

# TERMS OF TRADE



**Application for Credit Account**

Full name of Customer

Trading

Organisation Type: Company/ Partnership/ Trust/ Sole Trader/ Other (specify)

Postal Address

Physical Address

Business

Mobile phone.....

Home

Facsimile.....

Email address

If company or incorporated entity – incorporation number .....

Address of registered office

Prior business name(s)

Nominated contact person for

Address for contact

Contact phone..... Mobile phone.....

Contact email

**If a Sole Trader:**

Christian name..... Middle

Surname..... Date of Birth.....

**Details of Directors / Trustees/ other** (specify).....

Full name

Address:

1.....

2.....

3.....

**Ownership:** Name of majority shareholder or owner Address:

1.....

2.....

**Referees**

Full name

Address:

1.....

2.....

3.....

## **TERMS OF TRADE**

### **1. APPLICATION**

- 1.1 All contacts for the supply of [*insert general nature of what is sold- e.g. goods/ goods and services*] (the Goods) between [*insert name of your business*] (Us /We) and the above-named applicant (“you”) will be governed by these terms of trade subject to any other special terms that may be notified to you relating to a particular supply.

### **2. PRICES AND PAYMENT**

- 2.1 Unless stated otherwise, all quotes and prices are exclusive of GST which will be added where applicable and is payable by you.  
All invoices must be paid [*insert time frame for example within [x]*] working days of *or* by the 20th or the month following] the date of invoice.
- 2.2 Without prejudice to any other rights of action, if you fail to pay in full by the due date we may:
- Charge you interest at [*insert interest rate payable per month on overdue invoices*] % per month calculated on a daily basis from the due date to the date of payment
  - Cancel or withhold supply of further work or orders.
- 2.3 All payments shall be made free from exchange or deduction to our office or bank account as notified on our invoices.
- 2.4 All costs and expenses (including full legal fees and commissions payable by us) incurred in obtaining payment of any overdue account, are payable by you
- 2.5 Any dispute regarding payment must be notified to us in writing within [*insert number of days for notification of dispute*] days of delivery of the goods or the date of issue of the tax invoice whichever is the sooner.

### **3. CANCELLATION**

- 3.1 You may not cancel an order for Goods without our written consent. We may retain any deposit paid and invoice for the full amount due.
- 3.2 We may cancel an order that is impractical, or not cost efficient for us to supply or if we believe, in our opinion, that there is risk that you are not solvent.

### **4. APPLICABLE LAW - CONSUMER GUARANTEES ACT**

- 4.1 The law and the jurisdiction of this contract shall be that of New Zealand.
- 4.2 The provisions of the Consumer Guarantees Act will apply to this contract unless you are not a consumer as defined in that Act or you hold yourself out as acquiring the Goods or services for business purposes.

### **5. CREDIT INFORMATION**

- 5.1 You irrevocably authorises us to collect, retain and use personal information about you or the persons named in the application form for the purpose of assessing creditworthiness, maintaining effective customer and credit records, administering and financing, whether directly or indirectly, your contracts and enforcing our rights. You irrevocably authorise any person or company to provide any information to us for these purposes.
- 5.2 You further irrevocably authorise us to disclose to any person or company any information regarding any dealing between us. You have the right to access and request correction of personal information held by us.
- 5.3 You acknowledge that by signing these terms you grant us a security interest in our Goods and any proceeds of those goods on every supply made to you, and you will enter into any further documents or provide further information necessary for us to register a financing statement protecting our interests.

**I/we have read and accept the above terms of trade.**

.....  
Full Name of signatory(s)

.....  
**(Signature(s))**

**Date**