



Kwikserv Formwork & Scaffolding (VIC) Pty Ltd
 21-23 Metcalf Drive, Dandenong South VIC 3175
 ABN: 67 110 883 817
 T: 1300 288 288
 F: (03) 9792 2331
 E: enquiries@kwikserscaffolding.com.au Web: www.kwikservscaffold.com.au

CREDIT ACCOUNT APPLICATION FORM

APPLICANT'S FULL LEGAL NAME: (“the Customer”)

(Please tick) Sole Trader Individual Partnership Pty Ltd Company Other (please state):

ABN: ACN (if Company):

Trading as: Postal Address:

Street Address:

Nature of Business: Years in Business:

Telephone: Fax: Email:

Contact Name & Position:

OWNERSHIP please insert Owner(s) / Directors Name(s) in full:

1: Address:

DOB Driver's Licence No:

2: Address:

DOB Driver's Licence No:

3: Address:

DOB Driver's Licence No:

4: Address:

DOB Driver's Licence No:

IF LIMITED LIABILITY COMPANY - Address of Registered Office:

Date of Incorporation: Paid Up Capital:

TRADE REFERENCES			
Company	Contact Name	Phone Number	Account open since

Has the Applicant or a related entity of the Applicant previously been in Administration, Liquidation, Receivership, a Bankrupt or in a

Part X Arrangement? (Please circle) Yes / No If yes please provide details:

I certify and warrant that the above information is true and correct and that I am duly authorised to make this application for credit, and enter into contracts, on behalf of the Customer. I have read and understood the TERMS AND CONDITIONS OF TRADE (on pages 2 and 3 overleaf or attached) of Kwikserv Formwork & Scaffolding (Vic) Pty. Ltd. which form part of, and are intended to be read with, this Credit Account Application Form. The Customer agrees to be bound by Kwikserv TERMS AND CONDITIONS OF TRADE.

Please note, if the Customer is a company, its directors are also required to sign the Guarantee & Indemnity on page 2. Please also remember to sign the Privacy & Consent form on page 3.

Signed Print Name Position

Dated this day of 20

DEED OF PERSONAL GUARANTEE & INDEMNITY

In consideration of **Kwikserv Formwork & Scaffolding (VIC) Pty Ltd ACN 110 883 817 (Kwikserv)** granting the Customer (as named in the Credit Account Application Form and which forms a part of this document) credit, **I/WE hereby agree:**

1. to personally guarantee to Kwikserv the due and punctual payment by the Customer of all monies at any time owing and payable by the Customer to Kwikserv, including any monies in excess of any credit limit granted to the Customer whether or not approved by the Customer and/or us, at the time of this Guarantee or at any subsequent time;
2. that this is a continuing guarantee;
3. to indemnify Kwikserv against all loss or damage arising from any past, present or future dealing with the Customer or any of us;
4. that our liability under this guarantee is joint and several and will not be affected, waived or discharged by the reason of any time or indulgences granted by Kwikserv or any grant to any of the Guarantors of a release whether in whole or in part from any obligation contained in, or implied by, this guarantee;
5. that our liability under this guarantee shall not be avoided, released or affected by Kwikserv making any variation or alteration in terms of any agreement with the Customer;
6. that this guarantee becomes binding on those of us that sign this guarantee irrespective of whether or not all intended signatories execute this guarantee;
7. that Kwikserv is entitled to recover against any of us (as a Guarantor) without having first taken steps to recover against the Customer or any other Guarantor;
8. that this guarantee may not be unilaterally revoked by us and remains in force until such time as we receive written confirmation from Kwikserv that we are released from our obligations and liabilities under this guarantee;
9. that if Kwikserv forms the view, for any reason, after it receives a payment from the Customer and applies the payment to a debt owed by the Customer, that Kwikserv is obliged to disgorge the payment or portion thereof to a Liquidator appointed to the Customer, Kwikserv's rights are reinstated in relation to the debt that Kwikserv applied the payment to (as if the payment had never been made) and I/we shall be liable to pay Kwikserv the amount it disgorges to the Liquidator;
10. to further indemnify Kwikserv against any and all losses and legal costs (on a full indemnity basis) that Kwikserv directly or indirectly incurs as a result of disgorging monies to a Liquidator of the Customer;
11. to hereby jointly and severally charge in Kwikserv's favour all our estate and interest in any land, whether freehold or leasehold, in which we now have any legal or beneficial interest, or in which we later acquire any such interest in, with payment of all monies owed by the Customer or any of us and consent to Kwikserv lodging a caveat or caveats which note Kwikserv's interest in or over any of our real property;
12. to sign in both our personal capacity and as Trustee of every Trust of which I/we are Trustee and/or a beneficiary;
13. to be liable for all Kwikserv's collection and legal expenses (on a full indemnity basis) with respect to taking any action to preserve and/or enforce Kwikserv's rights under this Guarantee and the Indemnity;
14. that the Guarantor cannot assign this guarantee without the prior written consent of Kwikserv;
15. Kwikserv can assign this guarantee to a third party without the consent of the Guarantor;
16. this guarantee is governed by the law of the State of Victoria and the parties submit to the non-exclusive jurisdiction of the Courts of Victoria for the conduct of any litigation.

GENERAL:

- "I", and "We" and "us" means each of the Guarantors jointly and severally.
- The invalidity or unenforceability of any provision of this Guarantee shall not affect the validity or enforceability of the remaining provisions.

I/We have read and understood this document and have been given an opportunity to seek independent legal advice prior to signing it.

Signed sealed and delivered as a Deed

Guarantor Name (print)	Signature	Date
Witness Name (print)	Signature	Date
Guarantor Name (print)	Signature	Date
Witness Name (print)	Signature	Date
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PRIVACY & CONSENT FORM

OVERVIEW

Kwikserv Formwork & Scaffolding (VIC) Pty Ltd ACN 110 883 817 (“**Kwikserv**”) collects information about you for the purposes set out in our Privacy Policy.

The **Privacy Policy** sets out: the personal information Kwikserv collects; how Kwikserv collects and uses this information; how you may access or correct it; and how you may make a complaint in respect of Kwikserv’s management of the information.

AUTHORISATION

By signing below, you authorise us to collect, handle, use, disclose and otherwise deal with your personal information (including credit related personal information) in accordance with the terms of our Privacy Policy, and in accordance with Australia’s privacy laws.

Print Name & Address of Applicant No.1:

.....
Signature of Applicant No.1 _____ Date / /

Print Name & Address of Applicant No.2:

.....
Signature of Applicant No.2 _____ Date / /

Print Name & Address of Guarantor No.1:

.....
Signature of Guarantor No.1 _____ Date / /

Print Name & Address of Guarantor No.2:

.....
Signature of Guarantor No.2 _____ Date / /