

APPLICATION FOR CREDIT

Section 1 - Customer Details (Enter All details relevant to your business)

Customer Full Name If your business operates under a trust please provide the full name of trust (eg: Sample Trustee Pty Ltd as trustee for the Sample Trust)
 Legal Entity

Trading as Registered Business Name

Business Structure Please tick	Company <input type="radio"/>	Trust <input type="radio"/>	Partnership/ Joint Venture <input type="radio"/>	Government/ Statutory Entity <input type="radio"/>	Other (please describe) <input type="radio"/>
ABN					
ACN	NOT APPLICABLE				
Do you intend to re-sell or sub-hire SCF Equipment?	Yes <input type="radio"/>	No <input type="radio"/>			

Physical Address: State: Postcode:

Postal Address (if different) State: Postcode:

Main Contact Name Phone:

Email Website:

Account Contact Name Phone:

Email for Invoices & Statements

Section 2 – Business Information

Industry/Nature of Business

Year of Creation	Number of employees	
Annual Turnover	Total Assets Last Balance Sheet	Total Liability Last Balance Sheet

Names of Directors (for a company), Partners (for partnership) or Sole Trader

1	2
3	4

Section 3 - Terms and Conditions

PROVISION OF CREDIT BY SCF IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

- The Applicant warrants that all information provided by the Applicant in support of this Application is true and correct in every respect, is not misleading or deceptive.
- SCF may accept or reject this Application in its complete discretion.
- The terms and conditions of trade in the Agreement to Lease or Agreement to Purchase (as relevant) made available on the SCF website at scf.com.au/terms-and-conditions (“**Terms**”) will apply to every transaction between SCF and the Applicant.
- All charges are due and payable no later than 30 days from the date of Invoice.
- SCF may stop providing credit if the credit limit (set by SCF in its absolute discretion) is exceeded, or if the Applicant is in breach of the Terms.
- As a condition of providing credit, SCF may require:
 - the execution of a guarantee by one or several directors of the applicant on the terms set in Section 5; and/or
 - for subsidiaries of publicly listed companies, a guarantee by the holding entity (in terms at least as favorable to those terms set out in Section 5).

Section 4 - Privacy Statement and Consent

SCF is an APP entity and credit provider for the purposes of the Privacy Act 1988 (Cth) (“**Privacy Act**”)

SCF’s Privacy Policy sets out detailed information about how, why and when personal information and credit related personal information (“**credit information**”) is collected, disclosed, used, stored and otherwise handled by SCF. SCF’s Privacy Policy is available at scf.com.au/privacy. This Privacy Statement and Consent, together with SCF’s Privacy Policy, sets out:

- the purposes for which SCF collects your personal or credit information;
- the consequences if you do not provide your personal or credit information to SCF;
- the third parties to which SCF discloses your personal or credit information;
- how to access and seek correction of your personal or credit information;
- how to complain about a breach of SCF’s obligations in respect of your personal or credit information and how SCF will deal with such a complaint;
- whether your personal or credit information is likely to be disclosed by SCF to overseas entities and in which countries these entities reside;
- information about credit reporting, including the credit reporting bodies to which SCF may disclose your personal or credit information; and
- matters associated with credit reporting that must be notified to you in accordance with the Privacy Act. You may request a copy of SCF’s Privacy Policy in hard copy.

Purposes of collection of personal and credit information

SCF collects, holds, uses and discloses personal and credit information for the purposes set out in SCF’s Privacy Policy. By signing this document you consent to SCF using your personal and credit information for these purposes.

Exchange of personal and credit information

SCF may disclose and/or collect your personal or credit information from the following entities, in addition to any entities set out in SCF’s Privacy Policy:

- credit reporting bodies, such as Equifax (see below); and
- other third parties (such as trade references) where it is necessary for the provision of SCF’s services.

Exchange of credit information with credit reporting bodies

SCF may disclose personal and credit information collected from you to Equifax (equifax.com.au), CreditorWatch (creditorwatch.com.au) Dun & Bradstreet (dnb.com.au) or other credit reporting bodies (each a CRB) to perform a credit check. If you fail to meet your payment obligations or commit a serious credit infringement, SCF may be entitled to disclose this to a CRB.

A CRB may include any of your personal or credit information, disclosed to it by SCF, in reports provided to other credit providers to assist other credit providers to assess your credit worthiness. You may access a copy of a CRB’s policy about its management of credit information on its website. You have the right to make a request to the CRB not to use or disclose your credit reporting information:

- for the purposes of pre-screening of direct marketing by a credit provider; or
- if you believe on reasonable grounds that you have been, or are likely to be, a victim of fraud.

SCF’s policy about the management of credit information is set out in SCF’s Privacy Policy. In accordance with SCF’s Privacy Policy, you may request to access or correct your credit information and to make a complaint to SCF.

SCF Office Use Only

Credit Limit Approved: \$	PPSR	Quote/Enquiry
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Equifax Score	Credit Watch Score
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Account Code	Input Date
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Group Credit Manager – Approved/Declined:	Hire/Sale
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Sales Representative	Date
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Section 5 - Directors Guarantee

In consideration of SCF having agreed or agreeing to sell goods or provide services and to extend credit to the Applicant the Directors whose names appear below herein agree to guarantee and assure to SCF full payment of all amounts due by the Applicant under this Agreement and the Guarantors agree to undertake a personal liability to observe all of the obligations of the Applicant to SCF under this Agreement and as a separate and independent obligation the Guarantors agree to indemnify and keep SCF indemnified from and against any claim, action, loss, damage, liability, cost, expense, outgoing or payment suffered, paid or incurred by SCF in relation to the non-payment or non-recovery of the amounts guaranteed or as a result of any breach by the Application of the SCF Terms referred to in Section 5. The Guarantors further agree as follows:

1. The liability of each of the Guarantors will be both joint and several.
2. This guarantee will be a continuing guarantee and will not be wholly or partially discharged or affected by the payment at any time hereafter of any moneys hereby secured or by any settlement or compromise of any liability of the Applicant or by any other matter or thing whatsoever.
3. This guarantee will not be determined, limited or affected by the death of a director or any future incapacity or limitation or authority of a director.
4. SCF may at any time without waiving or discharging the liability of the Guarantors under this guarantee compound with or release or discharge or waive any claim against the Applicant.
5. Where the Applicant is a subsidiary of a listed public company, the listed public company parent of the Applicant hereby agrees to guarantee and assure to SCF full payment of amounts due by the Applicant and agrees to the terms of guarantee set out above as if it were a director assuming those obligations.
6. The Guarantor charges all of the Guarantor's present and after acquired personal property in favour of SCF to secure the performance of all obligations of the Guarantor and the payment of all monies owed or payable to SCF pursuant to this guarantee. The Guarantor waives its right to receive all notices which sections 144(b) and 157(3) of the PPSA permit the Guarantor to waive. The Guarantor consents to SCF creating a registration on the PPSR (in any manner SCF deems appropriate) in relation to any security interest arising under, in connection with or contemplated by this guarantee. The Guarantor acknowledges and agrees that, pursuant to section 115 of the PPSA, SCF need not comply with sections 95, 118, 123, 128, 129, 130, 132(1) and (4), 135, 142 and 143 of the PPSA. The Guarantor agrees to promptly execute any documents, provide all relevant information, fully cooperate with SCF and do any other act or thing that SCF requires to ensure that any security granted pursuant to this guarantee is duly perfected and has the priority as required by SCF. In this clause 6, the following words have the respective meanings given to them in the PPSA: PPSR; registration; and security interest.
7. The Guarantor has signed this guarantee voluntarily and understands the nature and effect of this guarantee and has not relied on any representation, warranty, promise or statement made by SCF or any person on behalf of SCF.
8. A notice issued by SCF stating any moneys owed by the Applicant or Guarantor to SCF under this guarantee will be conclusive evidence of such amounts owing.
9. No payment will operate to discharge or reduce a liability of a Guarantor if such payment is or becomes voidable under any law relating to bankruptcy or the winding up of companies, and no discharge or release consequent upon such payment will discharge the liability of the Guarantor under this guarantee.
10. The Guarantor fully indemnifies SCF and must pay on demand all expenses and costs (including legal costs) that SCF incurs in enforcing this guarantee.

Guarantor

Witness

Print Name

Print Name

Position

Position

Signature

Signature

Date

Date

Guarantor

Witness

Print Name

Print Name

Position

Position

Signature

Signature

Date

Date

Section 6 - Acknowledgment

Acknowledgment

For and on behalf of the Applicant:

1. I/we acknowledge that I/we have read and understood the Terms referred to in Section 3 of this Application and agreed to be bound by them;
2. I/we agree that the Terms will apply in relation to all future purchases or hire of containers or other goods and services from SCF as and from the date of acceptance of this Application;
3. I/we have read and understood the Privacy Statement and Consent and SCF's Privacy Policy;
4. I/we consent to the collection, use and disclosure of personal information and credit information by SCF in accordance with the Privacy Statement and Consent stated in section 4 of this Application and the Privacy Policy;
5. where I/ we have provided information about another individual, I/we confirm that the individual has been made aware of the fact and the contents of the Privacy Statement and Consent stated in section 4 of this Application and the Privacy Policy;
6. the Applicant releases SCF from liability for, and indemnify SCF against, all claims and losses arising out of the disclosure or exchange of personal or credit information in accordance with the Privacy Statement and Consent stated in section 4 of this Application or the Privacy Policy; and
7. I/we have express authority to sign this Application for and on behalf the Applicant.

Who must sign this Application on behalf of the Applicant?

For Companies

- where there is only one director for the company then that person must sign;
- where there are two or more directors for the company then 2 directors or a Director and a Company Secretary must sign; or
- any signatory who has been given express authority by the directors to sign for and on behalf of the Applicant.

Sole Traders operating under their own name or under a business name

The individual.

Partnerships

All Principals/Partners of the Partnership.

SIGNED by/on behalf of the Applicant as follows

Signatory	Witness
Print Name	Print Name
Position	Position
Signature	Signature
Date	Date

Signatory	Witness
Print Name	Print Name
Position	Position
Signature	Signature
Date	Date

Mailing Instructions

For your application to be processed promptly please ensure you have completed and signed the Credit Application Form and, if required by SCF Group, the Directors Guarantee.