



EARTHMOVING CONTRACTORS
• est 1966 •
Auckland Landscaping Services

CREDIT ACCOUNT APPLICATION

Business Name	
Trading Name (if different from above)	
Please tick	<input type="checkbox"/> Ltd Company <input type="checkbox"/> Sole Trader <input type="checkbox"/> Individual <input type="checkbox"/> Trust <input type="checkbox"/> Other

Type of business	
Postal Address	
Business Location Address	
Director/Owner Name	
Director/Owner Mobile	
Director/Owner Email	
Accounts / Admin Name	
Accounts / Admin Phone	
Accounts / Admin Email	
Order number required?	<input type="checkbox"/> Yes <input type="checkbox"/> No (Please advise)
Estimated monthly purchases	
Description of goods/products/services to be provided	

<u>Registered company number</u>	<u>Business Established</u>	<u>Number of years in current business</u>

COMPANY PARTICULARS: (Please attach separate details if more than three Director(s) /Partner(s)/Trustee(s))

Director Full Name	Residential Address	Phone	Date of Birth
Director Full Name	Residential Address	Phone	Date of Birth

<u>Name of Accountant</u>	<u>Phone / Email Address</u>

TRADE REFERENCES: (Please exclude Power Authorities, Phone Companies, Landlords, Banks, Lawyers, and Accountants. Nominate businesses that you have traded with for at least 6 months).

Name	Location	Phone	Email
Name	Location	Phone	Email
Name	Location	Phone	Email

Bank: _____ Branch: _____

Contact

Enquiries: Chris 021 851 409
 Email: admin@als.org.nz
 Address: 600 Swanson Road, Swanson, Auckland
 PO Box 70011, Ranui, Auckland

Trading Hours

Monday to Friday
 7:00am – 5:30p
 Saturday
 on Arrangement Only





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PRIVATE INDIVIDUAL/SOLE TRADER/PATNERSHIP DETAILS:

How long has the Partnership existed? Please list commencement date	Years <input type="checkbox"/> Months <input type="checkbox"/>
Full Name	
Home Address	
Occupation	Employer Details
Date of Birth	
D/L	
Full Name	
Home Address	
Occupation	Employer Details
Date of Birth	
D/L	

DECLARATION FORM:

The Application hereby applies for a Trade Credit Account with Auckland Landscaping Services Ltd in accordance with Auckland Landscaping Services Ltd Terms of Trade Credit and Terms of Trade attached. The Applicant warrants and represents that all information in this Application is accurate and complete. Auckland Landscaping Services Ltd may refuse this application at its absolute discretion.

I/We have read and agree to be bound by the terms and conditions of trade a printed overleaf or attached. I/We warrant to Auckland Landscaping Services Ltd that the above information is to the best of my/our knowledge, information and belief true and correct and that I/We am/are duly authorised to enter into this application and future contracts on behalf of the Customer. I/We also acknowledge that pursuant to the personal guarantee contained in the terms and conditions of trade that, where relevant, I/We am/are also signing this application form in my/our personal capacity.

If the applicant is a Company, then this application form must be signed by a Director of the Company.

PRINT NAME	POSITION	SIGNATURE	DATE
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The applicant/s apply to open a credit account with Auckland Landscaping Services Ltd and offers to purchase goods and services as per the terms of trade on this application, a copy of which has been supplied to I/we.
 Unless expressly altered or modified in writing or where the following terms and conditions may be subject to the consumer Guarantees Act 1993 (CGA) the terms and conditions on the second and third pages apply to all sales.

The applicants/s

1. Confirms all information given is correct
2. Agrees to the terms of trade listed in this credit application
3. Acknowledge that the information in this form will be used for the purpose of assessing the applicants credit application.
4. Authorises the company to:
 - a) Use the above information for the above purpose
 - b) Provide the information detailed above or other information of trading wit the Company to a third party
 - c) Obtain information concerning the applicant from any other source

All partners must sign in the event the applicants are a partnership then both parties shall be jointly and severally liable.

OFFICE USE ONLY

Date Account Opened: _____

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Date of Approval: _____

Approved By: _____

Credit Limit: _____

Payment Terms: _____

CREDIT APPLICATION FORM

AUCKLAND LANDSCAPING SERVICES TERMS OF TRADE:

- 1) The company accepts the customers order on these conditions which with the companies' acceptance, constitutes the entire agreement between the company and the customer and it's expressly agreed that there are no other understandings, warranties or representations offered to the customer unless such are in writing and signed by both parties.
- 2) Any variation, waiver or cancellation of the order shall be of no effect unless accepted in writing by the company and such acceptance shall be accompanied by the surcharge of 25% of the contract price payable within the same terms as the contract.
- 3) Placement of an order by the customer shall constitute an acceptance of both the existence of a contract of and an acceptance of these terms of trade.
- 4) If any of these terms and conditions of part thereof shall be found to be invalid, unenforceable, illegal or void for any reason the remaining terms and conditions (of part thereof) shall remain in full effect.
- 5) The customer agrees that in the event of default of settlement of any amount due, the customer shall pay upon demand, all reasonable costs, charges and legal expenses and collection costs incurred in the recovery of any outstanding payment.
- 6) The company 's prices are subject to change without notification and the price payable by the customer for goods or services shall be the ruling rate at the time of the supply.
- 7) The prices referred to in this contract or in any quote that may form part of this contract shall be accepted as being nett of G.S.T. and subject to the addition of G.S.T. unless otherwise stated.
- 8) All accounts are due for payment with in seven days of the supply of the order or part thereof and are subject to a penalty of 2.5% per month of part thereof unless other terms are expressly accepted in writing by the company.
- 9) In the case of non-payment, the company reserves the right to rescind this or any other contract for supply to the customer and it is agreed that the customer shall not be entitled to enforce any further supply or be released from any obligation to the terms or conditions for any supply already made.
- 10) When the company accepts an order, which allows for the delivery in instalments the company shall be entitled to payment for each instalment delivered (as if it were a separate contract) but failure of any instalment does not entitle the customer to cancel any remaining instalments or prejudice any payment due.
- 11) Proof of delivery information will not be required of the company beyond 60 days from the delivery.
- 12) No liability will be allowed by the company for shortages in delivered amounts of materials or services unless the company is informed in writing within 3 days of the delivery account and given opportunity to investigate any such variance.
- 13) Should there be visible or functional damage to any good or service supplied the customer must notify the company within 2 days of delivery at which the company shall reserve the right at its sole discretion to either replace or repair the damaged supply not withstanding that such notification will not interrupt payment terms or conditions and any claim for satisfaction will be limited to the value of the good or service supplied only and not to any eventuality or outcome weather inferred or associated as being connected to such delivery of supply.
- 14) Ownership of all goods or services sold by the company is retained by the company until all payments are received for all amounts owing including any default penalties and costs due under this agreement. Until such time that all payments are made the customer agrees to, enable the goods or services to be identified readily as the property of the company, maintain the goods or services in good Condition and return the goods if called upon to do so by the company. The customer agrees to meet all and any costs of recovery of the goods or service in the event of non-payment.
- 15) Any person signing as a trustee or agent for another party or for a company whether formed or to be formed enters this agreement in their personal capacity as a principal party and will be liable in the event of failure of performance by the party so represented.
- 16) The company does not warrant the accuracy of any matter or fact implied or stated by others on its behalf and the customer must verify to their own satisfaction the accuracy of any such information.
- 17) In the event of any dispute between the company and the customer the dispute shall be limited only to that part of the invoice disputed or in question and all other outstanding amounts shall be paid promptly. All disputes or claims shall be referred with out delay to an arbitrator in accordance with the arbitration act (1908).
- 18) The customer shall ensure that any goods and services ordered are fit and suitable for the purpose intended and shall also be responsible to advise the company or any underground or other service likely to be affected by the ordered goods or services.
- 19) The company shall not be liable for any loss or damage directly or indirectly arising out of or in connection with the delivery, supply, failure to perform or installation or any ordered quantities where such failure is caused by an act of god, fire, civil dispute or unrest, armed conflict, labour dispute, material or manufacturing failure (beyond actual warranties or guarantees) accidents, delays in transportation or other causes beyond the company's control.
- 20) The Customer will ensure that any and all OSH policy requirements required under this supply or contract are advised to the company in writing prior to the commencement of supply. The company will not be held responsible for any issues that it has not been made aware of in the prescribed fashion.
- 21) All work carried out by Auckland Landscaping Services Ltd is done on the client's instructions and we Auckland Landscaping Services Ltd take no responsibility for underground pipes, wires, cables etc.

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