



Complete this form in order to apply for credit with Wellington City Council. You will be advised in writing if your application is approved. Your account number and credit limit will be advised at that time.

Please print details clearly.

**Section 1: Customer Details**

Name	<input type="text"/>		
Postal Address	<input type="text"/>		
Phone	<input type="text"/>	Mobile	<input type="text"/>
		A/H	<input type="text"/>
Fax	<input type="text"/>	Email	<input type="text"/>
Bank	<input type="text"/>	Branch	<input type="text"/>
Customer type <i>(tick one)</i>	<input type="checkbox"/> Business/Organisation – complete Sections 1- 5 <input type="checkbox"/> Individual – complete Sections 1, 4, 5 and enter date of birth: <input type="text"/>		

**Section 2: Business Details** (for businesses and organisations only)

Nature of Business	<input type="text"/>		
Date Incorporated	<input type="text"/>		
Name and Address of Directors, Partners, Trustees, or equivalent			
1	<input type="text"/>	Address	<input type="text"/>
		Phone	<input type="text"/>
2	<input type="text"/>	Address	<input type="text"/>
		Phone	<input type="text"/>
3	<input type="text"/>	Address	<input type="text"/>
		Phone	<input type="text"/>
Trade References (The Council is authorised to contact these references.)			
1	<input type="text"/>	Contact	<input type="text"/>
		Phone	<input type="text"/>
2	<input type="text"/>	Contact	<input type="text"/>
		Phone	<input type="text"/>
3	<input type="text"/>	Contact	<input type="text"/>
		Phone	<input type="text"/>

**Section 3: Guarantor Details** (If the customer is a company or an incorporated society, a Guarantee and Indemnity must also be completed.)

Name	<input type="text"/>		
Phone	<input type="text"/>	Mobile	<input type="text"/>
		A/H	<input type="text"/>
Postal Address	<input type="text"/>		
Email	<input type="text"/>		

### Section 4: Account Contact Details

Account Contact Person (if different from section 1)	<input type="text"/>		
Phone	<input type="text"/>	Mobile	<input type="text"/>
		A/H	<input type="text"/>
Postal Address	<input type="text"/>		
Email	<input type="text"/>		

### Section 5: Declaration and Signature

Read the following and **sign** below.

#### TERMS AND CONDITIONS OF PAYMENT

1. The Customer will pay the Council for the goods or services by the 20th day of the month following the date the invoice is issued.
2. Where payment is not made in accordance with clause 1 the Customer agrees to pay the Council:
  - 2.1 Interest calculated daily at the rate of 15% per annum on all overdue amounts from the date of default until all overdue amounts are paid to the Council.
  - 2.2 All costs and expenses (including debt collection fees or legal fees), incurred by the Council in seeking to recover the overdue amount.
  - 2.3 An administrative fee of either 10% of the overdue amount or \$300 (whichever is less) as a contribution towards the Council's internal administrative costs incurred in seeking to recover the overdue amount.
3. Under no circumstances will the Customer be entitled to withhold any monies which are due and owing to the Council.
4. The Council is entitled to apply all payments received from the Customer, first in reduction of interest and costs and then in reduction of any amounts invoiced.
5. Payment shall become immediately due without notice if:
  - 5.1 The Customer commits a breach of this agreement.
  - 5.2 The Customer is a company, a liquidator, receiver, or a statutory manager is appointed or the company amalgamates without the prior written approval of Council.
  - 5.3 Any judgment against the Customer remains unsatisfied for 7 or more days.
  - 5.4 The Customer becomes insolvent, makes an assignment or compromise for the benefit of its creditors or ceases to carry on business.
6. If any person uses the Customer's account, the Customer will be liable for all amounts outstanding under this agreement.
7. The Customer will notify the Council of any change of address or account details by contacting the Council in writing.

#### Variation by Council

8. The Council can vary this agreement at any time by sending the Customer and Guarantor written notice of the proposed variations. If the Customer and Guarantor do not confirm in writing that they do not accept the proposed variations within 21 days from the date on which the written notice is sent, then the proposed variations will apply. If the Customer or Guarantor does not accept the proposed variations, then the Council can terminate this agreement by giving 7 days notice and all amounts owing under the agreement become payable immediately.

#### Quotations

9. If the Council provides the Customer with a quotation, that quotation may be withdrawn by the Council at any time. A quotation will become null and void unless the Customer's written acceptance is received by Council within 30 days of the date of the quotation.
10. Prices quoted are based on rates and charges at the date of quotation unless specified. The Council may pass on to the Customer all or any increases in rates and charges incurred by the Council that occur between the time the price is quoted and the time of purchase or delivery.
11. Prices quoted are ex the Council unless otherwise specified.
12. The provision by the Council of a quote will in no way be constituted as a readiness to extend credit.

### **Consumer Guarantees Act 1993**

13. Where the Customer is a business, the Customer confirms the supply of goods or services is for business purposes and the Consumer Guarantees Act 1993 will not apply.

### **Privacy Act 1993**

14. The Customer and Guarantor understand the Council is collecting the information in this application form for the purposes of credit approval, establishing credit limits and administering the Customer's account. This may require information to be provided to other business units within the Council, the Council's solicitors, external debt collection agencies, credit reporting and other agencies required from time to time to be involved in the administration of the Customer's account or enforcement of this agreement and/or guarantee. The Customer and Guarantor authorise any person or company to provide the Council with such information as the Council may require to administer and enforce this agreement and/or guarantee.
15. The Customer authorises the Council to release to the Guarantor or the Guarantor's solicitors any information the Council holds in respect of:
- 15.1 The purposes for which credit has been requested by the Customer;
  - 15.2 The current amount of the Customer's indebtedness to the Council;
  - 15.3 The amount of credit available to the Customer;
  - 15.4 The amount of any new credit facility requested by the Customer.

### **The Council's Role as Local Authority**

16. The Council is a Local Authority that has regulatory functions and obligations. This agreement cannot affect or derogate from any such functions and obligations.

## **TERMS AND CONDITIONS FOR SUPPLY OF GOODS**

### **Delivery**

17. Where the Council does not undertake delivery, risk in the goods passes to the customer at the time possession is given to the carrier.
18. Where the Council does undertake delivery:
- 18.1 The goods are at the Customer's risk at all times.
  - 18.2 Delivery will be made when the goods are delivered to the Customer's premises or such other place as the Customer specifies.
  - 18.3 The Council shall use its best endeavours to ensure that any delivery day or date provided to the Customer is adhered to provided that the Council will not be liable for failure to deliver on the estimated day or dates where such failure is due, or caused or contributed to by events beyond the Council's control, other than where such events are within the control of Council by reason of its role as a local authority.
  - 18.4 Where the Council has agreed to leave a public road or street in order to effect delivery of the goods then:
    - When in the option of the Council's representatives there is not sufficient and suitable means of access to the delivery site it will be the Customer's responsibility to provide sufficient means of access. The Customer will be liable for and reimburse the Council for all costs, damages and expenses incurred if the Customer fails to provide sufficient and suitable means of access.
    - The final decision on entry to any site will be at the option and discretion of the Council's representative. Failure to deliver pursuant to this clause will not be deemed to be a breach of contract by the Council.
  - 18.5 The Council will not be liable for any damage to the goods or other property when such damage could not have been reasonably foreseen by the Council representatives prior to such damage or where such damage was not in the reasonable control of the Council.
  - 18.6 Reasonable hourly truck hire rates may (at the Council's option) be charged for excessive waiting times and delays caused by the Customer or their agent.

### **Fitness for purpose**

19. The Council does not warrant the quality or fitness for any purpose of any goods where the Customer has in any way modified the goods, mixed the goods with any other products, not complied in full with any instructions specified by the Council for the care and processing of the goods or where the goods are used for any purpose other than for that supplied.

### **Samples and previous deliveries**

20. Where the Council provides a sample or delivers any goods to the Customer, the Council does not warrant that any further samples or quantities of the goods will be of the same standard or produce the same result as the original test sample or goods provided.

**Reliance on warranties**

21. The Customer acknowledges that in purchasing from the Council it has not relied on any condition, warranty or representation made by or on behalf of the Council whether express or implied as to the description, merchantability, fitness for a purpose or condition of the goods except as expressly set out in the specification provided with the goods.
22. The Council warrants that any goods supplied by it will be in accordance with any specification agreed to in writing by the Council provided for those goods and, as the Customer's sole remedy for breach of this warranty, the Council will replace any defective goods free of charge.
23. Where goods are not provided to any specification the Council does not warrant any condition of those goods or that those goods will be fit for the purposes of the Customer.

**Liability**

24. The liability of the Council for any loss, damage or injury arising directly or indirectly from defect in or non-compliance of the goods or any other breach of the Council's obligations under this contract will not exceed any amount equivalent to the price paid by the Customer for the goods supplied.
25. The Council accepts no liability for any loss, damage or injury whatsoever unless it is notified as to the claim within 14 days from the date upon which risk in the goods would be deemed to pass to the Customer in terms of this contract.

**TERMS AND CONDITIONS FOR SUPPLY OF FACILITIES OR EQUIPMENT**

26. Where the Council provides the Customer with the use of facilities or of any chattels, plant or equipment ('equipment') the Customer shall not use any of the facilities or equipment for any purpose other than that agreed to by the Council.
27. The Customer shall regularly remove all rubbish and waste from any facilities used by the Customer and keep such facilities in a tidy condition.
28. The Customer shall give the Council prompt notice of any accident on the facilities or with the equipment or defect in the facilities or equipment that the Customer becomes aware of.
29. The Customer shall not use any facilities or equipment in any noisome, noxious, illegal or offensive way or allow any thing or act to be done on or in any facilities that causes a nuisance or disturbance.
30. The Customer shall comply with all statutes, ordinances, regulations and bylaws relating to any facilities or equipment, or use of such facilities or equipment.
31. The Customer shall not assign, sub-licence, mortgage, charge, encumber or part with possession of any facilities or equipment without the prior written approval of the Council.
32. Nothing in this agreement shall create any lease, tenancy or interest in the Council's land.
33. The Customer shall not make any alterations or additions to any facilities or equipment (including the affixing of signs or advertisements to the exterior of any facilities) without the prior written approval of the Council. Such approval may be given on such conditions as the Council sees fit and the Council shall be entitled to require the Customer to reinstate the facilities or equipment at any time.
34. The Customer shall not carry on or do anything on or in the facilities or with the equipment that would make void any policy of insurance over the facilities or equipment, or render any extra premium payable by the Council for such insurance and shall take out such insurance as is required by the Council in respect of the use of any facilities or equipment.
35. The Council may at any reasonable time during working hours enter onto the facilities or the premises of the Customer to view the condition of the facilities or equipment.
36. The Customer shall keep and maintain the facilities, equipment or anything else that the Council has supplied in the same state of repair and condition as they were at the commencement of use, but taking into account fair wear and tear. If the Customer fails to maintain the facilities or equipment as required by the Council, the Customer will repair and replace any of the fixtures, fittings and chattels that are damaged with something of equivalent quality or the Council may carry out any necessary repairs and recover such cost from the Customer.
37. The Customer shall indemnify the Council against all damage to any facilities or equipment or loss resulting from any act or omission on the part of the Customer, or its personnel or invitees and if required by the Council will recompense the Council for all expenses incurred by the Council in making good any damage to any facilities, equipment or any other property (whether belonging to the Council or not).

**DECLARATION**

The Customer agrees that where the Wellington City Council ('the Council') supplied the Customer with goods and/or services, the following terms and conditions will apply:

- the Terms and Conditions of Payment
- the Terms and Conditions for Supply of Goods (if applicable)
- the Terms and Conditions for Facilities or Equipment (if applicable)
- the Guarantee and Indemnity (if applicable)
- any additional Terms and Conditions agreed in writing between the Council and the Customer.

Where the Customer is a business or organisation identified in Section 2 of this agreement, the Customer declares that credit granted under this agreement is to be used for business and/or investment purposes.

Where the Customer is a company or incorporated society and the Council requires a guarantee, the Customer will ensure that the Guarantor guarantees to the Council the performance of all obligations and all payments due under this agreement. The Customer acknowledges that credit will not be given under this agreement until such a guarantee is executed.

I confirm that I have read and understand the terms and conditions of payment of this agreement..

Customer Signed	<input type="text"/>	Date	<input type="text"/>
Customer Name	<input type="text"/>	Position	<input type="text"/>
Phone	<input type="text"/>	Mobile	<input type="text"/>
		A/H	<input type="text"/>
Email Address	<input type="text"/>		

**OFFICE USE ONLY**

**Business Unit to complete** Note to Council Staff: Please submit a copy of this form to Accounts Receivable.

Requested By	<input type="text"/>		
Position	<input type="text"/>		
Credit Limit	\$	<input type="text"/>	
Cost Centre	<input type="text"/>	Sub Code	<input type="text"/>
Signed	<input type="text"/>		
Application	<input type="checkbox"/> Approved	<input type="checkbox"/> Declined	
<b>Important: Management Board Member approval is required when the customer has altered the terms and conditions of this form.</b>			
Management Board Member Name:	<input type="text"/>		
Signed	<input type="text"/>		

**Accounts Receivable to complete**

Credit/Company check conducted by	<input type="text"/>		
Signed	<input type="text"/>		
Credit Check:	<input type="checkbox"/> Approved	<input type="checkbox"/> Declined	