

APPLICATION TO OPEN A CREDIT APPROVED ACCOUNT WITH AUCKLAND COUNCIL

PLEASE COMPLETE ALL FIELDS

Application for a customer account with Auckland Council ("Council"), subject to attached terms and conditions (not available for Development Contributions).

FOR SOLE TRADERS, PARTNERSHIPS* OR TRUSTS* - Complete Section A

FOR COMPANIES, INCORPORATED SOCIETIES, OTHER REGISTERED ENTITIES – Complete Section B

***All entities that have a registration number (eg: registered limited partnership)**

SECTION A FOR SOLE TRADERS, PARTNERSHIPS* OR TRUSTS*

Account Type (please circle)	Sole Trader	Partnership	Trust	
Registered Name:			NZ Companies Incorporation Reg No:	
Physical Address:				
Postal Address:				Post Code:

SECTION B FOR COMPANIES, INCORPORATED SOCIETIES, OTHER REGISTERED ENTITIES

Registered Name:			
Trading Name (if applicable):			
NZ Companies Incorporation Reg No:		Phone Number:	
Registered office:			
Postal Address (for invoicing):			
Physical Address:			

*List **details of ALL individual/trustees/partners (together, the "Customer")**

OR

*List Details of ALL directors, shareholders, officers (as the case may be)

*Attached extra sheet if required.

First Name:	Surname:		
Position:	Landline:	Mobile:	
Email:			
First Name:	Surname:		
Position:	Landline:	Mobile:	
Email:			

SECTION C TO BE COMPLETED BY ALL APPLICANTS

CREDIT LIMIT REQUESTED	\$	(predicted monthly volume)
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WHAT GOODS OR SERVICES WILL YOU REQUIRE FROM COUNCIL? <i>Please select below</i>				
Building Consents		Waitakere Refuse Station		For the Refuse Stations see Page 3 to record vehicle registration numbers
Resource Consents		Waiheke Island Refuse Station		
Engineering Consents				
LIMS (Land Info Memorandum) & Property Files				
Cemetery Services				

CONTACT DETAILS FOR YOUR ACCOUNTS DEPT/PERSON	
First Name:	Last Name:
Position:	Landline:
Email:	Mobile:

TRADE REFERENCES

**** (EXCLUDES telephone, power or credit card companies and Council owned entities).**

****Please provide contact details for Accounts Depts only***

****Only provide mobile numbers if a landline number is not available***

****All three references to be completed**

Company /Name:			
Contact Person:		Landline:	Email:
Company /Name:			
Contact Person:		Landline:	Email:
Company /Name:			
Contact Person:		Landline:	Email:

SECTION D
ONLINE SERVICES

Do you want to log-in to use our On-line services? Yes No

**** (this is for online consenting applications – Building and Resource consents and LIMS/Property Files only)**

Contact details for Internet Services

(Services offered via Council's website, are subject to any Terms and Conditions of this agreement).

First Name:	Surname:
Position:	Landline:
Mobile:	Email:

REFUSE STATION

Registration numbers for Vehicles that will be using the Refuse Station (if applicable)

1	Registration No:	2	Registration No:
3	Registration No:	4	Registration No:
5	Registration No:	6	Registration No:
7	Registration No:	8	Registration No:
9	Registration No:	10	Registration No:

SECTION E

IMPORTANT – Please Read

- Failure to authorise the Guarantee and Personal Guarantee, will mean your application will be declined. Alternatively, if you still wish to proceed then Auckland Council will accept a Bank Guarantee instead.
- If the application is not completed fully, then this will delay the processing of your application and may be declined.

PLEASE PROVIDE THE FOLLOWING TO SUPPORT YOUR APPLICATION:

- A copy of Photo ID for each authorised signatory signing Pages 4 and 5 – Passport or Drivers Licence
- A copy of the NZ Companies registration, or other Register or Trust Deed.

On Completion of your application, please email to Council Credit Control on creditapplication@aucklandcouncil.govt.nz

Accounting Services – Group Treasury
Auckland Council
PO Box 92300
Victoria Street West
Auckland 1141
Tel: 09 301 0101
www.aucklandcouncil.govt.nz

Customer Authorisation

Please tick one:

- All individuals that make up the Customer are signing this application (i.e. sole trader, or all partners, trustees etc)
- One (or more) individuals are signing on behalf of the Customer (e.g. on behalf of other partners or a registered entity) I/We,

the signatory/ies to this form as or on behalf of the Customer (as defined on the front page of this application form):

- (a) undertake and warrant that I/we are duly authorised to sign on the Customer's behalf and to bind the Customer to this "agreement" as defined below and will provide evidence of this authority upon request;
- (b) acknowledge and agree that the application form, the terms and conditions of this authorisation and the attached Schedule of credit terms and conditions together form the agreement between the Customer and Council ("agreement") that apply to the opening of a customer account and the provision of credit in respect of any Council services requested by the Customer;
- (c) authorise Council to conduct a credit history and /or reference check on the Customer, including asking any person to provide Council with such information about the Customer as Council may require to satisfy its credit criteria. I/We further authorise Council to:
- (i) use the information contained in this form and collected from others under this authority for the purposes of assessing the Customer's application for credit/application to open a Customer account, monitoring and administering the credit account and enforcing Council's rights and remedies under this agreement or at law;
- (ii) furnish to any third party details of this application and subsequent dealings that I/we may have in relation to the Customer account if this application is accepted;
- (d) agree to immediately advise Council if there are any changes to circumstances that may affect the Customer's ability to meet payments in accordance with the terms and conditions of this agreement and any other terms and conditions pursuant to which the Customer obtains goods or services from Council;
- (e) agree to provide upon request any further information required by Council in order for Council to process this application.

Guarantee

- (a) I/We, the signatory/ies to this form (where signing as a director or other authorised signatory of a registered entity, e.g. a limited liability company) acknowledge and agree that:
- (b) I am/we are also signing this agreement in my/our personal capacity/capacities; and
- (c) I am/we are liable in my/our personal capacity/capacities, and concurrently with the Customer, as principal debtor(s) for payment of all indebtedness to the Council under this agreement; and
- (d) I am/we are bound personally by all of the terms and conditions contained in this agreement as if I am/we are the 'Customer', all references to the 'Customer' shall be read as references to me/us, and Council may exercise, in respect of me/us, all rights it has in respect of the Customer under this agreement (e.g. to obtain credit checks and share credit information).

Privacy: The personal information that you provide in this form will be held and protected by Auckland Council in accordance with our privacy policy (available at www.aucklandcouncil.govt.nz/privacy and at our libraries and service centres) and with the Privacy Act 1993. Our privacy policy explains how we may use and share your personal information in relation to any interaction you have with the Council, and how you can access and correct that information. We recommend you familiarise yourself with this policy.

Customer/Authorised Signature:	Customer/Authorised Signature:
Name: (please print)	Name: (please print)
Position:	Position:
Date:	Date:
Witnessed by:	Name:
Address:	
Occupation:	

Schedule - Terms and conditions of credit

Provision of credit

- 1 The provision of credit to any Customer is at Council's sole discretion and **specifically excludes Development Contributions**.
- 2 The provision of credit to the Customer under this agreement is limited only to liability for payment of moneys payable to the Council for the supply of services provided by Auckland Council together with any on-line services which can be accessed and processed via Council's website (which are further subject to Council's terms and conditions for transaction processing found on the website at: www.aucklandcouncil.govt.nz). Nothing in this agreement shall impose any obligation on the Council to provide credit to the Customer in respect of any other types of services or goods supplied by the Council.
- 3 The Council reserves the right to impose a credit limit which may be altered at the Council's discretion with effect from the date of notification to the Customer. If payment is overdue or the Council otherwise considers in its sole discretion the creditworthiness of the Customer to be unsatisfactory, the Council may cancel or suspend the Customer's entitlement to credit and/or require cash payment or security for payment satisfactory to the Council.
- 4 The Council shall be entitled to charge to the Customer's credit account any liability of the Customer for payment of moneys payable for the supply of services provided by Council notwithstanding that the total indebtedness of the Customer then exceeds any credit limit imposed by the Council.
- 5 The Customer shall be liable for the payment of all indebtedness incurred by the Customer pursuant to this agreement, whether the services of Council are supplied to the Customer, or to some other person, firm or corporate body at the Customer's request and notwithstanding that the Customer may have incurred all or any part of that indebtedness as agent for any other person, firm or corporate body.
- 6 Council may advise credit agencies of valid, undisputed payment delinquency.

Due date for payment

- 7 Except where credit is extended to the Customer, payment is due by way of deposit on lodgement of the relevant application with Council and payment of any additional costs is due on the date of invoice. Where credit is extended to the Customer under this agreement, payment of a deposit will not be required and all costs shall be charged to the Customer by invoice. Payment of the sum invoiced is due on or before the 20th day of the month following the date of invoice.
- 8 Where payment is made by cheque it shall not be deemed to be received until the cheque is honoured upon presentment and the funds payable thereunder are credited to the bank account of the Council and cannot be reversed by the paying bank.
- 9 Council may require that arrangements for the payment of outstanding amounts be by way of direct debit only.
- 10 If payment is overdue for a period of 14 days or more, the overdue amount (and any other amount payable by the Customer under this agreement) may be referred to a debt collection agency or other duly authorised agent of the Council for collection and, in addition, the Council may at its discretion and without prejudice to its other remedies:
 - [a] cancel this agreement; or
 - [b] charge interest on the overdue amount at a rate equivalent to Council's borrowing rate; and/or
 - [c] suspend for such period and subject to such terms as the Council in its discretion determines, or cancel, any entitlement to credit given to the Customer pursuant to this agreement; and/or
 - [d] to the extent permitted by law, refrain from supplying any further services or goods to the Customer until the Customer has discharged all outstanding indebtedness to the Council.

Costs

- 11 The Customer will upon demand pay all the Council's reasonable expenses incurred:
 - [a] in obtaining credit and reference checks as outlined in the application form; and
 - [b] in the collection of all overdue moneys, including administration fees not exceeding \$75.00 per default, any payment dishonour fees and legal costs (on a solicitor / agent / client basis).

Demand

- 12 Demand may be made by the Council sending a letter or invoice to the Customer at that address given in the attached application or the last known address of the Customer. Service may be effected by personal delivery or by sending the letter or invoice by ordinary post or by facsimile transmission to that address or by sending an email to that address. The letter or invoice shall be deemed to be received by the Customer in the case of personal delivery on the date of delivery, or in the case of postal service two days after the date of posting, or in the case of facsimile transmission on the date of transmission or in the case of email on the date the email is sent by Council.

Cancellation

- 13 The Council shall be entitled to suspend or cancel all or any part of this agreement, in addition to its other rights and remedies, in any of the following circumstances:
 - [a] if any cheque tendered to the Council in payment of any indebtedness of the Customer under this agreement is dishonoured upon presentment; or
 - [b] if the Customer fails to meet any obligation under this agreement with the Council; or
 - [c] if the Customer is made bankrupt, dissolved, placed into liquidation, becomes insolvent, or is removed, or is likely to be removed, from the register of Companies; or
 - [d] if a receiver is appointed in respect of the assets of the Customer; or
 - [e] if an arrangement with the Customer's creditors is made or is likely to be made; or
 - [f] any measure equivalent to the above is taken in relation to the particular Customer entity.

Effect of cancellation

- 14 Upon the cancellation of this agreement all indebtedness of the Customer to the Council hereunder shall become immediately due and payable.

Variation of conditions

- 15 These terms and conditions may only be varied in writing signed by a duly authorised representative of the Customer and the Council.

Personal liability

- 16 All persons signing this agreement (whether as a director or other authorised signatory of a limited liability company or other registered entity) shall be bound personally to abide by all of the terms and conditions contained in this agreement and to fulfil all of the Customer's obligations under this agreement as a principal debtor.

Signed:	Signed:
Date:	Date:

