

PLEASE RETURN COMPLETED FORMS TO YOUR NEAREST VTNZ STATION

A/C		STN		Credit Limit		Risk
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APPLICATION FOR CREDIT ACCOUNT (Please complete in full, in block letters.)

We wish to open a credit account with your company for the supply of services.

We have read and understand the "Terms And Conditions Of Credit Sales" on the back of this Application (page 2 if by facsimile or e-mail) and undertake to conduct the credit account accordingly.

We understand that the credit agreement takes effect when approved by you.

Name of Company/Partnership/Individual ("the Customer"):		_____	
Full Account/Trading Name (if different to the above):		_____	
Street Address:			

Postal Address:		Post Code:	
_____		_____	
Registered Office:			

Contact Person:	Position in Company	Phone No:	
_____	_____	_____	
Fax No:	Mobile No:	E-mail Address:	
_____	_____	_____	
Name and position of Customer/ Director/ Guarantor:		Address	
1.		_____	
2.		_____	
3.		_____	
Nature Of Business:		Date Business Commenced:	
_____		_____	
Bankers:		Branch postal address:	
_____		_____	
You may approach the following Companies for credit references: (not Power / Phone / Credit Card or Fuel Companies)		Town	Phone No
1.		_____	_____
2.		_____	_____
3.		_____	_____
Services Required (Please Tick):	COF <input type="checkbox"/>	WOF <input type="checkbox"/>	CERTIFICATION <input type="checkbox"/>
Est. Number of vehicles p.a.:	COF <input type="checkbox"/>	WOF <input type="checkbox"/>	CERTIFICATION <input type="checkbox"/>
Anticipated purchases p.a. \$	(Minimum Sales of \$2,500)		
REGISTRATION/RELICENCE FEES AND ROAD USER FEES CHARGED TO THIS ACCOUNT WILL BE SUBJECT TO A 5% ADMINISTRATION FEE.			
Identification reference required on invoices. If yes, please specify (e.g. Order number). (Please note that registration numbers are included on all invoices).			

PRIVACY ACT

We hereby irrevocably authorise Vehicle Testing New Zealand Limited (VTNZ) to collect such information as it may require and to make such enquiries as it may deem necessary to consider this application and we irrevocably authorise the recipients of such enquiries to provide the information required by VTNZ. We further irrevocably authorise VTNZ to use any information obtained or held for such other purposes as VTNZ may decide and disclose all or any of the information in respect of us to any third party.

Authorized Signatory:

Name: _____ Position: _____ Signature: _____ Date: _____

Guarantor:

Name: _____ Position: _____ Signature: _____ Date: _____

**TERMS AND CONDITIONS OF CREDIT SALES
VEHICLE TESTING NEW ZEALAND LIMITED**
(Hereinafter referred to as the "the Supplier")

1. APPLICABILITY

- 1.1 The "terms and conditions of credit sales" set out below shall apply to all credit sale contracts for the supply of goods and services between the Supplier and the Customer and shall not be deemed or construed to be modified, amended, cancelled or waived in whole or in part except by an amendment in writing made by the Supplier. The Supplier shall give 5 days notice of any such amendment. No waiver will constitute a waiver of any other of the terms and conditions of credit.
- 1.2 The completion of this application will be deemed to be acceptance of these "Terms And Conditions of Credit Sales".

2. PRICES

- 2.1 Unless otherwise stated, prices do not include taxes, GST, import duties or other levies or tariffs, freight or insurance charges ("the charges"). The supplier will pass on the cost of any increase in the charges to the customer. The supplier reserves the right to vary its prices at any time.

3. PAYMENT (including GST)

- 3.1 All payments for services, without set-off or deduction of any kind will be accompanied by a remittance detailing items being paid and identifying, with reasons, those items not being paid.
- 3.2 Payment for all services will be by the 20th of the month following the month during which the goods were purchased. Credit Card payments can be made by telephoning the Credit Controller on (04) 495 2537, but will be subject to a processing fee.
- 3.3 Disputed credit sales must be advised within 14 days of invoice otherwise due payment is expected.
- 3.4 When payment is not made by the due date, default interest may be charged by the Supplier on a day to day basis at a rate equal to 2% above the Supplier's bank overdraft rate. All monies shall be applied first in payment of default interest.
- 3.5 Failure to pay for any services may be noted in the Land Transport Safety Authority's records.
- 3.6 The Supplier reserves the right to impose or withdraw a credit limit at any time.
- 3.7 Credit may be withdrawn, without notice, on overdue accounts.
- 3.8 Overdue accounts may be passed on to a debt collection agency or solicitor for collection and the customer shall pay all reasonably incurred collection costs.
- 3.9 If the Supplier believes that the customer is unable to meet its payment obligations to the Supplier, the Supplier may:
- a. demand payment of all or part of any sums due; and/or
 - b. agree to a negotiated settlement payment plan; and/or
 - c. refuse to perform any more services requested by the customer.

4. SECURITY AND CREDIT WORTHINESS

- 4.1 The customer/guarantor authorise the supplier to make any credit reference enquiries it considers necessary.
- 4.2 In consideration of the supplier granting credit to the customer, the customer and guarantor grant a security interest to the supplier of all the customer's and guarantor's right, title and interest in the customer's and guarantor's present and after acquired property ("the property").
- 4.3 The customer and guarantor authorises the supplier to register a security interest ("a PPSR interest") in accordance with the provisions of Personal Property Securities Act 1999 ("the Act").
- 4.4 The customer agrees that any property that comes into existence after the date of this agreement will also be subject to a PPSR interest without the need for any further action by any party to this agreement.

5. PERSONAL GUARANTEE

- 5.1 If required by the supplier, the Guarantor personally guarantees payment to the Supplier of all obligations of the customer including liquidated damages, expenses and legal costs incurred by the supplier in relation to recovering debts owing under this agreement.
- 5.2 If there is more than one guarantor they are jointly and severally liable.
- 5.3 The Supplier may treat the Guarantor as the principal debtor whether or not it has first proceeded against the Customer.

6. CANCELLATION

- 6.1 Without prejudice to any rights or remedies which the Supplier may possess, all monies owing for any goods or services supplied, shall immediately become due and payable and the Supplier shall have the right to cancel this contract upon the occurrence of any one of the following events:
- a. if the Customer ceases or threatens to cease to carry on business.
 - b. if the Customer shall enter into any negotiations for an arrangement or composition with its creditors.
 - c. if the Customer is unable to pay its debts (including contingent liabilities) as they fall due.
 - d. if the Customer shall become bankrupt or commits an available act of bankruptcy, or proceedings are taken for the liquidation of the Customer's affairs.
 - e. if the customer, being a Company, shall go into liquidation whether voluntary or compulsory or if an administrator is appointed, or does anything or fails to do anything which would allow a receiver or manager to be appointed or take possession of the Company's assets, or a mortgagee go into possession of any of the Company's assets.

7. SEVERABILITY

If any of the terms and conditions of credit sales are held by a Court to be ineffective by virtue of non-registration, illegality or otherwise, then such condition or part of it shall be severed from all other conditions without affecting the validity or enforceability of all conditions or part thereof.

8. CONSTRUCTION

If anything contained in the Quotation, Customer's enquiries, Customer's orders or any other agreement is inconsistent with the provisions of these terms and conditions of credit sale, the provisions of these terms and conditions of credit sale will prevail.

INTERNAL OFFICE USE ONLY Testing Stations where completed:

Application Approved by Station Manager: Date:

Application Approved by Area manager: Date:

Application processed by: Date:

