

APPLICATION FOR CREDIT

Section 1 - Applicants Details (Enter All details relevant to your business)

Full Company Name		ACN	ABN
Trading as (Registered Business Name)			
Company	<input type="radio"/>	Sole Proprietor	<input type="radio"/>
Partnership	<input type="radio"/>	Trustee	<input type="radio"/>
Government Statutory Authority	<input checked="" type="radio"/>		
Do you intend to re-sell or sub-hire SCF Equipment? Yes <input type="radio"/> No <input type="radio"/>			
Nature of Business			
Postal Address			
		State	Postcode
Physical Address			
		State	Postcode
Main Contact Name		Phone Number	
Email Address		Company Web	
Accounts Contact Name		Phone Number	
Email address for invoices & statements			

Section 2 - Details of Assets Liabilities

Annual Turnover \$	Total Assets \$ (Last Balance Sheet)	Total Liability \$ (Last Balance Sheet)
Names of Directors (if company), Partnership or Sole Trader		
1		
2		
3		
4		

Section 3 - Credit Limit Required

Requested Credit Limit \$ _____

Section 4 - Trade References

THREE CREDIT REFERENCES are required from businesses with which the Applicant has regular, bona fide business dealings and which are not controlled by the Applicant, its directors or shareholders. The Applicant authorises SCF Group to make credit enquiries about the applicant, including enquiries of the following referees:

Company Name	Contact Person	Phone Number

SCF Office Use Only

Credit Limit Approved: \$	PPSR	Quote/Enquiry
Reference 1	Reference 2	Reference 3
Account Code	Input Date	
Group Credit Manager – Approved/Declined:	Hire/Sale	
Sales Representative	Date	

Section 5 - Terms and Conditions**THE APPLICANT AGREES TO THE FOLLOWING TERMS AND CONDITIONS WHICH SHALL BECOME EFFECTIVE WHEN SCF ACCEPTS THIS APPLICATION**

1. **The Applicant** hereby applies for the provision of credit and the opening of a Credit Account with SCF and warrants that all details provided by the Applicant in support of this Application are true. If the Applicant does not provide all information requested, the Application may be rejected by SCF.
2. **The Applicant** acknowledges that SCF may accept or reject this Application in its complete discretion.
3. **The Applicant** agrees that SCF's Lease Agreement, Agreement to Purchase and Agreement to Lease Purchase as annexed to this Application or otherwise issued to the Applicant by SCF ("**Terms**") (as applicable) will apply to every transaction between SCF and the Applicant (as applicable).
4. **The Applicant** understands that credit may be withdrawn should the authorised credit limit be exceeded or if the Applicant is otherwise in breach of the Terms.
5. **If the Applicant** is a listed public company, there is no requirement for the Directors to sign the Directors Guarantee in Section 7. If the Applicant is a subsidiary of a listed public company, the Applicant shall cause its parent to provide a guarantee (in terms at least as favorable to those terms set out in Section 7) to SCF in support of the Applicant's obligations in this Application.
6. **If requested by SCF**, the Customer agrees to provide to SCF a bank guarantee in a form approved by SCF whereby a bank is obliged under the terms of the guarantee to pay the overdue balance of the Applicant's account on demand.
7. **The payment** by the Lessee of the Rental Charge and any other moneys payable by the Lessee to SCF Group under this Agreement is an essential term of this Agreement, and unless specified otherwise the Rental Charge is to be paid within 30 days of the date of the Invoice.

Section 6 - Privacy Statement and Consent

SCF is an APP entity and credit provider for the purposes of the *Privacy Act 1988* (Cth) ("**Privacy Act**")

SCF's Privacy Policy

SCF's Privacy Policy sets out detailed information about how, why and when personal information and credit related personal information ("**credit information**") is collected, disclosed, used, stored and otherwise handled by SCF. SCF's Privacy Policy is available at scf.com.au

This Privacy Statement and Consent, together with SCF's Privacy Policy, sets out:

- the purposes for which SCF collects your personal or credit information;
- the consequences if you do not provide your personal or credit information to SCF;
- the third parties to which SCF discloses your personal or credit information;
- how to access and seek correction of your personal or credit information;
- how to complain about a breach of SCF's obligations in respect of your personal or credit information and how SCF will deal with such a complaint;
- whether your personal or credit information is likely to be disclosed by SCF to overseas entities and in which countries these entities reside;
- information about credit reporting, including the credit reporting bodies to which SCF may disclose your personal or credit information; and
- matters associated with credit reporting that must be notified to you in accordance with the Privacy Act.

You may request a copy of SCF's Privacy Policy in hardcopy.

Purposes of collection of personal and credit information

SCF collects, holds, uses and discloses personal and credit information for the purposes set out in SCF's Privacy Policy. By signing this document you consent to SCF using your personal and credit information for these purposes.

Exchange of personal and credit information

SCF may disclose and/or collect your personal or credit information from the following entities, in addition to any entities set out in SCF's Privacy Policy:

- credit reporting bodies, such as Equifax (see below);
- trade references listed in the Applicant's Application for commercial credit; and
- other third parties where it is necessary for the provision of SCF's services.

Exchange of credit information with credit reporting bodies

SCF may disclose personal and credit information collected from you to Equifax (www.equifax.com.au), Dun & Bradstreet (www.dnb.com.au) or other credit reporting bodies (each a CRB) to perform a credit check. If you fail to meet your payment obligations or commit a serious credit infringement, SCF may be entitled to disclose this to a CRB.

A CRB may include any of your personal or credit information, disclosed to it by SCF, in reports provided to other credit providers to assist other credit providers to assess your credit worthiness. You may access a copy of a CRB's policy about its management of credit information on its website. You have the right to make a request to the CRB not to use or disclose your credit reporting information:

- for the purposes of pre-screening of direct marketing by a credit provider; or
- if you believe on reasonable grounds that you have been, or are likely to be, a victim of fraud.

SCF's policy about the management of credit information is set out in SCF's Privacy Policy. In accordance with SCF's Privacy Policy, you may request to access or correct your credit information and to make a complaint to SCF.

Section 7 - Directors Guarantee

In consideration of SCF having agreed or agreeing to sell goods or provide services and to extend credit to the Applicant the Directors whose names appear below herein agree to guarantee and assure to SCF full payment of all amounts due by the Applicant under this Agreement and the Guarantors agree to undertake a personal liability to observe all of the obligations of the Applicant to SCF under this Agreement and as a separate and independent obligation the Guarantors agree to indemnify and keep SCF indemnified from and against any claim, action, loss, damage, liability, cost, expense, outgoing or payment suffered, paid or incurred by SCF in relation to the non-payment or non-recovery of the amounts guaranteed or as a result of any breach by the Application of the SCF Terms referred to in Section 5. The Guarantors further agree as follows:

1. The liability of each of the Guarantors shall be both joint and several.
2. This guarantee shall be a continuing guarantee and shall not be wholly or partially discharged or affected by the payment at any time hereafter of any moneys hereby secured or by any settlement or compromise of any liability of the Applicant or by any other matter or thing whatsoever.
3. This guarantee shall not be determined, limited or affected by the death of a director or any future incapacity or limitation or authority of a director.
4. SCF may at any time without waiving or discharging the liability of the Guarantors under this guarantee compound with or release or discharge or waive any claim against the Applicant.
5. Where the Applicant is a subsidiary of a listed public company, the listed public company parent of the Applicant hereby agrees to guarantee and assure to SCF full payment of amounts due by the Applicant and agrees to the terms of guarantee set out above as if it were a director assuming those obligations.
6. The Guarantor charges all of the Guarantor's present and after acquired personal property in favour of SCF to secure the performance of all obligations of the Guarantor and the payment of all monies owed or payable to SCF pursuant to this guarantee. The Guarantor waives its right to receive all notices which sections 144(b) and 157(3) of the PPSA permit the Guarantor to waive. The Guarantor consents to SCF creating a registration on the PPSR (in any manner SCF deems appropriate) in relation to any security interest arising under, in connection with or contemplated by this guarantee. The Guarantor acknowledges and agrees that, pursuant to section 115 of the PPSA, SCF need not comply with sections 95, 118, 123, 128, 129, 130, 132(1) and (4), 135, 142 and 143 of the PPSA. The Guarantor agrees to promptly execute any documents, provide all relevant information, fully cooperate with SCF and do any other act or thing that SCF requires to ensure that any security granted pursuant to this guarantee is duly perfected and has the priority as required by SCF. In this clause 6, the following words have the respective meanings given to them in the PPSA: PPSR; registration; and security interest.
7. The Guarantor has signed this guarantee voluntarily and understands the nature and effect of this guarantee and has not relied on any representation, warranty, promise or statement made by SCF or any person on behalf of SCF.
8. A notice issued by SCF stating any moneys owed by the Applicant or Guarantor to SCF under this guarantee shall be conclusive evidence of such amounts owing.
9. No payment shall operate to discharge or reduce a liability of a Guarantor if such payment is or becomes voidable under any law relating to bankruptcy or the winding up of companies, and no discharge or release consequent upon such payment shall discharge the liability of the Guarantor under this guarantee.
10. The Guarantor fully indemnifies SCF and must pay on demand all expenses and costs (including legal costs) that SCF incurs in enforcing this guarantee.

Guarantor		Witness	
Print Name (in Block Letters)		Print Name (in Block Letters)	
Position		Position	
Signature		Signature	
Date		Date	

Guarantor		Witness	
Print Name (in Block Letters)		Print Name (in Block Letters)	
Position		Position	
Signature		Signature	
Date		Date	

Photo Identification required

Section 8 - Acknowledgement

Acknowledgement

1. The Applicant acknowledges that it has read, understood and agrees to be bound by the Terms referred to in Section 5 of this Application.
2. The Applicant agrees that the Terms shall apply in relation to all future purchases or hire of containers or other goods and services from SCF by the Applicant as and from the date of acceptance of this Application.
3. By signing this Application on behalf of the Applicant, I acknowledge and agree that:
 - I have read and understood the Privacy Statement and Consent and SCF's Privacy Policy and that I consent to the collection, use and disclosure of personal information and credit information by SCF in accordance with the Privacy Statement and Consent stated in section 6 of this Application and the Privacy Policy;
 - where I have provided information about another individual, I declare that the individual has been made aware of the fact and the contents of the Privacy Statement and Consent stated in section 6 of this Application and the Privacy Policy; and
 - I release SCF from liability for, and indemnify SCF against, all claims and losses arising out of the disclosure or exchange of personal or credit information in accordance with the Privacy Statement and Consent stated in section 6 of this Application or the Privacy Policy

Who must sign this Application on behalf of the Applicant?

For Companies: Where there is only one director for the company then that person must sign; where there are two or more directors for the company then 2 Directors or a Director + Company Secretary must sign.

Sole Traders operating under their own name or under a business name: The individual.

Partnerships: All Principals/Partners of the Partnership.

SIGNED by/on behalf of the Applicant as follows:

SIGNATORY		WITNESS	
Print Name (in BLOCK LETTERS)		Print Name (in BLOCK LETTERS)	
Position		Position	
Signature		Signature	
Date		Date	

SIGNATORY		WITNESS	
Print Name (in BLOCK LETTERS)		Print Name (in BLOCK LETTERS)	
Position		Position	
Signature		Signature	
Date		Date	

Accepted on behalf of SCF Group Pty Ltd

Signature of Authorised Person	
Date	

Mailing Instructions

For your application to be processed ensure you have completed and signed both the Credit Application Form and the Directors Guarantee Indemnity Agreement.

Please return completed forms to us via fax **08 8208 0901** or email to the SCF Group employee who forwarded this document to you.