us know about products and services that Star Scaffolds thinks may be of interest to me/us. I/We may opt out of receiving marketing information at any time by using the contact details on this application form.

I/We agree that Star Scaffolds may obtain and use a consumer credit report or commercial credit report or a credit reporting body to assess whether to accept me/us as a guarantor/s for commercial credit applied for by the Debtor, and in connection with collecting overdue payments covered by this guarantee. These reports may include credit information, and information concerning my/our commercial activities, credit activities or creditworthiness.

SECTION D – GUARANTOR SIGNATURE SECTION

In witness whereof this Guarantee and Indemnity was signed at:

		Address/City/State	Day	Month	Year
Guarantor #1	Signature:	X			
	Full Name:			Date:	
	Address:				
Witness #1	Signature:	X			
	Full Name:			Date:	
	Address:				
Guarantor #2	Signature:	X			
	Full Name:			Date:	
	Address:				
Witness #2	Signature:	X			
	Full Name:			Date:	
	Address:				