

Fuel Card Application

Whitianga Marina Society Ph 07 866 2456 info@whitiangamarina.co.nz



Please note that all Whitianga Marina accounts are settled by Direct Debit.

Customer Personal Details

First Name _____ Surname _____

Company Name (if applicable): _____

Mobile No# _____ Email Address _____

Address _____

Account Name _____

Proof of Identification — Attach a copy of BOTH SIDES of your Driver's License

Licence Number _____ DOB _____

ACCEPTANCE OF TERMS

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.

SIGNED (Customer):

Name: _____

SIGNED (Whitianga Marina):

Name: _____

Position: _____

General Terms and Conditions of Trade

Definitions

In these terms and conditions

1. **Society/Marina** means the Whitianga Marina Society Incorporated, its successor and assign or any person acting on behalf of and with the authority of Whitianga Marina Society Incorporated.
2. **Customer** means the customer identified on the front page of this agreement.
3. **Goods and Services** shall mean the supply of fuel and any other Goods and services supplied by the Marina to the Customer and includes any advice or recommendations (and where the context so permits shall include any supply of goods and/or materials).

Price and payment

4. The Price shall be as indicated on invoices provided by the Marina to the Customer in respect of the Goods and Services supplied.
5. Time for payment for Goods and Services shall be of the essence and will be made by direct debit authorisation on the 17th of the month or closest working day unless otherwise agreed.
6. 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 the Marina.

Default and consequences of default

7. 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 the Marina's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgement.
8. If the Customer defaults in payment of any invoice when due, the Customer shall indemnify the Marina from and against all costs and disbursements incurred by the Marina in pursuing the debt including legal costs on a solicitor and own client basis and the Marina's collection agency costs.

Error and omissions

9. The Customer shall inspect the Goods and Services on delivery and shall within seven (7) days of delivery notify the Marina of any alleged defect, shortage in quantity, errors, omissions, or failure to comply with the description or quote. The Customer shall afford the Marina an opportunity to inspect the Goods and Services within a reasonable time following delivery if the Customer believes the Goods and Services are defective in any way. If the Customer shall fail to comply with these provisions, the Goods and Services shall be conclusively presumed to be in accordance with the terms and conditions and free from any defect or damage.
For defective Goods and Services, which the Marina has agreed in writing that the Customer is entitled to reject, the Marina's liability is limited to either (at the Marina's discretion) replacing the Goods and Services or rectifying the Goods and Services provided that the Customer has complied with the provisions of clause 9.

Direct Debit Authority

Whitianga Marina Society Ph 07 866 2456 info@whitiangamarina.co.nz



To: The Manager

Authorisation code
0220598

Bank _____ Branch _____

Address _____

I/we authorise you until further notice in writing to debit my/our account with you with all amounts which **Whitianga Marina Society** the registered Initiator of above authorisation code, may initiate by Direct Debit. I/we acknowledge and accept that the Bank accepts this authority only upon the conditions listed on this form.
Name of account to be debited.

Account details

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Bank Account

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Branch

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Account Number

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Suffix

Information to appear on my/our bank statement.

Payer particulars _____ Payer code _____ Payer reference _____

Authorised signatures _____ Date _____

Conditions of this authority to accept direct debits.

The Initiator

1. Has agreed to give advance notice of the net amount of each direct debit and the due date of the debiting at least 10 calendar days before the date when the Direct Debit will be initiated. This notice will be provided in writing.
2. May upon the relationship which gave rise to the Authority being terminated, give notice to the Bank that no further Direct Debits are to be initiated under the Authority. Upon receipt of such notice the Bank may terminate this Authority as to future payments by notice in writing to me/us.

The Customer may

1. At any time, terminate this Authority as to future payments by giving notice of termination to the Bank and to the Initiator by the means agreed by the customer, Bank, and Initiator
2. Stop payment of any Direct Debit to be initiated under this authority by the Initiator by giving written notice to the Bank prior to the Direct Debit being paid by the Bank.

The Customer acknowledges that.

1. The authority will remain in full force and effect in respect of all Direct Debits passed to my/our account in good faith notwithstanding my/our death, bankruptcy, or other revocation of this authority until actual notice of such event is received by the Bank.
2. In any event this authority is subject to any arrangement now or hereafter existing between me/us and the Bank in relation to my account.
3. Any dispute as to the correctness or validity of an amount debited to my/our account shall not be the concern of the Bank except in so far as the Direct Debit has not been paid in accordance with this authority. Any other dispute lies between me/us and the Initiator.
4. Where the Bank has used reasonable care and skill in acting in accordance with this authority, the Bank accepts no responsibility or liability in respect of
 - The accuracy of information about Direct Debits on bank statements: and
 - Any variations between notices given by the Initiator and the amounts of Direct Debits.
5. The Bank is not responsible for, or under any liability in respect of the Initiator's failure to give notice in accordance with 1 nor for the non-receipt or late receipt of notice by me/us for any reason whatsoever. In any such situation the dispute lies between me/us and the Initiator.

The Bank may

1. In its absolute discretion conclusively determine the order of priority of payment by it of any monies pursuant to this or any other authority, or draft properly signed by me/us and given to or drawn on the Bank.
2. At any time terminate this authority as to future payments by notice in writing to me/us.
3. Charge its current fees for this service in force from time to time.