



# Dart Contracting Pty Ltd

ACN: 083267930 ABN: 33083267930

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Sunnybank Hills  
Qld 4109  
Email:

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dartcontracting@gmail.com

## CREDIT APPLICATION

Company/Personal Name: \_\_\_\_\_  
Company ACN NO: \_\_\_\_\_ ABN NO: \_\_\_\_\_  
Trading as (Business Name): \_\_\_\_\_  
Postal Address: \_\_\_\_\_  
Physical Address: \_\_\_\_\_  
Tel No: \_\_\_\_\_ Fax: \_\_\_\_\_ Mob: \_\_\_\_\_  
Email: \_\_\_\_\_  
Accounts Contact: \_\_\_\_\_ PH: \_\_\_\_\_  
Email: \_\_\_\_\_  
Credit Limit Requested: \_\_\_\_\_  
(Per Month)

## CORPORATE APPLICANTS TO COMPLETE

(If more than 3 directors, please attach a further list on business letterhead)

Directors Full Name:  
Residential Address:  
Postcode:  
D/O/B:

Directors Full Name:  
Residential Address:  
Postcode:  
D/O/B:

Directors Full Name:  
Residential Address:  
Postcode:  
D/O/B:

Credit Application

**SOLE TRADERS/PARTNERSHIP APPLICANTS TO COMPLETE**

Proprietors Full Name:  
Residential Address:  
Postcode:  
D/O/B:  
Driver License Number:

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Proprietors Full Name:  
Residential Address:  
Postcode:  
D/O/B:  
Driver License Number:

**TRADE REFERENCES ALL APPLICANTS TO COMPLETE**

(Please provide at least 3 substantial trade references with phone & fax details)

Company Name:  
Contact:  
Phone:  
Fax:  
Credit Limit:

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Company Name:  
Contact:  
Phone:  
Fax:  
Credit Limit:

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Company Name:  
Contact:  
Phone:  
Fax:  
Credit Limit:

**APPLICANTS DECLARATION**

I/We declare that we have read and accept the following;

1. I/We have read the Terms and Conditions which form part of this Account Facility Application.
2. I/We understand that the Terms and Conditions may be changed from time to time and that I/We will be notified of any changes by written notice mailed to the postal address specified in this application or such other address as notified in writing.
3. I/We understand that if this application is approved, the account facility may be cancelled at any time without prior notice to myself.
4. This account facility will be used wholly or predominately for business purposes, and
5. I/We are authorized to sign on behalf of;  
Business/Company contact: \_\_\_\_\_

AND THE INFORMATION PROVIDED IS TRUE AND CORRECT TO  
THE BEST OF MY KNOWLEDGE

\_\_\_\_\_  
Full Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Position Held

\_\_\_\_\_  
Date

## Credit Application

### **GUARANTEE & INDEMNITY**

To: **DART CONTRACTING PTY LTD** (hereafter referred to as "The Supplier" in consideration of the supplier supplying good or services or both to the customer referred to at the bottom of this form) The Guarantors(s) and Indemnifier(s) set out below hereby Guarantee and Indemnify to the supplier due and punctual payment by the customer of all monies which are now payable or may be in the future become payable by the customer to the supplier for the goods or services or both supplies from time to time by the supplier to the customer ("The Secured Moneys") and it is hereby further agreed as follows;

1. The secured monies shall include legal costs on a solicitor-client basis and commission charged by the mercantile agents incurred by the supplier in connection with the default by the customer.
2. The supplier is at liberty without notice to us at any time and without in any way discharging us from any liability hereunder to grant time, waiver, release or other indulgence to the customer and to accept from the customer payments in cash, cheque, EFT or otherwise.
3. Nothing in the guarantee and indemnity is binding or conditional upon the supplier continuing to supply good or services or both to the customer.
4. That the supplier may exercise its rights under this guarantee and indemnity at any time and Guarantor(s) and Indemnifier(s) shall pay the amount of any debt of the customer account to the date of any demand, fore with upon receipt of a written demand, or its delivery to the last known address of each or all of the Guarantor(s) and Indemnifier(s). It shall not be a condition precedent to the issue of any such demand that the supplier shall have exercised or exhausted its legal rights against the customer.
5. The Guarantor(s) and Indemnifier(s) hereby guarantee and indemnify the supplier against any losses or expenses whatsoever directly or indirectly arising from or by virtue of any default whatsoever on the part of the customer with respect to the secured moneys.
6. This guarantee and indemnity shall not be considered wholly or partially discharged by the payment at any time hereafter of any of the secured moneys or by any settlement of amount and shall apply to the present and any future balance of the secured moneys.
7. This guarantee and indemnity shall be a continuing guarantee and indemnity to the supplier for all debts whatsoever and wheresoever contracted with the customer in respect of goods and services or both supplied or to be supplied to the customer.
8. The Guarantor(s) and Indemnifier(s) may revoke this guarantee and indemnity at any time. Such revocation shall become effective only upon its delivery to the Secretary of the Supplier at its registered address and shall become effective at its time of actual receipt by the secretary. Such notice of the revocation shall only operate to discharge the Guarantor(s) and Indemnifier(s) from liability as to future dealings by the customer with the supplier after the said date of delivery.
9. That the supplier shall be entitled at any time to assign its rights under this guarantee and indemnity to its successors, nominated transferees or assigns (including but limited to the principle contract), and further vary the Terms and Conditions originally attached to the Credit Facility Application of the customer nominated below, without notice to the Guarantor(s) and Indemnifier(s) and that this guarantee and indemnity shall not be in any way affected or discharged pursuant to such assignment or variation.
10. That the terms of the Guarantee and Indemnity are binding (if more than one) jointly on us severally on each of us and shall not be affected not withstanding that one or more of the intended co-guarantor(s)/indemnifier(s) have not executed this Guarantee and Indemnity or that the Guarantee and Indemnity has been held to be ineffective or unenforceable against one or more of the Guarantor(s) and Indemnifier(s).

## Credit Application

11. That in the event that the customer is a company and the Guarantor(s) and Indemnifier(s) are not directors then the Guarantor(s) and Indemnifier(s) certify that they have obtained independent commercial financial and legal advice prior to signing this personal guarantee and indemnity.

This is to certify that I/We have read, understood and accept the terms and conditions of this personal guarantee and indemnity and without undue pressure or unfair tactic append my/our signature hereunto. I/We acknowledge having received a copy of this said personal guarantee and indemnity.

Customer Name: \_\_\_\_\_

Executed on this: \_\_\_\_\_ Day of \_\_\_\_\_ Year \_\_\_\_\_

Signed By Guarantor \_\_\_\_\_ Name (Print) \_\_\_\_\_

Address \_\_\_\_\_

Signed By Guarantor \_\_\_\_\_ Name (Print) \_\_\_\_\_

Address \_\_\_\_\_

Signed By Witness \_\_\_\_\_ Name (Print) \_\_\_\_\_

Address \_\_\_\_\_

## Credit Application

### **TERMS & CONDITIONS**

These are the terms and conditions on which **DART CONTRACTING PTY LTD** ("we" or "us" or "our") is willing to trade with you. Any variation to these terms and conditions must be in writing and signed by an Authorized Officer of **DART CONTRACTING PTY LTD**.

1. Payment;

Dry/Wet hire of plant and machinery shall be invoiced Monthly (Or part thereof) with payment due 14 days from invoice date.

Note – The hirer is responsible to pay the Establishment/Disestablishment of plant and/or equipment.

If machines are on "WET" hire, and the operator is not required prior to the workday commencing – 2 hours notice is required to be given to the operator (If the operator is not notified, a minimum of 3 hours hire will be charged)

Contract works shall be invoiced in accordance with the payment schedule(s) on projects undertaken. Payment on Contract Invoices is due 30 days from invoice date unless other arrangements have been made between us "The Supplier" and you "The Customer"

2. Terms;

WET Hire – Machines that are hired on an hourly/daily/weekly basis (Or more pending mutual agreements between the supplier and the customer) shall be supplied with both an accredited operator and fuel.

DRY Hire – Machines that are hired on an hourly/daily/weekly basis (Or more pending mutual agreements between the supplier and the customer) shall be supply of machine only. Fuel and operator are to be sourced and supplied by the hirer.

CONTRACT WORKS – are works to be completed under a signed contract costing.

VARIATIONS – are additional extras to contracted projects that ARE NOT allowed for in original estimation and quotation.

3. Account Limits;

To be determined on the size/time of Project(s) or Hiring Times

On Contract Works – Once invoices have gone past 14 Days from due date, work shall cease and will not continue until payment has been received (unless other arrangements have been made).

Hired plant/equipment shall stand idle from the time invoices have gone 7 days past due invoice date and shall not start again until payment has been received (unless other arrangements have been made)

4. Government Charges;

All of our pricing (be that Tenders, Contract or Machine Hire) are exclusive of GST.

The GST will be added on at the time of Invoicing. The whole invoiced amount INCL GST is to be paid.

5. Overdue Accounts;

Accounts past due date shall accrue interest at a rate of 14% per annum.

Invoices that have gone 60 days past Due Date may be placed in the hands of a collection agency.

If handed over to a collection agency, you will be liable to all excess costs which include but are not limited to – Collection Fees, Interest, Legal and Recovery Fees. (unless other arrangements have been made)

6. Governing Law

These terms and conditions are governed by, and you agree to submit to, the laws Applicable to the State of Queensland, Australia.

## Credit Application

All of our Quotes, Contracts and Invoices are made under -  
The Building and Construction Industry Payments Act (Qld) 2004

7. Priority;  
These terms and conditions override your terms and conditions. To the extent of any discrepancy between these terms and conditions and any third party (Including our Own) terms and conditions these terms and conditions prevail.
8. Your Relationship with us;  
Nothing in these terms and conditions creates any relationship of employment, agency or partnership between you and us.
9. Your obligations;  
You Acknowledge that:
- you are not an associate or related body corporate or related party or related entity of ours (as such terms are defined in the Corporations Act 2001); and
  - The Consumer Credit Code does not apply to these terms and conditions.

If, at any time;

- you believe that you may not or may have been unable to perform or comply with your obligations under these terms and conditions.
- You are unable to pay your accounts as they fall due for payment.
- A cheque or bill of exchange received from you in dishonored.
- You become insolvent or have an administrator appointed.
- There is a change or a change is proposed to your shareholding, shareholders or directors.

You agree that;

- You will immediately notify us that one or more of the above notifiable events has occurred and you will keep us notified on a monthly basis until such notifiable event no longer exists.
- We may close your account with us.

For the purpose of these terms and conditions, you are insolvent if;

- A receiver or receiver and manager or an agent for a mortgagee in possession has been appointed over all of your assets and undertakings.
- You have passed an effective resolution for your voluntary winding-up.
- An order has been made by a court of competent jurisdiction for you to be wound up.
- A compromise arrangement (excluding a voluntary administration) has been made legally binding on you and your creditors.
- You have presented a debtor's petition and it has been accepted by the Registrar in Bankruptcy.
- You have entered into a composition, deed of assignment or deed of arrangement under part X of the Bankruptcy Act (or equivalent) with your creditors; or
- A legally binding sequestration order has been made against your estate.

10. Interpretation;  
In these terms and conditions, unless otherwise indicated by the context (i) reference to a party to a document includes the party's successors and permitted assigns: (ii) "Including" and other similar words and not words of Limitation: (iii) an agreement, deed, covenant, representation or warranty on the part of two or more persons binds them jointly and severally; and (iv) general words following words describing a particular class or category are not restricted to that class or category.