

Application for Commercial Credit

L&K Concrete Pumping Pty Ltd T/A Rowland Contractors (ABN 53604280248)

Please note

This application form is an important document. The information you give and the attached [Rowland Contractors Terms of Sale](#) are the basis upon which credit will be granted by [Rowland Contractors](#) to you as customer.

Procedure

The procedure to be followed to complete this application form is -

1. Read the attached [Rowland Contractors Terms of Sale](#).
2. Complete all the relevant details in the Applicant's details section, sign and date the form. If you have any questions with regard to the information requested, please contact your [Rowland Contractors Account Manager](#). Incomplete forms may be returned for correction.
3. If the applicant is a company, the Deed of guarantee and indemnity form on the last page must be completed by all directors of the company. Guarantors should not witness each other's signature and witnesses should be aged 18 years or older.
4. If you have any queries about what you are signing, particularly regarding the guarantee and indemnity, [Rowland Contractors](#) suggests you obtain independent commercial, financial and/or legal advice.
5. Hand the completed application form to your [Rowland Contractors Account Manager](#) or send to the Credit Manager at the Rowland Contractors office listed below. Please note applications forwarded by fax will not be processed. A copy of this application will be returned to you for your records.
6. Your application will be assessed by [Rowland Contractors](#) and you will be advised of the result of your application for a credit account.

Contact Details

208 Maddington Rd, Maddington. WA 6109
PO Box 295 Kwinana. WA 6966

Tel: 08 9452 7844
email: accounts@rowlandcontractors.com.au

Application for commercial credit

With Rowland Contractors (ABN 53 604 280 248)

Applicant's details

Date of this application

Trading name

Type of business Date business commenced

Legal structure (tick box) Sole trader > Partnership > Pty Ltd company > Public company >

Company name

ABN ACN

Builders licence number

Business address

State Postcode

Postal address

State Postcode

Telephone numbers Business Mobile

(Include area code) Facsimile After hours

Ownership of business address (tick box) Rented > Owned > Year purchased

Estimated monthly purchases Will Purchase Orders be used? (tick box) Yes > No >

Name of contact person for payments Telephone

Accounts email address Are You Registered for GST Y N

Trade references (of Companies known to provide References)

1	<input type="text"/>	Telephone	<input type="text"/>
2	<input type="text"/>	Telephone	<input type="text"/>
3	<input type="text"/>	Telephone	<input type="text"/>

Bank Details:

Bank Name: Branch:

Please read and sign next page →

Rowland Contractors use only		Account Number	
Credit Limit \$	Payment Terms	Approved By	Date Received
Sales Group	Price List	Account No.	Date Approved
	Price Group		

The applicant acknowledges as follows

- Terms of sale** The applicant has received a copy of the Rowland Contractors Terms of Sale and agrees to these terms of sale. These Terms of Sale may be altered after written notice of any change is given. This application and the Terms of Sale includes and applies to the entity who is obtaining credit from Rowland Contractors and the owners, principals, company directors and or partners as applicable of same ('Applicant').
- Payment terms** Payment terms are strictly as advised to the applicant at the time the account is opened. Payment terms are either Net 30 Days (i.e. all purchases made during a month are to be paid in full on or before the last working day of the following month) or 7 days from date of invoice (i.e. all purchases must be paid for within 7 days of invoicing) or as agreed in writing on a project by project basis. If payment is not received, Cash Sales terms may be applied without notice.
- Payment** The customer shall indemnify Rowland Contractors against and reimburse Rowland Contractors for all costs, stamp duty, debt collection agency costs and commissions, legal expenses on a solicitor client basis and other expenses and costs incurred by Rowland Contractors in respect of this application and any recovery of the price for the services (whether in whole or in part).
- Interest** Rowland Contractors may charge the Customer interest on amounts not paid within the specified credit period at the Reserve Bank of Australia's large business variable indicator rate applicable in the State or Territory in which the debt was incurred, from invoice date until payment date.
- Closing of account** Credit accounts may be closed without notice if not used for a period of 12 months.
- Duty of disclosure** The applicant declares that the information given in this application is true and correct. The applicant is not aware of any information, notice or court proceedings that may lead to bankruptcy, appointment of an administrator or managing controller, receiver manager or liquidator. The applicant has not entered into and does not intend to enter into any scheme of arrangement with any creditors either formally through a court or otherwise. None of the applicant, directors, partners or proprietors has any outstanding liability to the Australian Taxation Office. None of the directors, partners or proprietors has been a director of a company placed into liquidation or has been declared bankrupt or has entered into an arrangement under the Bankruptcy Act 1966 (as amended). If the applicant is a company, the company is solvent and able to pay its debts.
- Privacy notifications** The applicant authorises Rowland Contractors to obtain from credit reporting agencies and other credit providers, personal and/or commercial information relating to the applicant for the purposes of assessing this application for commercial credit and collecting any overdue payments. The applicant also authorises Rowland Contractors to give personal information concerning this application and the applicant's credit worthiness, as allowed by the Privacy Act 1988, to credit reporting agencies to obtain credit reports and to allow the credit reporting agency to create or maintain a credit information file containing information about the applicant. The applicant authorises Rowland Contractors to exchange information about the applicant with other credit providers to assess the applicant's application for credit worthiness; to notify a default by the applicant; to advise the status of this account where the applicant is in default with other credit providers and to assess the applicant's credit worthiness. The applicant understands that the information exchanged can include anything about the applicant's credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to exchange under the Privacy Act.
- Use of information** Rowland Contractors uses and discloses personal information collected in this application to open and operate the applicant's account, to exchange information as described above and to market its products and services. If the information is not provided, we may not be able to establish or operate your account. We may disclose this information to credit reporting agencies and other credit providers and as otherwise permitted under the Privacy Act 1988. You may access personal information we hold about you, subject to the Privacy Act 1988, by contacting us at the relevant offices listed on page 1. The applicant agrees that, unless they request otherwise, information about transactions under these Terms of Sale may be used by Rowland Contractors for marketing purposes.

Details and signatures of all

(Tick Box) Directors Partners > Proprietors >

If more than 2 directors, partners or proprietors, tick box, photocopy this page and attach to credit application >

Signature	Full Name	
	Home Address	
Date of Birth		
Drivers licence no.		
		State Postcode
Signature	Full Name	
	Home Address	
Date of Birth		
Drivers licence no.		
		State Postcode

Deed of guarantee and indemnity

To **L&K Concrete Pumping Pty Ltd T/A Rowland Contractors (ABN: 53 604 280 248)** and related bodies corporate together with its successors or assigns (Rowland Contractors) Rowland contractors having agreed to supply goods or services from time to time on credit to:

	ACN
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together with its successors or assigns in law, executors and administrators (the customer) - the guarantor(s) set out below hereby guarantee Rowland Contractors due and punctual payment of all monies which are now payable or may be in the future become payable by the customer to Rowland Contractors for goods and/or services supplied from time to time by Rowland Contractors to the customer and it is hereby further agreed as follows:

1. This guarantee and indemnity is binding jointly on all guarantors and severally on each guarantor and shall be effective notwithstanding that one or more of the intended co-guarantors have not executed the guarantee and indemnity or that the guarantee and indemnity has been held to be ineffective or unenforceable against one or more of the guarantors.
2. The guarantor(s) charge in Rowland Contractors favour all their estate and interests in any land which the guarantor(s) now have or may later acquire and any other asset or trust asset with payment of monies owed to Rowland Contractors by the customer or any of the guarantor(s).
3. This guarantee and indemnity is a continuing guarantee and indemnity to Rowland Contractors for all debts incurred by the customer in respect of the goods or services or both supplied to the customer by Rowland Contractors .
4. This guarantee and indemnity shall not be considered wholly or partially discharged by the payment at any time of any monies owing to Rowland Contractors or by settlement of the customer's account and shall apply to the present and any future balance of monies owed by the customer to .
5. Rowland Contractors may exercise its rights under this guarantee and indemnity at any time and issue a written demand to the guarantor(s) for full payment of the customer's debt. Before issuing such demand Rowland Contractors shall not be required to have exercised or exhausted its legal rights against the customer.
6. As an additional and separate obligation, the guarantor(s) hereby agree to pay to Rowland Contractors such monies as at any time have become payable but remain unpaid by the customer. The guarantor(s) will indemnify and keep indemnified Rowland Contractors from all loss or damage suffered and all claims, costs and expenses made against or incurred by Rowland Contractors arising out of any breach of any agreement between Rowland Contractors and the customer including the unenforceability of any part of such agreement against the customer. No relaxation or waiver which Rowland Contractors may extend to the customer shall prejudice or act as any waiver of Rowland Contractors rights against the guarantor(s) under this indemnity.
7. The monies payable to Rowland Contractors under this guarantee and indemnity shall include all collection fees and legal costs incurred by Rowland Contractors in connection with any default by the customer.
8. Any credit limit applied by Rowland Contractors to the customer is at Rowland Contractors discretion and shall not limit the liability of the guarantor(s).
9. Rowland Contractors may at any time vary the Terms of Sale current at the date of this commercial credit application without notice to the guarantor(s) and this guarantee and indemnity shall not in any way be affected or discharged as a result of such variation.
10. Nothing in this guarantee and indemnity is binding or conditional upon Rowland Contractors continuing to supply goods and/or services to the customer.
11. The guarantor(s) may revoke this guarantee and indemnity at any time by sending to Rowland Contractors at its registered address a written notice of revocation. Any notice of revocation shall only discharge the guarantor(s) from liability as to future dealings by the customer with Rowland Contractors after the date that Rowland Contractors acknowledges receipt of the notice of revocation.
12. If any payment to Rowland Contractors of any monies is rescinded or refunded under any solvency law or otherwise, the obligation of the guarantor(s) under this guarantee and indemnity for such payment shall be reinstated as though such payment or notice of revocation under clause 11 had not been made.
13. In the event that one or more clauses of this guarantee and indemnity are not enforceable, the remaining clauses shall still apply.
14. If the customer is a company, the guarantor(s) who are not directors certify that they have obtained independent commercial, financial and legal advice before signing this deed.
15. Rowland Contractors may seek from a credit reporting agency, personal and/or commercial information relating to the guarantor(s), including consumer credit reports containing information about them, for the purposes of assessing their acceptance as guarantor(s) for commercial credit applied for, or provided to the customer. The guarantor(s) also authorise Rowland Contractors to give information on the guarantor(s), as allowed by the Privacy Act 1988, to credit reporting agencies and other credit providers. The guarantor(s) agree that this agreement commences from the date of this guarantee and indemnity and continues until the credit covered by the applicant's application ceases.
16. Rowland Contractors uses and discloses the personal information collected from guarantor(s) to establish and, if necessary, enforce the guarantee, to exchange information as described above and to market its products and services. If the information is not provided, we may not be able to able to establish or operate the applicant's account. We may disclose this information to credit reporting agencies and other credit providers and as otherwise permitted under the Privacy Act1988. You may access personal information we hold about you, subject to the Privacy Act 1988, by contacting us at the relevant offices listed on page 1.

Date

Signature	Guarantor Name		
	Home Address		
Witness Signature		State	Postcode
	Witness Name		
Signature	Guarantor Name		
	Home Address		
Witness Signature		State	Postcode
	Witness Name		

If more than 2 guarantors, tick box, photocopy this page and attach to credit application >

TERMS AND CONDITIONS OF SALE

These terms and conditions shall apply to the provision of all Services by Rowland Contractors and shall apply to and be deemed to be incorporated in any agreement for the provision of Services entered into by Rowland Contractors whether the same arises from an Order received from the Customer or arising from any Quotation made by Rowland Contractors. These conditions (which shall only be waived in writing signed by Rowland Contractors) shall prevail over all other conditions of the Customers Order to the extent of any inconsistency.

1. In these terms and conditions unless the context otherwise requires:-
 - 1.1 "Rowland Contractors" means L&K Concrete Pumping Pty Ltd T/A Rowland Contractors ABN: 53 604 280 248 and its successors, transferees and assigns and related bodies corporate (as the expression is defined in the Corporations Law).
 - 1.2 "Current Rates" means Rowland Contractors current price list of established charges and prices for services published by Rowland Contractors from time to time.
 - 1.3 "Customer" means the party or parties to whom Rowland Contractors shall sell or otherwise provide Services.
 - 1.4 "Price" means the price stated in any delivery docket, invoice, order, quotation or statement rendered by Rowland Contractors to the Customer in respect of the supply of Services or if no price is stated therein price shall mean the price specified in Rowland Contractors Current Rates.
 - 1.5 "Services" means goods, products, services, equipment, supplies, concrete pumping and spraying work, or other items which are furnished, supplied or sold by Rowland Contractors to the Customer pursuant to any contract or agreement made between the Customer and Rowland Contractors.
 - 1.6 "Site" means the land on, over, under, in or through which the Services are to be carried out or provided.
 - 1.7 "Quotation" means any proposal or quotation given by Rowland Contractors to the Customer with respect to the proposed purchase of any Services.
 - 1.8 "Order" means any order for or any statement of intent to purchase any Services or any direction to proceed with engineering, procurement, manufacture of shipment of Services placed by the Customer with Rowland Contractors.
2. Chargeable Time shall be calculated from the time nominated by the Customer as the pump starting time or at the time Rowland Contractors has set up the pipeline and is ready to begin pumping, whichever is the latter. The chargeable time will be deemed to cease when Rowland Contractors equipment has been cleaned up and is ready to move from the Site. The Customer acknowledges that apart from standard surcharges an additional charge may apply as a result of slow concrete supply, job alteration, or late start time.
3. Rowland Contractors shall be entitled to charge and the Customer shall pay a minimum hire charge and any applicable surcharges which may apply to the provision of Services in accordance with the Current Rates.
4. Rowland Contractors shall be entitled to charge the Customer and the Customer shall pay a cancellation fee in accordance with the Current Rates in the event of the Customer cancelling the Services unless written notice of intention to cancel is received by Rowland Contractors by no later than 1500 hrs the day preceding the date on which Rowland Contractors was to provide the Services.
5. Rowland Contractors shall be entitled to charge the Customer and the Customer shall pay a cancellation fee in accordance with the Current Rates in the event of the Customer cancelling the Services unless written notice of intention to cancel is received by Rowland Contractors by no later than 1500 hours the day preceding the date on which Rowland Contractors was to provide the Services. Further, a cancellation fee will be charged should the Customer cancel Rowland Contractors Services after Rowland Contractors arrival on Site or after the erection of the pipeline.
6. The Customer is responsible for providing a pumpable mix of concrete in order for Rowland Contractors to carry out and provide the Services.
7. Rowland Contractors reserves the right at all times during the provision of the Services to determine the distance which any of Rowland Contractors plant and equipment may be driven or transported and also with respect to the suitability of Rowland Contractors plant and equipment for the provision of Services requested by the Customer. Further, Rowland Contractors at its discretion may terminate the provision of the Services to the Customer if it considers the distance for pumping the concrete excessive or that Rowland Contractors plant and equipment is unsuitable, and in the event of such termination Rowland Contractors shall not be liable for any loss or damage or delay occasion to the Customer arising from such termination of Services.
8. The Customer is responsible for providing safe and adequate access to the Site and will pay for all damage, injury to any person and to any public or private property which may result from Rowland Contractors entry and exit from the Site. The Customers responsibility shall include any costs associated with enabling Rowland Contractors vehicle to enter and exit the Site.
9. The Customer shall indemnify and keep indemnified Rowland Contractors from and against all claims, demands, writs, summons, actions, suits, proceedings, judgements, orders, costs, damages, losses and expense of any nature whatsoever which Rowland Contractors may suffer or incur in connection with loss of life, personal injury and or damage to property arising from or out of any occurrence in or upon or at the Site or the use by Rowland Contractors of the Site or any part thereof.
10. The Customer shall pay in full the Price (including any applicable surcharges) for Services delivered or supplied either by no later than the last working day of the month immediately following the month of delivery or supply or by the time stated for payment in any delivery docket, order, quotation, invoice or statement issued by Rowland Contractors to the Customer, whichever date is the earlier ("the due date"). Rowland Contractors may withhold supply of Services if the Customers account is overdue or unpaid whether in whole or in part. If the Customer fails to pay any monies payable to Rowland Contractors on the due date then all monies owing by the Customer to Rowland Contractors shall immediately become due and payable.
11. If the Customer shall fail to pay any money which is payable on the due date then the Customer shall pay interest on that money or on so much of it as shall remain unpaid from and including the due date or dates for the payment of such money until the same shall be paid in full or such interest is to accrue from day to day. For the purpose of this clause "interest"

means the percentage rate which is equivalent to the then current business benchmark rate published by the National Australia Bank Ltd in the Australian Financial Review from time to time plus 2% or in the event that publication of such rate ceases or is suspended or its method or basis of computation is substantially altered, such rate as in the opinion of an expert appointed at the request of Rowland Contractors by the Chairman for the time being of the Institute of Chartered Accountants in Australia is a similar rate of interest.

12. The Customer shall indemnify Rowland Contractors against and reimburse Rowland Contractors for all costs, stamp duty, debt collection agency costs and commissions, legal expenses on a solicitor client basis and other expenses and costs incurred by Rowland Contractors in respect of this application and any recovery of the Price for the Services (whether in whole or part).
13. Rowland Contractors may at any time or from time to time without reason close the Customers account or refuse to extend any further credit to the Customer. Rowland Contractors approval of this application shall not obligate Rowland Contractors to extend to the Customer credit at all or in any particular amount.
14. Where two or more persons constitute the Customer their liability shall be joint and several.
15. The Customer shall immediately notify Rowland Contractors in writing upon any change of the proprietors, shareholders or directors of the Customer or any information set out in the attached application, of such change and the Customer shall indemnify Rowland Contractors for any loss arising from the Customer's failure to so notify.
16. The supply of Services by Rowland Contractors shall be governed by the laws of Western Australia and Rowland Contractors and the Customer agrees to submit to the non-exclusive jurisdiction of the Courts of Western Australia.
17. The Customer shall not withhold payment of any monies owing to Rowland Contractors on the ground of any counterclaim which is disputed by Rowland Contractors.
18. Rowland Contractors shall not be liable for late delivery or non-delivery of Services and under no circumstances shall Rowland Contractors be liable for any loss, damage or delay occasioned to the Customer or its customers arising from late or non-delivery of Services.
19. In the event that there is any delay in delivery or failure to deliver the Services due to weather, fire, labour dispute, strike, breakdown of Rowland Contractors plant and machinery, unavailability or delay of the Services or any equipment associated with the provision of the Services, or transport or other cause whatsoever beyond Rowland Contractors control then:-
 - a. Rowland Contractors shall not be liable for any loss, damage or injury (including without limitation) any loss of profit, direct or indirect consequential loss, damage or injury by reason of any such delay or failure; and
 - b. Rowland Contractors shall be entitled to suspend provision of the Services for such period as it may think fit or terminate the agreement to provide the Services, first suspend deliveries then terminate the contract and shall not be liable for any loss or damage sustained by the Customer or any other person by reason of such suspension or termination.
20. If the Customer goes into compulsory or voluntary liquidation, becomes bankrupt or enters into a composition, arrangement with or assignment for the benefit of the Customers creditors or appoints under any act or instrument or by order of any Court a manager, administrator, trustee, receiver, receiver manager or liquidator of the Customer or in relation to any part of the Customers undertaking, assets or property then in any of these cases the Customer will be deemed to be in default under this Agreement and Rowland Contractors at its option may without prejudice to any other rights or remedies require the Customer to immediately pay all moneys owing to Rowland Contractors and Rowland Contractors may refuse to extend any further credit or Services to the Customer.

Important Notes

1. It is an offence under the Australian Standards AS2550. 15-1994 Part 15 to use a Concrete Boom Pump as a Crane. The Boom Pump is not to be used in any circumstances for the purpose of lifting any plant or equipment from or onto any areas on the Site.
2. All Pumps pump under pressure and therefore it is not safe practice for any person to be standing in front of the end of the delivery hose of the pumping equipment as there is a risk of injury from unpredictable sudden expulsion of concrete from the delivery hose.
3. The Customer is responsible to ensure that the Customer and its employees, contractors, workmen agents, servants or any other person using or upon the Site comply with all relevant laws and regulations relating to the provisions of the Services including but not limited to the Occupational Health, Safety and Welfare Act 1984 (as amended). The Customer must ensure that the Site is safe (including but not limited to scaffolding) to ensure safety for Rowland Contractors personnel and equipment. The Customer releases and indemnifies and agrees to keep indemnified Rowland Contractors from and against all actions, claims, demands, losses, damages, costs and expenses for an in respect of which Rowland Contractors shall or may become liable by reason of the Occupational Health, Safety and Welfare Act 1984 in respect of the Site where the Services are being provided or in use.
4. The Customer is required to supply Rowland Contractors (at no charge) with a minimum of 1 full bag of cement for slurry purposes. For pushes of 50 metres or more, an additional second bag of cement may be required. For pushes (pipe length) exceeding 45 metres the concrete mix designed must be a minimum of 25 MPa.
5. The Customer must provide Rowland Contractors with the following facilities and equipment at the Site:-
 - (a) Washout area; and
 - (b) Water supply