



CREDIT APPLICATION FOR BUSINESS ACCOUNT

RETURN via FAX: **02 9906 6007** or scanned email to **sydney@vahire.com**

INCOMPLETE FORMS WILL NOT BE PROCESSED.

BUSINESS CONTACT INFORMATION			
Company Name:		ABN:	
Contact Name:			
Phone:		Fax:	
Company Address:			
City:		State:	Postcode:
Email Address:			Date Business Commenced:
BUSINESS AND CREDIT INFORMATION			
Accounts Contact:			
Accounts Address:			
City:		State:	Postcode:
Phone:	Fax:	Email:	

Please indicate who Tax invoices are to be sent to.

- Accounts Only
 Booking contact Only
 Booking & Accounts Contact
- VIA
- Email
 Post
 Fax

BUSINESS/TRADE REFERENCES

Company Name:		
Company Contact:		
Phone:	Fax:	E-mail:
Type of Account:		
Company Name:		
Company Contact:		
Phone:	Fax:	E-mail:
Type of Account		
Company Name:		
Company Contact:		
Phone:	Fax:	E-mail:
Type of Account:		

AGREEMENT

1. All invoices are to be paid within the terms specified on each invoice.
2. Claims arising from invoices must be made within 7 working days.
3. Any declined cheques/automatic withdrawals will incur a \$50.00 returned payment fee.
4. In the event of default of payment when due, all costs of collection, including legal fees and court costs, shall be paid by the applicant.
5. Any credit extended to the applicant may be reduced or eliminated in the event **VA Digital Hire**, in its reasonable discretion, determines that the applicant's financial situation or ability to pay is impaired.
6. By submitting this application, you authorise **VA Digital Hire** to make inquiries into the business/trade references that you have supplied.

SIGNATURES

Title: Date:	Title: Date:
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Office Use Only:		
ID sighted: <input type="checkbox"/>	ABN checked on ATO register: <input type="checkbox"/>	Reference Checked: <input type="checkbox"/>
Account Terms:		
Comments:		



RENTAL TERMS AND CONDITIONS

INTERPRETATION

In these terms and conditions unless the context otherwise requires: (i)

"The Company" means VA Digital Hire Pty Ltd A.C.N. 091 236 761 which expression shall include any or all companies related or any subsidiary successors and assigns of VA Digital Hire Pty Ltd.

(ii) "The Customer" means the person (including his successors, representatives and permitted assign) hiring equipment from the Company and where there is more than one Customer the covenants on their part contained herein shall be deemed joint and several covenants.

(iii) "Equipment" means all or any film or video equipment or any other goods of any kind whatsoever hired by the Customer from the Company.

GENERAL

1. These terms and conditions are deemed to be incorporated into all contracts for the supply of Equipment to the Customer and supersede all terms and conditions previously issued by the Company. The Company is only prepared to hire Equipment upon these terms and conditions and no contract for the hire of Equipment shall exist between the Company and the Customer except upon these terms and conditions unless their exclusion or modifications is agreed to in writing by the Company. Any order placed by the Customer is deemed to be an order incorporating these terms and conditions notwithstanding any inconsistencies in the Customer's order.

DELIVERY

2. Unless the Customer arranges the delivery and return of Equipment by the Company, the Customer shall be responsible for the collection and return of Equipment. Where at the Customer's request, Equipment is delivered or collected by the Company, the Company shall have an absolute discretion as to the mode of delivery and the delivery and collection will be at the Customer's risk and expense. Equipment must be collected from and returned to the Company's premises.

HIRE CHARGES

3. (1) Hire charges for equipment are as set out on the quotation supplied. The Company reserves the right to alter its hire charges without notice. A minimum charge for invoiced services applies.

(2) Hire charges for Equipment are calculated from the time the Equipment leaves the Company's premises until the end of the period of hire or when the Equipment is returned to the Company's premises, whichever is the later. In the event that the Equipment is not returned by 9.00am on the working day following the last day of the hiring period, the Customer shall be liable for additional fees at the full daily rate in respect of each day or part thereof until the Equipment is returned.

(3) In addition to normal hire charges, the Company shall be entitled to charge an opening fee for services outside of normal business hours.

(4) The Customer will pay to or reimburse the Company (except where such payment or reimbursement is expressly prohibited by statute) all delivery costs, stamp duty and other government duties, taxes and expenses which the Company may be liable to pay from time to time in connection with the hire of the Equipment to the Customer.

PAYMENT

4. (1) Hiring fees must be paid prior to the hiring of Equipment or in the case of Account Customers within 30 days from the date of the Company's invoice unless otherwise expressly agreed in writing by

the Company. Credit Accounts will only be opened where warranted by the Customer's volume of business and where the Customer can establish its credit worthiness to the satisfaction of the Company. An approved Client Contact Details form is required prior to hiring, even on a COD basis. All first time rentals are on a COD basis, unless they are to be shipped. If equipment is to be shipped, first orders are to be pre-paid.

(2) Notwithstanding Clause 4. (1), the Company may at any time of any order, delivery or collection of Equipment demand payment in cash upon such order, delivery or collection.

(3) The Company reserves the right to charge interest on overdue accounts without prior notice to the Customer at the rate of 2% per month or at such other rate as may be fixed from time to time by the Company such interest to be computed from the date a payment becomes overdue until payment of such monies is received in full. A certificate signed by any Director, Manager or Secretary of the Company shall be deemed conclusive evidence of such rate of interest.

(4) The Company reserves the right to set a minimum invoice value from time to time at its discretion and reserves the right to refuse to hire Equipment to the Customer in the event that the Customer fails to comply with the Company's terms of payment.

IMPLIED TERMS

5. All warranties and conditions expressed or implied by statute, common law, equity, trade, customer usage or otherwise howsoever are to the extent permitted by law expressly excluded from this contract.

6. The Customer acknowledges that neither the Company or any person purporting to act on its behalf has made any representation or given any promise or undertaking which is not expressly set out in the contract whether as to the fitness of the Equipment for any particular purpose or any other matter. The Customer acknowledges that without relying upon the skill or judgement of the Company or any person purporting to act on its behalf, it has determined that Equipment conforming to the contract description will be fit for its purposes. The provisions of this Clause shall not apply insofar as their application is prevented by the Trade Practices Act 1974 or any other State or Territory laws.

COMPANY LIMITATION OF LIABILITY

7. (1) Save as expressly provided for in this contract the Company shall not be liable to the Customer or the Customer's servants or agent for any direct, indirect, incidental or consequential loss, injury or damages of any nature howsoever caused (whether based on tort contract or otherwise) including but not limited to loss of profits, loss of production, loss of sale opportunity or business reputation, direct or indirect labour costs and overhead expenses and damage to equipment or property or any other claim whatsoever arising directly or indirectly or in any way attributable to the performance of or failure to perform this contract whether resulting from the negligence of the Company, its servants, agents or otherwise. Without limiting the generality of the foregoing all deterioration of and/or damage to filters, lens elements and bubbles of any description while in the Customers possession is the responsibility of the Customer. The provisions of this Clause shall not apply insofar as their applications is prevented by the Trade Practices Act 1974 or any other State or Territory laws

(2) The Customer agrees to indemnify and to keep indemnified the Company and the Company's servants and agents against any claims actions, suits and demands brought by third parties arising out of the

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