

COMMERCIAL CREDIT APPLICATION

14 DAY TRADING ACCOUNT



To: **WORKPAC PTY LTD ACN 111 076 012 ABN 52 111 076 012** and any subsidiary or associated entity as defined in the Corporations Act 2001 ("THE WORKPAC GROUP")

I/We the client named below (called variously "I/we" and "me/us" in this application) ("the Client") agree, declare and acknowledge that:

- If this application is accepted by THE WORKPAC GROUP, the Terms of Business as set out below will be binding on us; and
- We have been given and have read and understood THE WORKPAC GROUP's Terms of Business prior to completing this application.

CLIENT

Are you a (tick):	<input type="checkbox"/> Sole Trader	<input type="checkbox"/> Partnership	<input type="checkbox"/> Private Co. (Pty Ltd)	<input type="checkbox"/> Public Co. (Ltd)	<input type="checkbox"/> Trust
Registered and/or Trading Name:					
Registered Office Address:					
ACN:		ABN:			
Business Address:				Post Code:	
Postal Address:				Post Code:	
Telephone {Bus}:	()	Mobile:		Facsimile:	()
Email:				Public Liability Insurance?	Yes / No
Public Liability Insurer's Name:				Policy Number:	

TRADE REFERENCES

1.		Phone No:	
2.		Phone No:	
3.		Phone No:	

Credit Information

The Client and Guarantor give consent to and authorisation for THE WORKPAC GROUP to do the following at any time:

- request credit reports containing information about our consumer or commercial credit arrangements from credit reporting agencies for the purposes of assessing this application and/or my creditworthiness or in connection with any related purpose or the attached Guarantee and Indemnity;
- give credit reporting agencies information to enable the credit reporting agencies to create and maintain credit information files containing information about us;
- disclose credit reports and any personal information derived from credit reports and any information about our personal or commercial credit arrangements to any related bodies corporate of THE WORKPAC GROUP, any agents of THE WORKPAC GROUP, any of our current or potential guarantors and any other current or potential provider of credit to us for any purpose; and
- exchange information with other credit providers and any collection agents of THE WORKPAC GROUP, any of THE WORKPAC GROUP's related bodies corporate and any current or potential provider of credit to us for any purpose.

We understand that the information permitted to be disclosed to or by THE WORKPAC GROUP under the Privacy Act 1988 (Cth) will include:

- identification details - that is, name, sex, date of birth, current and 2 previous addresses, current or last known employer, and driver's licence number;
- the fact that we have applied for credit, the amount of the credit, or that THE WORKPAC GROUP is a current provider of credit to us;
- advice that payments previously notified as unpaid are no longer overdue;
- payments overdue for at least 60 days and for which collection action has started;
- cheques for more than \$100 dollars drawn by us which have been dishonoured more than once;
- in specified circumstances, that in the opinion of THE WORKPAC GROUP we have committed a serious credit infringement.

PRIVACY STATEMENT

We understand that we need not give any of the personal information requested in this application. However, without this information it may not be possible to process this application or provide us with an appropriate level of service. By signing this application we authorise THE WORKPAC GROUP to collect, maintain, use and disclose our personal information in the manner set out above and in THE WORKPAC GROUP's privacy policy as varied from time to time. A copy of the privacy policy is available on the THE WORKPAC GROUP's website.

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CREDIT TERMS

1. **Payment:** By acceptance of these terms The Client must pay for the Services within 14 days from the invoice date or within any alternative credit period, or alternative method granted in writing by THE WORKPAC GROUP.
2. **Interest:** The Client is liable to pay THE WORKPAC GROUP interest at a rate of 15% per annum on all amounts invoiced for the Services from time to time; however, such liability is waived by THE WORKPAC GROUP where payments are made within 14 days from the invoice date, or as otherwise agreed to in writing by THE WORKPAC GROUP.
3. **GST:** Each amount payable by the Client under these Credit Terms in respect of a Taxable Supply by THE WORKPAC GROUP is a GST exclusive amount and on receipt of a tax invoice the Client must, in addition to that amount and at the same time, pay the GST payable in respect of that supply. "Taxable Supply" and "GST" have the meanings set out in the A New Tax System (Goods and Services) Act 1999 (Cth).
4. **Withdrawal or Variation of Credit:** THE WORKPAC GROUP may at any time, without the need to provide a reason, vary or withdraw any credit granted to the Client.
5. **Charge over Client & Guarantor Property:** The Client & Guarantor, and where the Client is unincorporated each proprietor of the Client & Guarantor, hereby charges with payment of all moneys and compliance with all obligations owed by the Client & Guarantor to THE WORKPAC GROUP under the Terms of Business all beneficial interest (freehold and leasehold) in real property or any personal property capable of being charged, held now or in the future by the Client or proprietor. The Client & Guarantor, and where applicable, each proprietor, agrees that if demand is made upon it, him or her by THE WORKPAC GROUP, the Client & Guarantor, or where applicable, the proprietor, will immediately execute a mortgage in registrable form or consent to a caveat as required by THE WORKPAC GROUP to secure the interest to THE WORKPAC GROUP pursuant to this equitable mortgage. If the Client & Guarantor, or where applicable, the proprietor, fails to do so within 7 days of being so requested, the Client, or where applicable, the proprietor, irrevocably and by way of security appoints, on a joint and several basis, each Officer to be its, his or her true and lawful attorney to execute and register such instruments. The Client & Guarantor authorises the attorney appointed pursuant to this clause to enter into conflict transactions within the meaning of the Powers of Attorney Act 1998.
6. **Suspension or Ceasing of Supply:**
 - (a) THE WORKPAC GROUP may in THE WORKPAC GROUP's complete discretion and without incurring any liability to the Client, cease or suspend supply of the Services or amend these Credit Terms.
 - (b) Without limiting clause 6(a), if an Event of Default occurs, THE WORKPAC GROUP may, without prejudice to THE WORKPAC GROUP's other rights, call up moneys owed to THE WORKPAC GROUP by the Client, retain all moneys paid on account, or cease further deliveries and recover from the Client all loss of profits and other costs arising from the Event of Default and/or take immediate possession of any Services for which payment remains outstanding.
7. **Liability of THE WORKPAC GROUP:** THE WORKPAC GROUP will not be liable for any loss or damage whatsoever suffered by the Client as a result of any act, omission or statement made by THE WORKPAC GROUP, THE WORKPAC GROUP's employees, contractors or agents whether negligent or not, except that nothing in these Credit Terms limits any liability imposed by any statute unless or to the extent that it is lawful to do so.
8. **Certification:** A statement signed by an Officer certifying the amount of any moneys payable by the Client, or identifying any services, as being "unpaid for" is, in the absence of manifest error, conclusive and binding on the Client.
9. **Notification of Change of Details:** The Client will provide written notice to THE WORKPAC GROUP of any change in the Client's structure or management, including any change of director, shareholder, partnership, trusteeship or address within 7 days of the change.
10. **Continuing Guarantee:** All guarantees under or related to the Terms of Business will be continuing guarantees and will terminate only with THE WORKPAC GROUP's written agreement.
11. **Set-Off:** THE WORKPAC GROUP may at any time set-off amounts owed by THE WORKPAC GROUP to the Client against amounts owed by the Client to THE WORKPAC GROUP.
12. **Effect of Other Terms:** These Credit Terms are in no way affected or amended by any other express or implied terms contained in any terms of sale in relation to the Services. No terms of the Client apply to any agreement between the Client and THE WORKPAC GROUP.
13. **Expenses:** The Client must pay to THE WORKPAC GROUP any costs, charges and expenses (including all stamp duty and legal fees and costs and debt recovery expenses on a full indemnity basis as a liquidated debt) incurred by THE WORKPAC GROUP in connection with the entry into these Credit Terms, the exercise or attempted exercise of any power, right or remedy under these Credit Terms and/or the failure of the Client to comply with all of the Client's obligations pursuant to these Credit Terms.
14. **Transactions:** The Client will be liable for all transactions and expenses involving the Client's credit account including any fraudulent use of the account by the Client or any person authorised by the Client to use the account or the Client's employees, agents or contractors. The Client will also be liable for any fraudulent use of the Client's credit account which is directly or indirectly caused or contributed to by the Client's negligence.
15. **Application of Monies Received:** If THE WORKPAC GROUP receives or recovers money in respect of a debt of the Client, THE WORKPAC GROUP may use the money to pay off whichever debt or part of a debt THE WORKPAC GROUP chooses and is not compelled to apply the money as directed by the Client or any other person.
16. **Indemnity:** The Client indemnifies THE WORKPAC GROUP in relation to any direct or indirect loss, liability or damage suffered by THE WORKPAC GROUP or any other person as a result of the Client's negligence or breach of the Terms of Business.
17. **Trusts:** This Agreement binds the Client personally and:
 - (a) if the Client enters into this Agreement as a trustee, as trustee of that trust; and
 - (b) as trustee of any trusts of which the Client is trustee, on a joint and several basis.
18. **Joint and Several:** If the Client consists of more than one person, the obligations of each person are joint and several.
19. **Severance:** Each clause, subclause and part of the Credit Terms is separate and independent. If any clause or subclause or part is found to be invalid or ineffective, the other clauses or subclauses or parts will not be adversely affected.
20. **Waiver:** Any waiver by THE WORKPAC GROUP must be in writing. In the event that THE WORKPAC GROUP elects not to exercise any of THE WORKPAC GROUP's rights arising in connection with these Credit Terms, THE WORKPAC GROUP's election will not constitute a waiver of any rights relating to any breach of the Credit Terms.
21. **Amendments:** The Credit Terms may only be amended with THE WORKPAC GROUP's express written agreement.
22. **Assignment:** The Client may not assign any agreement under the Credit Terms without THE WORKPAC GROUP's prior written consent.
23. **Application of Laws:** The Credit Terms are governed by the laws of the state of Queensland. The Client submits to and consents to the central Courts of Brisbane having jurisdiction over the Credit Terms.
24. **Time:** Subject to the Credit Terms and without limiting the application of clause 20 above, time shall be of the essence unless THE WORKPAC GROUP agrees in writing to any time requirements being extended or abridged in which event the time so extended or abridged shall again be of the essence of the Credit Terms.
25. **Interpretation:**

In the Credit Terms, unless the context requires otherwise:

 - (a) All references to a party include the party's successors and permitted assigns;
 - (b) No provision of the Credit Terms will be construed adversely against a party solely because the party was responsible for drafting the provision;
 - (c) **Credit Terms** means the credit terms set out in this Application;
 - (d) **Guarantee** means any guarantee, including the guarantee and indemnity accompanying the Credit Terms, provided to THE WORKPAC GROUP in relation to the Client's performance of its obligations under the Terms of Business;
 - (e) **Officer** means each director, secretary, credit manager and authorised representative of THE WORKPAC GROUP;
 - (f) **Services** means the testing, introduction and provision of any candidate or any other person by THE WORKPAC GROUP with the Client for an engagement and all associated services;
 - (g) **Terms of Business** means, collectively, this Application for Commercial Credit 14 Day Trading Account, the Credit Terms and THE WORKPAC GROUP's Standard Terms & Conditions of Business, as may be amended by THE WORKPAC GROUP from time to time; and
 - (h) any term defined in the Guarantee and THE WORKPAC GROUP's Standard Terms & Conditions of Business will have the same definition in the Credit Terms.

I/We agree to be bound by the Terms of Business and warrant that the information given by me/us in this application is true and accurate and warrant I/we have disclosed all information relevant to this application.

Name:		Position:	
Signature:	(Signed for and on behalf of the Client)	Date:	/ /
Witness Name:		Witness Signature:	
Witness Address:			

GUARANTEE & INDEMNITY

(PLEASE ENSURE THE REVERSE PAGE OF THIS DOCUMENT IS SIGNED BY RELEVANT PARTIES)

To: **WORKPAC PTY LTD ACN 111 076 012 ABN 52 111 076 012 and any subsidiary or associated entity (“THE WORKPAC GROUP”)**

1. **Guarantee**

The Guarantor unconditionally and irrevocably guarantees to THE WORKPAC GROUP the due and punctual payment of the Guaranteed Monies and guarantees the punctual and correct compliance with all obligations (including payment obligations) which the Client owes now or may in the future owe to THE WORKPAC GROUP. Further, the Guarantor agrees that:

- (a) any statement signed by an Officer certifying the amount of Guaranteed Monies, or the money owing by the Guarantor under the Guarantee, is, in the absence of manifest error, binding and conclusive on and against the Guarantor;
- (b) this Guarantee is a continuing guarantee and remains in full force and effect until all the Guaranteed Monies are paid or satisfied in full and is in addition to, and not prejudiced or affected by any other security or guarantee held by THE WORKPAC GROUP for the payment of the Guaranteed Monies;
- (c) the liabilities of the Guarantor and the rights of THE WORKPAC GROUP under this Guarantee are not affected by anything which might otherwise affect such liabilities and rights at law or in equity; and
- (d) if any payment by the Guarantor under this Guarantee or the Client is avoided, set aside, ordered to be refunded or reduced rendered unenforceable by any laws relating to bankruptcy, insolvency or liquidation, that payment will be taken not to have been made and THE WORKPAC GROUP is entitled to recover from the Guarantor the value of that payment as if that payment had never been made and this clause continues after this Guarantee is discharged.

2. **Principal Obligation**

This Guarantee creates a principal obligation from the Guarantor to THE WORKPAC GROUP and it is in addition to any security which THE WORKPAC GROUP holds from the Client, and this Guarantee may be enforced without THE WORKPAC GROUP having to take any steps against the Client or its security.

3. **Warranty**

Each Guarantor warrants that all the information set out in this Guarantee is true and correct and the Guarantor has disclosed to THE WORKPAC GROUP all information relevant to this Guarantee.

4. **Indemnity**

As a separate and independent obligation, the Guarantor unconditionally and irrevocably indemnifies THE WORKPAC GROUP from and against any claim, action, loss, damage, liability, cost, expense, outgoing or payment suffered, paid or incurred by THE WORKPAC GROUP in relation to the non payment or non recovery of the Guaranteed Monies and the Client's failure to comply with any of its obligations to THE WORKPAC GROUP. THE WORKPAC GROUP need not incur any expense or make any payment before enforcing any right of indemnity.

5. **Notification of Change of Details**

The Guarantor will immediately provide written notice to THE WORKPAC GROUP of any change in the Guarantor's details set out in this Guarantee or the Application for Commercial Credit.

6. **Waiver**

Any waiver by THE WORKPAC GROUP must be in writing. No failure or delay by THE WORKPAC GROUP to exercise any power, right or remedy under this Guarantee operates as a waiver, nor does any single or partial exercise of any power, right or remedy preclude any other or further exercise of that power, right or remedy. THE WORKPAC GROUP's rights and remedies under this Guarantee are in addition to any rights and remedies arising at law.

7. **Claim in Administration**

Until this Guarantee is released by THE WORKPAC GROUP, the Guarantor will not without THE WORKPAC GROUP's consent, prove in any Administration of the Client in competition with THE WORKPAC GROUP or any related body corporate of THE WORKPAC GROUP.

8. **Continuing Guarantee**

All guarantees will be continuing guarantees and will terminate only with THE WORKPAC GROUP's written agreement.

9. **Application of Monies Received**

If THE WORKPAC GROUP receives or recovers money in respect of debts of the Client or anyone else, THE WORKPAC GROUP may use the money to pay off whichever part of those debts THE WORKPAC GROUP chooses and does not have to apply the money for the Guarantor's benefit.

10. **Charge**

The Guarantor hereby charges with payment of all moneys and compliance with all obligations owed by the Guarantor under this Guarantee all beneficial interest (freehold and leasehold) in real property or any personal property capable of being charged, held now or in the future by the Guarantor. The Guarantor agrees that if demand is made upon it, him or her by THE WORKPAC GROUP, the Guarantor will immediately execute a mortgage in registrable form or consent to a caveat as required by THE WORKPAC GROUP to secure the interest to THE WORKPAC GROUP pursuant to this equitable mortgage. If the Guarantor fails to do so within 7 days of being so requested, the Guarantor irrevocably and by way of security appoints, on a joint and several basis, each Officer to be its, his or her true and lawful attorney to execute and register such instruments. The Guarantor authorises the attorney appointed pursuant to this clause to enter into conflict transactions within the meaning of the *Powers of Attorney Act 1998*.

11. **Trusts**

This Guarantee binds the Guarantor personally and:

- (a) if the Guarantor enters into this Guarantee as a trustee, as trustee of that trust; and
 - (b) as trustee of any trusts of which the Guarantor is trustee,
- on a joint and several basis.

12. **Set Off**

THE WORKPAC GROUP may at any time set-off amounts owed by THE WORKPAC GROUP to the Guarantor against amounts owed by the Guarantor to THE WORKPAC GROUP.

13. **Expenses**

The Guarantor must pay to THE WORKPAC GROUP all costs, charges, fees and expenses (including, without limitation, all stamp duty and legal fees and costs and debt recovery expenses on a full indemnity basis as a liquidated debt) incurred by THE WORKPAC GROUP in connection with any entry into this Guarantee, the exercise or attempted exercise of any power, right or remedy under this Guarantee and/or the failure of the Guarantor to comply with any obligations under this Guarantee.

14. **Acknowledgement**

The Guarantor acknowledges that the Guarantor:

- (a) has entered into this Guarantee voluntarily;
- (b) has read and understood the nature and consequences of entering in to this Guarantee;
- (c) has not signed this Guarantee on the basis of any representation of THE WORKPAC GROUP, THE WORKPAC GROUP's employees, agents or representatives or under the duress of any person; and
- (d) is entitled to seek independent legal and financial advice before signing this Guarantee.

15. **Joint and Several**

If there is more than one Guarantor, the obligations of each Guarantor are joint and several.

16. **Severance**

Each clause, subclause and part of this Guarantee is separate and independent. If any clause or subclause is found to be invalid or ineffective, the other clauses or subclauses or parts will not be adversely affected.

17. **Amendments**

This Guarantee may only be amended with THE WORKPAC GROUP's express written agreement.

18. **Assignment**

The Client may not assign this Guarantee without THE WORKPAC GROUP's prior written agreement.

19. **Application of Laws**

This Guarantee is governed by the laws of the state of Queensland. The Guarantor submits to and consents to the central Courts of Brisbane having jurisdiction over this Guarantee.

20. **Time**

Subject to the terms of this Guarantee, time shall be of the essence unless THE WORKPAC GROUP agrees in writing to any time requirements being extended or abridged in which event the time so extended or abridged shall again be of the essence of this Guarantee.

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14 DAY TRADING ACCOUNT



21. Definitions

In this Guarantee unless the context requires otherwise:

- Administration** includes any administration or liquidation of a corporation, arrangement, receivership, receivership and management or anything similar;
- Credit Terms** means the credit terms contained in THE WORKPAC GROUP's Application for Commercial Credit 14 Day Trading Account;
- Guarantee** means this Guarantee and Indemnity;
- Guarantor** means any party who signs the Guarantee;
- Guaranteed Monies** means all monetary amounts which are, will or may be at any time in the future, owing or payable to THE WORKPAC GROUP by the Client for any reason whatsoever including, without limitation, money by way of principal, interest, fees, costs, indemnities, charges, duties or expenses or payment of liquidated damages, and any term defined in the Credit Terms will have the same definition in this Guarantee.
- Event of Default** means:
 - (a) any event that results in the failure of the client or guarantor to meet payment obligations within 30 days of due date;
 - (b) the Client or Guarantor becomes insolvent, ceases or is likely to cease trading, has or is likely to have a receiver, manager, administrator, or liquidator or trustee in bankruptcy appointed (or a resolution is proposed or passed or any preliminary step occurs relating to such an appointment) or is subject to an uncontested statutory demand, bankruptcy notice or winding-up application, commits an act of bankruptcy.

22. Interpretation

- (a) In this Guarantee unless the context requires otherwise, all references to a party include the party's successors and permitted assigns.
- (b) No provision of this Guarantee will be construed adversely against a party solely because the party was responsible for drafting the provision.

SCHEDULE

I have read and understood this document. I have not relied on anything said to me by the Client or THE WORKPAC GROUP as to what it means or what its effects may be.

SIGNED by each Guarantor in the presence of the witnesses whose names appear below.

Guarantor's Name:		Signature:	
Witness' Name (Print):		Signature:	
Witness' Address:			

Guarantor's Name:		Signature:	
Witness' Name (Print):		Signature:	
Witness' Address:			

DATED this	day of	20
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IMPORTANT NOTICE

This is an important document. It may require you to pay someone else's debts. You should ensure that you read and understand the terms of this Guarantee. You should seek independent legal advice before signing this guarantee.

PLEASE RETURN COMPLETED FORM TO:

Credit Department
 The WorkPac Group
 PO Box 94
 FORTITUDE VALLEY QLD 4006
 Phone No: (07) 3251 2222
 Fax No: (07) 3251 2244
 Email: credit@workpac.com

WorkPac Office Use Only

Credit Controller:		Client ID:	
Credit limit:		Terms:	
Approved by:		Date:	
Trade Ref. completed		Company name	How long traded
Yes / No	1.		
	2.		
	3.		