

# TRADE APPLICATION FORM

This Application for Trade Account (**Application**) must be completed in full and returned to Flehan Skips (“our”, “we” or “us”) by email [contact@flehanskips.com.au](mailto:contact@flehanskips.com.au) or post at 1080-1090 Port Wakefield Road Burton SA 5110.

**Note 1:** A reference to the **Business** is a reference to the trading entity named and described in **Section A** of this Application. If we accept your Application, the terms and conditions set out in this Application will be binding on the Business. By completing this Application and submitting it to us, you warrant that you have the authority to make the Application on behalf of the Business.

**Note 2:** The Terms and Conditions of Hire will apply whenever the Business hires a Skip Bin from us. The Terms and Conditions of Hire can be viewed on our website <https://flehanskips.com.au/> when hiring a Skip Bin from us, or you can request a copy of the Terms and Conditions from us at any time.

**Note 3:** The Business must also complete the Business Purpose Declaration in **Section D** of this Application. If the Business is a company, then the directors must also complete the Guarantee in **Section E** of this Application.

## SECTION A – THE BUSINESS

**Business is a Sole Trader** – To be completed by the owner of the Business.

Last Name:	Middle Name:	First Name:	Title:
Name of Business:			ABN:
Address:			
City:	State:	Postcode:	Phone:
			Email:

## SECTION B – BUSINESS AND FINANCE DETAILS

### Business Background and History

Type of Business:	Trading Name:	Business Commenced (date):
Principal place of business: Address:		
City:	State:	Postcode:
		Phone:
Name of Accounts Manager:	Title:	Email:
At Business Address Since (date):		

## Accounting Reference

Accountant's Name:	Accounting Firm Name:	Phone:
Address:		Email:

## Trade References

Trade Name: (1)	Trade Name: (2)	Trade Name: (3)
Contact Name:	Contact Name:	Contact Name:
Email Address:	Email Address:	Email Address:
Address:	Address:	Address:
Phone:	Phone:	Phone:
Account Opened Since:	Account Opened Since:	Account Opened Since:
Credit Limit:	Credit Limit:	Credit Limit:
Current Balance:	Current Balance:	Current Balance:

Credit Limit Requested	\$
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## Financial Information

Credit \$ Requested: \$	
Have you or any partner or a director of the Business ever been a bankrupt?	
Has the Business ever entered into a compromise with creditors?	
Has the Business ever been refused credit?	
Has the Business ever been placed under external administration?	
Is the Business insolvent (i.e. unable to pay its debts as and when they are due)?	

Is the Business the subject of any litigation?	<b>No</b>
If you have answered yes to any of the above questions please attach a sheet setting out the details.	

**I declare that** I am authorised to make and sign this Application on behalf of the Business and all of the above information is true, correct and complete.

**I hereby irrevocably authorise** Flehan Skips to contact the above accounting, bank and trade references and to obtain credit reports and the named accounting, trade and bank references and credit reporting agencies to disclose to Flehan Skips any and all information concerning the financial and credit history of the named Business the Flehan Skips may request.

Applicant Print Name:  X	Sign:                      Date:  X
Witness Print Name:  X	Sign:                      Date:  X

## SECTION C – TERMS AND CONDITIONS

1. We may accept or reject this Application in our absolute discretion. Acceptance of this Application will be binding only if we notify you or the Business in writing that we have accepted the Application.
2. If we accept this Application:
  1. the Business agrees to be bound by and observe the *Terms and Conditions of Hire* and these terms and conditions; and
  2. we may suspend the trading account of the Business at any time if we are of the opinion that you or the Business has or may breach the *Terms and Conditions of Hire* or these terms and conditions.
3. If we suspend the trading account of the Business then:
  1. all monies payable by the Business to us will immediately be due and payable whether or not demand for payment has been made; and
  2. the Business hereby irrevocably authorizes us to debit all monies due and owing to us by the Business from any bank account or credit card account that you or the Business have notified to us.
4. We may charge interest on all monies due and payable to us but remaining unpaid. Such interest shall be charged at the rate of 9% per annum. Interest shall be calculated daily on the outstanding balance until the monies have been paid in full.

## SECTION D – BUSINESS PURPOSE DECLARATION

I declare that the credit to be provided to the Business by Flehan Skips in connection with this the trading account is wholly or predominantly for business purposes.

Important You should only sign this declaration if the trading account is wholly or predominantly for business purposes. By signing this declaration, you may lose your protection under the National Credit Code.

Applicant Print Name: X	Sign: X	Date:
Witness Print Name: X	Sign: X	Date:

## SECTION E – GUARANTEE

This Guarantee is to be completed if the Business is a company.

TO FLEHAN SKIPS PTY LTD (ACN 648 832 937) trading as  
Flehan Skips of 1080-1090 Port Wakefield Road Burton  
SA 5110 (Flehan Skips).

In consideration of Flehan Skips having at the request of the Applicant agreed to grant a trading account to the Business named and described in Section A of the Application, the undersigned director or directors of the Business (Guarantor) hereby:

1. Guarantee to Flehan Skips the due and punctual payment by the Business all moneys due to Flehan Skips under or pursuant to or resulting from any breach of the Terms and Conditions of Hire or the terms and conditions in Section C of the Application.
2. Acknowledge and agree that:
  1. the guarantee hereby given is a continuing guarantee and neither this Deed nor the said Guarantee shall be discharged in any way or be considered or deemed to be discharged in any way by any payment to the Flehan Skips other than the payment to and acceptance by Flehan Skips of one hundred cents in the dollar; and
  2. The Guarantor is liable hereunder as principal and as primary debtor for the payment of all monies due and payable under of the Terms and Conditions of Hire and terms and conditions in Section C of the Application.
3. At any time and from time to time without releasing discharging or affecting the liability of the Guarantor hereunder and without notice to or the consent of the Guarantor Flehan Skips may:
  1. grant to the Business any consent approval concession time forbearance or indulgence; or
  2. compound deal with compromise with or release the Business in relation to all or any part of the Terms and Conditions of Hire or terms and conditions in Section C of the Application; or
  3. release discharge or otherwise deal with the whole or any part of the Terms and Conditions of Hire or terms and conditions in Section C of the Application as against the Business; or
  4. agree to any new terms for the Terms and Conditions of Hire or terms and conditions in Section C of the Application; or
  5. enforce or forbear to enforce any of the terms and conditions contained in or implied by the Terms and Conditions of Hire or terms and conditions in Section C of the Application.
4. This Deed shall at all times be valid and enforceable against the Guarantor and the liability hereunder of the Guarantor shall continue and may be enforced by Flehan Skips notwithstanding:
  1. that no notice, claim or demand for payment has been given to or made on the Business; or
  2. that no steps or proceedings have been taken against the Business; or
  3. that no recourse has been had or exercised against the Business; or
  4. that no proceedings have been taken against the Business; or

- 5. the waiver of any default of the Business by Flehan Skips; or
  - 6. the Business becomes insolvent or is placed into liquidation or under any external administration (whether receivership scheme or arrangement winding up or otherwise); or
  - 7. that this Deed has only been executed by some of the directors of the Business.
5. The Guarantor waives all of the rights of the Guarantor whether as surety or otherwise and whether legal equitable statutory or otherwise that may at any time be contrary to or inconsistent with this Deed.
6. If any payment that has been made to Flehan Skips by or on behalf of the Business is subsequently avoided by reason of or pursuant to any statute or otherwise then that payment shall be deemed not to have discharged or affected the liability of the Guarantor under this Deed and in that event Flehan Skips and the Guarantor shall be restored to the position in which each would have otherwise been and Flehan Skips shall be entitled to exercise all the powers rights and remedies that Flehan Skips would have otherwise had if the payment had not been made.
7. Any certificate signed by the Flehan Skips' solicitors certifying the amount of any liability hereunder of the Guarantor as at the date stated in the certificate shall at all times be conclusive evidence of what is so certified.
8. Any notice or demand by the Flehan Skips to the Guarantor shall be deemed to have been fully and sufficiently given or made if it is in writing and it is signed by Flehan Skips or on behalf of Flehan Skips by its solicitors or by any other person so authorised by Flehan Skips and served upon the Guarantor personally or by leaving it for the Guarantor at his or her address or by posting it to the Guarantor by ordinary prepaid post addressed to the Guarantor.
9. In and for the purposes of this Deed unless the contrary intention appears:
- 1. Words importing the singular shall include the plural and vice versa and words importing one gender shall include other genders;
  - 2. if more than one person signs this Deed as director of the Business then the liability of each such person under this Deed shall be joint and several.

**EXECUTED as a Deed:**

Applicant Print Name: X	Sign: X Date:
Witness Print Name: X	Sign: X Date:

Thank you for completing the Flehan Skips Trade Application.

Flehan Skips Trade Application version 2.3

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Please email your completed application to the below contact:

**Finance Department**  
[accounts@flehanskips.com.au](mailto:accounts@flehanskips.com.au)  
0452 652 033