

# Whitianga Marina Society Incorporated

## CREDIT ACCOUNT APPLICATION

To Be Completed By Applicants - Please complete all sections and read the Terms and Conditions of Trade overleaf.

DATE: \_\_\_\_\_ REF No. \_\_\_\_\_

CUSTOMER'S TRADE NAME: \_\_\_\_\_

CUSTOMER'S FULL or LEGAL NAME: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Mobile: \_\_\_\_\_ Email: \_\_\_\_\_

Billing Address: \_\_\_\_\_ Physical Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ Postcode: \_\_\_\_\_ \_\_\_\_\_ Postcode: \_\_\_\_\_

### COMMERCIAL CUSTOMERS ONLY

Company Number: \_\_\_\_\_

Requested Credit Limit: \_\_\_\_\_ Date Established: \_\_\_\_\_

Contact 1: \_\_\_\_\_ Contact 2: \_\_\_\_\_

Position: \_\_\_\_\_ Position: \_\_\_\_\_

Phone: \_\_\_\_\_ Phone: \_\_\_\_\_

### DETAILS OF OWNER (If Sole Trader) PARTNERS (If Partnership) OR DIRECTORS (If Company)

Full Name: \_\_\_\_\_ Full Name: \_\_\_\_\_

Home Address: \_\_\_\_\_ Home Address: \_\_\_\_\_

\_\_\_\_\_ Postcode: \_\_\_\_\_ \_\_\_\_\_ Postcode: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Home Phone: \_\_\_\_\_

### TRADE REFERENCES

Business Name 1: \_\_\_\_\_ Business Name 2: \_\_\_\_\_

Address or A/C No: \_\_\_\_\_ Address or A/C No: \_\_\_\_\_

Phone: \_\_\_\_\_ Phone: \_\_\_\_\_

Fax: \_\_\_\_\_ Fax: \_\_\_\_\_

I certify that the above information is true and correct and that I am authorised to make this application for credit. I have read and understand the TERMS AND CONDITIONS OF TRADE (overleaf or attached) of Whitianga Marina Society Incorporated which form part of, and are intended to be read in conjunction with this Credit Account Application and agree to be bound by these conditions. I authorise the use of my personal information as detailed in the Privacy Act clause therein. *I agree that if I am a director or a shareholder (owning at least 15% of the shares) of the Customer I shall be personally liable for the performance of the Customer's obligations under this contract.*

SIGNED (WMSI): \_\_\_\_\_ SIGNED (CUSTOMER): \_\_\_\_\_

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Position: \_\_\_\_\_ Position: \_\_\_\_\_

ID: \_\_\_\_\_ DOB: \_\_\_\_\_

### WITNESS TO CUSTOMER'S SIGNATURE:

Signed: \_\_\_\_\_ Name: \_\_\_\_\_ Date: \_\_\_\_\_

## General Terms and Conditions of Trade for Services

### 1. Definitions

- 1.1 "WMSI" shall mean Whitianga Marina Society Incorporated, its successors and assigns or any person acting on behalf of and with the authority of Whitianga Marina Society Incorporated.
- 1.2 "Customer" shall mean the Customer (or any person acting on behalf of and with the authority of the Customer) as described on the Credit Account Application
- 1.3 "Services" shall mean all Services supplied by WMSI to the Customer and includes any advice or recommendations (and where the context so permits shall include any supply of goods and/or materials).

### 2. Price And Payment

- 2.1 The Price shall be as indicated on invoices provided by WMSI to the Customer in respect of the Services supplied.
- 2.2 Time for payment for the Services shall be of the essence and will be stated on the invoice, quotation or any other order forms. If no time is stated then payment shall be due on delivery of the Services.
- 2.3 The Price shall be increased by the amount of any GST and other taxes and duties, which may be applicable, except to the extent that such taxes are expressly included in any quotation given by WMSI.

### 3. Default & Consequences Of Default

- 3.1 Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at WMSI's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.
- 3.2 If the Customer defaults in payment of any invoice when due, the Customer shall indemnify WMSI from and against all costs and disbursements incurred by WMSI in pursuing the debt including legal costs on a solicitor and own client basis and WMSI's collection agency costs.

### 4. Error and Omissions

- 4.1 The Customer shall inspect the Services on delivery and shall within seven (7) days of delivery notify WMSI of any alleged defect, shortage in quantity, errors, omissions or failure to comply with the description or quote. The Customer shall afford WMSI an opportunity to inspect the Services within a reasonable time following delivery if the Customer believes the Services are defective in any way. If the Customer shall fail to comply with these provisions, the Services shall be conclusively presumed to be in accordance with the terms and conditions and free from any defect or damage.
- 4.2 For defective Services, which WMSI has agreed in writing that the Customer is entitled to reject, WMSI's liability is limited to either (at WMSI's discretion) replacing the Services or rectifying the Services provided that the Customer has complied with the provisions of clause 4.1.

### 5. Privacy Act 1993

- 5.1 The Customer and the Guarantor/s (if separate to the Customer) authorises WMSI to:
  - (a) collect, retain and use any information about the Customer, for the purpose of assessing the Customer's creditworthiness or marketing products and services to the Customer; and
  - (b) to disclose information about the Customer, whether collected by WMSI from the Customer directly or obtained by WMSI from any other source, to any other credit provider or any credit reporting agency for the purposes of providing or obtaining a credit reference, debt collection or notifying a default by the Customer.
- 5.2 Where the Customer is an individual the authorities under (clause 5.1) are authorities or consents for the purposes of the Privacy Act 1993.
- 5.3 The Customer shall have the right to request WMSI for a copy of the information about the Customer retained by WMSI and the right to request WMSI to correct any incorrect information about the Customer held by WMSI.