



HIRE & SALES

0508TEMPFENCE

Credit Application

In order to establish an account with 0508TempFence Ltd trading as 0508TempFence, ("the Company"), the following information is required:

Customer's Legal Name (eg. "AB Ltd"):

NZBN:	IRD:
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Trading Name: (eg. "AB Constructions"):

Type of Entity (Tick one): Sole Trader... Partnership..... Public Company..... Private Company.....Trust.....

Trading Address:	State:	Postcode:
Postal Address:	State:	Postcode:
Phone:	Fax:	
Mobile:	Accounts Email:	

Do you require a Purchase Order Number for your bookings? YES / NO

Nature of Business:	Date Established:
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Directors/Partners/Proprietors of Applicant:

1	Name:	Date of Birth:
	Address:	
	Drivers Licence No.	Mobile:
2	Name:	Date of Birth:
	Address:	
	Drivers Licence No.	Mobile:

(If more than 2 please provide further names (on separate page))



Phone: 0508 836 733

PO Box 88046, Clendon Mall, Auckland NZ 2242 Fax: (09) 3531 888 Email: Auckland@0508tempfence.co.nz Web: www.0508tempfence.co.nz

Trade References (Major Suppliers)

1	Company Name:	Phone:	Avg. Monthly Spend: \$
	Accounts Email Address:		
2	Company Name:	Phone:	Avg. Monthly Spend: \$
	Accounts Email Address:		
3	Company Name:	Phone:	Avg. Monthly Spend: \$
	Accounts Email Address:		

**The following companies do not provide trade references, please do not list them:
Bunnings, Placemakers, Mitre10, Carters**

****No personal references - please supply company details and preferably land line numbers where possible****

TERMS OF PAYMENT

For Sales

The Company's Terms of Payment are specified in the Company's Terms and Conditions and on its invoices.

For Hire

The full amount of hiring charges will be invoiced upfront and payment is required to be paid in full in accordance with the Hirer's agreed payment terms.

Standard Trading Terms are 20 Days from EOM

PRIVACY

The Company advises that the information supplied in this application will be collected, used, disclosed and stored in accordance with the National Privacy Principles set out in Schedule 2 of the Privacy Act 1993. If you require any further information regarding our Privacy Policy, please contact the Company.

CREDIT INFORMATION

The Applicant agrees that the Company may:

- disclose the information contained in this application and any relevant trading information regarding the Applicant received from the trade references referred to in this application to a credit reporting agency in accordance with the Privacy Act 1993; and
- give or obtain a report regarding the Applicant's commercial activities and commercial credit worthiness from a credit reporting agency or from any credit provider named in this application or disclosed by a credit reporting agency.

If at any time there is a change to any of the information or details given to the Company in this application, the Applicant must immediately notify the Company of that change.



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SIGNATORY AND APPLICANT'S ACKNOWLEDGMENTS

- The Signatory on behalf of the Applicant acknowledges that:
 - a) He/she has read and understood the Company's Hire Terms and Conditions and/or Sales Trading Terms (*whichever is applicable*);
 - b) The Terms and Conditions/Trading Terms set out the basis upon which the Company shall provide credit and/or supply and/or hire of equipment, goods and/or services to the Applicant and the credit terms and/or hire terms applicable to that supply;
 - c) The Terms and Conditions/Trading Terms are a "Security Agreement" (as defined in the Personal Property Securities 1999 ("PPSA")) and
 - d) Under the Terms and Conditions/ Trading Terms the Applicant grants the Company a "security interest(s)" (as defined in the PPSA).
- The Signatory on behalf of the Applicant requests the Company to open an account in the Applicant's name on the basis of the Terms and Conditions/Trading Terms and agrees to be bound by them and any amendments that may be made to them from time to time.
- The Signatory on behalf of the Applicant acknowledges that the Company may register on the PPS Register its security interest in all equipment and goods that the Company supplies to the Applicant under its Terms and Conditions/Trading Terms on a retention of title or on a hire basis.
- The Signatory to this Application represents and warrants that:
 - a) The information provided in this Application Form is true and correct and acknowledges that it may be relied upon by the Company to determine whether to grant the Applicant credit and
 - b) He/she has full authority to complete this Application on behalf of the Applicant.

EXECUTION

*Dated: _____

*

Signature of person signing on behalf of the Applicant

*

Print name of person signing on behalf of Applicant

*

Position of person signing on behalf of the Applicant



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Guarantee

TO: 0508TempFence Ltd t/as 0508TempFence ("the Company")

IN CONSIDERATION of the Company agreeing to supply or hire:

_____ ("the Customer")
with equipment, goods and/or services on terms that do not require payment before the supply/hire of the equipment, goods or services

*I/We _____

of _____

and _____

of _____ ("the Guarantor")

GUARANTEE the due and punctual payment of all monies which may now or in the future be or become due and payable to the Company by the Customer under or in connection with the Company's Sales Trading Terms ("**the Trading Terms**") and/or the Company's Hire Terms and Conditions ("**the Hire Terms**") including without limitation in relation to any contract formed between the Customer and the Company on the Trading Terms/Hire Terms, or whether arising in any other way on any account whatsoever operated by the Customer with the Company.

If the Guarantor is more than one person this guarantee is given jointly and severally.

AND I or WE DECLARE AND AGREE as follows:

- 1) This Guarantee:
 - a) is a continuing guarantee in respect of any debts, losses, payments, damages and other expenses to which the Company is entitled under or in connection with its Trading Terms/Hire Terms or in relation to any contract formed between the Customer and the Company on the Trading Terms/Hire Terms; and
 - b) remains in full force and effect and the Guarantor remains liable under it despite:
 - the granting by the Company of any time, credit, concession or any other indulgence to the Customer or to the Guarantor;
 - the waiver by the Company of any breach by the Customer of its obligations to the Company or to the liquidator, provisional liquidator or administrator of the Customer;
 - the bankruptcy or death of the Guarantor; or
 - the liability of the Customer ceasing or becoming extinguished for any reason.
- 2) I or WE must make pay any amount payable under this Guarantee to the Company upon demand being made by notice given to the Guarantor.
- 3) Any notice including without limitation a notice of demand must be in writing (in the English language) and is given effectively if it is left at or sent by pre-paid post to the address of the Guarantor as set out above.
- 4) I or We must pay any costs, fees, charges and expenses including legal costs on a solicitor and own client basis incurred by the Company of and incidental to the preparation, negotiation or enforcement of this Guarantee or in connection with the performance or failure to perform by the Guarantor of its obligations in this Guarantee.
- 5) Before disputing whether an amount is payable under this Guarantee, I or We must pay on demand any amount that the Company certifies is payable under this Guarantee or owed by the Customer under or in connection with the Company's Trading Terms/Hire terms.



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- 6) A certificate issued by the Company stating that certain monies are owed by the Customer or by the Guarantor to the Company is taken to be correct until the contrary is proven.
- 7) The obligations under this Guarantee are principal obligations and the Company is not required to take action or make demand first against the Customer or under any security that the Company has for the obligations of the Customer.
- 8) The Company is not obliged to prove its claim in the bankruptcy or winding up of the Customer, but the Company may lodge a proof of debt in the event of the bankruptcy or winding up of the Customer. The Company must apply any distribution or payment received from the Customer or the Customer's trustee in bankruptcy or liquidator in reduction of money owed to it by the Guarantor under this Guarantee.
- 9) In addition to, and as a liability separate to and independent of the obligations arising under the other provisions of this Guarantee, the Guarantor indemnifies the Company for and against any losses, damages, costs, charges or expenses of any kind which the Company may incur because of or arising out of or in connection with:
- 10) Any default by the Customer in performance of any of its obligations under the Trading Terms/Hire Terms; or
- 11) The Trading Terms/Hire Terms or any transaction that the parties intend to be formed on the Trading Terms/Hire Terms being unenforceable for any reason.
- 12) For the purpose of assessing whether or not to accept the Guarantor as a guarantor of credit applied for or provided to the Customer, the Company may seek a credit report containing personal information about the Guarantor from a credit reporting agency.
- 13) I or We further agree that the Company may disclose to a credit reporting agency any personal information about my or our credit history and performance that is within the possession of the Company.
- 14) Any provision of this Guarantee that is void, voidable or which is otherwise unenforceable, may be severed from this Guarantee and the other provisions of this Guarantee remain enforceable.
- 15) This Guarantee is governed by the laws of the Jurisdiction in which the Company has its registered office on the date of this Guarantee.
- 16) Any proceedings taken by the Company may be taken in the Courts of the Jurisdiction in which the Company has its registered office on the date of this Guarantee, and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the Courts of that State.

I or We understand the nature and effect of this Guarantee and I or We have had the opportunity of obtaining independent legal advice before signing it.

***DATED:**

*SIGNED by the **Guarantor** X _____

*In the presence of: X _____

*Witness' full name and address: _____

*SIGNED by the **Guarantor** X _____

*In the presence of: X _____

*Witness' full name and address: _____

(0508Tempfence Guarantee 15 January 2016)



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