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(on the roundabout)
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HIRE ACCOUNT APPLICATION FORM

Company or Business Name
Address Postcode
Postal Address Postcode
Type of Business
Phone Fax Mobile Phone
Corporate Name ABN
Registered Office
Driver's Licence No.
Email Address

Directors (or Proprietors)(Full Names)	Address	Phone
1.....		
2.....		
3.....		

REFERENCES (3 within the last 12 months)

1. (Another Hire Company) Phone
2. Phone
3. Phone
Signature of Applicant Date

GUARANTEE

I/We, being Director/s and/or Guarantor(s) of the above Company or Business or Person, request MV Hire Pty Ltd ("the Owner") to enter into hire agreements from time to time with the Company and in consideration of the Owner so doing I/We (jointly and severally) unconditionally guarantee to the owner the due payment by the Company of all moneys payable to the Owner by the Company and the due performance by the Company of all its obligations under any such hire agreements to the intent that should the Company default I/We shall pay such moneys and all loss or damage to the owner on demand. I/We (jointly and severally) unconditionally and irrevocably agree to indemnify and keep indemnified the Owner against all loss, damage, costs and expenses whatsoever which the owner may suffer or incur as a result of any default on the part of the Company in relation to its obligations under any hire agreements. My/Our obligations are principal obligations and the Owner shall not be required first to proceed against the Company. This guarantee is continuing and irrevocable until the whole of the Company's obligations have been paid or satisfied, and shall not be affected in any way by the Owner granting time, credit or any indulgence to the Company. This guarantee and indemnity shall bind My/Our personal representatives.

I/We by the execution of this application agree to all terms and conditions as shown on the reverse of this application and consent to MV Hire seeking information from another credit provider or credit reporting agency about my consumer credit worthiness in relation to an application for commercial or consumer credit.

Dated this day of 20

Guarantor(s) Signature.....	Name.....
Guarantor(s) Signature.....	Name.....
Witness Signature	Name.....

ARE ORDER NUMBERS REQUIRED? YES ☐ NO ☐ IF SO, THE SUPPLY OF SUCH IS THE CLIENT'S RESPONSIBILITY.
A HIRE ACCOUNT, IF GRANTED, DOES NOT OBLIGE MV HIRE TO SUPPLY ANY GOODS.
MONTHLY ESTIMATED HIRE \$ (NOTE: THIS IS NOT A CREDIT LIMIT.)

ACCOUNTS ARE DUE AND PAYABLE WITHIN THIRTY (30) DAYS OF THE DATE OF STATEMENT.
THIS HIRE ACCOUNT MAY BE CANCELLED/SUSPENDED/VARIED WITHOUT NOTICE IF ACCOUNTS NOT PAID BY DUE DATE.

OFFICE USE ONLY

M.V. HIRE PTY LTD

ABN 47 092 497 133

STANDARD TERMS AND CONDITIONS

1. In these conditions and in the agreement "Owner" means M.V. HIRE PTY LTD and its assigns and "Hirer" means any person, company, corporation, or government instrumentality (including the personal representatives and permitted assigns and any person or corporation entitled or required by law to administer the Hirer's affairs) who shall hire any equipment from the Owner. "Goods" means all wares, merchandise, plant and machinery, articles of every description, and includes packages, crates, cases and contents thereof of whatsoever kind.
2. The Owner shall have full liberty to arrange with any other person or company to undertake the Owner's obligation under this agreement and such person company and his or its servants and agents shall be entitled to the benefit of these conditions to the same extent as the Owner.
3. The Owner shall not be responsible for any delays, inconvenience or loss of any kind whatsoever incurred by the Hirer due to any accident, breakdown or defect in the equipment, or any part thereof, or from any other cause whatsoever.
4. The Hirer shall be solely responsible for and bear without any claim or entitlement to contribution or indemnity from the Owner all or any liability with respect to any action, claim, suit, demand, cost and expenses whatsoever which, or which but for this condition, may arise from any cause whatsoever and whether in relation to injury or damage to person or property as a result of consequence of the Owner carrying out this agreement and whether caused by any defects or inherent vice in the goods or by any act, omission, default or negligence of the Owner or otherwise.
5. Unless otherwise agreed in writing to the contrary the Hirer will pay the hiring charges at the rates referred to on this Hire agreement calculated on the time from which the equipment leaves the Owner's depot until it returns to such depot.
6. Terms of payment. Charges are due and payable at the date of invoice, interest will accrue at 18% per annum on unpaid accounts.
7. Where erection and/or installation of equipment is required, it shall be the Hirer's responsibility to obtain any necessary approvals, permit and consents of any government, local or other authorities. The Hirer shall be responsible for the equipment being used strictly in accordance with all applicable regulations and as required by any inspectors or authorities.
8. Goods hired have been inspected by the Hirer and are accepted in good working order and condition.
9. The Hirer shall not make any alteration or addition to the said equipment or any part thereof and shall be solely responsible for and bear without any claim or entitlement to contribution or indemnity from the Owner all or any liability with respect to any action claim suit demand loss or damage costs and expenses whatsoever which, or which but for this condition may arise out of injury or accident to person and/or any property whatsoever caused by or resulting from the said equipment and/or any usage to which it may be put by the Hirer or its servants or agent or any other person whether authorised by the Hirer or not.
10. The Owner reserves the right to terminate the hire at any time and it shall be lawful for the Owner to retake possession of the said equipment and for that purpose to enter into or upon any premises where the same may be and termination of the hiring under this clause shall not affect the right of the Owner to recover from the Hirer any moneys payable thereunder, or damages for breach of these conditions.
11. Security Deposit. The Owner may require a security deposit from the customer prior to and as a condition of the commencement of the hiring period and shall be permitted to deduct from the security deposit any additional charges or other moneys due but unpaid in respect of use and hire of the equipment.
12. The hirer shall be liable for the replacement value of the equipment if stolen or lost during the hiring period.

DAMAGE WAIVER DETAILS

We offer a waiver from damage charges for a premium of the rental involved on our agreement. It does not relieve the customer of all responsibility.

CONDITIONS OF AGREEMENT – DAMAGE WAIVER

If the hirer elects to pay the damage waiver fee, the Owner agrees to waive its right to claim from the hirer for any damage to the equipment in excess of a sum equal to 8% of the gross rental charges of the equipment or \$200, whichever is the greater, which is caused by fire, storm, earthquake, collision or accident. This waiver shall not apply to damage to equipment in the following circumstances:-

- (a) Damage resulting from overloading, exceeding rated capacity, misuse, abuse or improper servicing of equipment.
- (b) Damage caused by the use or operation of equipment in contravention of any of the conditions of this agreement.
- (c) Damage caused by the use of operation of equipment in violation of any statute (Commonwealth or State) or any regulation or by-law thereunder.
- (d) Damage to tools or accessories including hoses, points, drills, bits, grease guns, tools and electric leads.
- (e) Damage to tyres or tubes.
- (f) Damage to equipment occurring for any reason whilst located, used, loaded, unloaded, transported on, over or adjoining water including without limiting the generality thereof whilst located, used, loaded, unloaded or transported over or on wharves, bridges, barges, and vessels of all kinds.

N.B. DAMAGE WAIVER DOES NOT INCLUDE THEFT OR LOSS. YOU ARE SOLELY RESPONSIBLE FOR THE SAFE KEEPING AND SECURITY OF EQUIPMENT IN ALL CIRCUMSTANCES.