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**CREDIT APPLICATION, DEED OF GUARANTEE AND INDEMNITY AND TERMS OF TRADE**

This Credit Application, Deed of Guarantee and Indemnity and the Terms of Trade (attached to this document) are in respect of Nexus Construction Systems Pty Ltd (ABN 76 005 928 987) and its related bodies corporate (as defined by the Corporations Act 2001) (collectively referred to as **Nexus** or **us**).

**Details of the Hirer/Purchaser (Customer):**

Registered Name: \_\_\_\_\_  
 Trading Name: \_\_\_\_\_  
 Registered Address: \_\_\_\_\_ Postcode: \_\_\_\_\_  
 Business Address: \_\_\_\_\_ Postcode: \_\_\_\_\_  
 Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_  
 Mobile: \_\_\_\_\_ Accounts Contact: \_\_\_\_\_  
 Type of Business: \_\_\_\_\_ Email: \_\_\_\_\_  
 Date Business Commenced: \_\_\_\_\_ or Date Existing Business Acquired: ABN: \_\_\_\_\_  
 ACN: \_\_\_\_\_  
 Is Business (please circle): \_\_\_\_\_ Sole Trader/Partnership/Company/Trust/Other: \_\_\_\_\_

**Proprietor (if partnership or sole trader) or Directors (if company):**

Name: \_\_\_\_\_ Address: \_\_\_\_\_ P/Code D.O.B. \_\_\_\_\_ Licence No: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Trustee (if a trust):**

Type of Trust: \_\_\_\_\_ Name of Trustee/s: \_\_\_\_\_  
 Full name of each beneficiary, or the class of beneficiaries: \_\_\_\_\_

Note: If Trustee is a company or individual, please also complete section A.

Has credit ever been refused? (please circle) Yes/No \_\_\_\_\_  
 If so, for what reason: \_\_\_\_\_  
 Have you ever been declared bankrupt? (please circle) Yes/No \_\_\_\_\_  
 Bank: \_\_\_\_\_ Branch: \_\_\_\_\_  
 Premises Leased/Owned (please circle) \_\_\_\_\_

**Trade References:**

1. \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
 2. \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
 3. \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
 4. \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Credit Requested: \$ \_\_\_\_\_

**Credit Terms: 30 days from the end of the month.**

**A. General Terms and Conditions**

In consideration of the approval of this Credit Application the Customer acknowledges and agrees that:

1. this Credit Application forms part of the Deed of Guarantee and Indemnity and the Terms of Trade (attached to this document) which will apply each and every time Nexus provides Support Services (as defined in the Terms of Trade) to the Customer or the Customer purchases Goods or hires Hire Equipment (as defined in the Terms of Trade) from Nexus.
2. all information provided to Nexus in this Credit Application Credit is true and complete.
3. the Customer is solvent and can pay its debts as and when due and that no steps have been taken to place the Customer into bankruptcy, voluntary administration, liquidation, receivership or management.
4. Nexus may, at its absolute discretion:
  - a. accept or refuse the Credit Application;
  - b. stop supply and cancel credit arrangements if the terms of payment are not observed or if any of the information in the Credit Application is false, misleading or incorrect; or
  - c. require a deposit to be given prior to the sale of any Goods or the hire of any Hire Equipment to the Customer or the provision of any Support Services to the Customer.
5. Nexus has the right to amend this Credit Application (including the Deed of Guarantee and Indemnity and Terms of Trade) at any time without further notice to the Customer.
6. the person(s) executing this Credit Application are duly authorized to execute this Credit Application and Terms of Trade on behalf of the Customer.

**B. Privacy Statement**

By signing this Credit Application, the Customer hereby consents and authorises Nexus:

1. to collect, hold, use and disclose personal information (as defined in the Privacy Act 1988 (Cth)), including credit related personal information, in accordance with Nexus' Privacy Policy available at [www.nexuscs.com.au/privacy-policy](http://www.nexuscs.com.au/privacy-policy) and the Privacy Act 1988 (Cth). The individual(s) about whom Nexus may need to collect and handle personal information may include a Customer or a Customer' director/s, partners, trustee/s proprietor/s, guarantor/s or other individual/s relevant to the Customer (collectively referred to as the **Relevant Individuals**). Nexus may require personal information about Relevant Individuals for the purpose of assessing applications for consumer or commercial credit or credit worthiness and, whether to accept a Relevant Individual as a guarantor or to disclose personal information to, and obtain personal information from a credit reporting agency. The Customer acknowledges that Nexus may disclose information about the Relevant Individuals credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to disclose under the Privacy Act 1988 (Cth).
2. to collect from, store, use, disclose to or exchange a Relevant Individual's personal information with other credit reporting agency, any guarantor/s, third party providers, solicitors, mercantile agents, insolvency administrators, insurers and insurance brokers for the purpose of Nexus assessing the Customer's Credit Application, monitoring the Relevant Individual's credit worthiness, assisting the Customer or Relevant Individual in avoiding defaulting, to assist Nexus with debt collection, and assessing whether to accept a Relevant Individual as a guarantor.
3. to use and store any personal information from time to time for purpose of this Credit Application, the purchase of Goods, the hire of Hire Equipment or the provision of Support Services by Nexus, its related bodies corporate, contractors or agents.

If a Relevant Individual does not provide the personal information as requested, Nexus will not be able to consider the Credit Application, provide credit facilities to the Customer or otherwise sell Goods, hire Hire Equipment or provide Support Services to the Customer. If any person has any issues or wishes to raise any concerns with Nexus regarding the way Nexus handle personal information, or would like to discuss any issues about our Privacy Policy, please contact our Privacy Officer directly by writing to Privacy Policy, PO Box 4190, Dandenong South, Victoria 3164 or by email to [accounts@nexuscs.com.au](mailto:accounts@nexuscs.com.au).

The Relevant Individuals acknowledge that the consent given will remain in force until the personal information is no longer needed for any purpose, unless we are required by law, or a court or tribunal to retain the information.

Nexus agrees to provide, sell or lease goods and services to the Customer on the terms and conditions as set out in this Credit Application and the Terms of Trade. By signing below, the Customer agrees to be bound by the terms of the Credit Application and the Terms of Trade. Each sales order or rental schedule is not a separate contract but forms a part of the Terms of Trade.

**The section below must be signed by you and dated.**

Note: In the case of a company and trust (where the trustee is a company), the directors must sign and have witness the personal guarantee and indemnity.

Signed on behalf of the **Customer:**

Signature of Client: \_\_\_\_\_

Position of Client: \_\_\_\_\_

Date: \_\_\_\_\_

Signed on behalf of the **Customer:**

Signature of Client: \_\_\_\_\_

Position of Client: \_\_\_\_\_

Date: \_\_\_\_\_