

Application for Trade Account



This Application is for JET Hydro Excavations Pty Ltd A.B.N 58 167 925 699 (“JET Hydro”) to provide Services and is subject to and conditional upon the below named entity providing to JET Hydro Excavations Pty Ltd satisfactory information and references, acknowledgement of acceptance of the terms and conditions and, where necessary, an executed credit facility agreement and guarantee and indemnity.

Applicant Details

Business Structure: Company **ABN / ACN:** _____
 Partnership
 Sole Trader

Company Name: _____

Trading Name: _____

Nature of Business: _____

Credit Limit Applying For: _____

Contact Details

Contact Name: _____

Accounts Contact: _____

Mobile: _____ **Office:** _____

Email: _____ **Fax:** _____

Business Address: _____

Postal Address: _____

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Details of Business Owners

Details of: Directors Partners Sole Trader

Name: _____ **License Number:** _____

Private Address: _____

Details of: Directors Partners Sole Trader

Name: _____ **License Number:** _____

Private Address: _____

Details of: Directors Partners Sole Trader

Name: _____ **License Number:** _____

Private Address: _____

Details of: Directors Partners Sole Trader

Name: _____ **License Number:** _____

Private Address: _____

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Trade References / Major Suppliers

Supplier: _____ **Account Number:** _____

Phone: _____ **Account Limit:** _____

Supplier: _____ **Account Number:** _____

Phone: _____ **Account Limit:** _____

Supplier: _____ **Account Number:** _____

Phone: _____ **Account Limit:** _____

Change of Ownership

It is the Client's responsibility to notify JET Hydro Excavations Pty Ltd within seven (7) days of a change in ownership, operation or structure of their business / company as conducted by the Client which is subject of this application for a 21 Day Credit Account (the 'Application'), or any change in the information provided in this Application. Such notification must be given in writing and the Client and their Guarantor shall remain liable to JET Hydro Excavations Pty Ltd for all obligations under this Application up to and including the date of written acknowledgement by JET Hydro Excavations Pty Ltd of receipt of such notice, as if such change of ownership, operation or structure had not taken place.

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The Applicant acknowledges that they agree with the terms of trade, 21 days from end of month, and that they have received a copy of the Terms and Conditions prior to their signing the Application. The Applicant hereby warrants that they have read and fully understand the nature and effect of the Terms and Conditions and:

Signed on behalf of the Applicant by:
 Directors Partners Sole Trader

Original application is to be returned to JET Hyrdo via PO Box 6045 Nth Goulburn, NSW 2580 or emily@jethydro.com.au

(a) They have authority to sign on behalf of and to bind the Applicant;	X _____ Signature	_____ Print Name
(b) The information provided is true and correct in every detail;	X _____ Signature	_____ Print Name
(c) Permission is hereby granted in accordance with the Privacy Act to the company to carry out such credit enquiries as the company may in its sole discretion determine;	X _____ Signature	_____ Print Name
(d) The company is hereby authorised in accordance with the Privacy Act to provide such information concerning the Applicant to an other parties as the company may in its sole discretion determine;	Date: _____	
(e) The Applicant hereby indemnifies the company in respect of any claims or actions arising out of the obtaining or providing of information concerning the Applicant in exercise of its discretion as outlined above.		

OFFICE USE ONLY

Date Application Received:	References Checked by:
Approved Account Limit:	Approved by:
Customer letter sent out by:	Date:

JET Hydro Excavations Pty Ltd – Terms & Conditions of Trade

Definitions

- 1.1 “JET Hydro” shall mean JET Hydro Excavations Pty Ltd its successors and assigns or any person acting on behalf of and with the authority of JET Hydro Excavations Pty Ltd.
- 1.2 “Client” shall mean the Client (or any person acting on behalf of and with the authority of the Client) as described on any quotation, work authorisation or other form as provided by JET Hydro to the Client.
- 1.3 “Guarantor” means that person (or persons), or entity, who agrees to be liable for the debts of the Client on a principal debtor basis.
- 1.4 “Works” shall mean Works supplied by JET Hydro to the Client (and where the context so permits shall include any supply of Materials as hereinafter defined) and are as described on the invoices, quotation, work authorisation or any other forms as provided by JET Hydro to the Client.
- 1.5 “Materials” shall mean all Materials supplied by JET Hydro to the Client and includes any advice or recommendations (and where the context so permits shall include any supply of Works as defined above).
- 1.6 “Price” shall mean the price payable for the Works as agreed between JET Hydro and the Client in accordance with clause 4 of this contract.

The Commonwealth Trade Practices Act 1974 (“TPA”) and Fair Trading Acts (“FTA”) 2.1 Nothing in this agreement is intended to have the effect of contracting out of any applicable provisions of the TPA or the FTA in each of the States and Territories of Australia, except to the extent permitted by those Acts where applicable.

Acceptance

- 3.1 Any instructions received by JET Hydro from the Client for the supply of Works and/or the Client’s acceptance of Works supplied by JET Hydro shall constitute acceptance of the terms and conditions contained herein.
- 3.2 Where more than one Client has entered into this agreement, the Clients shall be jointly and severally liable for all payments of the Price.
- 3.3 Upon acceptance of these terms and conditions by the Client the terms and conditions are binding and can only be amended with the written consent of JET Hydro.
- 3.4 The Client shall give JET Hydro not less than fourteen (14) days prior written notice of any proposed change of ownership of the Client or any change in the Client’s name and/or any other change in the Client’s details (including but not limited to, changes in the Client’s address, facsimile number, or business practice). The Client shall be liable for any loss incurred by JET Hydro as a result of the Client’s failure to comply with this clause.
- 3.5 Works are supplied by JET Hydro only on the terms and conditions of trade herein to the exclusion of anything to the contrary in the terms of the Client’s order notwithstanding that any such order is placed on terms that purport to override these terms and conditions of trade.

Price And Payment

- 4.1 At JET Hydro’s sole discretion the Price shall be either: (a) as indicated on invoices provided by JET Hydro to the Client in respect of Works supplied; or (b) JET Hydro’s quoted Price (subject to clause 4.2) which shall be binding upon JET Hydro’s provided that the Client shall accept JET Hydro’s quotation in writing within Thirty (30) days.
- 4.2 JET Hydro reserves the right to change the Price in the event of a variation to JET Hydro’s quotation, including but not limited to, variations as a result of a rise in the cost of Materials and/or labour. Any variation from the plan of scheduled Works or specifications (including, but not limited to, any variation as a result of additional Works required due to hidden or unidentifiable difficulties beyond the reasonable control of JET Hydro such as hardened clay, hard rock barriers below the surface or iron reinforcing rods in concrete) will be detailed in writing and charged for on the basis of JET Hydro’s quotation and will be shown as variations on the invoice. Payment for all variations must be made in full at their time of completion.
- 4.3 JET Hydro ’s sole discretion a non-refundable deposit may be required.
- 4.4 JET Hydro’s sole discretion:
 - (a) payment shall be due on completion of the Works; or
 - (b) payment shall be due before commencement of the Works; or
 - (c) payment for approved Clients shall be made by installments in accordance with JET Hydro’s payment schedule.
- 4.5 Where no payment schedule has been specified JET Hydro may submit a detailed payment claim at intervals not less than one (1) month for Works performed up to the end of each month. The value of Works so performed shall include the reasonable value of authorised variations.
- 4.6 Time for payment for the Works shall be of the essence and will be stated on the invoice or any other forms. If no time is stated then payment shall be due twenty-one (21) days following the date of the invoice.
- 4.7 Payment will be made by cash, or by cheque, or by bank cheque, or by direct deposit, or by any other method as agreed to between the Client and JET Hydro.
- 4.8 GST and other taxes and duties that may be applicable shall be added to the Price except when they are expressly included in the Price.

Underground Locations

- 5.1 Prior to JET Hydro commencing the Works the Client must advise JET Hydro of the precise location of all underground services on the site (with appropriate Dial Before you Dig paperwork). The underground mains & Services the Client must identify include, but are not limited to, electrical services, gas services, sewer services, pumping services, sewer connections, sewer sludge mains, water mains, irrigation pipes, Telstra cables, fibre optic cables, oil pumping mains, and any other services that may be on site.
- 5.2 Alternatively you can choose to use Jet Hydro’s underground cable locating services, before the work’s commence. In which Jet Hydro will also provide the Dial Before you Dig paperwork for the site.
- 5.3 Whilst JET Hydro will take all care to avoid damage to any underground services the Client agrees to indemnify JET Hydro in respect of all and any liability claims, loss, damage, costs and fines as a result of damage to services not precisely located and notified as per clause 5.1.

Wet Hire

- 6.1 In the event of “wet” hire of the Equipment the operator of the Equipment remains an employee of JET Hydro and operates the Equipment in accordance with the Client’s instructions. As such JET Hydro shall not be liable for any actions of the operator in following the Client’s instructions.

Defects

- 7.1 The Client shall inspect the Works on completion and shall within 24 hours of completion (time being of the essence) notify JET Hydro of any alleged defect or failure to comply with the description, quote or invoice. The Client shall afford JET Hydro an opportunity to inspect the Works within a reasonable time following completion if the Client believes the Works are defective in any way. If the Client shall fail to comply with these provisions the Works shall be presumed to be free from any defect or damage. For defective Works, which JET Hydro has agreed in writing that the Client is entitled to reject, JET Hydro’s liability is limited to either (at JET Hydro ’s discretion) repairing the Works except where the Client has acquired Works as a consumer within the meaning of the Trade Practices Act 1974 (Wlth) or the Fair Trading Acts of the relevant state or territories of Australia, and is therefore also entitled to, at the consumer’s discretion either a refund of the purchase price of the Works, or repair of the Works, or replacement of the Materials.

Warranty

- 8.1 To the extent permitted by statute, no warranty is given by JET Hydro as to the quality or suitability of the Works for any purpose and any implied warranty, is expressly excluded. JET Hydro shall not be responsible for any loss or damage to the Works, or caused by the Works, or any part thereof however arising.

Default & Consequences of Default

- 9.1 Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and one half percent (2.5%) per calendar month (and at JET Hydro's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.
- 9.2 In the event that the Client's payment is dishonored for any reason the Client shall be liable for any dishonor fees incurred by JET Hydro .
- 9.3 If the Client defaults in payment of any invoice when due, the Client shall indemnify JET Hydro from and against all costs and disbursements incurred by JET Hydro in pursuing the debt including legal costs on a solicitor and own client basis and JET Hydro's collection agency costs.
- 9.4 Without prejudice to any other remedies JET Hydro may have, if at any time the Client is in breach of any obligation (including those relating to payment), JET Hydro may suspend or terminate the supply of Works to the Client and any of its other obligations under the terms and conditions. JET Hydro will not be liable to the Client for any loss or damage the Client suffers because JET Hydro has exercised its rights under this clause.
- 9.5 If any account remains overdue after thirty (30) days then an amount of the greater of twenty dollars (\$20.00) or ten percent (10%) of the amount overdue (up to a maximum of two hundred dollars (\$200.00) shall be levied for administration fees which sum shall become immediately due and payable.
- 9.6 Without prejudice to JET Hydro's other remedies at law JET Hydro shall be entitled to cancel all or any part of any order of the Client which remains unfulfilled and all amounts owing to JET Hydro shall, whether or not due for payment, become immediately payable in the event that: (a) any money payable to JET Hydro becomes overdue, or in JET Hydro's opinion the Client will be unable to meet its payments as they fall due; or (b) the Client becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or (c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.

Security And Charge

- 10.1 Despite anything to the contrary contained herein or any other rights which JET Hydro may have howsoever: (a) where the Client and/or the Guarantor (if any) is the owner of land, realty or any other asset capable of being charged, both the Client and/or the Guarantor agree to mortgage and/or charge all of their joint and/or several interest in the said land, realty or any other asset to JET Hydro or JET Hydro's nominee to secure all amounts and other monetary obligations payable under these terms and conditions. The Client and/or the Guarantor acknowledge and agree that JET Hydro (or JET Hydro's nominee) shall be entitled to lodge where appropriate a caveat, which caveat shall be withdrawn once all payments and other monetary obligations payable hereunder have been met.
- (b) should JET Hydro elect to proceed in any manner in accordance with this clause and/or its sub-clauses, the Client and/or Guarantor shall indemnify JET Hydro from and against all JET Hydro's costs and disbursements including legal costs on a solicitor and own client basis.
- (c) the Client and/or the Guarantor (if any) agree to irrevocably nominate constitute and appoint JET Hydro or JET Hydro's nominee as the Client's and/or Guarantor's true and lawful attorney to perform all necessary acts to give effect to the provisions of this clause 10.1.

Cancellation

- 11.1 JET Hydro may cancel any contract to which these terms and conditions apply or cancel delivery of Works at any time before the Works are delivered by giving written notice to the Client. On giving such notice JET Hydro shall repay to the Client any sums paid in respect of the Price. JET Hydro shall not be liable for any loss or damage whatsoever arising from such cancellation.
- 11.2 In the event that the Client cancels delivery of Works the Client needs to give JET Hydro 24 hours notice, If the Client doesn't give notice of 24 hours, the Client shall be liable for any loss incurred by JET Hydro (including, but not limited to, any loss of profits) up to the time of cancellation.

Privacy Act 1988

- 12.1 The Client and/or the Guarantor/s agree for JET Hydro to obtain from a credit reporting agency a credit report containing personal credit information about the Client and Guarantor/s in relation to credit provided by JET Hydro.
- 12.2 The Client and/or the Guarantor/s agree that JET Hydro may exchange information about the Client and the Guarantor/s with those credit providers either named as trade referees by the Client or named in a consumer credit report issued by a credit reporting agency for the following purposes: (a) to assess an application by Client; and/or (b) to notify other credit providers of a default by the Client; and/or (c) to exchange information with other credit providers as to the status of this credit account, where the Client is in default with other credit providers; and/or (d) to assess the credit worthiness of Client and/or Guarantor/s.
- 12.3 The Client consents to JET Hydro being given a consumer credit report to collect overdue payment on commercial credit (Section 18K(1)(h) Privacy Act 1988).
- 12.4 The Client agrees that personal credit information provided may be used and retained by JET Hydro for the following purposes and for other purposes as shall be agreed between the Client and JET Hydro or required by law from time to time: (a) provision of Works; and/or (b) marketing of Works by JET Hydro its agents or distributors in relation to the Works; and/or (c) analysing, verifying and/or checking the Client's credit, payment and/or status in relation to provision of Works; and/or (d) processing of any payment instructions, direct debit facilities and/or credit facilities requested by Client; and/or (e) enabling the daily operation of Client's account and/or the collection of amounts outstanding in the Client's account in relation to the Works.
- 12.5 JET Hydro may give information about the Client to a credit reporting agency for the following purposes: (a) to obtain a consumer credit report about the Client; and/or (b) allow the credit reporting agency to create or maintain a credit information file containing information about the Client.

General

- 13.1 If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 13.2 These terms and conditions and any contract to which they apply shall be governed by the laws of New South Wales and are subject to the jurisdiction of the courts of New South Wales.
- 13.3 JET Hydro shall be under no liability whatsoever to the Client for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Client arising out of a breach by JET Hydro of these terms and conditions.
- 13.4 In the event of any breach of this contract by JET Hydro the remedies of the Client shall be limited to damages which under no circumstances shall exceed the Price of the Works.
- 13.5 The Client shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Client by JET Hydro nor to withhold payment of any invoice because part of that invoice is in dispute.
- 13.6 JET Hydro may license or sub-contract all or any part of its rights and obligations without the Client's consent.
- 13.7 The Client agrees that JET Hydro may review these terms and conditions at any time. If, following any such review, there is to be any change to these terms and conditions, then that change will take effect from the date on which JET Hydro notifies the Client of such change.
- 13.8 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party.
- 13.9 The failure by JET Hydro to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect JET Hydro's right to subsequently enforce that provision.