



CREDIT APPLICATION

To: MCS Civil (NSW) Pty Ltd (ACN 612 377 634) ("MCS")

Date:		Ref. No.	
Trading Name:			
Legal Name:			
Phone:		Fax:	
Mobile:		Business Email:	
Accounts Name:		Accounts Email:	
Accounts Contact:			
Street Address:			
Billing Address:			

Commercial Customers Only:

ABN/ACN:		Date Established:	
Credit Limit Requested:		GST Registered:	
Contact 1:		Contact 2:	
Position:		Position:	
Phone:		Phone:	
Email:		Email:	

Details of Directors (if company), Partners (if partnership), Owner (if sole trader) or Trustee (if a trust):

Full Name:		Full Name:	
Home Address:		Home Address:	
Date of Birth:		Date of Birth:	
Phone:		Phone:	
Email:		Email:	

Trade References:

Reference 1:		Reference 1:	
Address:		Address:	
Phone:		Phone:	
Duration:		Duration:	



ANNEXURE A

TERMS AND CONDITIONS OF CREDIT

1. General

- 1.1. In applying for credit with MCS Civil (NSW) Pty Ltd (“MCS”), the Client acknowledges that it is applying for a Credit Account with MCS Civil (NSW) Pty Ltd, and:
 - (a) Acknowledges that it has received, read and understand the attached Terms of Hire which form part of this Agreement and agrees to be bound by them;
 - (b) Warrants that all information provided to MCS in relation to this Credit Application is true and correct and acknowledges that MCS relies on the information in making a decision to grant a Credit Account;
 - (c) Acknowledges that this is a Credit Application and MCS may accept or refuse this application at its sole discretion;
 - (d) Warrants that the company, individual, partnership or trust, as the case may be, and each director, sole trader, partner or trustee stated in this Credit Application, is solvent and no steps have been taken to place any of them into bankruptcy, voluntary administration, liquidation or receivership; and
 - (e) Warrants that the person who signs this Credit Application is authorised to do so on behalf of the Client and hereby binds the Client.

2. Privacy

- 2.1. By signing this Credit Application, the Client authorises MCS to obtain any information about the Client, and/or each director, individual, partner or trustee stated in this Credit Application, from any credit reporting agency or credit provider for credit reference purposes and may disclose such information about the Client, or any director, individual, partner or trustee stated in this Credit Application, and this Credit Application to any interested person, including but not limited to, a credit reporting agency, subject only to any obligations MCS may have under the *Privacy Act 1988* (Cth) (“*Privacy Act*”).
- 2.2. MCS agrees that, in dealing with information disclosed to it by the Client under clause 2.1, MCS will deal with that information in accordance with provisions of the Privacy Act.

Signed for and on behalf of the Client by an authorised officer:

<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Signature	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Print name and title
<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Signature	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Print name and title



**ANNEXURE B – GUARANTEE
(DIRECTOR/PARTNER/SOLE TRADE/TRUSTEE PERSONAL GUARANTEE)**

To: MCS Civil (NSW) Pty Ltd (ACN 612 377 634) (“MCS”)

Client:

Registered company/partner/sole trader/trustee name: _____

ACN or ABN: _____

IN CONSIDERATION OF MCS providing the Services and granting credit to the Client in accordance with the terms and conditions of this Agreement:

I/we (“the Guarantor(s)”):

1. **Guarantee** the due and punctual payment to MCS of all monies which are now payable, and which are from time to time due by the Client to MCS under this Agreement.
2. **Indemnify** MCS against any losses, charges and expenses which MCS might incur as a result of any default by the Client under the Agreement or the enforcement of this Guarantee including, but not limited to, the costs of collection and legal costs.

I/we further agree and acknowledge that:

3. The terms and conditions of this Agreement are attached.
4. The obligations under this Guarantee are continuing and will not be affected by MCS granting any extension, waiver or indulgence to the Client, any variation to this Agreement by MCS, the Client becoming subject to external administration or the refusal by MCS to supply further credit to the Client.
5. If there is more than one Guarantor, that the terms of this Guarantee are binding on all Guarantors jointly and severally.
6. MCS may exercise rights under this Guarantee without first having exercised or exhausted all of its legal rights against the Client or any other Guarantor.
7. MCS may obtain information about me/us from any credit reporting agency or credit provider for credit reference purposes and may disclose information about me/us and this Guarantee to a credit reporting agency.



THIS IS A LEGALLY BINDING DOCUMENT. IF YOU DO NOT UNDERSTAND IT, YOU SHOULD CONSULT YOUR LEGAL AND/OR FINANCIAL ADVISOR BEFORE SIGNING.

Executed as an Agreement:

Signature of Guarantor 1

Signature of Witness

Name of Guarantor 1

Name of Witness

Address

Address

Date

Date

Signature of Guarantor 2

Signature of Witness

Name of Guarantor 2

Name of Witness

Address

Address

Date

Date