



**CREDIT ACCOUNT APPLICATION**

<b>Client's Details:</b> · Individual · Sole Trader · Trust · Partnership · Company · Other:		
Full or Legal Name:		
Trading Name: <i>(If different from above)</i>		
Physical Address:		Postcode:
Billing Address:		Postcode:
Email Address:		
Phone No:	Fax No:	Mobile No:
<b>Personal Details:</b> <i>(please complete if you are an Individual or sole trader)</i>		
D.O.B.:	Driver's Licence No:	
<b>Business Details:</b> <i>(please complete if you are a Sole Trader, Trust, Partnership, Company or Other – as specified)</i>		
Company Number:	Date Incorpor. <i>(current owners):</i>	
		GST No: <i>(if applicable)</i>
Directors / Owners / Trustee <i>(if more than two, please attach a separate sheet)</i>		
(1) Full Name:		D.O.B.:
Private Address:		Postcode:
Driver's Licence No:	Phone No:	Mobile No:
(2) Full Name:		D.O.B.:
Private Address:		Postcode:
Driver's Licence No:	Phone No:	Mobile No:
<b>Account Terms:</b> 20 Days		
Purchase Order Required? · YES · NO	Accounts to be emailed? · YES · NO	
Accounts Email Address:		
Accounts Contact:		Phone No:
Bank and Branch:		Account No:
<b>Trade References:</b> <i>(please provide companies that are willing to do trade references)</i>		
Name	Address	Phone / Fax / Email:
1.		
2.		
3.		

I certify that the above information is true and correct and that I am authorised to make this application for credit. I have read and understand the terms of conditions of trade (overleaf or attached) of Swift Access Limited which form part of and are intended to be read in conjunction with this Credit Account Application and agree to be bound by these conditions. I authorise the use of my personal information as detailed in the Privacy Act clause therein.

**SIGNED (CLIENT):** \_\_\_\_\_ **SIGNED (Swift Access LIMITED):** \_\_\_\_\_  
 Name: \_\_\_\_\_ Name: \_\_\_\_\_  
 Position: \_\_\_\_\_ Position: \_\_\_\_\_

**CONDITIONS OF HIRE - All applications to hire are subject to these Terms and Conditions.**

“Hirer” means any persons or corporation to whom or which any Equipment is rented by the owner and includes the Hirers successors, executors and administrators “Owner” means Swift Access Limited (SCH) and related entities “Equipment” means any vehicle, equipment or other goods rented out to the Hirer, together with accessories and any other equipment attached to, or used in connection with it and includes any replacement vehicle, equipment supplied by the Owner.

**Hire period and hire charges**

The hire commences when the Equipment leaves the SCH yard. The hire will be terminated at the time the Equipment is delivered back to the SCH yard either by the Hirer or following the collection by the SCH at the Hirer’s request. But in any event the hire period shall not exceed 50 weeks. The Hirer will pay the SCH the Hire Charges as outlined in the Hire Contract which is agreed at the start of each hire, between SCH and Hirer

**Covenants by Hirer**

The Hirer throughout the Hire period will;

1. Keep the Equipment in its possession and under its control, and not remove the equipment from the premises listed in the Hire Contract without the prior written consent of the SCH
2. Keep the Equipment in a safe and secure location and in an environment which is appropriate for the nature of the Equipment
3. Ensure that the Equipment is operated by properly qualified and licensed personnel and in a careful and prudent manner
4. Notify the Owner immediately if the Equipment is lost, stolen, damaged or involved in an accident. If requested return the Equipment to the Owner
5. Allow the Owner the right to inspect, maintain and repair the Equipment at any time
6. Ensure the Equipment is used solely for the purpose and in the manner for which it was designed and in accordance with its capabilities and limitations, any operating or instructions or manual provided by SCH (or supplier or manufacturer)
7. Comply with all laws, rules and regulations or by laws of New Zealand and/or any local authority relating to the equipment and its use
8. Comply with any special conditions in the Hire agreement for the Equipment or specified by SCH in writing
9. The Hirer shall not sell, assign, sublet, pledge, grant a security interest in or part with possession of the Equipment or any part of it, or assign or grant a security interest in the Hire Contract

**Insurance**

The goods shall be at the sole risk of the hirer from the time of delivery by SCH (or collection of goods by the Hirer) until collection by the SCH or returned to SCH by the Hirer.

**Care of equipment and breakdowns**

In the event of the equipment being damaged, the Hirer shall pay to the SCH a sum equivalent to the cost of making good any damage.

In the event the equipment being lost or stolen whilst on Hire the Hirer shall pay SCH a sum equivalent to the cost of replacing the equipment that is lost or stolen.

**Payment**

Approved credit accounts all invoice payments are due on the twentieth day of the month after the date of the invoice. If the payment is not received on the due date the Owner reserves the right to charge default interest at a rate of 12% compounding monthly.

For cash Hire customers, all payments must be made at time of Hire. The Hirer will be required to pay a bond in accordance with the SCH cash sale policy.

**Indemnity**

SCH shall not in any circumstances be liable for, and the Hirer indemnifies and will keep indemnified SCH from, any loss, liability, damage, cost, claim or expense arising from;

1. The Hirers possession, operation or use of equipment
2. The occurrence of any event entitling the owner to terminate this agreement

**Force Majeure**

SCH shall not be liable for any failure or delay to supply, deliver or collect the goods where such failure or delay is wholly or partly due to cause or circumstance whatsoever outside reasonable control of SCH including but not limited:

1. An act of war (whether declared or not), hostilities, invasion, act of foreign enemies, terrorism or civil disorder;
2. pressure waves from devices travelling at supersonic speeds or damage caused by any aircraft or similar device;
3. a strike or strikes or other industrial action or blockade or embargo or any other form of civil disturbance (whether lawful or not), in each case

affecting on a general basis the industry related to the affected services and which is not attributable to any unreasonable action or inaction on the part of SCH or any of its Subcontractors or suppliers and the settlement of which is beyond the reasonable control of all such persons;

4. specific incidents of exceptional adverse weather conditions in excess of those required to be designed for in this Agreement which are materially worse than those encountered in the relevant places at the relevant time of year during the twenty (20) years prior to the Effective Date;
5. Tempest, earthquake or any other natural disaster of overwhelming proportion
6. Other unforeseeable circumstances beyond the control of the Parties against which it would have been unreasonable for the affected party to take precautions and which the affected party cannot avoid even by using its best efforts

**Waiver and Variation**

All of the provisions of this agreement and all rights or remedies which SCH may have under them at law or in equity or otherwise will not be waived or varied unless the waiver or variation is in writing signed by an authorised person on SCH behalf. No waiver by the owner of a breach by the Hirer shall be deemed to be a waiver of any other breach or future breach.

**Privacy Act**

The Hirer authorises SCH to collect from any source, and hold, personnel information concerning the Hirer for the purpose of;

1. Allowing SCH to do business with and communicate with the Hirer
2. Determining the credit worthiness of the Hirer
3. Communicating products, services and promotional activities of the owner and/or
4. Debt collection

The Hirer understands that it has the right to access, and request correction, of personnel information held by the owner in accordance with the Privacy ACT 1993.

The Hirer consents to receiving electronic messages from SCH from time to time

**Severability**

If any part of this agreement is found in court to invalid, void, illegal or unenforceable, the validity, existence, legality or enforceability of the remainder of this agreement shall not be affected, prejudiced or impaired.

**Hirer**

I/We confirm that the above terms and conditions of hire have been read and understood.

Signed: \_\_\_\_\_

Name: \_\_\_\_\_ Date: \_\_\_\_\_