

Skyreach Pty Ltd ACN 076 542 955

Trading Account Application

COMPLETED APPLICATION TO BE RETURNED IN FULL (ALL PAGES) TO accounts@skyreach.com.au

(Please select one only)

☐ Company ☐ Sole Trader ☐ Partnership

(Sole Traders and Partnerships are required to supply copy of applicable EWP Licence/Ticket)

1. APPLICANT'S DETAILS

Legal Entity Name: ACN (if a Company) ABN

Trading Name:

(If Company is Trustee of a Trust) Name of Trust: Trust ABN

Postal Address: State Postcode

Business Address: State Postcode

Registered office address (if a Company): State Postcode

Business email address: Business telephone/mobile:

Type of Business activity:

2. CONTACTS & INVOICING

Accounts payable contact: Telephone:

Accounts payable email address: Mobile:

Email address for invoices/statements:

Will the applicant provide a Purchase Order? ☐ YES ☐ NO (if YES, it must be provided with order request)

3. DIRECTORS / SOLE TRADERS / PARTNERS (if insufficient space, attach an additional sheet to this Application)

SURNAME: Given Names:

Residential Street Address: State Postcode

Mobile: DOB: Drivers Licence No: Builders Licence No:

SURNAME: Given Names:

Residential Street Address: State Postcode

Mobile: DOB: Drivers Licence No: Builders Licence No:

SURNAME: Given Names:

Residential Street Address: State Postcode

Mobile: DOB: Drivers Licence No: Builders Licence No:

Your Skyreach Rental Account Manager	Name:	Email:	Mobile:
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GUARANTEE AND INDEMNITY

Parties

Skyreach Pty Ltd ACN 076 542 955	"Skyreach"
Name: Residential address: Name: Residential address:	"Guarantor"
Name:	"Customer"
The agreement between Skyreach and the Customer, entered into on or about the date of this document, for the hire of Equipment by the Customer.	"Hire Agreement"

1. Guarantee

The Guarantor unconditionally and irrevocably guarantees to Skyreach payment of the Guaranteed Money.

2. Payment

If the Guaranteed Money is not paid when due, the Guarantor must immediately on demand by Skyreach pay it the Guaranteed Money in the same manner as the Guaranteed Money is required to be paid by the Customer.

3. Indemnity

- If any of the Guaranteed Money (or amounts which would have been Guaranteed Money had it not been irrecoverable) is irrecoverable by Skyreach from the Customer, the Guarantor indemnifies Skyreach against any loss or damage incurred by Skyreach in relation to the non-payment of those amounts and the Guarantor must pay Skyreach an amount equal to those amounts.
- The Guarantor indemnifies Skyreach against any loss or damage incurred by Skyreach in relation to the failure of the Customer to perform its obligations under the Hire Agreement.

4. Extent of guarantee and indemnity

- The obligations of the Guarantor under this document extend to any increase in the Guaranteed Money and any change in the obligations of the Customer under the Hire Agreement as a result of any amendment, compromise, supplement or renewal of the Hire Agreement agreed between Skyreach and the Customer.
- The obligations of the Guarantor under this deed are not affected by any extension of a time period or waiver granted by Skyreach to the Customer.
- This clause 4 applies regardless of whether the Guarantor is aware of or has consented to or is given notice of any amendment, compromise, supplement or renewal of the Hire Agreement.

5. Principal and independent obligation

This Guarantee and Indemnity is enforceable against the Guarantor without first having recourse to any collateral security held by Skyreach or whether Skyreach has made demand on the Customer or taken any other steps against the Customer.

6. No competition

Until the Guaranteed Money has been fully paid the Guarantor must not, either directly or indirectly, prove in, claim or receive the benefit of any distribution, dividend or payment arising out of or relating to the liquidation of the Customer.

7. Continuing guarantee and indemnity and application of money received

This Guarantee and Indemnity is a continuing obligation of the Guarantor, despite any settlement of account or the occurrence of any other thing, and remains in full force and effect until all the Guaranteed Money has been paid in full. Skyreach may allocate any money received under this deed as it sees fit regardless of the basis on which the money is paid.

8. Deed and execution

The parties intend that this document will take effect and operate as a deed. This deed may be signed electronically (for example, by DocuSign) by the Guarantor.

9. Governing law and service of documents

This deed is governed by the laws of Queensland. If the Guarantor consists of more than one person, service of a notice of demand or legal proceedings on any one of those persons will be taken to be service on all of them.

10. Costs

The Guarantor must pay Skyreach the amount of any cost Skyreach incurs (including legal costs on an indemnity basis) in connection with enforcing its rights under this deed.

11. Definitions

Account Facility has the same meaning as in the Hire Agreement.

Guaranteed Money means all amounts, whether ascertained or unascertained, present or future, for which the Customer is liable to Skyreach under the Hire Agreement.

Hire Proposal and **Hire Terms** have the same meaning as in the Hire Agreement.

12. Interpretation

In this deed:

- references to a party includes that party's executors, administrators, successors and assigns;
- "including" and similar words are not words of limitation;
- singular includes the plural and vice versa and one gender includes all genders;
- where the Guarantor consists of more than one person, this deed binds those persons jointly and each of them severally.

EXECUTED by the Guarantor as a deed

Signed sealed and delivered by the Guarantor on ____ / ____ / 20____ in the presence of the undersigned witness:

.....
Signature of Guarantor

.....
Signature of Witness

.....
Print name

.....
Print name

Signed sealed and delivered by the Guarantor on ____ / ____ / 20____ in the presence of the undersigned witness:

.....
Signature of Guarantor

.....
Signature of Witness

.....
Print name

.....
Print name

WARNING: This is a very important document. You should seek your own legal and financial advice before executing this Guarantee and Indemnity.

THESE ACCOUNT TERMS AND HIRE TERMS ARE AN ANNEXURE TO THE TRADING ACCOUNT APPLICATION AND ARE TO BE READ IN CONJUNCTION WITH THAT DOCUMENT

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In these Account Terms and Hire Terms, unless the context otherwise requires:

- (1) **Account Facility** means the credit and billing arrangement between Skyreach and the Customer, to be administered in accordance with the section of this document headed "ACCOUNT TERMS".
- (2) **Administration Fee** means the amount charged by Skyreach in relation to administration of the Equipment hire.
- (3) **Agreement** means the agreement between Skyreach and the Customer for the hire of the Equipment by the Customer in accordance with the Hire Proposal and the Hire Terms.
- (4) **Application** means the Trading Account Application made by the Customer, as Applicant, to which this document is attached.
- (5) **Authorised Person** means any person who accepts delivery of the Equipment on behalf of the Customer.
- (6) **Breakdown** means a failure of the Equipment to operate (or continue to operate) normally.
- (7) **Business Day** means any day Skyreach is open for trade.
- (8) **Contamination** has the same meaning as in s.10 *Environmental Protection Act 1994 (Qld)*.
- (9) **Customer** or **you** means the person or persons described as the Applicant in the Application.
- (10) **End Date** means the date the Hire Period ends, to be treated as a full day's hire.
- (11) **Equipment** means any plant and equipment (including accessories and safety devices) detailed in a Hire Proposal or invoice given to the Customer.
- (12) **GST** or **Goods and Services Tax** have the same meaning as those terms in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*.
- (13) **Guarantee** means the document headed "GUARANTEE AND INDEMNITY" in the form annexed to the Application.
- (14) **Guarantor** means the party or parties nominated as such in the Guarantee.
- (15) **Hire Charges** means the amount payable to Skyreach by the Customer for the use of the Equipment, determined in accordance with the Hire Conditions, Skyreach's schedule of rates, fees and charges, the Hire Proposal and invoices.
- (16) **Hire Period** means the period beginning on the day the Equipment is collected by or delivered to the Customer and expiring on the latest of:
 - a) the day the Customer has agreed to return the Equipment to Skyreach;
 - b) the day the Equipment is returned to Skyreach or made available for collection (and is able to be collected) by Skyreach;
 - c) the day on which the Equipment – following a Breakdown or loss of the Equipment attributable to the Customer's default or negligent act or omission – has been repaired or replaced and is available again for hire.
- (17) **Hire Proposal** means the document, so titled, containing Skyreach's quote.
- (18) **Hire Terms** means the section of this document so headed, containing the terms on which Skyreach hires the Equipment to the Customer.
- (19) **Insolvency Event** means, in relation to the Customer:
 - a) becoming bankrupt or going into liquidation;
 - b) having a receiver or a receiver and manager appointed;
 - c) entering into an arrangement or composition with creditors; or
 - d) going into voluntary administration.
- (20) **Personal Information** has the same meaning as under the *Privacy Act 1988 (Cth)*.
- (21) **PPS Law** means the *Personal Property Securities Act 2009 (Cth)*, its subordinate legislation and any amendment, replacement or successor.
- (22) **PPSR** means the Personal Property Securities Register under the PPS Law.
- (23) **Privacy Policy** means the privacy policy published on the Skyreach Website.
- (24) **Skyreach** or **we** means Skyreach Pty Ltd ACN 076 542 955.
- (25) **Title**, in relation to the Equipment, means either full legal and equitable ownership or, in the case that Skyreach is on-hiring to the Customer Equipment owned by a third party, a right of possession and control conferred on Skyreach under a contract between Skyreach and the owner.

1.2 Interpretation

In the interpretation of the Account Terms and the Hire Terms, unless the context otherwise requires:

- (1) a reference to a party includes that party's executors, administrators, substitutes, successors and permitted assigns;
- (2) each covenant by two or more persons as a party is made jointly by all and severally by each;
- (3) the singular includes plural and vice versa and any gender includes all genders;
- (4) "including" and similar words are not words of limitation;
- (5) where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning;
- (6) time is of the essence of all the Customer's obligations to Skyreach, including payment of amounts owing.

ACCOUNT TERMS

2. CUSTOMER'S ACKNOWLEDGMENT

2.1 You acknowledge and agree that:

- (1) the Account Facility is a trader's facility and that you are a trader requiring the Account Facility predominantly for the purpose of carrying on or establishing a trade, business or profession;
- (2) you consent to Skyreach accessing, collecting and viewing your Personal Information pursuant to the Privacy Policy;
- (3) you will pay all charges at the rate notified by Skyreach;
- (4) any agreement to reduce charges must be in writing and signed by an authorised officer of Skyreach;
- (5) any statement of account we send you in relation to the Account Facility will, in the absence of any obvious error, constitute prima facie evidence of the amount you owe us at the date the statement is issued;
- (6) all amounts payable by you to us become due for payment by the end of the month following the month in which the charges are first invoiced.

(However, if you are in default, all amounts invoiced by us become immediately due and payable);

- (7) you are responsible for all costs (including legal costs calculated on an indemnity basis) incurred by us relating to any default by you under either the Account Terms or the Hire Terms.

2.2 If the Customer is a company, each director of the company must execute a Guarantee and if the Customer is a partnership, each partner must execute a Guarantee.

2.3 If the Customer is a company that is the trustee of a trust (whether disclosed to Skyreach or not) (**Trust**), the Customer is liable under this Agreement both in its own right and as trustee of the Trust. While any obligations of the Customer under this Agreement remain undischarged, the Customer must not resign as trustee.

3. CREDIT REPORTING

3.1 You consent to us:

- (1) disclosing to a credit reporting agency certain personal information about you including identity particulars, the Account Facility limit, payments which are more than forty-five days overdue, any serious infringement of the Account Terms we believe you have committed and advice that payments are no longer overdue;
- (2) obtaining from a credit reporting agency a report containing personal credit information about you, your commercial activities or creditworthiness to enable Skyreach to assess the Application; and
- (3) providing to any Guarantor of the Account Facility information, including a copy of the Application and any demands for payment of overdue amounts and statements of the Account Facility.

HIRE TERMS

4. AGREEMENT TO HIRE

4.1 We agree to hire the Equipment to you and you agree to accept the Equipment on hire from us in accordance with the Hire Proposal and these Hire Terms.

5. WHAT YOU MUST PAY US

5.1 You must pay us promptly when due:

- (1) the Hire Charges;
- (2) the Administration Fee;
- (3) the additional charges (under clause 9.6), if applicable; and
- (4) GST on the above amounts and on any other amounts we are entitled to charge you under the Hire Terms.

5.2 You must also pay us interest at the rate of 12% per annum, accruing daily, on any overdue amounts.

5.3 We are also entitled to recover from you any loss or damage we may suffer as a result of your failure to effect adequate insurance on the Equipment (including against theft or malicious damage) while it is in your possession or control.

6. TITLE TO EQUIPMENT

6.1 You acknowledge that we always retain Title to the Equipment even if you breach the Hire Terms or become insolvent. Your right to use the Equipment is as a bailee only. The Equipment will in no circumstances be considered to be a fixture.

6.2 You must not part with possession or control of the Equipment or purport to lease or license it to anyone else without our prior written consent.

7. CHANGES TO OUR HIRE RATES AND TERMS

7.1 We may change our Hire Terms or our hire rates or other charges, but only after giving you at least 7 days written notice of the proposed change.

7.2 If the proposed change is unacceptable to you, you may terminate the Agreement by giving us written notice to that effect within the 30 day notice period under clause 7.1. If you terminate the Agreement you must pay us what you owe us up to the date of termination and promptly either return the Equipment to us or allow us to collect it.

8. USE OF EQUIPMENT

8.1 You must ensure that the Equipment:

- (1) is used only for the purpose designated by the manufacturer;
- (2) is operated only by someone who has the appropriate qualifications, training and licences;
- (3) is used in accordance with all applicable laws and regulations (including Work Health and Safety legislation) in a skillful, safe and tradesman-like manner and within the Equipment's safe operating capacity as specified by the manufacturer;
- (4) is not subjected to anything beyond normal wear and tear; and
- (5) is not, without our prior written consent, used on, or carried over water or used underground or removed from the original location you designated.

8.2 You must conduct a job safety analysis before using the Equipment.

8.3 You must notify us immediately if the Equipment breaks down, malfunctions or is damaged. (You must not undertake any repair without our prior written consent.)

8.4 You must maintain and return the Equipment (including all accessories supplied with it) to us in good order, repair and condition and carry out a daily check of battery water levels, fuel, greasing, oil levels and tires of the Equipment. From the time you take possession or control of the Equipment you are responsible for its secure safe-keeping and you indemnify us for any loss, theft, seizure or damage to the Equipment resulting from any cause other than a negligent act or omission of ours.

8.5 You must carry out operator log book checks supplied with the Equipment on a daily/shift use basis.

8.6 You must not, without our prior written consent, move the Equipment from the location at which you told us it would be used nor interfere with the Equipment, by, for example, making additions or other changes to it, removing or defacing decals, safety information, identifying marks, plates or numbers.

8.7 Unless you notify us otherwise when you take delivery of the Equipment, you will be taken to have received the Equipment in good and safe working order.

8.8 We may inspect, repair or remove the Equipment at any time. You must allow us to access the Equipment to do so.

8.9 If you notify us in writing of a Breakdown, Hire Charges will not apply while the Equipment is not working, unless we form the opinion, acting reasonably, that the Breakdown was the result of your negligence or misuse or your breach of an obligation under these Hire Terms. We are not liable for any loss or damage you suffer or incur (including any claim made against you by a third party) in connection with a Breakdown whether attributable to fair wear and

tear, our negligence or any other cause.

9. DELIVERY AND RETURN/COLLECTION OF EQUIPMENT

- 9.1 You must return the Equipment to the Skyreach branch from which you hired it during Skyreach's normal business hours. We will continue to charge you for the Equipment until it is returned to us.
- 9.2 You must ensure that at the time the Equipment is delivered to your designated location, there is someone authorised by the Customer present at the location to take delivery of the Equipment and sign a receipt for it.
- 9.3 You must ensure that at your designated delivery location you provide an easily accessible lay-down area for the unloading and loading (on collection) of the Equipment. If loading or unloading is to take place on a road or other public place, you must, at your cost, provide qualified traffic controllers (if applicable) and obtain any necessary permits or consents.
- 9.4 If we agree with you that we will collect the Equipment from your designated location, you must ensure the Equipment is kept safe and secure until we collect it.
- 9.5 If we arrive at your designated location at an agreed time to deliver the Equipment but you fail to provide an authorised person to take delivery and sign for the Equipment as arranged, then we may unload the Equipment at the location and delivery and acceptance will be deemed to have occurred, despite the lack of a signed receipt by the Customer. From that time the Equipment is at your risk and Hire Charges will begin to apply from that time.
- 9.6 If, through some fault of yours, we are unable to deliver the Equipment to, or collect it from your designated location at the time agreed between you and us, we are entitled to charge you a reasonable fee for the time we have to wait before being able to make the delivery or collection.
- 9.7 You acknowledge and accept that you will be charged for a full day's hire of the Equipment for the End Date, regardless of the time of day at which the Equipment is returned to (or collected by) us.

10. PERSONAL PROPERTY SECURITY INTEREST

- 10.1 A term defined in the PPS Law has the same meaning when used in this clause 10.
- 10.2 You agree and acknowledge that we are entitled to register any relevant interest under this Agreement as a security interest, at our discretion, on the PPSR. Any such security interest must relate only to the Equipment and not to any asset of yours.
- 10.3 We may, by notice to you at any time, require you to take all reasonable steps, provide information or do anything else we consider reasonably necessary to:
- (1) ensure that this Agreement or any security interest arising under it is enforceable against you or any third party; or
 - (2) protect, perfect, record or better secure, or obtain or preserve the first-ranking priority of our security interest in the Equipment.
- 10.4 You must not create or permit to be created any security interest in the Equipment other than our security interest.
- 10.5 Neither we nor you will disclose any information of the kind mentioned in s. 275(1) of the PPS Law. You waive any right you have under s. 275(7)(c) of the PPS Law to authorise disclosure of such information.
- 10.6 To the extent that Chapter 4 of the PPS Law would otherwise apply to enforcement by us of any security interest under this Agreement, you agree that the following provisions of the PPS Law are excluded: ss 95, 118(1)(b), 121(4), 130(1), 134(1), 135 and 157.

11. INDEMNITY

- 11.1 You are solely responsible for and indemnify us against any claim, action, loss or damage in respect of personal injury or property damage (including damage by Contamination) that we incur or suffer arising from or in connection with your hiring of the Equipment or its use. It is not necessary for us to incur a judgment or pay money before relying on and enforcing this indemnity.

12. DEFAULT AND TERMINATION

- 12.1 If:
- (1) an Insolvency Event occurs;
 - (2) you fail to pay any money you owe us when due; or
 - (3) you breach any of your other obligations under this Agreement and fail to remedy the breach within 3 Business Days of our giving you written notice to do so,
- we may, at our discretion:
- (4) terminate this Agreement; and/or
 - (5) repossess the Equipment (entering any land you own or control in order to do so); and/or
 - (6) sue you for breach of this Agreement and/or pursue any other legal or equitable remedy available to us.

13. ELECTRONIC SIGNING

- 13.1 This Agreement may be signed by, or on behalf of the Customer by means of electronic signing (e.g. DocuSign or similar).

DECLARATION AND EXECUTION

1. I, the undersigned, warrant that I am authorised by the Applicant/Customer to sign this Declaration and to sign this Agreement on its behalf. I confirm that I have read and understood the Account Terms and the Hire Terms.
2. I confirm that before I signed this document, the Applicant/Customer either obtained legal and accounting advice in relation to the Account Terms and the Hire Terms or had the opportunity to do so.
3. The Customer warrants the accuracy of all financial information provided to Skyreach in connection with the Trading Account Application.
4. The Customer confirms that the Account Facility will be used either wholly or predominantly for business purposes.
5. The Customer agrees that the Hire Terms (as amended from time to time) will, unless Skyreach and the Customer agree otherwise in writing, apply to each separate instance of the Customer hiring equipment from Skyreach.
6. On Skyreach's approval of the Applicant's Trading Account Application the Customer agrees to be bound by the Account Terms and the Hire Terms.

Dated: ____ / ____ / 20____

Signed by: _____

Full name of signatory: _____

Position in organisation: _____