



ACCOUNT APPLICATION FORM

ENTITY DETAILS:

APPLICANTS'S FULL LEGAL NAME (i.e. not trading name): ("The Customer")

(Please tick): Sole Trader Individual Partnership Ltd Company Trust Other (please state):

Trading as:

Postal Address:

Physical Address:

Phone No: Fax No: Contact Name & Position:

Accounts Email: Purchasing Email:

Contact Name & Position: Cell Phone No:

Nature of Business: Years in Business:

OWNERSHIP DETAILS (please insert Owner(s) / Director(s) Name in full - provide a separate page if more than 2 owners or directors):

1: Name: Main Contact Number:

Date of Birth: Drivers Licence No: Vehicle Registration:

2: Name: Main Contact Number:

Date of Birth: Drivers Licence No: Vehicle Registration:

IF LIMITED LIABILITY COMPANY - Date of Incorporation: Company No:

Address of Registered Office:

FINANCIAL & PROFESSIONAL ADVISORS DETAILS:

Name of Accountant: Solicitor:

Bank: Branch:

TRADE REFERENCE DETAILS:

No	Company Name	Contact Person	Phone No	Account opened
1				
2				
3				
4				

I/We have read and agree to be bound by the terms and conditions of trade as printed overleaf or attached, and have ticked the box to confirm this.
I/We warrant to Christchurch Cleaning Supplies Ltd that the above information is to the best of my/our knowledge, information and belief true and correct

and that I/We am/are duly authorised to enter into this application and future contracts on behalf of the Customer. I/We also acknowledge that pursuant to the personal guarantee contained in the terms and conditions of trade that, where relevant, I/We am/are also signing this application form in my/our personal capacity.

If the applicant is a company then this application form must be signed by a director of the company, trustee of the trust, owner of the business, or authorised signatory of the business.

Signed: Print Name:

Designation: Dated this day of in

For Christchurch Cleaning Supplies to fill in

Account authorised by: Account opened on: Account Rep: Account Credit Limit:

CHRISTCHURCH CLEANING SUPPLIES LIMITED TERMS & CONDITIONS OF TRADE

1 - DEFINITIONS

- 1.1 "Seller" shall mean CHRISTCHURCH CLEANING SUPPLIES LIMITED and any company, which is directly or indirectly a subsidiary of CHRISTCHURCH CLEANING SUPPLIES LIMITED and any duly authorised agent.
- 1.2 "Client" shall mean the person, authorised agent or legal entity described in the application, or stated on the invoice or order form, buying goods and/or services from CHRISTCHURCH CLEANING SUPPLIES LIMITED.
- 1.3 "Goods" has the same meaning as section 2 of the Sale of Goods Act 1908 and is any goods provided by the seller to the client.
- 1.4 "Services" shall mean all services supplied by the seller to the client and includes any recommendations or advice.
- 1.5 "Price" shall mean the purchase price of the goods, services and any other costs.

2 - ACCEPTANCE

- 2.1 Any instructions received by the seller from the client for the supply of goods shall constitute acceptance of the terms and conditions contained herein.
- 2.2 No agent or representative of the seller is permitted to make any such agreements, representations, conditions or warranties not expressly confirmed by the seller in writing.

3 - PRIVACY ACT 1993

- 3.1 The client permits the seller to collect, use and retain any information concerning the client, for the purpose of assessing the clients credit worthiness, to enforce any rights under this contract, or the marketing of any goods and services provided by the seller to any other party.
- 3.2 The client permits the seller to disclose information obtained to any person for the purposes set out in clause 3.1.

4 - PAYMENT TERMS

- 4.1 Once goods or services are ordered payment shall be made according to the terms and conditions stated herein whether or not the goods or services have been delivered and this contract cannot be cancelled except where allowed at law.
- 4.2 Payment for goods shall be made in full on or before the 20th day of the month following date of invoice, or on the receipt of delivery of goods, whichever is the earlier.
- 4.3 Interest at the rate of 2.5% per month above the current overdraft rate, which we have with our principal registered bank or part thereof may be charged on any amount owing after the due date.
- 4.4 Any disbursements, expenses and legal costs incurred by the seller for default in payment shall be paid by the client, including any debt collection agency fees, court costs or solicitor's fees.
- 4.5 An administration fee of the greater amount of \$25.00 or 10% of the amount overdue will be payable 30 days after due date and the seller reserves the right to terminate future supply.
- 4.6 Payment will be accepted by cash, cheque, electronic banking, credit card or by any other method as agreed in writing by the seller.
- 4.7 Payment may be made by instalments if agreed in writing by the supplier.

5 - PRICE

- 5.1 Prices unless otherwise stated, do not include goods and services tax, other taxes, levies or tariffs, freight or insurance charges, which if applicable, will be an extra charge to the client.
- 5.2 Price will be specified on the invoice or quotation and will be the current price at time of delivery.

6 - RISK AND DELIVERY

- 6.1 The goods remain at the sellers risk until the delivery to the client, but when title passes to the client the goods are at the clients risk no matter if delivery has been made or not.
- 6.2 Delivery of goods shall be deemed complete when the seller gives possession of the goods for delivery to the client, or possession of the goods is given to a general carrier, for delivery to the client.
- 6.3 Where the seller delivers goods to the client by instalments and the seller fails to deliver one or more instalments, the client shall not have the right to recant the contract.
- 6.4 The seller shall not be liable to the client for damage or loss due to failure by the seller to deliver the goods promptly or at all.

7 - RETENTION OF TITLE

- 7.1 Title in the goods passes to the client when the client has made payment in full for all goods supplied by the seller.
- 7.2 The client gives necessary authority to the seller to enter any premises occupied by the client, at any reasonable time, to remove any goods not paid for in full by the client. The seller shall not be liable for damages, costs or expenses or any other losses suffered by the client as a result of this action.

8 - LIMITATION OF LIABILITY

- 8.1 The seller shall not be liable for any loss of profits, or any consequential indirect loss, or damage of any kind arising directly or indirectly from any breach of the seller's obligation under this contract or in tort.
- 8.2 Where the seller is liable to the client, the maximum cost of any liability shall not exceed the value of the goods or services provided by the seller to the client.

9 - NON-WAIVER

- 9.1 Failure by the seller to enforce any of the terms & conditions contained in this contract shall not be deemed to be a waiver of any of the rights the seller has in this contract and is not liable for any indirect loss or expense to the client.

10 - FORCE MAJEURE

- 10.1 The seller shall not be liable for failure or delay to perform its obligations if the delay or failure is beyond its control.

11 - CONSUMER GUARANTEES ACT 1993

- 11.1 The guarantees contained in the Consumer Guarantees Act 1993 are excluded if the client acquires goods or services from the seller for the purposes of a business.
- 11.2 If the client on sells the goods to a third party, the client shall indemnify the seller for any losses incurred due to third party claims against the seller.

12 - JURISDICTION

- 12.1 The contract shall in all respects be deemed to be a contract made in New Zealand and New Zealand law shall govern the validity, construction and performance of the contract.

13 - RETURN OF GOODS

- 13.1 The client shall be deemed to have accepted the goods unless the client notifies the supplier otherwise within 7 days of delivery of the goods to the client.
- 13.2 If the goods are not accepted according to the previous clause of this contract the client shall pay for the delivery of the returned goods to the supplier.
- 13.3 The supplier will not accept product returned for credit that is in anyway damaged, or not of merchantable quality, or product that has been specially manufactured or procured for the client.
- 13.4 At the suppliers discretion defective goods will be replaced or refunded by the supplier if the client has notified the supplier within 7 days of delivery.
- 13.5 The supplier is entitled to charge the client a re-stocking fee of 10% of the sell price for product returned in good merchantable quality.

14 - PERSONAL PROPERTY SECURITIES ACT 1999

- 14.1 The client agrees that the provisions herein constitute a Security Interest in Personal Property (as those terms are defined in the Personal Property Securities Act 1999 ("PPSA")) in respect of which the seller may register a financing statement on the Personal Property Securities Register.
- 14.2 The client hereby waives its rights contained in sections 116, 119, 120(2), 121, 125, 126, 127, 129, 131, and 132 of the PPSA.

15 - ASSIGNMENT

- 15.1 The client shall not assign all or any of its rights or obligations under this contract without the written consent of the seller.

16 - CANCELLATION

- 16.1 The seller may cancel these terms and conditions or cancel delivery of goods and services at any time before the goods are delivered by giving written notice. The seller shall not be liable for any loss or damage arising from such cancellation.
- 16.2 The client may cancel delivery of goods at the seller's sole discretion and will be liable for any costs incurred by the seller.

17 - WARRANTY

- 17.1 For goods not manufactured by the seller the warranty shall be the current warranty provided by the manufacturer of the goods. The seller shall be under no liability whatsoever except for the express conditions as detailed and stipulated in the manufacturers warranty.

18 - PERSONAL GUARANTEE OF COMPANY DIRECTORS OR TRUSTEES

- 18.1 If the client is a company or trust, the director(s) or trustee(s) agree, in consideration for the seller agreeing to supply goods and credit to the client at their request, that in their personal capacity and jointly and severally personally undertake as principal debtors to the seller, the payment of any and all monies now or hereafter owed by the client to the seller and indemnify the seller against non-payment by the client. Any personal liability hereto shall not exclude the client in any way whatsoever from the liabilities and obligations contained in this contract. The individual and client shall be jointly and severally liable under the terms and conditions of this contract and for payment of all sums due hereunder.

19 - MISCELLANEOUS

- 19.1 If anything in this agreement is unenforceable, illegal or void it is severed and the rest of this agreement remains in force.
- 19.2 The client may not claim any counter claim or set-off against any payments due by it to the seller.
- 19.3 Under no circumstances shall the liability of the seller exceed the price of the goods in the event of a breach of this contract.
- 19.4 The seller may license or sub-contract all or any part of its rights and obligations without the client's consent.
- 19.5 The seller reserves the right to review and change these terms and conditions at any time and will notify the client of this in writing at which time the changes will take effect.