



All Star Access Hire Pty Ltd (ABN 88 103 109 440)

Address: P.O Box 2007 SPOTSWOOD VIC 3015

Email: [admin@allstaraccesshire.com.au](mailto:admin@allstaraccesshire.com.au) Phone: (03) 9397 3555

## Hire Application and Hire Schedule

<b>Customer information</b>			
Contact name:			
Phone:	Fax:	E-mail:	
Address:			
City:		State:	Postcode:
Drivers Licence/Passport No:			
<b>If Customer is a Business</b>			
Company Name/Business Name:			
ACN/ABN:			
In business since:			
Sole trader: <input type="checkbox"/>	Partnership: <input type="checkbox"/>	Company: <input type="checkbox"/>	Other: <input type="checkbox"/>
Director 1 (Guarantor) Name: Address:		Director 2 (Guarantor) Name: Address:	
<b>Business and credit information</b>			
Postal address:			
City:		State:	Postcode:
Telephone:	Fax:	E-mail:	
Bank name:			
Bank address:		Phone:	
City:		State:	Postcode:
<b>Business/trade references</b>			
<b>Company name:</b>		<b>Company name:</b>	
Contact name:		Contact name:	
Address:		Address:	
City:	Postcode:	City:	Postcode:
Phone:		Phone:	
Fax:		Fax:	
E-mail:		E-mail:	
<b>Credit – Strictly 30 day terms</b>			

YES:

NO:



**All Star Access Hire Pty Ltd (ABN 88 103 109 440)**

**Address:** P.O Box 2007 SPOTSWOOD VIC 3015

**Email:** [admin@allstaraccesshire.com.au](mailto:admin@allstaraccesshire.com.au) **Phone:** (03) 9397 3555

### **Agreement**

1. By submitting this Application and Hire Schedule to ASAH, the Customer agrees to be bound by this Hire Schedule including the attached Hire Terms and Conditions.
2. By submitting this Application and Hire Schedule to ASAH, the Directors (as Guarantors) give the guarantees set out in the attached Guarantee.
3. The Customer authorises ASAH to make enquiries into the banking and business/trade references listed above.

### **Signatures**

Print Name:

Date:

Print Name:

Date:

## All Star Access Hire Terms and Conditions

This document records the Hire Terms and Conditions on which All Star Access Hire Pty Limited ("ASAH") agrees to hire Equipment to the Customer. ASAH may in its absolute discretion decline to hire any Equipment to a Customer.

ASAH may at any time vary these terms and conditions without notice. Variations to these terms and conditions will only apply to hire agreements entered into after the variations have occurred.

### 1 Definitions and interpretation

---

#### 1.1 Definitions.

Unless the context requires otherwise:

**ASAH** means All Star Access Hire Pty Limited (ABN 88 103 109 440).

**Approvals** means any certificate, licence, consent, permit, approval or other requirement of any Authority having jurisdiction in connection with the activities contemplated by this terms and conditions.

**Australian Consumer Law** means the Australian Consumer Law set out in Schedule 2 of the *Competition Consumer Act 2010* (Cth).

**Authority** means any government, semi governmental, statutory, administrative, fiscal or judicial body, department, commission, authority, tribunal, public or other person.

**Claim** includes any claim, including a notice, demand, debt, account, action, expense, damage, the loss, cost, lien, liability, proceeding, litigation (including reasonable legal costs), investigation or judgment of any nature, whether known or unknown.

**Commencement** means the date when the Customer takes possession of the Equipment.

**Consumer Guarantee** means a consumer guarantee as it applies to supplies made under these terms and conditions, as set out in under Part 3-2, Division 1 of the *Australian Consumer Law*.

**Customer Negligence** means negligent and/or wilful acts or omissions of the Customer.

**Delivery Address** means the delivery address described in a Hire Schedule or otherwise agreed in writing.

**Delivery Date** means the delivery date described in a Hire Schedule or otherwise agreed in writing.

**Equipment** means any kind of equipment, Vehicles or tools including, but not limited to construction equipment, towers, compressors, welders, gensets, demo saws, pressure washers, whackers, industrial fans and any other equipment owned by ASAH and hired to the Customer in accordance with these terms and conditions.

**Event of Default** means an event of default described in clause 8.1.

**GST** has the meaning given in GST Law.

**GST Law** has the meaning given in *A New Tax System (Equipment and Services Tax) Act 1999* (Cth).

**Hire Charge** means the amount payable by the Customer to hire the Equipment as agreed by the Customer and ASAH.

**Hire Period** if no term is specified in the Hire Schedule or other documentation between the Customer and ASAH, means a period not more than two (2) years from Commencement. The Hire Period may only be extended for

one or more definite periods and in each case this can only be done if the Customer requests it and if ASAH agrees. ASAH may issue and require the Customer to sign an amended Hire Schedule or other extension letter for any extension of the Hire Period.

**Hire Schedule** means a document which ASAH may require the Customer to sign (or accept in a way ASAH requires) including particulars of the Equipment and the Hire Period and such other information as ASAH may require.

**Insolvency Event** means the happening of any one or more of the following events:

- (a) in relation to a natural person:
  - i. that person being unable to pay his or her debts as and when they fall due;
  - ii. an application and filing for bankruptcy being made in respect of that person; or
  - iii. a receiver, or receiver and manager, trustee for creditors or trustee in bankruptcy or analogous person being appointed over that person's assets or undertakings or any of them; or
- (b) in relation to a body corporate:
  - i. that body corporate being unable to pay its debts as and when they fall due;
  - ii. a receiver, receiver and manager, administrator or liquidator being appointed over that body corporate's assets or undertakings or any of them;
  - iii. an application for winding up or other process seeking orders which, if granted, would render that body corporate an externally-administered body corporate being filed and not being withdrawn within 20 Business Days;
  - iv. that body corporate being or becoming the subject of an order, or a resolution being passed, for the winding up or dissolution of that body corporate; or
  - v. that body corporate entering into, or resolving to enter into, a deed of company arrangement or an arrangement, composition or compromise with, or proceedings being commenced to sanction such a deed of company arrangement or arrangement, composition or compromise, other than for the purposes of a bona fide scheme of solvent reconstruction or amalgamation.

**Loss** means any damage, loss, liability, expense or cost whether direct or indirect, consequential or incidental.

**LTD Insurance** means insurance with a reputable insurer as approved by ASAH, with the policy being in the name of the Customer, which provides coverage in respect of the Equipment in terms of damage, loss and theft, and names ASAH as an insured party, with the amount of cover in respect of a claim in relation to the Equipment to be equal or greater to the current retail replacement value of the Equipment.

**LTD Waiver Excess** means the amount as is communicated by ASAH to the Customer in writing, depending on the Equipment hired.

**LTD Waiver Fee** means the amount as is communicated by ASAH to the Customer in writing, depending on the Equipment hired.

**Minor Damage** means accidental minor damage, wear and tear to the Equipment which occurs from ordinary use of the Equipment and excludes loss, theft or the following types of damage:

- (a) damage resulting from overloading, exceeding rated capacity, misuse, abuse or improper use of the Equipment;
- (b) damage caused by misappropriation or wrongful conversion by the Customer or its employees, servants, independent contractors or agents or by any other person to whom the Equipment is entrusted by the Customer;
- (c) damage caused by the use or operation of Equipment in contravention of any of these terms and conditions;
- (d) damage caused by the use or operation of Equipment in violation of any laws;
- (e) damage to tools or accessories;
- (f) damage to tyres or tubes;
- (g) damage to batteries;
- (h) damage to Equipment occurring for any reason whilst located, used, unloaded, transported on, over or adjoining water including without limiting the generality hereof whilst located, used, loaded or transported over or on wharfs, bridges, barges and vessels of all kinds;
- (i) damage or loss caused by the negligence of the Customer including in the case of a motor vehicle or mobile plant any damage caused by the vehicle being driven without adequate water, engine oil, brake fluid or tyre pressure;
- (j) damage which is major, substantial or which restricts ordinary use of the Equipment for its intended purpose, as determined by ASAH;
- (k) damage arising from the Equipment being used for a purpose for which it was not designed; and/or
- (l) loss or damage resulting from negligent or wilful acts caused or contributed to by the Customer.

**Minor Damage Waiver Fee** means:

- (a) \$500; or
  - (b) the cost of repairing the Minor Damage,
- whichever is greater in the circumstances as determined by ASAH in its discretion, and communicated to the Customer.

**Vehicle** means a truck or utility but not any other equipment such as a scissor lift, trailer or bobcat

**Warranties** mean the warranties specified in clause 7 or otherwise under these Terms and Conditions.

## 2 Hire of Equipment: ASAH

---

- 2.1 In consideration of the Customer agreeing to pay the Hire Charge, ASAH agrees to hire the Equipment to the Customer for the Hire Period in accordance with these terms and conditions.
- 2.2 Upon acceptance by the Customer of these terms and conditions, the Hire Schedule and the Customer paying the Hire Charge (if required to be paid upfront), either:
  - (a) the Customer shall collect or cause to be collected, the Equipment from ASAH on the Delivery Date; or
  - (b) ASAH shall deliver or cause to be delivered the Equipment to the Delivery Address on the Delivery Date.

- 2.3 All costs for the transport, delivery and return of any Equipment between ASAH and the Customer must be paid for by the Customer unless otherwise stated in the Hire Schedule.
- 2.4 ASAH will ensure that the Equipment is clean and in good working order as at the Delivery Date.
- 2.5 Title in the Equipment remains with ASAH at all times during the Hire Period.
- 2.6 Risk in the Equipment lies with the Customer at all times from Commencement until the end of the Hire Period.
- 2.7 If no term is specified in the Hire Schedule or otherwise agreed by the parties, the Hire Period can be terminated on 1 weeks' notice by either party.
- 2.8 ASAH may, at its discretion, require the Customer to procure a guarantee of its obligations under these terms and conditions in the format set out in the attached "Guarantee" which forms part of these terms and conditions.

## 3 Hire of Equipment: The Customer

---

The Customer must:

- 3.1 Satisfy itself at the Commencement that the Equipment is suitable for its purposes.
- 3.2 Deliver, or cause to be delivered at its cost the Equipment to ASAH at the end of the Hire Period.
- 3.3 Return the Equipment to ASAH in clean and good working order.
- 3.4 Operate the Equipment safely, strictly in accordance with the law, only for its intended use, and in accordance with any manufacturer's instructions whether supplied by ASAH or posted on the Equipment.
- 3.5 Subject to any other express provisions of these terms and conditions to the contrary, indemnify ASAH for all injury and/or damage caused or contributed to by the Customer to persons and property in relation to the Equipment and its operation and have adequate insurance to cover all liabilities incurred as a result of the use of the Equipment.
- 3.6 Ensure that any person collecting or taking delivery of Equipment on behalf of the Customer is authorised by the Customer to do so and the Customer will not allege that any such person is not so authorized.
- 3.7 Ensure that all persons operating or erecting the Equipment are suitably instructed in its safe and proper use and where necessary hold all necessary Approvals and qualifications required at law to operate the Equipment.
- 3.8 Conduct a thorough hazard and risk assessment before using the Equipment and comply with all Occupational Health and Safety laws relating to the Equipment and its operation.
- 3.9 Safely secure all items loaded in or on the Equipment or in or on the Customer's vehicle, and indemnify ASAH in respect of any injury and/or damage caused by items falling from the Equipment or from any vehicle or trailer operated by or on behalf of the Customer.
- 3.10 Operate the Equipment with an adequate motor vehicle and/or power source.
- 3.11 Report and provide full details to ASAH of any accident or damage to the Equipment within 2 business days of the accident or damage occurring.
- 3.12 The Customer must NOT:
  - (a) Tamper with, damage or repair the Equipment;

- (b) Lose or part with possession of the Equipment;
- (c) Rely upon any representation relating to the Equipment or its operation other than those contained in these terms and conditions;
- (d) Allow any person to drive a Vehicle or operate Equipment if the person: (i) does not hold a suitable licence to drive that class of Motor Vehicle; or (ii) is affected by drugs and/or alcohol;
- (e) Exceed the recommended or legal load and capacity limits of the Equipment;
- (f) Use or carry any illegal, prohibited or dangerous substance in or on the Equipment; and
- (g) exceed the recommended or legal speed limit for the Equipment.

#### **4 Fee**

- 4.1 The Customer must pay the Hire Charge on Commencement (or at such other times as agreed in writing by ASAH).
- 4.2 Immediately on request by ASAH, the Customer will pay the current retail price of any Equipment as advised by ASAH which is for whatever reason not returned to ASAH.
- 4.3 Subject only to any express provision of these terms and conditions to the contrary, the Customer is responsible for loss or theft of the Equipment, all costs incurred in cleaning the Equipment; the full cost of repairing any damage to the Equipment caused or contributed to by the Customer; stamp duties, GST, any other taxes or duties, and all tolls, fines, penalties, levies or charges payable in respect of these terms and conditions or arising from the Customer's use of the Equipment; all costs incurred by ASAH in delivering and recovering possession of the Equipment; a late payment fee calculated daily at 10% per annum on all amounts owing by the Customer not paid on time; and any additional Hire Charges; the cost of fuels and consumables provided by ASAH and not returned by the Customer; any expenses and legal costs (including commission payable to a commercial agent) incurred by ASAH in enforcing these terms and conditions due to the Customer's default. The Customer must pay and indemnify ASAH against any Claims, costs, expenses, loss, damage, fees, fines or other monetary amounts incurred or suffered by ASAH as a result of the Customer's default under this clause and/or under any other provision of these terms and conditions.
- 4.4 Without limiting the ability of ASAH to recover all amounts owing to it, the Customer authorises ASAH to charge any amounts owing by the Customer to any credit card or account details of which are provided to ASAH.
- 4.5 Despite clauses 3.5, 4.3 and any other provision contained in these terms and conditions to the contrary, in the case of Minor Damage to the Equipment, the Customer will only be required to pay ASAH the Minor Damage Waiver Fee.
- 4.6 Despite any other provision of these terms and conditions, ASAH may, in its total discretion, require the Customer to pay the LTD Waiver Fee in addition to the Hire Charge. The LTD Waiver Fee does not constitute insurance but once paid by the Customer, is an agreement by ASAH, in the event of loss, theft or damage to the Equipment (other than Minor Damage, Customer Negligence, damage to property, personal injury or death) to limit its claim, and the liability of the Customer, in respect of the loss, theft of damage to the Equipment, to the amount of the LTD Waiver Excess. The Customer will not be required to pay the LTD Waiver Fee and this clause will not apply, where the Customer provides ASAH with a certificate of currency and policy documents

evidencing the Customer has LTD Insurance which meets ASAH's satisfaction in accordance with clause 6. If the Customer has LTD Insurance, in the event of loss, theft or damage (other than Minor Damage, Customer Negligence, damage to property, personal injury or death) the Customer must claim against its LTD Insurance policy and pay the benefit of the policy payout to ASAH, together with any shortfall and any other amounts suffered by ASAH (i.e. loss or damage due to inability of ASAH to generate income from the hire of the Equipment amongst other things).

#### **5 PPSR**

- 5.1 This clause applies to the extent that these terms and conditions provides for a 'security interest' for the purposes of the Personal Property Securities Act 2009 (Cth) ("PPS Law"). References to PPS Law in these terms and conditions include references to amended, replacement and successor provisions or legislation.
- 5.2 If ASAH does not have at Commencement a PPS Law registration ensuring a perfected first priority security interest in the Equipment, the Hire Period, (including any extension of the Hire Period or the aggregate of consecutive Hire Periods during which the Customer has substantially uninterrupted possession) may not despite anything else in this document or any Hire Schedule be longer than 2 years.
- 5.3 ASAH may register its security interest. The Customer must do anything (such as obtaining consents and signing documents) which ASAH requires for the purposes of: ensuring that ASAH's security interest is enforceable, perfected and otherwise effective under the PPS Law; enabling ASAH to gain first priority (or any other priority agreed to by ASAH in writing) for its security interest; and enabling ASAH to exercise rights in connection with the security interest.
- 5.4 The rights of ASAH under this document are in addition to and not in substitution for ASAH's rights under other law (including the PPS Law) and ASAH may choose whether to exercise rights under this document, and/or under such other law, as it sees fit. To avoid any doubt about it ASAH's security interest will attach to proceeds.
- 5.5 To the extent that Chapter 4 of PPSA applies to any security interest under these terms and conditions, the following provisions of the PPS Law do not apply and, for the purposes of section 115 of the PPS Law are "contracted out" of these terms and conditions in respect of all goods to which that section can be applied: section 95 (notice of removal of accession to the extent it requires ASAH to give a notice to the Customer); section 96 (retention of accession); section 121(4) (notice to grantor); section 125 (obligations to dispose of or retain collateral); section 130 (notice of disposal to the extent it requires ASAH to give a notice to the Customer); section 129(2) and 129(3); section 132(3)(d) (contents of statement of account after disposal); section 132(4) (statement of account if no disposal); section 135 (notice of retention); section 142 (redemption of collateral); and section 143 (re-instatement of security agreement).
- 5.6 The following provisions of the PPS Law: section 123 (seizing collateral); section 126 (apparent possession); section 128 (secured party may dispose of collateral); section 129 (disposal by purchase); and section 134(1) (retention of collateral) confer rights on ASAH. Customer agrees that in addition to those rights, ASAH shall, if there is default by Customer, have the right to seize, purchase, take possession or apparent possession, retain, deal with or dispose of any goods, not only under those sections but also, as additional and independent rights, under this document and the Customer agrees that ASAH may do so

<p>in any manner it sees fit including (in respect of dealing and disposal) by private or public sale, lease or licence.</p>	<p>7.3 To the extent that the Australian Consumer Law (or any other law which cannot be excluded) does not apply. ASAH makes no representations and gives no warranties other than those set out in these terms and conditions, and will not be liable to the Customer for any Loss, Claims, damages, costs or other liabilities whatsoever (including for consequential loss) in relation to the hiring of the Equipment by the Customer.</p>
<p>5.7 The Customer waives its rights to receive a verification statement in relation to registration events in respect of commercial property under section 157 of the PPS Law.</p>	
<p>5.8 ASAH and the Customer agree not to disclose information of the kind that can be requested under section 275(1) of the PPS Law. The Customer must do everything necessary on its part to ensure that section 275(6)(a) of the PPS Law continues to apply. The agreement in this sub-clause is made solely for the purpose of allowing to ASAH the benefit of section 275 (6)(a) and ASAH shall not be liable to pay damages or any other compensation or be subject to injunction in respect of any actual or threatened breach of this sub-clause.</p>	<p>7.4 Subject to this clause 7, the Customer indemnifies and holds ASAH harmless to the full extent permitted by law for any Claim, Loss or damage whatsoever arising in connection with the hire of the Equipment to the Customer or these terms and conditions, including any third party Claims.</p>
<p>5.9 Customer must not dispose or purport to dispose of, or create or purport to create or permit to be created any 'security interest' (as defined in PPS Law) in the Equipment other than with the express written consent of ASAH.</p>	<p>7.4 ASAH's liability under this agreement is limited to the Hire Charge and ASAH is not liable for any indirect or consequential loss (including loss of profit or opportunity).</p>
<p>5.10 Customer must not lease, hire, bail or give possession ('sub-hire') of the Equipment to anyone else unless ASAH (in its absolute discretion) first consents in writing. Any such sub-hire must be in writing in a form acceptable to ASAH and must be expressed to be subject to the rights of ASAH under these terms and conditions. Customer may not vary a sub-hire without the prior written consent of ASAH (which may be withheld in its absolute discretion).</p>	<p><b>8 Default and termination</b></p> <hr/> <p>8.1 Each of the following events is an Event of Default, namely:</p> <p>(a) The Customer fails to perform or observe any of the covenants or provisions of these terms and conditions and (if capable of remedy) such default continues for more than 5 Business Days after notice from the non-defaulting party requiring remedy the breach;</p> <p>(b) The Customer suffers an Insolvency Event or if it is a partnership, is dissolved.</p>
<p>5.11 Customer must take all steps including registration under PPS Law as may be required to: (a) ensure that any security interest arising under or in respect of the sub-hire is enforceable, perfected and otherwise effective under the PPS Law; (b) enabling the Customer to gain (subject always to the rights of ASAH) first priority (or any other priority agreed to by ASAH in writing) for the security interest; and (c) enabling ASAH and the Customer to exercise their respective rights in connection with the security interest.</p>	<p>8.2 If an Event of Default occurs ASAH may at its option:</p> <p>(a) by proceeding by appropriate court action, either at law or in equity, enforce performance of the applicable terms and provisions of these terms and conditions or recover damages for the breach concerned; and / or</p> <p>(b) terminate these terms and conditions and/ or</p> <p>(c) repossess the Equipment (and is authorized to enter any premises where the Equipment is located to do so).</p>
<p>5.12 To assure performance of its obligations under these terms and conditions, the Customer hereby gives ASAH an irrevocable power of attorney to do anything ASAH considers the Customer should do under these terms and conditions. ASAH may recover from Customer the cost of doing anything under this clause 5, including registration fees.</p>	<p>8.3 The Customer indemnifies ASAH for any Claims, damages, costs or Loss resulting from a breach by the Customer of any provision of these terms and conditions.</p>
<p><b>6 Insurance</b></p> <hr/>	<p><b>9 Privacy</b></p> <hr/>
<p>6.1 The Customer must procure and maintain in its own name business insurance as well as LTD Insurance of the Equipment.</p>	<p>9.1 ASAH will comply with the Australian Privacy Principles in all dealings with its Customers.</p>
<p>6.2 At the request of ASAH, the Customer must produce a certificate of currency for an appropriate policy of LTD Insurance. The Customer is responsible for any excess and any other costs associated with any insurance taken out by the Customer under this clause.</p>	<p><b>10 General</b></p> <hr/> <p>10.1 These terms and conditions, the Hire Schedule and the Guarantee document constitutes the entire understanding between the parties and supersedes all prior agreements, understandings and communications, whether written or oral.</p>
<p><b>7 Warranties and Liability</b></p> <hr/>	
<p>7.1 Where the <i>Australian Consumer Law</i> applies the Customer has the benefit of guarantees in relation to the hire of the Equipment which cannot be excluded.</p>	<p>10.2 These terms and conditions operate as a 'standing agreement' and each Hire Schedule shall constitute a separate contract for supply of the Equipment between the parties. ASAH may enforce its rights under these terms and conditions against a Hire Schedule, multiple Hire Schedules or the terms and conditions as a whole.</p>
<p>7.2 Where the <i>Australian Consumer Law</i> applies and the goods are not of a kind ordinarily acquired for personal domestic or household use or consumption, ASAH's liability in respect of any guarantee is limited to the replacement or repair of the goods, or the cost of having the goods repaired or replaced.</p>	<p>10.3 Except as required by law, the parties must not disclose to any person without the other's prior written consent the existence of, or details in, these terms and conditions or any other information which is confidential and not otherwise in the public domain.</p>

- 10.4 If any provision of the agreement is illegal or unenforceable in any relevant jurisdiction, it must be enforced to the maximum extent possible, and if unenforceable may be severed for the purposes of that jurisdiction, without affecting its enforceability in any other jurisdiction or the enforceability of any other part of these terms and conditions.
- 10.5 Clauses 1, 4, 5, 6, 7, 8, 10 and any Warranties and indemnities survive termination or expiration of these terms and conditions.
- 10.6 These terms and conditions are governed by and is to be construed in accordance with the laws applicable Victoria, Australia.

## GUARANTEE

As consideration for All Star Access Hire Pty Ltd (ABN 88 103 109 440) (**ASAH**) hiring the Equipment to the Customer under the Hire Terms and Conditions, where required by ASAH the Guarantor(s) (I/We), as joint and several guarantor(s) agree to be personally bound to the following:

The Guarantor(s) hereby:

1. Jointly and severally guarantees to ASAH the due and punctual payment of all money presently owing or any money that may be owing in the future by the Customer, in respect of the cost of Equipment hired to the Customer by ASAH and any other sums payable by the Customer to ASAH (hereinafter collectively called **Guaranteed Money**).
2. Jointly and severally agrees to indemnify and keep ASAH indemnified from and against all Loss and Claims whatsoever in relation to the Equipment and the use of the Equipment by the Customer.
3. Covenants, acknowledges and agrees as follows:
  - (a) The provisions of this guarantee shall continue until payment to ASAH of the whole of the Guaranteed Money as cleared funds;
  - (b) The Guarantor is liable hereunder as a principal and as a primary debtor for the payment of the Guaranteed Money to ASAH.
  - (c) This guarantee is valid and enforceable against the Guarantor and the liability of the Guarantor continues and may be enforced by ASAH notwithstanding:
    - (i) that no steps or proceedings have been taken against the Customer or any other Guarantor;
    - (ii) any indulgence or extension of time granted by ASAH to the Customer or any other Guarantor;
    - (iii) the death or bankruptcy or winding up of the Customer or any other Guarantor;
    - (iv) The Guarantor will not compete with ASAH for any dividend or distribution in the event of the Customer being declared bankrupt, going into liquidation or being wound up or entering any deed or scheme of arrangement or assignment or composition in respect of its affairs or its assets and liabilities.
4. The Guarantor hereby acknowledges having given its consent to ASAH to obtain from a credit reporting agency consumer credit report containing information about it for the purpose of ASAH assessing whether to accept the Guarantor as a guarantor for credit granted to the Customer.
5. In consideration of ASAH hiring Equipment to the Customer, I/We hereby grant ASAH an equitable charge over all of my/our present and after acquired property, including but not limited to a caveatable charge over all real estate, as security for the guarantee granted by Me/Us.
6. The term "ASAH" includes its successors, and assigns and any related entity of ASAH involved in the provision of Equipment to the Customer.
7. The terms "Customer" and "Guarantor" include their respective executors, administrators and successors.

### **SIGNED BY THE GUARANTOR/(S)**

Date \_\_\_\_\_

sign here ► \_\_\_\_\_

print name \_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_

sign here ► \_\_\_\_\_

print name \_\_\_\_\_

Address \_\_\_\_\_