

L.Y.P. Plant Hire Pty Ltd

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P.O. BOX 5394

ABN 35 079 140 104

ALEXANDRA HILLS QLD 4161

Account Applications fax to 3390 5197 / Director Guarantee by post

For bookings phone 0403 577 231

30 DAY CREDIT ACCOUNT APPLICATION to be completed in full and returned before booking can be accepted

Registered Company Name: _____

ABN: _____

Trading Name: (if different from registered name): _____

Business Street Address: _____

Postal Address: _____

Telephone No.: _____

Fax No.: _____

Bank details: A/C Name: _____

BSB: _____

A/C NO. _____

Accounts Contact: _____

Credit References: _____

1. Name: _____

Phone: _____

Fax: _____

1. Name: _____

Phone: _____

Fax: _____

1. Name: _____

Phone: _____

Fax: _____

PAYMENT IS STRICTLY THIRTY (30) DAYS FROM END OF MONTH

Director details: _____

Name: _____

Address: _____

Signature: _____

Name: _____

Address: _____

Signature: _____

Name: _____

Address: _____

Signature: _____

All Directors are required to complete a personal guarantee. Refer to pages 2, 3 and 4.

If a hired machine is not required to work on a particular day, our Operations Manager must be notified by 6am that morning or a stand down charge of 3hrs will apply

In consideration of LYP Plant Hire Pty Ltd A.C.N 079 140 104 (“LYP”) agreeing at the request of _____ (“client”) to provide the hire of plant equipment namely earthmoving equipment to the client (“hire agreement”)

I _____ (full name)(“guarantor”) hereby agree with LYP Plant Hire as follows:

1. I will pay to LYP on demand all monies which may from time to time being monies owed and unpaid by the client pursuant to the hire agreement including interest and costs of any attempt made by LYP to recover monies from the client or from myself as guarantor of the client to secure any indebtedness to LYP.
2. This guarantee shall be a continuing guarantee.
3. LYP may at any time without notice to the guarantor and without discharging the guarantor from liability grant time or other indulgence to the client, accept payment from the client or otherwise compromise with the client and release or otherwise compromise with the guarantor.
4. The guarantor will not be discharged from liability by:
 - a. The administration of insolvency of the client or the guarantor or either of them;
 - b. Any of LYP’s acts, neglect, omission, delay or default by which the whole or any part of the liability of the guarantor may have been affected or discharged; or
 - c. The release of the client by operation of law or otherwise.
5. The guarantor will be jointly and severally liable with the client to LYP not merely as surety for the client and the guarantor hereby waives any rights inconsistent with the provisions of this clause, which the guarantor might otherwise have been entitled to claim or enforce.
6. In the event that the whole or any part or parts of this guarantee shall be held to be void or unenforceable, then such part or parts shall to that extent be severed from this guarantee but the validity and enforceability of the guarantee will not be affected.
7. Notwithstanding that the guarantee may be intended or expressed to bind more than one guarantor, the guarantee will be valid and binding on any person or persons who shall sign the documents upon such signature by such person and shall continue to be binding notwithstanding that any other proposed or contemplated guarantor shall not in fact subsequently sign the guarantee nor otherwise be bound as guarantors.

Guarantor’s Initial: _____
Representative of LYP : _____

8. It is agreed that a statement in writing signed by LYP or its power of attorney stating monies payable by the guarantor to LYP shall be prima facie evidence of the amount so payable and will be deemed to be served if left in an envelope or mailed to the guarantor at the address shown in the Hire Agreement with the client.
9. Where in the context of this guarantee so admits or requires, the following will apply:
 - a. Words importing the singular number shall include the plural number;
 - b. Words importing a gender shall include the other genders;
 - c. Words importing natural persons shall include corporations;
 - d. Guarantor shall include the guarantor's personal representative, successors and permitted assigns;
 - e. The client shall include the client's personal representative, successors and permitted assigns;
10. This guarantee shall be interpreted and governed in accordance with the laws of the State of Queensland and the guarantor submits to the exclusive jurisdiction of the Courts of the City of Brisbane.
11. To further and better secure payment of all monies which the guarantor may become liable to LYP and as an essential condition under this guarantee, the guarantor hereby charges all of the interest of the guarantor in real property present and future and wheresoever situate with the amount of the guarantor's indebtedness to LYP from time to time and shall, immediately upon demand by LYP, sign all documents and do all things that LYP may reasonably require to be signed and done by the guarantor to further secure to LYP the amount of any indebtedness, and the guarantor (and if more than one jointly and severally) hereby irrevocably appoint LYP, to be the duly constituted attorney of each guarantor to execute in the name of each guarantor consents to such caveats as LYP may wish to lodge against any dealings in the real property (including estates, interests and leasehold) of the guarantor in any titles office.

I/we acknowledge and agree that:

- (a) I have read all the terms of the Hire Agreement with LYP and the client and this guarantee;
- (b) I fully understand the terms;
- (c) That the guarantee shall be a continuing guarantee for all the client's obligations under the letter of appointment; and
- (d) I have read the terms of this guarantee prior to our signing same and understand the full nature and effect of the terms of the guarantee.

Guarantor's Initial: _____
Representative of LYP : _____

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Signed: by
Guarantor

On 2009

.....
Witness
Print Name:

Address of Witness:

Date: November 2009

.....
Signed: by authorised representative of LYP Hire
On 2009

Guarantor's Initial: _____
Representative of LYP : _____