

# CREDIT APPLICATION

## Name/Address

First Name:		Middle Name:	
Last Name:		Title:	
Name of Business:		GST No.:	
Address:			
Suburb:	City:	Postcode:	
Phone:		Mobile:	

## Company Information

Type of Business:	In Business Since:
Legal Form Under Which Business Operates:	
Sole Trader <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability <input type="checkbox"/>	
If Division/Subsidiary, Name of Parent Company:	
In Business Since:	
Name of Company Director Responsible for Business Transactions:	
Title:	Mobile:
Address:	
Suburb:	City:
Postcode:	
Name of Company Director Responsible for Business Transactions:	
Title:	Mobile:
Address:	
Suburb:	City:
Postcode:	

### TRADING HOURS

MON - FRI : 6AM - 6PM  
SAT : 6AM - 3PM

### LOCATION

49 TRIG RD, WHENAUPAI  
AUCKLAND 0618  
NEW ZEALAND

### CONTACT US

✉ ACCOUNTS@HAMBLYHAULAGE.COM

☎ 021 821 705

🌐 WWW.HAMBLYHAULAGE.COM

## Account

PO Number Required? Y <input type="checkbox"/> N <input type="checkbox"/>	Account Terms: 20 Days
Accounts Contact Name:	
Phone:	E-Mail:

## Trade Reference

Company Name:		Contact Name:
Address:		
Suburb:	City:	Postcode:
Account Opened Since:		Credit Limit:
Current Balance:		Phone:
Company Name:		Contact Name:
Address:		
Suburb:	City:	Postcode:
Account Opened Since:		Credit Limit:
Current Balance:		Phone:
Company Name:		Contact Name:
Address:		
Suburb:	City:	Postcode:
Account Opened Since:		Credit Limit:
Current Balance:		Phone:

I hereby certify that the information contained herein is complete and accurate. This information has been furnished with the understanding that it is to be used to determine the amount and conditions of the credit to be extended. Furthermore, I hereby authorize the financial institutions listed in this credit application to release necessary information to the company for which credit is being applied for in order to verify the information contained herein.

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

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## Terms & Conditions of Trade

- 1.1 **"Seller"** means Hambly Haulage and Excavations Limited, its successors and assigns or any person acting on behalf of and with the authority of Hambly Haulage and Excavations Limited.
- 1.2 **"Customer"** means the person/s buying the Goods as specified in any invoice, document, or order, and if there is more than one Customer is a reference to each Customer jointly and severally.
- 1.3 **"Goods"** means all Goods or Services supplied by the Seller to the Customer at the Customer's request from time to time (where the context so permits the terms 'Goods' or 'Services' shall be interchangeable for the other).
- 1.4 **"Confidential Information"** means information of a confidential nature whether oral, written or in electronic form including, but not limited to, this contract, either party's intellectual property, operational information, know-how, trade secrets, financial and commercial affairs, contracts, client information (including but not limited to, "Personal Information" such as: name, address, D.O.B, occupation, driver's license details, electronic contact (email, Facebook, or Twitter details), medical insurance details or next of kin and other contact information (where applicable), previous credit applications, credit history) and pricing details.
- 1.5 **"Cookies"** means small files which are stored on a user's computer. They are designed to hold a modest amount of data (including personal information) specific to a particular client and website, and can be accessed either by the web server or the client's computer. If the Customer does not wish to allow Cookies to operate in the background when ordering from the website, then the Customer shall have the right to enable / disable the Cookies first by selecting the option to enable/disable provided on the website, prior to ordering Goods via the website.
- 1.6 **"Price"** means the Price payable for the Goods as agreed between the Seller and the Customer in accordance with clause 2 below.

### 2. Price and Payment

- 2.1 The Price shall be as indicated on invoices provided by the Seller to the Customer in respect of the Goods supplied.
- 2.2 Time for payment for the Goods shall be of the essence and will be stated on the invoice, quotation, or any other order forms. If no time is stated, then payment will be due seven (7) days following the date of the invoice.
- 2.3 The Customer shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Customer by the Seller nor to withhold payment of any invoice because part of that invoice is in dispute.
- 2.4 Unless otherwise stated the Price does not include GST. In addition to the Price the Customer must pay to the Seller an amount equal to any GST the Seller must pay for any supply by the Seller under this or any other contract for the sale of the Goods. The Customer must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Customer pays the Price. In addition, the Customer must pay any other taxes and duties that may be applicable in addition to the Price except where they are expressly included in the Price.

### 3. Risk

- 3.1 Risk of damage to or loss of the Goods passes to the Customer on Delivery and the Customer must insure the Goods on or before Delivery.
- 3.2 If any of the Goods are damaged or destroyed following delivery but prior to ownership passing to the Customer, the Seller is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by the Seller is sufficient evidence of the Seller's rights to receive the insurance proceeds without the need for any person dealing with the Seller to make further enquiries.

### 4. Title to Goods (Including any incidental items supplied as part of any Services)

- 4.1 The Seller and the Customer agree that ownership of the Goods shall not pass until:
- (a) the Customer has paid the Seller all amounts owing to the Seller; and
  - (b) the Customer has met all its other obligations to the Seller.
- 4.2 Receipt by the Seller of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honored, cleared or recognized.
- 4.3 It is further agreed that:
- (a) until ownership of the Goods passes to the Customer in accordance with clause 4.1 that the Customer is only a bailee of the Goods and must return the Goods to the Seller on request.
  - (b) the Customer holds the benefit of the Customer's insurance of the Goods on trust for the Seller and must pay to the Seller the proceeds of any insurance in the event of the Goods being lost, damaged or destroyed.
  - (c) the Customer must not sell, dispose, or otherwise part with possession of the Goods other than in the ordinary course of business and for market value. If the Customer sells, disposes or parts with possession of the Goods then the Customer must hold the proceeds of any such act on trust for the Seller and must pay or deliver the proceeds to the Seller on demand.

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- (d) the Customer should not convert or process the Goods or intermix them with other goods but if the Customer does so then the Customer holds the resulting product on trust for the benefit of the Seller and must sell, dispose of or return the resulting product to the Seller as it so directs.
- (e) the Customer irrevocably authorizes the Seller to enter any premises where the Seller believes the Goods are kept and recover possession of the Goods.
- (f) the Seller may recover possession of any Goods in transit whether delivery has occurred.
- (g) the Customer shall not charge or grant an encumbrance over the Goods nor grant nor otherwise
- (h) the Seller may commence proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods has not passed to the Customer.

#### **5. Personal Property Securities Act 1999 ("PPSA")**

5.1 Upon assenting to these terms and conditions in writing the Customer acknowledges and agrees that:

- (a) these terms and conditions constitute a security agreement for the purposes of the PPSA; and
- (b) a security interest is taken in all Goods and/or collateral (account) – being a monetary obligation of the Customer to the Seller for Services – that have previously been supplied and that will be supplied in the future by the Seller to the Customer.

5.2 The Customer undertakes to:

- (a) sign any further documents and/or provide any further information (such information to be complete, accurate and up to date in all respects) which the Seller may reasonably require to register a financing statement or financing change statement on the Personal Property Securities Register.
- (b) indemnify, and upon demand reimburse, the Seller for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register or releasing any Goods charged thereby.
- (c) not register, or permit to be registered, a financing statement or a financing change statement in relation to the Goods and/or collateral (account) in favor of a third party without the prior written consent of the Seller.

5.3 The Seller and the Customer agree that nothing in sections 114(1)(a), 133 and 134 of the PPSA shall apply to these terms and conditions. 131 and 132 of the PPSA.

5.5 Unless otherwise agreed to in writing by the Seller, the Customer waives its right to receive a verification statement in accordance with section 148 of the PPSA.

5.6 The Customer shall unconditionally ratify any actions taken by the Seller under clauses 5.1 to 5.5.

#### **6. Default and Consequences of Default**

6.1 Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at the Seller's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.

6.2 If the Customer owes the Seller any money the Customer shall indemnify the Seller from and against all costs and disbursements incurred by the Seller in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, the Seller's collection agency costs, and bank dishonor fees).

6.3 Further to any other rights or remedies the Seller may have under this contract, if a customer has made payment to the Seller by credit card, and the transaction is subsequently reversed, the Customer shall be liable for the reversed transaction, in addition to any further costs incurred by the Seller under this clause 6 where it can be proven that such reversal is found to be illegal, fraudulent or in contravention to the Customer's obligations under this contract.

#### **7. Security and Charge**

7.1 In consideration of the Seller agreeing to supply the Goods, the Customer charges all its rights, title and interest (whether joint or several) in any land, realty or other assets capable of being charged, owned by the Customer either now or in the future, to secure the performance by the Customer of its obligations under these terms and conditions (including, but not limited to, the payment of any money).

7.2 The Customer indemnifies the Seller from and against all the Seller's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising the Seller's rights under this clause.

7.3 The Customer irrevocably appoints the Seller and each director of the Seller as the Customer's true and lawful attorney/s to perform all necessary acts to give effect to the provisions of this clause 7 including, but not limited to, signing any document on the Customer's behalf.

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## 8. Privacy Policy

8.1 All emails, documents, images, or other recorded information held or used by the Seller is Personal Information as defined and referred to in clause 8.3 and therefore considered confidential. The Seller acknowledges its obligation in relation to the handling, use, disclosure, and processing of Personal Information pursuant to the Privacy Act 1993 ("the Act") including Part II of the OECD Guidelines and as set out in Schedule 5A of the Act and any statutory requirements where relevant in a European Economic Area "EEA" then the EU Data Privacy Laws (including the General Data Protection Regulation "GDPR") (collectively, "EU Data Privacy Laws"). The Seller acknowledges that in the event it becomes aware of any data breaches and/or disclosure of the Customers Personal Information, held by the Seller that may result in serious harm to the Customer, the Seller will notify the Customer in accordance with the Act and/or the GDPR. Any release of such personal information must be in accordance with the Act and the GDPR (where relevant) and must be approved by the Customer by written consent, unless subject to an operation of law.

8.2 Notwithstanding clause 8.1, privacy limitations will extend to the Seller in respect of Cookies where transactions for purchases/orders transpire directly from the Seller's website. The Seller agrees to display reference to such Cookies and/or similar tracking technologies, such as pixels and web beacons (if applicable), such technology allows the collection of Personal Information such as the Customer's:

- (a) IP address, browser, email client type and other similar details.
  - (b) tracking website usage and traffic; and
  - (c) reports are available to the Seller when the Seller sends an email to the Customer, so the Seller may collect and review that information ("collectively Personal Information")
- To enable / disable the collection of Personal Information by way of Cookies, the Customer shall have the right to enable / disable the Cookies first by selecting the option to enable / Disable, provided on the website prior to proceeding with a purchase/order via the Seller's website.

8.3 The Customer authorizes the Seller or the Seller's agent to:

- (a) access, collect, retain, and use any information about the Customer.
  - (i) (including, name, address, D.O.B, occupation, driver's license details, electronic contact (Email, Facebook, or Twitter details), medical insurance details or next of kin and other contact information (where applicable), previous credit applications, credit history or any overdue fines balance information held by the Ministry of Justice) for the purpose of assessing the Customer's creditworthiness; or
  - (ii) for the purpose of marketing products and services to the Customer.
- (b) disclose information about the Customer, whether collected by the Seller from the Customer directly or obtained by the Seller from any other source to any other credit provider or any credit reporting agency for the purposes of providing or obtaining a credit reference, debt collection or notifying a default by the Customer.

8.4 Where the Customer is an individual the authorities under clause 8.3 are authorities or consents for the purposes of the Privacy Act 1993.

8.5 The Customer shall have the right to request the Seller for a copy of the Personal Information about the Customer retained by the Seller and the right to request the Seller to correct any incorrect Personal Information about the Customer held by the Seller.

## 9. General

9.1 The failure by either party to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect that party's right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality, and enforceability of the remaining provisions shall not be affected, prejudiced, or impaired.

9.2 These terms and conditions and any contract to which they apply shall be governed by the laws of New Zealand in which the Seller has its principal place of business, and are subject to the jurisdiction of the courts of New Zealand.

9.3 Where applicable, nothing in this contract is intended to have the effect of contracting out of the Consumer Guarantees Act 1993 (CGA). The Seller shall be under no liability whatsoever to the Customer for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Customer arising out of a breach by the Seller of these terms and conditions (Alternatively, the Seller's liability shall be limited to damages which under no circumstances shall exceed the Price of the Goods).

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9.4 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm, or other event beyond the reasonable control of either party.

9.5 Both parties warrant that they have the power to enter this contract and have obtained all necessary authorizations to allow them to do so, they are not insolvent and that this contract creates binding and valid legal obligations on them.

Please note that a larger print version of these terms and conditions is available from the Seller on request.

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