

# ACCOUNT APPLICATION



## Section A: Customer Details

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

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

Postal Address: \_\_\_\_\_

Delivery Address: \_\_\_\_\_

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

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

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

Main Contact Name: \_\_\_\_\_

Accounts Payable Contact Name: \_\_\_\_\_

ATS number \_\_\_\_\_ Flybuys Number \_\_\_\_\_

## Section B: Directors / Owners / Members Details

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

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

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

## Section C: Business / Trade References

1. Organisation Name: \_\_\_\_\_

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

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

2. Organisation Name: \_\_\_\_\_

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

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

## Section D: Declaration

I certify (as signatory to this application) that I am authorised to make this application on behalf of the customer. The above information is true and correct and I will notify Office Spot Ashburton immediately if there are any changes to the above information. I have read and agreed to Office Spot Ashburton's Terms and Conditions of trade

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

Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

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

# OFFICE SPOT TERMS & CONDITIONS OF TRADE

## 1. DEFINITIONS

- 1.1 "Seller" shall mean McNab Paulson Ltd Trading as Office Spot Ashburton.
- 1.2 "Customer" shall mean the Customer or any person acting on behalf of and with the authority of the Customer.
- 1.3 "Goods" shall have the same meaning as in section 2 of the Sale of Goods Act 1908 and are Goods supplied by the Seller to the Buyer (and where the context so permits shall include any supply of Services as hereinafter defined).
- 1.4 "Services" shall mean all Services supplied by the Seller to the Buyer and includes any advice or recommendations (and where the context so permits shall include any supply of Goods as defined supra).
- 1.5 "Price" shall mean the cost of the Goods as agreed between the Seller and the Buyer subject to clause 4 of this contract.

## 2. ACCEPTANCE

- 2.1 Any instructions received by the Seller from the Customer for the supply of Goods and Services shall constitute a binding contract and acceptance of the terms and conditions contained herein.

## 3. COLLECTION AND USE OF INFORMATION

- 3.1 The Customer authorises the Seller to collect, retain and use any information about the Customer, for the purpose of assessing the Customer's credit worthiness or enforcing any rights under this contact.
- 3.2 The Customer authorises the Seller to use any information about the Customer for the purpose of providing the Customer with information about products and services that the Seller thinks might be of interest to the Customer.
- 3.3 Where the Customer is a natural person, the authorities under clause 3.1 is authority or consent for the purposes of the Privacy Act 1993.

## 4. PRICE

- 4.1 All prices Include GST (Goods and Services Tax) unless otherwise stipulated.
- 4.2 The Seller may amend their pricing schedule at any time with out notice
- 4.3 Any pricing discounts discussed between the Seller and Customer is confidential and is not to be discussed between any other party.

## 5. PAYMENT

- 5.1 Payment for Goods and Services shall be made in full on or before the 20th day of the month following the date of the invoice ("the due date").
- 5.2 Interest may be charged on any amount owing after the due date at the rate of 2.5% per month or part of month.
- 5.3 Any expenses, disbursements and legal costs incurred by the Seller in the enforcement of any rights contained in this contract shall be paid by the Customer, including but not limited to any reasonable solicitor's fees or debt collecting agency expenses and fees.

## 6. QUOTATION

- 6.1 Where a quotation is given by the Seller for Goods and Services:
  - (a) Unless otherwise agreed the quotation shall be valid for 14 calendar days from the date of issue; and
  - (b) The quotation shall be inclusive of Goods and Services Tax unless specifically stated to the contrary;
  - (c) The Seller reserves the right to alter the quotation because of circumstances beyond Its control.
- 6.2 Where Goods and Services are required in addition to the quotation the Customer agrees to pay for the additional cost of such Goods and Services.
- 6.3 When custom made Goods or Services are manufactured and manufacture of the Goods have commenced, the order cannot be cancelled and payment must be made in full on the due date.

## 7. RISK

- 7.1 The Goods and Services remain at the Seller risk until delivery to the Customer.
- 7.2 Delivery of Goods and Services shall be deemed complete when the Seller gives possession directly to the Customer or carrier, courier or other bailee for purposes of Transmission to the Customer.
- 7.3 The time agreed for delivery shall not be an essential term of this contact unless the Customer gives written notice to the Seller making time of the essence.
- 7.4 Where the Seller delivers the Goods and Services to the Customer by instalments and The Seller fails to deliver or supply one or more instalments the Customer shall not have the right to cancel the contract.
- 7.5 Upon receipt of goods, it is the responsibility of the Customer to check that goods are received in good condition. Any damage to packaging or goods must be notified to The Seller within 24 hours of receipt of Goods. No credit for damaged Goods will be accepted if the Customer does not notify the Seller within this time period and/or the Goods have been signed for in good condition.

## 8. TITLE AND SECURITY (PERSONAL PROPERTY SECURITIES ACT 1999)

- 8.1 Title in any Goods and Services supplies by the Seller passes to the Customer only when the Customer has made payment in full for all Goods and Services provided and of all other sums due to the Seller by the Customer on any account whatsoever. Until all sums due to the Seller by the Customer have been paid in full, The Seller has a security interest in all Goods and Services.

## 9. DISPUTES AND RETURN OF GOODS

- 9.1 No claim relating to the Goods and Services will be considered unless Goods are returned within fourteen (14) days of the date of the original invoice.
- 9.2 No Goods will be accepted for return by the Seller without prior approval of the Seller. All goods must be returned to the Seller in their original packaging, in new, original and re-saleable condition, accompanied by the reason for their return, the original invoice number.
- 9.3 Return Freight and insurance costs must be prepaid by the Customer.
- 9.4 Products in the Seller's price list, which are non-stock kept units (i.e. custom-made goods), will be accepted for return and no credit will be approved. This also includes products manufactured or imported to the Customer's specifications and non-standard sizes and/or finishes.
- 9.5 Any freight charges on the original invoice will not be credited.
- 9.6 Where Goods signed for by the Customer, or where the Goods are directly delivered by the Seller to a third party on the Customer's behalf and signed for by the third party as received in an undamaged condition those Goods cannot later be returned to the Seller as being received in a damaged condition.

## 10. LIABILITY

- 10.1 The Consumer Guarantees Act 1993, the Fair Trading Act 1986 and other statutes may imply warranties or conditions or impose obligations upon the Seller which cannot by law (or which can only to a limited extent by law) be excluded or modified. In respect of any such implied warranties, conditions or terms imposed on the Seller, the Seller liability shall, where it is allowed, be excluded or if not able to be excluded only apply to the minimum extent required by the relevant statute.
- 10.2 Except as otherwise provided by clause 11.1 the Seller shall not be liable for any loss or damage of any kind whatsoever including consequential loss whether suffered or incurred by the Customer or another person and whether in contract or tort (including negligence) or otherwise and irrespective of whether such loss or damage arises directly or indirectly from Goods and Services provided by the Seller.
- 10.3 The Customer shall indemnify the Seller against all claims and loss of any kind whatsoever however caused or arising and without limiting the generality of the foregoing of the clause whether caused or arising as a result of the negligence of the Seller or otherwise, brought by any person in connection with any matter, act, omission, or error by the Seller, its agents or employees in connection with the Goods and Services.

## 11. WARRANTY

- 11.1 No representation, condition, warranty or premise expressed or implied by law or otherwise applies to the Goods and Services except where goods are supplied or services provided pursuant to the Customer Guarantees Act 1993 or except where expressly stated in this contract.
- 11.2 The Seller does not provide any warranty that the Goods and Services are fit and suitable for the purpose for which they are required by the Customer and shall not be Liable if they are not.

## 12. PERSONAL GUARANTEE OF COMPANY DIRECTORS OR TRUSTEES

- 12.1 If the Customer is a company or trust, the director(s) or trustee(s) signing this contract, in consideration for the Seller agreeing to supply Goods and Services and grant credit to the Customer at their request, also sign this contract in their personal capacity and jointly and severally personally undertake as principal debtors to the Seller the payment of any and all monies now or hereafter owed by the Customer to the Seller and indemnify the Seller against non-payment by the Customer, Any personal liability of a signatory hereto shall not exclude the Customer in any way whatsoever from the liabilities and obligations contained in this contract, The signatories and Customer shall be jointly and severally liable under the terms and conditions of this contract and for payment for all sums due hereunder.

## 13. CANCELLATION

- 13.1 The Seller may cancel these terms and conditions or cancel delivery of Goods and Services at any time before the Goods are delivered by giving written notice. On giving such notice the Seller shall promptly repay to the Buyer any sums paid in respect of the Price for those Goods. The Seller shall not be liable for any loss or damage whatever arising from such cancellation.

## 14. GENERAL

- 14.1 The Seller shall not be liable for delay or failure to perform its obligations if the cause of the delay or failure is beyond its control.
- 14.2 Failure by the Seller to enforce any of the terms and conditions contained in this contract shall not be deemed to be a waiver of any of the rights or obligations the Seller has under this contract.
- 14.3 If any provision of this contract shall be invalid, void or unenforceable the validity existence, legality and enforceability of the remaining provision shall not be affected, prejudiced or impaired.
- 14.4 The client shall not assign all or any of its rights or obligations under this contract without the written consent of the Seller.
- 14.5 Where these terms and conditions of trade are at variance with the order of instructions from the Customer these terms and conditions of trade shall prevail.
- 14.6 Unless the Seller elects otherwise, any dispute between the parties is to be dealt with in accordance with the Arbitration Act 1996.